



PROJECT MANUAL

SANDOVAL COUNTY

On-Call Sandoval County Soil Haul

FY23-SCPW-06

April | 2023

Parkhill Project # 4011122



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SECTION 00 11 13 - ADVERTISEMENT FOR BIDS

**SANDOVAL COUNTY
SANDOVAL COUNTY, NEW MEXICO
SCLF SOIL HAUL**

GENERAL NOTICE

Sandoval County (Owner) is requesting Bids for the construction of the following Project:
On-Call Sandoval County Soil Haul
40111.22

Bids for the construction of the Project will be received at Engineer's office located at 333 Rio Rancho Blvd, NE, Suite 400, Rio Rancho, New Mexico, 81724-1460, until Friday, May 26, 2023, at 3:00 p.m. local time. At that time, the Bids received will be publicly opened and read.

The Project includes the following Work:

Under an on-call basis, load soil in task indicated location, haul soil to the task indicated location, stockpile soil where indicated by Owner. Contractor understands Owner may indicate soil haul tasks in any incorporated or unincorporated areas of the County. Contractor is responsible for maintaining compliance under the NPDES requirements based on the disturbance area of each task.

Bids are requested for the following Contract: On-Call Sandoval County Soil Haul.

Separate Bids will be received for the following Contracts:

OBTAINING THE BIDDING DOCUMENTS

Proposers may secure copies of Bid Documents as follows:

1. By contacting the Project Coordinator Pam Gonzales at pgonzales@parkhill.com or 505.504.7753. Additional information can be found at <https://parkhill.com/projects-for-bid>.
 - a. Download documents (.PDF file extension format) from Parkhill's Info Exchange web site **after registering as a plan holder with Project Assistant stipulated in Item 1 above**. There is no cost or deposit required for this option.
 - b. Digital copies (.PDF file extension format) upon payment of \$18.48 per USB flash drive, plus applicable sales tax.
 - c. Paper copies may be purchased upon payment of the following:
 - 1) Complete Set of paper Bid Documents: \$50.00 per set, plus applicable sale tax.
 - d. Bid Documents (paper and USB flash drive) will be shipped pre-paid to the requester.
2. Prospective Bidders are urged to register as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. Only Prospective Bidders who obtain Bid Documents through Parkhill will be registered as a document holder (plan holder) and will therefore automatically receive addenda if/when issued.
3. Payment shall be Company check or cashier's check made payable to Parkhill, or by credit card. Credit card purchases will have a three percent (3.0%) convenience fee added to the total purchase price.
4. No partial sets will be issued.
5. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

Information and Bidding Documents for the Project can be found at the following designated website:

<https://parkhill.com/projects-for-bid>

The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

The Issuing Parkhill Office for the Bidding Documents is: 333 Rio Rancho Blvd. NE, Suite 400, Rio Rancho, New Mexico, 87124.

Prospective Bidders may obtain or examine the Bidding Documents at the Issuing Office during normal business hours (call Issuing Office to verify normal business hours) and may obtain copies of the Bidding Documents as described above.

INSTRUCTIONS TO BIDDERS

For all further requirements regarding Bid submittal, qualifications, procedures, and Contract Award, refer to the Instructions to Bidders that are included in the Bidding Documents.

SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS

ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the Contract for Construction and Supplementary Conditions, if any. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding requirements and proposed Contract Documents (together, the Bidding Documents) from the Issuing Office in the format stated in Section 00 11 13 “Advertisement for Bids.” It is Bidder’s responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Documents website as indicated in the Advertisement or Invitation to Bid. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in Section 00 11 13 “Advertisement for Bids” or Invitation to Bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.05 *Electronic Documents*
- A. Electronic (digital) copies Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader. It is the intent of Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor Contractor’s means of reproduction of such documents, Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Document version to derive information that is not explicitly contained in printed paper version of the document, and for Bidder's reliance upon such derived information.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
 - A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
 - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
 - C. Bidder's state or other contractor license number, if applicable.
 - D. Subcontractor and Supplier qualification information.
 - E. Other required information regarding qualifications.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4—PRE-BID CONFERENCE

- 4.01 A pre-bid conference will not be conducted for this Project.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

- 5.01 *Site and Other Areas*
 - A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.
- 5.02 *Existing Site Conditions*
 - A. Subsurface and Physical Conditions; Hazardous Environmental Conditions.
 - 1. The Supplementary Conditions, if any, identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.

- b. Those Drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
 - c. Reports and Drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and Drawings referenced above available to any Bidder on request. These reports and Drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the Contract for Construction, has been identified and established in the Supplementary Conditions, if any. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such Drawings.

5.03 *Other Site-related Documents*

- A. No other Site-related documents are available.

5.04 *Site Visit and Testing by Bidders*

- A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
- B. Bidders visiting the Site are required to arrange their own transportation to the Site.
- C. All access to the Site other than during a regularly scheduled Site visit must be coordinated through the following Owner or Engineer contact for visiting the Site: Chris Perea 505.269.6120. Bidder must conduct the required Site visit during normal working hours.
- D. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- E. On request, and to the extent Owner has control over the Site, and schedule permitting, Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- F. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- G. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions, if any.

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder’s examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Engineer may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:
 - A. Address questions to: Spenser Harvey, 333 Rio Rancho Blvd, NE, Suite 400, Rio Rancho, New Mexico.
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than ten days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid Security made payable to Owner in an amount of 5 percent of Bidder’s maximum Bid price (determined by adding the base bid and all alternates) and in the form of certified check, bank money order or a Bid bond issued by a surety. Such Bid bond will be issued in the form included in the Bidding Documents.
- 8.02 The Bid Security of the apparent Successful Bidder will be retained until Owner awards the Contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract Security, and met the other conditions of the Notice of Award, whereupon the Bid Security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract Security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid Security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner’s damages in the case of a damages-form bond. Such forfeiture will be Owner’s exclusive remedy if Bidder defaults.
- 8.03 The Bid Security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of Contractor 61 days after the Bid opening, whereupon Bid Security furnished by such Bidders will be released.
- 8.04 Bid Security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND “OR EQUAL” ITEMS

- 10.01 The Contract for the Work, as awarded, will be based on materials and equipment specified or described in the Bidding Documents without consideration during the Bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 11.02 Identification Pursuant to Subcontractor’s Fair Practices Act.
- A. Pursuant to Section 13-4-31 to 13-4-42 NMSA 1978, known as the Subcontractor’s Fair Practices Act, the identity of certain subcontractors, suppliers, individuals, or entities are required to be submitted to owner by all Bidders at the time of Bid Opening.
 - B. The subcontractor threshold amount for this Project is \$5,000. Contractor must list all subcontractors who will perform Work in each category as defined by Contractor. Subcontractors shall be licensed in the State of New Mexico to perform such Work.
 - C. Pursuant to Section 13-4-34 NMSA 1978, Bidder shall supply the following information regarding each subcontractor:
 - 1. Name and city or county of the place of business of each subcontractor under subcontract to the Contractor who will perform Work, labor, or render service to the Contractor; and
 - 2. The category of Work that will be done by each subcontractor.
 - D. If Contractor does not specify a subcontractor to perform a portion of Work, Contractor represents that Contractor shall perform that portion of Work.

- 11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. Owner reserves the right to refuse approval of the subcontractors listed, pursuant to Section 13-4-36. After due investigation Owner or Engineer has reasonable objection to any proposed subcontractor, supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent successful Bidder to submit a substitute.
- 11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid Security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer.

ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each Section, Bid item, Alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific Alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8-1/2- by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder’s name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.

- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

- 13.01 Unit Price:
 - A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
 - B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity," which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices;" such total will be used by Owner for Bid comparison purposes.
 - C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 14—SUBMITTAL OF BID

- 14.01 One unbound copy of the Bid Form is to be completed and submitted with the Bid Security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid Security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.
- 14.03 Bids received after the date and time prescribed for the opening of Bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid Security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 16—OPENING OF BIDS

- 16.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major Alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid Security prior to the end of this period.

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 18.05 *Evaluation of Bids*
 - A. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or nation origin. Bidders on this Work will be required to comply with the President's Executive Order No. 11246 as amended.
 - B. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

- C. For determination of the apparent low bidder when base Bid with Alternates is submitted, award may be made to Successful Bidder on base Bid and any combination of its additive Alternate Bids for which Owner determines funds will be available at the time of award.
- 18.06 Resident and Resident Veteran Preference: Intent and Policy.
- A. Pursuant to Section 13-4-2NMSA 1978, for the purpose of awarding a public works Contract using a formal Bid Process, a public body shall provide preferential selection to certified Resident Contractors and certified Resident Veteran-Owned Contractor.
 - B. To receive a Resident contractor Preference, a Contractor shall submit with Contractor's Bid a copy of a valid Resident Contractor Certificate issued by the State of New Mexico Taxation and Revenue Department pursuant to Section 13-1-22 NMSA 1978. For the purpose of awarding, a Bid submitted by Resident Contractor shall be deemed to be 5 percent lower than any other Bid submitted by a Nonresident Contractor.
 - C. To receive a Resident Veteran's business preference, a Contractor shall submit with Contractor's Bid a copy of a valid Resident Veteran's Business Certificate issued by the State of New Mexico Taxation and Revenue Department pursuant to Section 1301022 NMSA 1978. For the purposes of awarding, a Bid by the Resident Veteran Business shall be deemed to be:
 - 1. Resident Veterans' Businesses with annual revenues of \$1million or less are to receive a 10 percent preference discount on their Bids and Proposals.
 - 2. Resident Veterans' Businesses with annual revenues of more \$1 million but less than \$5 million are to receive an 8 percent preference discount on their Bids and Proposals.
 - 3. Resident Veterans' Businesses with annual revenue of more than \$5 million are to receive a 7 percent preference discount on their Bids and Proposals.
 - D. It is the responsibility of the Bidders who wish to receive a Resident Veteran's Business preference to provide evidence of annual revenues should such annual revenues be less than or equal to \$5 million. If such evidence is not provided along with the Resident Veteran's Business Certificate, the Bidder's annual revenue will be assumed to be greater than \$5 million and will receive a 7 percent preference discount.
 - E. For information on obtaining a Resident Business or a Resident Veteran's Business Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue Department, P.O. Box 5373, Santa Fe, New Mexico, 87502-5374, telephone 505.827.0951, or on the Department's website at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.
 - F. Pursuant to Section 14-4-2 NMSA 1978, a public body shall not award both a Resident Contractor Preference and a Resident Veteran Contractor Preference to a single Bid.
- 18.07 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 18.08 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19—BONDS AND INSURANCE

- 19.01 Article 6 of the Contract for Construction, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to Performance and Payment Bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.
- 19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing Bid Bonds as part of the Bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

- 20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents.

ARTICLE 21—SALES AND USE TAXES

- 21.01 Owner is not exempt from state sales and use taxes on materials and equipment to be incorporated in the Work. The New Mexico Gross Revenue Tax (NMGR) shall be incorporated with Bid. Refer to Section 00 52 00 "Suggested Form of Agreement," Article 7.08 for additional information.

ARTICLE 22—PREVAILING WAGE RATES

- 22.01 Pursuant to 13-4-13-3.1 NMSA 1978, any Contractor or subcontractor that submits a Bid valued at more than \$60,000 for a public works project subject to the Public Minimum Wage Act shall be registered with the Labor and Industrial Division of the Workforce Solutions Department (WSD) (formerly the Department of Labor, DOL) at the time of Bid Opening. Owner shall not accept a Bid on a public works project from a Contractor that does not provide proof of required registration for itself. Contractors, Prime Contractor, and subcontractor must be registered with the WSD.
- 22.02 All Wage Rate requirements as specified in the Supplementary Condition apply to this Contract.

ARTICLE 23—PROVISION FOR PAYMENT

- 23.01 This Construction Contract specifically provides for a payment later than 45 days after submission of an undisputed request for payment.

SECTION 00 41 00 - BID FORM

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the Contract for Construction, and the Supplementary Conditions, if any.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

Sandoval County
333 Rio Rancho Blvd, NE, Suite 400
Rio Rancho, NM 81724-1460

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid Security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- F. Required Bidder Qualification Statement with supporting data;
- G. A copy of a valid Resident Contractor Certificate issued by the State of New Mexico Taxation and Revenue Department pursuant to Section 13-1-22 NMSA 1978;
- H. A copy of a valid Resident Veteran's Business Certificate issued by the State of New Mexico Taxation and Revenue Department pursuant to Section 13-1-22 NMSA 1978;
- I. A copy of a valid New Mexico Department of Workforce Solutions Registration;
- J. A signed non-Collusion Affidavit of Prime Bidder and all subcontractors;
- K. A signed certificate from Bidder and all subcontractors regarding compliance with Equal Employment Opportunity; and
- L. A signed certificate from Bidder and all subcontractors regarding compliance with Non-Segregated Facilities.

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices:

Soil Hauling Bid Items

Item No.	Description	Unit	Estimated Quantity / Operating Day	Bid Unit Price	Bid Amount
1.	Mobilization	EA	1	\$	\$
2.	NPDES Compliance	EA	1	\$	\$
3.	0 to 20 Mile Haul Distance	CY	360	\$	\$
4.	20 to 40 Mile Haul Distance	CY	360	\$	\$
5.	40 to 60 Mile Haul Distance	CY	360	\$	\$
6.	60 to 80 Mile Haul Distance	CY	360	\$	\$
7.	80 to 100 Mile Haul Distance	CY	360	\$	\$
8.	100 to 120 Mile Haul Distance	CY	360	\$	\$

Material Hauling Bid Items (Stone, Etc.)

Item No.	Description	Unit	Hourly Rate	Unit	Mileage Rate
9.	0 to 20 Mile Haul Distance	Hourly		Per Mile	
10.	20 to 40 Mile Haul Distance	Hourly		Per Mile	
11.	40 to 60 Mile Haul Distance	Hourly		Per Mile	
12.	60 to 80 Mile Haul Distance	Hourly		Per Mile	
13.	80 to 100 Mile Haul Distance	Hourly		Per Mile	
14.	100 to 120 Mile Haul Distance	Hourly		Per Mile	

B. Bidder acknowledges that:

1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. Estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 4.01 of the Contract for Construction on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions, if any or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
 5. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 6. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 7. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
 8. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 9. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

[typed or printed name of organization]

By:

[individual's signature]

Name:

[typed or printed]

Title:

[typed or printed]

Date:

[typed or printed]

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

[individual's signature]

Name:

[typed or printed]

Title:

[typed or printed]

Date:

[typed or printed]

Address for giving notices:

Bidder's Contact:

Name:

[typed or printed]

Title:

[typed or printed]

Phone:

Email:

Address:

Bidder's Contractor License No.: (if applicable)

SECTION 00 43 13 - BID BOND (PENAL SUM FORM)

Bidder Name: Address (<i>principal place of business</i>):	Surety Name: Address (<i>principal place of business</i>):
Owner Name: Sandoval County 1500 Idalia Road, Building D Bernalillo, NM 87004	Bid Project: SCLF Soil Haul 2708 Iris Rd NE Rio Rancho, NM 87144 Bid Due Date:
Bond Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
(<i>Full formal name of Bidder</i>)	(<i>Full formal name of Surety</i>) (<i>corporate seal</i>)
By: _____ (<i>Signature</i>)	By: _____ (<i>Signature</i>)(<i>Attach Power of Attorney</i>)
Name: _____ (<i>Printed or typed</i>)	Name: _____ (<i>Printed or typed</i>)
Title: _____	Title: _____
Attest: _____ (<i>Signature</i>)	Attest: _____ (<i>Signature</i>)
Name: _____ (<i>Printed or typed</i>)	Name: _____ (<i>Printed or typed</i>)
Title: _____	Title: _____
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SECTION 00 45 13 - QUALIFICATION STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:			
Corporate Office			
Name:		Phone number:	
Title:		Email address:	
Business address of corporate office:			
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation		
<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:		State in which Business was formed:	
Is this Business authorized to operate in the Project location?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

- 1.03 Identify all businesses that own Business in whole or in part (25 percent or greater), or that are wholly or partly (25 percent or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

- 1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:		Title:	
Authorized to sign contracts: <input type="checkbox"/> Yes <input type="checkbox"/> No		Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts: <input type="checkbox"/> Yes <input type="checkbox"/> No		Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts: <input type="checkbox"/> Yes <input type="checkbox"/> No		Limit of Authority:	\$
Name:		Title:	

ARTICLE 2—LICENSING

- 2.01 Provide information regarding licensure for Business:

Name of License:			
Licensing			
License No:		Expiration Date:	
Name of License:			
Licensing			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

- 3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
<input type="checkbox"/> Disadvantaged Business Enterprise		
<input type="checkbox"/> Minority Business Enterprise		
<input type="checkbox"/> Woman-Owned Business Enterprise		
<input type="checkbox"/> Small Business Enterprise		
<input type="checkbox"/> Disabled Business Enterprise		
<input type="checkbox"/> Veteran-Owned Business Enterprise		
<input type="checkbox"/> Service-Disabled Veteran-Owned Business		
<input type="checkbox"/> HUBZone Business (Historically Underutilized) Business		
<input type="checkbox"/> Other		
<input type="checkbox"/> None		

ARTICLE 4—SAFETY

- 4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:		
Safety Certifications		
Certification Name	Issuing Agency	Expiration

- 4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10 percent or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

ARTICLE 5—FINANCIAL

- 5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:			
Business address:			
Date of Business's most recent financial statement:		<input type="checkbox"/> Attached	
Date of Business's most recent audited financial statement:		<input type="checkbox"/> Attached	
Financial indicators from the most recent financial statement			
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)			
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)			

ARTICLE 6—SURETY INFORMATION

- 6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:			
Surety is a corporation organized and existing under the laws of the state of:			
Is surety authorized to provide surety bonds in the Project location?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 7—INSURANCE

- 7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Are providers licensed or authorized to issue policies in the Project location?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does provider have an A.M. Best Rating of A-VII or better?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (Main):		Phone (Claims):	

ARTICLE 8—CONSTRUCTION EXPERIENCE

- 8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	
Estimate of revenue for the current year:	
Estimate of revenue for the previous year:	

- 8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:			
As a General Contractor:		As a joint venturer:	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:			
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input type="checkbox"/> No			

Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input type="checkbox"/> No
Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input type="checkbox"/> No
Provide full details in a separate attachment if the response to any of these questions is Yes.

- 8.03 List all projects currently under contract in Schedule A and provide indicated information.
- 8.04 List a minimum of 3 and a maximum of 6 projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.
- 8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

- 9.01 Provide the following information with the Statement of Qualifications:
- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
 - B. Diverse Business Certifications if required by Paragraph 3.01.
 - C. Certification of Business's safety performance if required by Paragraph 4.02.
 - D. Financial statements as required by Paragraph 5.01.
 - E. Attachments providing additional information as required by Paragraph 8.02.
 - F. Schedule A (Current Projects) as required by Paragraph 8.03.
 - G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
 - H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
 - I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business:

[typed or printed name of organization]

By:

[individual's signature]

Name:

[typed or printed]

Title:

[typed or printed]

Date:

[date signed]

[If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.]

Attest:

[individual's signature]

Name:

[typed or printed]

Title:

[typed or printed]

Address for giving notices:

Designated Representative:

Name:

[typed or printed]

Title:

[typed or printed]

Address:

Phone:

Email:

SCHEDULE A—CURRENT PROJECTS

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

SCHEDULE B—PREVIOUS EXPERIENCE WITH SIMILAR PROJECTS

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

SCHEDULE B—PREVIOUS EXPERIENCE WITH SIMILAR PROJECTS

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

SCHEDULE C—KEY INDIVIDUALS

Project Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Project Superintendent			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

THIS CONTRACT is by and between Sandoval County (Owner) and
(Contractor).

ARTICLE 1—THE WORK

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 1. Under an on-call basis, load soil in task indicated location, haul soil to the task indicated location, and stockpile soil where indicated by Owner. Contractor understands Owner may indicate soil haul tasks in any incorporated or unincorporated areas of the County. Contractor is responsible for maintaining compliance under the NPDES requirements based on the disturbance area of each task.

- A. It is the intent of the Contract Documents to describe a functionally complete Project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with Owner. This Contract constitutes the entire agreement between Owner and Contractor, and supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work under the Contract Documents. During the performance of the Work and until final payment, Contractor and Owner shall submit to Engineer all matters in question concerning the requirements of the Contract Documents or relating to the acceptability of the Work. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- C. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media versions) prepared by Engineer or its consultants.

- D. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- E. Nothing in the Contract Documents creates any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity.

2.02 *Contract Documents Defined*

- A. The Contract Documents consist of the following documents:
 - 1. This Contract for Construction of a Small Project.
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. Specifications as listed in the Specifications Table of Contents.
 - 5. Drawings as listed on the Drawing Sheet Index.
 - 6. Addenda.
 - 7. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Notice to Proceed (EJCDC® C-550).
 - b. Work Change Directives (EJCDC® C-940).
 - c. Change Orders (EJCDC® C-941).
 - d. Field Orders (EJCDC® C-942).

ARTICLE 3—ENGINEER

3.01 *Engineer*

- A. Engineer for this Project is Parkhill:
333 Rio Rancho Blvd, NE, Suite 400, Rio Rancho, New Mexico, 87124, 505.867.6991.

ARTICLE 4—CONTRACT TIMES

4.01 *Contract Times*

- A. Contract allowing on-call work will commence on the Notice to Proceed date and will continue for 365 calendar days.
- B. Contract will conclude at the end of 365 calendar days.
- C. Upon agreement of Owner and Contractor, Contract may be extended. Contract contains an option to renew for an additional 365 calendar days.
- D. Contract contains the option for 4 subsequent renewals from the initial Notice to Proceed.

ARTICLE 5—CONTRACT PRICE

5.01 *Payment*

- A. Owner shall pay Contractor, in accordance with the Contract Documents, at the following unit prices for each unit of Work completed:

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1.	Mobilization (Typical)	EA	1	\$	\$
2.	NPDES Compliance (Typical)	EA	1	\$	\$
3.	0 to 20 Mile Soil Haul Range	CY	360	\$	\$
4.	20 to 40 Mile Soil Haul Range	CY	360	\$	\$
5.	40 to 60 Mile Soil Haul Range	CY	360	\$	\$
6.	60 to 80 Mile Soil Haul Range	CY	360	\$	\$
7.	80 to 100 Mile Soil Haul Range	CY	360	\$	\$
8.	100 to 120 Mile Soil Haul Range	CY	360	\$	\$
New Mexico Gross Receipt Tax					
Total of all extended prices for Estimated Quantities of Work					\$

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities will be determined by Owner.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Bonds*

- A. When Contractor delivers the signed counterparts of the Contract to Owner, Contractor shall also deliver the performance bond and payment bond to Owner. Each bond must be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds must remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.
- B. Upon request, Owner will provide a copy of the payment bond to any person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work.

6.02 *Insurance Requirements*

- A. General Conditions:
- Contractor shall submit in evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- B. General Liability Insurance, Including Automobile:
- 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 \$1,050,000.00 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 county by 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. Sandoval County shall be a named additional insured on the policy.

C. Worker's Compensation Insurance:

1. Contractor shall comply with the provisions of the Worker's Compensation Act.

D. Increased Limits:

1. If, during the life of the Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1979, Sections 41-4-1 through 41-4-29, as amended), Contractor shall increase the maximum limits of any insurance required herein within a reasonable period of time after receiving notice of any such changes.

E. Professional Liability (Malpractice/Errors and Omissions Insurance):

1. Contractor shall procure and maintain during the life of this agreement professional liability (errors and omissions) insurance, with policy limits of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 per aggregate.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 Contractor's Means and Methods of Construction

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without notice to and approval by Owner except under extraordinary circumstances.
- C. Contractor shall maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of the Work or persons or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday.

7.03 Other Work at the Site

- A. In addition to and apart from the Work of Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging,

delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

- B. Contractor shall notify Owner, the owners of adjacent property, the owners of underground facilities and other utilities (if the identity of such owners is known to Contractor), and other contractors and utility owners performing work at or adjacent to the Site when Contractor knows that prosecution of the Work may affect them; and Contractor shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for everything necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work must be new and of good quality, and be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.05 *Subcontractors and Suppliers*

- A. Just as Contractor is responsible for its own acts and omissions, Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of suppliers and subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work. Contractor's retention of a subcontractor or supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

7.06 *Licenses, Fees, and Permits*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy, unless otherwise provided in the Contract Documents.

7.07 *Laws and Regulations; Taxes*

- A. Contractor shall give all notices required by, and shall comply with, all local, state, and federal laws and regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any laws or regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to laws or regulations, Contractor shall bear all resulting costs and losses, and to the fullest extent permitted by law Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all such claims, costs, losses, and damages.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes.
- D. Owner is not exempt from New Mexico Gross Receipts Sales tax.

7.08 *Record Documents*

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer and Owner upon completion of the Work.

7.09 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts Contractor may be liable, will be remedied by Contractor at its expense (except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- E. Contractor shall be responsible for coordinating any exchange of safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with laws or regulations.
- F. In emergencies affecting the safety or protection of the Work or persons or property at the Site or adjacent thereto, Contractor shall act to prevent damage, injury, or loss. Contractor shall give Owner prompt notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Owner determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.10 *Warranties and Guarantees*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective.

7.11 *Correction Period*

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, or other adjacent areas used by Contractor as permitted by laws and regulations, is found to be defective, then Contractor shall promptly correct any such defective Work and repairs, at no cost to Owner.

7.12 *Indemnification*

- A. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from all losses, damages, costs, and judgments (including but not limited to all fees and charges of Engineers, Architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

ARTICLE 8—OWNER’S RESPONSIBILITIES

8.01 *Responsibilities*

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide the Site and easements required to construct the Project.
- D. While at the Site, Owner’s employees and representatives shall comply with the specific applicable requirements of Contractor’s safety programs of which Owner has been informed.
- E. Owner shall furnish copies of any applicable Owner safety programs to Contractor.
- F. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- G. Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor’s means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. Owner will not be responsible for Contractor’s failure to perform the Work in accordance with the Contract Documents.

ARTICLE 9—ENGINEER’S STATUS DURING CONSTRUCTION

9.01 *Engineer’s Status*

- A. Engineer will be responsible for Contract Documents and clarification of Contract.
- B. Neither Engineer’s authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility, or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, its subcontractors, suppliers, or sureties, or to any employee or agent of any of them.
- C. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor’s means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor’s failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10—CHANGES IN THE WORK

10.01 *Authority to Change the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer’s decision, subject to the need for Engineer’s recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor’s responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.03 *Work Change Directive*

- A. A Work Change Directive may be issued to Contractor ordering an addition, deletion, or revision in the Work. A Work Change Directive will not change the Contract Price or Contract Times, but is evidence that the parties expect that the modification ordered or documented by the Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on Contract Price or Contract Times.

10.04 *Field Orders*

- A. Engineer may issue a Field Order to authorize minor changes in the Work, provided that the changes do not involve an adjustment in the Contract Price or Contract Times.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then Contractor shall request such adjustment before proceeding with the Work.

ARTICLE 11—CLAIMS AND DISPUTE RESOLUTION

11.01 *Claims Process*

- A. The party submitting a claim shall deliver it directly to the other party to the Contract (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim must be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 12—TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

12.01 *Tests and Inspections*

- A. Owner will have access to the Site and the Work at reasonable times for observation, inspection, and testing. Contractor shall provide proper and safe conditions for such access.
- B. Contractor shall give Owner timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. Except as otherwise provided in the Contract Documents, Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required: (1) by the Contract Documents; (2) by codes, laws, or regulations; (3) to attain Owner's acceptance of materials or equipment; and (4) to obtain Engineer's approval prior to purchase of materials, mix designs, or equipment.

12.02 *Defective Work*

- A. Contractor warrants that the Work is not defective.
- B. Owner has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner has actual knowledge will be given to Contractor.
- D. Contractor shall promptly correct all defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's warranty and guarantee on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 13—PAYMENTS TO CONTRACTOR

13.01 *Progress Payments*

- A. Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form acceptable to Owner. Lump sum items will be broken into units that allow for measurement of Work in progress. For unit price work, the unit price breakdown in Article 5 will be used as the schedule of values.

13.02 *Applications for Payments*

- A. Contractor shall submit signed applications for payment to Owner monthly in a form acceptable to Owner. Owner will pay for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application must include an affidavit of Contractor stating that all previous progress payments have been applied to discharge Contractor's obligations associated with the prior applications for payment.

13.03 *Retainage*

- A. Retainage will not be used.

13.04 *Review of Applications*

- A. Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner, or any incurred costs, losses, or damages, on account of Contractor's conduct in the performance of the Work; for defective Work; or for liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

13.05 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

ARTICLE 14—SUSPENSION OF WORK AND TERMINATION

14.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or Contract Times, to the extent directly attributable to any such suspension.

14.02 *Owner May Terminate for Cause*

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety 10 days' notice that Owner is considering a declaration that Contractor is in default and the termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.
- F. If Contractor has provided a performance bond, the provisions of that bond will govern over any inconsistent provisions of Paragraph 15.02.

14.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for the following, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, less any set-offs, and including fair and reasonable sums for overhead and profit on such Work;

2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits, or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.
- 14.04 *Contractor May Stop Work or Terminate*
- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 60 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 15—CONTRACTOR'S REPRESENTATIONS

15.01 *Contractor Representations*

- A. Contractor makes the following representations when entering into this Contract:
1. Contractor has examined and carefully studied the Contract Documents.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 4. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 16—MISCELLANEOUS

16.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of notice to Owner or Contractor, such notice must be in writing, and delivered in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

16.02 *Cumulative Remedies*

- A. The duties and obligations expressly imposed by this Contract, and the rights and remedies expressly available to the parties under this Contract, are in addition to, and are not to be construed in any way as a limitation of, any duties, obligations, rights, or remedies otherwise imposed or available by laws or regulations, by warranty or guarantee, or by other provisions of the Contract.

16.03 *Limitation of Damages*

- A. Neither Owner, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

16.04 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

16.05 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

16.06 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or entering into the Contract.

16.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

The Effective Date of the Contract is **[date to be inserted at the time of execution]**.

Owner:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address: _____

Phone: _____

Email: _____

Contractor:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

(If Contractor is a corporation, a partnership,
or a joint venture, attach evidence of authority
to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address: _____

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____

Contractor Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: Sandoval County Mailing address: 1500 Idalia Road, Building D Bernalillo, NM 87004	Contract Description: SCLF Soil Haul 2708 Iris Rd NE Rio Rancho, NM 87144 Contract Price: Effective Date of Contract:
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal <i>(Full formal name of Contractor)</i> By: <i>(Signature)</i> Name: <i>(Printed or typed)</i> Title: Attest: <i>(Signature)</i> Name: <i>(Printed or typed)</i> Title:	Surety <i>(Full formal name of Surety) (corporate seal)</i> By: <i>(Signature)(Attach Power of Attorney)</i> Name: <i>(Printed or typed)</i> Title: Attest: <i>(Signature)</i> Name: <i>(Printed or typed)</i> Title:
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for performance of the Construction Contract, which is incorporated herein by reference.
2. If Contractor performs Construction Contract, Surety and Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under Construction Contract, Surety's obligation under this Bond will arise after:
 - 3.1. Owner first provides notice to Contractor and Surety that Owner is considering declaring a Contractor Default. Such notice may indicate whether Owner is requesting a conference among Owner, Contractor, and Surety to discuss Contractor's performance. If Owner does not request a conference, Surety may, within 5 business days after receipt of Owner's notice, request such a conference. If Surety timely requests a conference, Owner shall attend. Unless Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within 10 business days of Surety's receipt of Owner's notice. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform Construction Contract, but such an agreement does not waive Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. Owner declares a Contractor Default, terminates Construction Contract and notifies Surety; and
 - 3.3. Owner has agreed to pay Balance of Contract Price in accordance with the terms of the Construction Contract to Surety or to a contractor selected to perform Construction Contract.
4. Failure on the part of Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to Surety's obligations, or release Surety from its obligations, except to the extent Surety demonstrates actual prejudice.
5. When Owner has satisfied conditions of Paragraph 3, Surety shall promptly and at Surety's expense, take one of the following actions:
 - 5.1. Arrange for Contractor, with consent of Owner, to perform and complete Construction Contract;
 - 5.2. Undertake to perform and complete Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of Construction Contract, arrange for a contract to be prepared for execution by Owner and a contractor selected with Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to bonds issued on Construction Contract, and pay to Owner the amount of damages as described in Paragraph 7 in excess of the Balance of Contract Price incurred by Owner as a result of Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, make payment to Owner; or
 - 5.4.2 Deny liability in whole or in part and notify Owner, citing the reasons for denial.
6. If Surety does not proceed as provided in Paragraph 5 with reasonable promptness, Surety shall be deemed to be in default on this Bond 7 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 5.4, and Owner refuses payment, or Surety has denied liability, in whole or in part, without further notice, Owner shall be entitled to enforce any remedy available to Owner.
7. If Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then responsibilities of Surety to Owner will not be greater than those of Contractor under Construction Contract, and responsibilities of Owner to Surety will not be greater than those of the Owner under Construction Contract. Subject to commitment by Owner to pay Balance of Contract Price, Surety is obligated, without duplication for:
 - 7.1. responsibilities of Contractor for correction of defective work and completion of Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in Construction Contract, actual damages caused by delayed performance or non-performance of Contractor.
8. If Surety elects to act under Paragraph 5.1, 5.3, or 5.4, Surety's liability is limited to amount of this Bond.
9. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to Construction Contract, and Balance of Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, successors, and assigns.
10. Surety hereby waives notice of any change, including changes of time, to Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in location in which work or part of work is located and must be instituted within two years after a declaration of Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to Surety, Owner, or Contractor must be mailed or delivered to address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
14. Definitions
 - 14.1. *Balance of the Contract Price*—The total amount payable by Owner to Contractor under Construction Contract after all proper adjustments have been made including allowance for Contractor for any amounts received or to be received by Owner in settlement of insurance or other claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under Construction Contract.
 - 14.2. *Construction Contract*—The agreement between Owner and Contractor identified on cover page, including all Contract Documents and changes made to agreement and Contract Documents.
 - 14.3. *Contractor Default*—Failure of Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of Construction Contract.
 - 14.4. *Owner Default*—Failure of Owner, which has not been remedied or waived, to pay Contractor as required under Construction Contract or to perform and complete or comply with other material terms of Construction Contract.
 - 14.5. *Contract Documents*—All documents that comprise the agreement between Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: (*Describe modification or enter "None"*)
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SECTION 00 61 13.16 - PAYMENT BOND

Contractor Name: Address (<i>principal place of business</i>):	Surety Name: Address (<i>principal place of business</i>):
Owner Name: Sandoval County Mailing address: 1500 Idalia Road, Building D Bernalillo, NM 87004	Contract Description: SCLF Soil Haul 2708 Iris Rd NE Rio Rancho, NM 87144 Contract Price: Effective Date of Contract:
Bond Bond Amount: Date of Bond: (<i>Date of Bond cannot be earlier than Effective Date of Contract</i>) Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
(<i>Full formal name of Contractor</i>)	(<i>Full formal name of Surety</i>) (<i>corporate seal</i>)
By: _____ (<i>Signature</i>)	By: _____ (<i>Signature</i>)(<i>Attach Power of Attorney</i>)
Name: _____ (<i>Printed or typed</i>)	Name: _____ (<i>Printed or typed</i>)
Title: _____	Title: _____
Attest: _____ (<i>Signature</i>)	Attest: _____ (<i>Signature</i>)
Name: _____ (<i>Printed or typed</i>)	Name: _____ (<i>Printed or typed</i>)
Title: _____	Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

- Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished for use in performance of Construction Contract, which is incorporated herein by reference, subject to the following terms.
- If Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in performance of Construction Contract, then Surety and Contractor shall have no obligation under this Bond.
- If there is no Owner Default under Construction Contract, Surety's obligation to Owner under this Bond will arise after Owner has promptly notified Contractor and Surety (at address described in Paragraph 13) of claims, demands, liens, or suits against Owner or Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in performance of Construction Contract, and tendered defense of such claims, demands, liens, or suits to Contractor and Surety.
- When Owner has satisfied conditions in Paragraph 3, Surety shall promptly and at Surety's expense defend, indemnify, and hold harmless Owner against a duly tendered claim, demand, lien, or suit. Surety's obligations to a Claimant under this Bond will arise after the following:
 - .1. Claimants who do not have a direct contract with Contractor
 - .1.1. have furnished a written notice of non-payment to Contractor, stating with substantial accuracy amount claimed and name of party to whom materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - .1.2. have sent a Claim to Surety (at address described in Paragraph 13).
 - .2. Claimants who are employed by or have a direct contract with Contractor have sent a Claim to Surety (at address described in Paragraph 13).
- If a notice of non-payment required by Paragraph 5.1.1 is given by Owner to Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
- When a Claimant has satisfied conditions of Paragraph 5.1 or 5.2, whichever is applicable, Surety shall promptly and at Surety's expense take the following actions:
 - .1. Send an answer to Claimant, with a copy to Owner, within 60 days after receipt of Claim, stating amounts that are undisputed and basis for challenging any amounts that are disputed; and
 - .2. Pay or arrange for payment of any undisputed amounts.
 - .3. Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which Surety and Claimant have reached agreement. If, however, Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, Surety shall indemnify Claimant for reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
- Surety's total obligation will not exceed amount of this Bond, plus amount of reasonable attorney's fees provided under Paragraph 7.3, and amount of this Bond will be credited for any payments made in good faith by Surety.
- Amounts owed by Owner to Contractor under Construction Contract will be used for performance of Construction Contract and to satisfy claims, if any, under any construction performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in performance of Construction Contract are dedicated to satisfying obligations of Contractor and Surety under this Bond, subject to Owner's priority to use funds for completion of work.
- Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to Construction Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
- Surety hereby waives notice of any change, including changes of time, to Construction Contract or to related subcontracts, purchase orders, and other obligations.
- No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of Construction Contract is located or after expiration of one year from date (1) on which Claimant sent a Claim to Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or last materials or equipment were furnished by anyone under Construction Contract, whichever of (1) or (2) first occurs. If provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
- Notice and Claims to Surety, Owner, or Contractor must be mailed or delivered to address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of date received.
- When this Bond has been furnished to comply with a statutory or other legal requirement in location where construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
- Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
- Definitions
 - .1. *Claim*—A written statement by Claimant including at a minimum:
 - .1.1. Name of the Claimant;
 - .1.2. Name of person for whom labor was done, or materials or equipment furnished;
 - .1.3. A copy of agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in performance of Construction Contract;
 - .1.4. A brief description of labor, materials, or equipment furnished;
 - .1.5. Date on which Claimant last performed labor or last furnished materials or equipment for use in performance of Construction Contract;
 - .1.6. Total amount earned by Claimant for labor, materials, or equipment furnished as of date of Claim;
 - .1.7. Total amount of previous payments received by Claimant; and
 - .1.8. Total amount due and unpaid to Claimant for labor, materials, or equipment furnished as of date of Claim.
 - .2. *Claimant*—An individual or entity having a direct contract with Contractor or with a subcontractor of Contractor to furnish labor, materials, or equipment for use in the performance of Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against real property upon which Project is located. Intent of this Bond is to include without limitation in terms of "labor, materials, or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in Construction Contract, architectural and engineering services required for performance of work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in jurisdiction where the labor, materials, or equipment were furnished.
 - .3. *Construction Contract*—Agreement between Owner and Contractor identified on cover page, including all Contract Documents and all changes made to agreement and Contract Documents.
 - .4. *Owner Default*—Failure of Owner, which has not been remedied or waived, to pay Contractor as required under Construction Contract or to perform and complete or comply with other material terms of Construction Contract.
 - .5. *Contract Documents*—All documents that comprise the agreement between Owner and Contractor.
- If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
- Modifications to this Bond are as follows: (*Describe modification or enter "None"*)
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SECTION 01 10 00 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Work covered by Contract Documents.
 - 2. Contractor use of site and premises.
 - 3. Owner occupancy.
 - 4. Permits.
- B. Related Requirements:
 - 1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Owner: Sandoval County.
- B. Identification: On-Call Sandoval County Soil Haul.
- C. Location: Rio Rancho, New Mexico.
- D. Work consists of, under an on-call basis, load soil in the task indicated location, haul soil in the task indicated location, and stockpile soil where indicated by Owner. Contractor understands Owner may indicate soil haul tasks in any incorporated or unincorporated area of the County. Contractor is responsible for maintaining compliance under the NPDES requirements based on the disturbance area of each task.

1.3 CONTRACTOR USE OF SITE AND PREMISES

- A. Limit use of site and premises to allow:
 - 1. Owner occupancy.
 - 2. Work by Owner.
 - 3. Public access.
 - 4. Landfill traffic on the property of Sandoval County Landfill has right of way.
- B. Construction operations: Limited to areas noted on Drawings.
- C. Time restrictions for performing Work:
 - 1. Monday thru Saturday: 8 a.m. to 4 p.m.
- D. Utility outages and shutdowns:
 - 1. Coordinate and schedule utility outages/shutdown.
 - 2. Allowed only at previously-agreed-upon times.
 - 3. Schedule at least one week before outage/shutdown.
 - 4. Submit outage/shutdown request to Owner itemizing dates, times, and durations of early requested outage/shutdown.

1.4 OWNER OCCUPANCY

- A. Owner will occupy premises during construction to conduct normal operations.
- B. Cooperate with Owner to minimize conflict and facilitate Owner operations.

1.5 PERMITS

- A. Furnish all necessary permits for construction of Work including:
 - 1. Stormwater permit.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 20 00 - PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Inspection and testing allowances.
 - 2. Schedule of Values.
 - 3. Application for Payment.
 - 4. Change Procedures.
 - 5. Measurement and payment - unit prices.
 - 6. Alternates.
- B. Related Requirements:
 - 1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 APPLICATIONS FOR PAYMENT

- A. Submit application on Owner-provided/-approved Application for Payment.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Payment Period: As defined in Owner-Contractor Agreement.
- D. Complete Application for Payment includes Construction progress schedule and submittal schedule, all required to process Application for Payment.

1.3 CHANGE PROCEDURES

- A. Submittals: Submit name of person authorized to receive change documents and responsible for informing others in Contractor's employ or subcontractors of changes to Work.
- B. Carefully study and compare Contract Documents before proceeding with fabricating and installing Work. Promptly advise Engineer of any error, inconsistency, omission, or apparent discrepancy.
- C. Requests for Information (RFI) and Clarifications: Allot time in construction scheduling for liaison with Engineer. Establish procedures for handling queries and clarifications.
 - 1. Use Engineer-standard RFI for requesting information.
 - 2. Engineer may respond with a direct answer on RFI form EJCDC C-942 "Field Order" or EJCDC C-941 "Change Order."
- D. Engineer will advise of minor changes in the Work not involving adjustment to Contract price or time by issuing supplemental instructions on EJCDC C-942 "Field Order."
- E. Engineer may issue EJCDC C-941 "Change Order," including a detailed description of proposed change with supplementary or revised Drawings and Specifications for executing change. Contractor will prepare and submit proposed change in Contractor price and/or time within 7 days.
- F. Contractor may propose changes by submitting a request for change to Engineer, describing proposed change, and its full effect on Work. Include a statement describing reason for change, effect on Contract price and time, with full documentation.
- G. Stipulated Price Change Order: Based on EJCDC C-941 and Contractor's fixed price quotation as recommended by Engineer and accepted by Owner and Contractor.

- H. Unit Price Change Order: For Contract unit prices and quantities, Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units not predetermined, execute Work under EJCDC C-941 as recommended by Engineer and accepted by Owner and Contractor.
- I. Work Directive Change: Engineer may issue directive on EJCDC C-940 signed by Owner, instructing Contractor to proceed with change in Work, for subsequent inclusion in Change Order. Document will describe changes in Work and designate method of determining any change in Contract price or time. Promptly execute change.
- J. Document each quotation for change in Project cost or time with sufficient data to allow evaluation of quotation.
- K. Change Order Forms: EJCDC C-941.
- L. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract.
- M. Correlation of Contractor Submittals:
 - 1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract price.
 - 2. Promptly revise Progress Schedules to reflect change in Contract time, revise subschedules to adjust times for other items of Work affected by change, and resubmit.
 - 3. Promptly enter changes in Record Documents.

1.4 UNIT PRICES

- A. Authority: Measurement methods delineated in Section 01 22 00 "Measurement and Payment."
- B. Take measurements and compute quantities. Engineer to verify.
- C. Unit Quantities: Quantities and measurements indicated in Bid Form are for Contract purposes only. Quantities and measurements supplied or placed in Work determine payment. When actual Work requires more or fewer quantities than those indicated, provide required quantities at contracted unit prices.
- D. Payment Includes:
 - 1. Full compensation for required labor, products, tools, equipment, plant, transportation, services, and incidentals;
 - 2. Erection, application, or installation of Work item;
 - 3. Overhead and profit.
- E. Final payment for Work governed by unit prices will be made based on actual measurements and quantities accepted by Engineer multiplied by unit price for Work incorporated in or made necessary by Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 22 00 - MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Procedures for measurement and payment.
 - 2. Mobilization demobilization.
 - 3. Unit price items.
 - 4. Lump sum items.
 - 5. Bid Form-specific payment items.
- B. Related Requirements:
 - 1. Section 00 41 00 "Bid Form."
 - 2. Other Division 01 Specification Sections apply to Work of the Section.

1.2 PROCEDURES FOR MEASUREMENT AND PAYMENT

- A. Unit price bid on each item as stated in Section 00 41 00 "Bid Form" includes furnishing all labor, superintendence, machinery, equipment, and materials, except as otherwise specified, necessary, or incidental to complete various item of Work per Drawings and Specifications.
- B. Cost of Work or materials shown on Drawings or called for in Specifications and on which no separate payment is made, included in bid prices on various pay items.
- C. Payment not made for any items not complete, including all associated incidental Work.

1.3 UNIT PRICE ITEMS

- A. Unit price items, not otherwise included herein, paid at a unit price per unit.
- B. Payment will include all work and material for installing unit price item as specified.
- C. Measurement made in units shown on Section 00 41 00 "Bid Form."

1.4 LUMP SUM ITEMS

- A. Lump sum items include all work and materials for installing lump sum item as specified.
- B. Payment based on percentage complete basis as agreed by Engineer and Contractor.
- C. Payment includes all work and material for installing lump sum Bid item as specified.

1.5 BID FORM-SPECIFIC PAYMENT ITEMS

- A. Soil Hauling:
 - 1. Bid Item 1 - Mobilization (Typical):
 - a. Measurement: Per each task during on-call to mobilize and demobilize equipment.
 - b. Payment made for mobilization and demobilization on a per on-call task basis. Bid amount for mobilization and demobilization for an assumed one day of on-call soil haul task. Work under this item consists of preparatory work and operations, including but not limited to those necessary for movement of personnel, equipment, supplies, and incidentals to Work; establish all offices, buildings, and other facilities necessary for Work; and all other work and operations performed or costs incurred prior to beginning

- Work on various items of Work. Payment for mobilization and demobilization of the task will be on completion of the same task.
2. Bid Item 2 - NPDES Compliance (Typical):
 - a. Measurement: Per each task during on-call which requires compliance with NPDES requirements.
 - b. Payment made for compliance with NPDES requirements on a per task basis subject to the size of disturbance. Compliance with NPDES requirements may include but not limited to filing Notice of Intent (NOI), preparation and filing of SWPPP, installation and maintenance of erosion control measures, preparing reports, and filing a Notice of Termination (NOT). If disturbance of an on-call task is a size that the exempt from NPDES requirements, no payment will be made for this item for the same task. Payment for NPDES compliance will be made on completion of the same task.
 3. Bid Item 3 - 0 to 20 Mile Soil Haul Range:
 - a. Measurement: Per cubic yard.
 - b. Payment made for loading soil at location indicated during the on-call task, hauling soil to indicated location, and stockpiling material where indicated by Owner within the haul range of this bid item.
 4. Bid Item 4 - 20 to 40 Mile Soil Haul Range:
 - a. Measurement: per cubic yard.
 - b. Payment made for loading soil at location indicated during the on-call task, hauling soil to indicated location, and stockpiling material where indicated by Owner within the haul range of this bid item.
 5. Bid Item 5 - 40 to 60 Mile Soil Haul Range:
 - a. Measurement: Per cubic yard.
 - b. Payment made for loading soil at location indicated during the on-call task, hauling soil to indicated location, and stockpiling material where indicated by Owner within the haul range of this bid item.
 6. Bid Item 6 - 60 to 80 Mile Soil Haul Range:
 - a. Measurement: Per cubic yard.
 - b. Payment made for loading soil at location indicated during the on-call task, hauling soil to indicated location, and stockpiling material where indicated by Owner within the haul range of this bid item.
 7. Bid Item 7 - 80 to 100 Mile Soil Haul Range:
 - a. Measurement: Per cubic yard.
 - b. Payment made for loading soil at location indicated during the on-call task, hauling soil to indicated location, and stockpiling material where indicated by Owner within the haul range of this bid item.
 8. Bid Item 8 - 100 to 120 Mile Soil Haul Range:
 - a. Measurement: Per cubic yard.
 - b. Payment made for loading soil at location indicated during the on-call task, hauling soil to indicated location, and stockpiling material where indicated by Owner within the haul range of this bid item.
- B. Material Hauling:
1. Bid Item 9 - 0 to 20 Mile Material Haul Range:
 - a. Measurement: Per hour and/or per mile.
 - b. Payment made for pickup of material at location indicated during the on-call task, hauling material to indicated location, and unloading material where indicated by Owner within the haul range of this bid item.

2. Bid Item 10 - 20 to 40 Mile Material Haul Range:
 - a. Measurement: Per hour and/or per mile.
 - b. Payment made for pickup of material at location indicated during the on-call task, hauling material to indicated location, and unloading material where indicated by Owner within the haul range of this bid item.
3. Bid Item 11 - 40 to 60 Mile Material Haul Range:
 - a. Measurement: Per hour and/or per mile.
 - b. Payment made for pickup of material at location indicated during the on-call task, hauling material to indicated location, and unloading material where indicated by Owner within the haul range of this bid item.
4. Bid Item 12 - 60 to 80 Mile Material Haul Range:
 - a. Measurement: Per hour and/or per mile.
 - b. Payment made for pickup of material at location indicated during on-call task, hauling material to indicated location, and unloading material where indicated by Owner within the haul range of this bid item.
5. Bid Item 13 - 80 to 100 Mile Material Haul Range:
 - a. Measurement: Per hour and/or per mile.
 - b. Payment made for pickup of material at location indicated during the on-call task, hauling material to indicated location, and unloading material where indicated by Owner within the haul range of this bid item.
6. Bid Item 14 - 100 to 120 Mile Material Haul Range:
 - a. Measurement: Per hour and/or per mile.
 - b. Payment made for pickup of material at location indicated during the on-call task, hauling material to indicated location, and unloading material where indicated by Owner within the haul range of this bid item.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 25 00 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Quality assurance.
 - 2. Product options.
 - 3. Product substitution procedures.
- B. Related Requirements:
 - 1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 QUALITY ASSURANCE

- A. Contract is based on products and standards established in Contract Documents without consideration of proposed substitutions.
- B. Products specified define standard of quality, type, function, dimension, appearance, and performance required.
- C. Substitution Proposals: Permitted for specified products except where specified otherwise. Do not substitute products unless Owner accepts substitution and approves in writing.

1.3 PRODUCT OPTIONS

- A. Refer to Section 01 60 00 "Product Requirements."

1.4 PRODUCT SUBSTITUTION PROCEDURES

- A. Engineer will consider requests for substitutions only within 30 days after date established in Notice to Proceed.
- B. Substitutions may be considered when product becomes unavailable through no fault of Contractor.
- C. Document each request with complete data, substantiating compliance of proposed substitution with Contract Documents, including:
 - 1. Manufacturer name and address, product, trade name, model, or catalog number, performance and test data, and reference standards.
 - 2. Itemized point-by-point comparison of proposed substitution with specified product, listing variations in quality, performance, and other pertinent characteristics.
 - 3. Reference to Article numbers in Specifications.
 - 4. Cost data comparing proposed substitution with specified product and amount of net change to Contract Sum.
 - 5. Changes required in other Work.
 - 6. Availability of maintenance service and source of replacement parts, as applicable.
 - 7. Certified test data to show compliance with performance characteristics specified.
 - 8. Samples when applicable or requested.
 - 9. Other information as necessary to assist Engineer's evaluation.

- D. A request constitutes a representation Contractor:
 - 1. Investigated proposed product and determined it meets/exceeds quality level of specified product.
 - 2. Will provide same warranty for substitution as specified product.
 - 3. Will coordinate installation and make changes to other Work required for Work to complete with no additional cost to Owner.
 - 4. Waives claims for additional costs/time extension that subsequently become apparent.
 - 5. Will coordinate installation of accepted substitute, making required changes for Work to complete in all respects.
 - 6. Will reimburse Owner for review/redesign services associated with reapproval by authorities having jurisdiction.
- E. Substitutions not considered when indicated/implied on Shop Drawing or Product Data submittals without separate written request or acceptance requires revision to Contract Documents.
- F. Substitution Submittal Procedure:
 - 1. Submit requests for substitutions on Contractor-standard or Engineer-provided form.
 - 2. Submit electronic files to Project website of Request for Substitution for consideration. Limit each request to one proposed substitution.
 - 3. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence. Burden of proof is on Contractor.
 - 4. Engineer will notify Contractor in writing of decision to accept/reject request.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Project Information Management.
 - 2. Coordination.
 - 3. Preconstruction meeting.
 - 4. Electronic drawing file (digital data) request.
 - 5. Request for information.
 - 6. Progress meetings.
- B. Related Requirements:
 - 1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 PROJECT INFORMATION MANAGEMENT

- A. Project Website:
 - 1. Use Newforma Info Exchange at <https://projects.team-psc.com/UserWeb/Login> to send and receive Project information.
 - 2. Contact Engineer to set up user name and password information.
 - 3. If Project is not listed when logged in, contact Engineer to add Project to your account.
- B. Project information includes, but is not limited to:
 - 1. Product Submittals.
 - 2. Requests for Information (RFI).
 - 3. Applications for Payment.
 - 4. Schedules.
 - 5. Construction Change Requests (CCRs).
 - 6. Close-out Documents.
 - 7. Construction Document Files.

1.3 COORDINATION

- A. Coordinate scheduling, submittals, and Work to assure efficient and orderly sequence of installation of construction elements.
- B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various Sections having interdependent responsibilities for installing, connecting to, and placing such equipment in service.
- C. Coordinate space requirements and installation of mechanical and electrical work indicated diagrammatically on Drawings. Follow routing as closely as practicable. Utilize spaces efficiently to maximize accessibility for other installations, maintenance, and repairs.
- D. In finished building areas, except as otherwise indicated, conceal pipes, ducts, and wiring within construction. Coordinate locations of fixtures and outlets with finish elements, as applicable.

- E. Coordinate completion and clean-up of Work of separate Sections in preparation for Substantial Completion and for portions of Work designated for Owner's occupancy.
- F. After Owner occupancy of premises, coordinate access to site with Owner for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.4 REQUEST FOR INFORMATION (RFI)

- A. RFI requests from subcontractors or material suppliers will not be considered.
- B. Information indicated on RFI shall be complete before submission. If Engineer determines request can be answered with information provided, Engineer will assign RFI tracking number. If Engineer determines request is not an RFI, request will be returned to Contractor electronically and deleted from Engineer's electronic tracking software without assigning an RFI tracking number. A transmittal document returning denied RFI request will be provided with a response indicating action to be taken by Contractor.
- C. RFIs may contain more than one item when items are related. Otherwise, only one item shall be addressed on each RFI request.
- D. Allow seven days for Engineer's response to each RFI.
- E. Response to RFI will be issued to Contractor and Owner per Section 01 33 00 "Submittal Procedures."
- F. Responses from Engineer are not changes unless issued with a change per Section 01 20 00 "Price and Payment Procedures."

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes quality control.
- B. Related Requirements:
 - 1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 QUALITY CONTROL

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturer's instructions. If manufacturer's instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. Perform Work using persons qualified to produce required and specified quality.
- D. Products, materials, and equipment may be subject to inspection by Engineer at place of manufacture or fabrication. Such inspections shall not relieve Contractor of complying with requirements of Contract Documents.
- E. Supervise performance of Work to ensure Work, whether completed or in progress, will not be subjected to harmful, dangerous, damaging, or otherwise deleterious exposure during construction.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Temporary Utilities:
 - a. Water.
 - b. Sanitary.
 - 2. Temporary Controls:
 - a. Dust control.
 - b. Erosion and sediment control.
- B. Related Requirements:
 - 1. Other Divisions 01 Specification Sections apply to Work of this Section.

1.2 WATER

- A. Connect to existing water source for construction operations. Extend and supplement with temporary devices as needed to maintain specified conditions for construction operations.
- B. Owner will pay cost of water used. Exercise measures to conserve water.

1.3 SANITARY

- A. Provide and maintain required facilities and enclosures.
- B. Do not use existing facilities.

1.4 EMPLOYEE RESIDENTIAL OCCUPANCY

- A. Not allowed.

1.5 DUST CONTROL

- A. Execute Work to minimize raising dust from construction operations.
- B. Provide positive means to prevent airborne dust from dispersing into atmosphere.

1.6 EROSION AND SEDIMENT CONTROL

- A. Plan and execute construction to control surface drainage from cuts, fills, borrow, and waste disposal areas. Prevent erosion and sedimentation.
- B. Minimize surface area of bare soil exposed at one time.
- C. Provide temporary measures including berms, dikes, drains, and other devices to prevent water flow resulting in erosion.
- D. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
- E. Periodically inspect earthwork to detect evidence of erosion and sedimentation. Promptly apply corrective measures.
- F. Comply with Section 01 57 23 "Temporary Stormwater Pollution Control."

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 57 23 - TEMPORARY STORMWATER POLLUTION CONTROL

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Contractor responsibilities.
 - 2. Submittals.
 - 3. Erosion and sediment controls.
- B. Related Requirements:
 - 1. Local jurisdiction requirements.
 - 2. Other Division 01 Specification Sections apply to Work of this Section.

1.2 CONTRACTOR RESPONSIBILITIES

- A. Contractor is solely responsible for meeting all State of New Mexico and EPA requirements for stormwater pollution prevention:
 - 1. Develop a Stormwater Pollution Prevention Plan (SWPPP) if not provided;
 - 2. File Notice of Intent (NOI) and include Owner as an "Operator;"
 - 3. Install and maintain all erosion control measures and best management practices (BMPs);
 - 4. Perform inspections and prepare reports; and
 - 5. File Notice of Termination (NOT).

1.3 SUBMITTALS

- A. Submit to Owner, SWPPP, Submittal Procedures, and all other related documentation conforming to Section 01 33 00 "Submittal Procedures."

1.4 EROSION AND SEDIMENT CONTROLS

- A. Implement structural measures to divert flows from exposed soils, temporarily store flows, or otherwise limit run-off and discharge of pollutants from exposed areas of site. Timely implement structural practices as specified in SWPPP during construction to minimize erosion and sediment run-off.
- B. Stabilized Ingress/Egress:
 - 1. Provide stabilized access to/from construction site as soon as practical per SWPPP.
 - 2. Ensure any soil tracked off-site is cleaned from existing roads, alleys, and any adjacent properties as soon as possible. Check for any pollutants (mud, silt, sand, cement, construction materials, etc.) tracked or washed off-site and perform necessary clean-up measures at the end of each work day.
- C. Silt Fences/Diversion Berms: Provide as a temporary structural practice to minimize erosion and sediment runoff, as necessary. Properly install silt fences and/or diversion berms to effectively retain sediment immediately after completing each phase of work where erosion would occur as sheet and rill erosion (clearing and grubbing, excavation, embankment, grading, etc.).

- D. Sand/Gravel Bags: Provide as a temporary structural practice to minimize erosion and sediment runoff. Properly place bags to effectively retain sediment immediately after completing each phase of work (clearing and grubbing, excavation, embankment, grading, etc.) in each independent runoff area (after clearing and grubbing between ridge and drain, place bags as work progresses, remove/replace/relocate bags as needed for work to progress in drainage area). Replace sand/gravel bags no longer in good condition, as needed.
- E. Site Stabilization:
 - 1. Minimize surface area of base soil material at one time.
 - 2. Implement necessary stabilization measures including:
 - a. Temporary/permanent seeding/sodding;
 - b. Mulching;
 - c. Geotextiles;
 - d. Vegetative buffer strips;
 - e. Paving;
 - f. Rock riprap; and/or
 - g. Rock-filled gabions.
 - h. Inlet protection.
 - 3. Implement stabilization measures per SWPPP.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION