

# BID NO. B-2009-16

PROJECT FOR: TAOS COUNTY

## ARROYO SECO COMMUNITY CENTER ARROYO SECO, NM EXTERIOR WALL REBUILD

**DATE:** SEPTEMBER 2009

**PROJECT NO.** J090900

**Project manual**

**ROBERT J. STURTCMAN**  
architect  
7118 Hwy 518, Ranchos de Taos, NM 87557  
casa talpa, unit 2 ph: 758-4933

FAX (505) 758-4067

document no.

For  
**ASC**

September 2009

PARTIAL EXTERIOR WALL REBUILD

for

# Taos County Bid # B-2009-16

## Taos County Arroyo Seco Community Center

Arroyo Seco, New Mexico

Architect's Project No.J090900

(Architect's Stamp)

Robert J. Sturtzman  
Architect  
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Ranchos de Taos, New Mexico 87557  
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## Legal Publication

**BID #B-2009-16**

Notice is hereby given that the County of Taos, New Mexico calls for sealed bids for:

### **Exterior Renovation of the Arroyo Seco Community Center**

Interested parties may request a copy of the specifications from the Purchasing Agent at:

Taos County Grants Administration

OR

Phone 575-737-6317

105 Albright Street, Suite P

E-mail [anita.padilla@taoscounty.org](mailto:anita.padilla@taoscounty.org)

Taos, New Mexico 87571

Web [www.taoscounty.org](http://www.taoscounty.org)

The bid/s must be mailed or delivered to the above address by **3:00p.m. Thursday, November 5, 2009**. Timely submission by mail means that the bid must actually be delivered to Taos County by 3:00 pm, Thursday, November 5, 2009. Bids received after 3:00 p.m. will be considered unresponsive. Bids will be opened by the Grants Administrator at the Taos County Office of Community Development on the above date and time, 106 Gusdorf Place, Taos, NM. For directions please contact Anita Padilla (575) 737-6323.

For a complete description and a copy of the plans and specifications for this project, please contact Robert J. Sturtzman, Architect at 575-758-4933 (a refundable deposit may be required, payable to the Architect)

Taos County reserves the right to reject any or all bids, and waive all formalities.

By Order of the Governing Body

Taos County Commission

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Anita B. Padilla, Grants Administrator

October 14, 2009

### **Publish**

Monday, October 19, 2009 thru Tuesday, October 20, 2009 Albq. Journal

Thursday, October 22, 2009 Taos News

Thursday, October 22, 2009 Rio Grande Sun

**P.O. # 22037 Taos News**

**P.O. # 22038 Rio Grande Sun**

**P.O. # 22036 Albq. Journal**

## SECTION I - GENERAL CONDITIONS

1. **Bid Proposal Form/s:** ALL ORIGINAL PAGES INCLUDED IN THIS INVITATION TO BID MUST BE COMPLETED AND RETURNED AS PART OF THE BID DOCUMENT. Bidders who submit more than one bid proposal are instructed to complete a separate form for each bid proposal. Forms may be submitted together, or individually, at the discretion of the bidder. The forms must be signed, and the package sealed, with the bid number clearly stated on the outside of the envelope or package.
2. **Proposal Binding for 60 days:** Unless otherwise specified, all formal bids submitted shall be binding for sixty (60) calendar days following bid opening date, unless the bidder, upon request of the Purchasing Officer, agrees to an extension.
3. **Payment Terms:** Payment shall be made pursuant to the NM Procurement Code and Taos County Ordinance after receipt of goods/services or as per contract terms.
4. **Taxes:** Taos County is exempt from Gross Receipts Tax (GRT) for the purchase of tangible personal property. Prices shown on the bid proposal shall be exclusive of GRT. Applicable GRTs for items other than tangible personal property shall be shown as a separate amount on each billing made under the contract. A properly issued Type 9 Non-Taxable Transaction Certificate may be obtained from the County that will document the exemption from the GRT.
5. **Brand Name Specifications and Equivalency:** Taos County uses brand names in order to indicate the standard of quality, performance or other pertinent characteristics that the County will accept. The bidder is instructed to regard such names as “*or equivalent*” and is allowed to substitute the specification with another brand which meets or exceeds the specification. The County hereby reserves the right to approve as equivalent, or to reject as not being equivalent, any item the bidder proposes to furnish which contains variations from specification requirements but may comply substantially therewith. Such decisions are made strictly at the discretion of the County, and the County’s decision shall be final.
6. **Clarifications:** If there is any clarification, problem, ambiguity, or question regarding this bid, the bidder shall contact the Purchasing Officer or her designee in writing prior to the bid opening. Clarifications and addendums will be prepared by the Purchasing Officer or her designee and disseminated to all potential bidders. Except as specifically authorized by the Purchasing Officer, questions answered by any other person or county official shall be considered non-applicable to the legal review of this bid.
7. **Preferences:** A five percent (5%) preference will be given to all businesses that have been issued a Resident Business Certification by the State of New Mexico. **This Certificate Number must be included on the Bid Proposal Form and a copy of the certification must be attached.** If you have a question regarding the Five Percent Resident Business Certification, or wish to apply for it, please contact the State Purchasing Office in Santa Fe at (505) 827-0474. This Certification allows the evaluation of a bid at five percent less than the amount submitted. **Please note that this number is NOT the firm’s State CRS Number.**

8. **Delivery:** Delivery of goods or services, if applicable, shall be FOB-Destination, and shall be specified within the Scope of Work of this Bid Proposal Package.
9. **Start and Completion Dates:** Substantial Completion shall be achieved no later than 90 days from Owner's Notice to Proceed.
10. **Bid Irregularities and Informalities:** The Taos County Board of Commissioners reserves the right to waive immaterial irregularities and informalities.
11. **Minimum Specifications:** Specifications supplied are as minimum standards.
12. **Non-Discrimination Policy:** Contractor agrees that Contractor, and Contractor's employee/s and/or agent/s shall comply with all federal, state, and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity laws, regulations, and practices.
13. **Prevailing Wages:** For any one project with a cost of \$60,000.00 or more, Contractor shall complete and file with the New Mexico Department of Labor – Public Works Bureau, a Statement of Intent to Pay Prevailing Wages, which must be approved before construction can begin.
14. **Public Works Registration:** Any one project with a cost of \$50,000.00 or more is subject to the Public Works Minimum Wage Act (13.4.10 NMSA 1978). The Contractor, serving as a prime contractor or not, shall be registered with the Labor and Industrial Division of the Labor Department.
15. **Warranty:** Contractor hereby guarantees the workmanship, the product or materials provided, and/or services from the date of acceptance by the County as per bid and contract terms for a period of one year.
16. **Liquidated Damages:** In the event that Contractor fails to complete said project, or provide the receivables from the services provided, by the agreed upon completion / due date, Contractor shall pay, to the County, liquidated damages of \$250.00 per each calendar day past said completion/ due date. If applicable.
17. **Bid and Performance Bonds:** A bid bond or security equal to 10% of the bid price is required with the bid proposal, to protect the interests of the County. A performance and payment bond equal to 100% of the project will be required if the contract amount is \$25,000.00 or more, pursuant to §13-4-18 NMSA 1978. These bonding requirements shall be provided by a surety company authorized to do business in this State.
18. **Evaluation and Award:** The bid/s will be evaluated and presented to the Board of Taos County Commissioners, and MAY be awarded in an open meeting following the bid opening. Taos County reserves the right to accept or reject any or all bid proposals, to award the bid/s to multiple contractors and to award the bid/s in whole or in part. Taos County also reserves the right to renew or extend this award for a multiyear term up to (3) three years if and when applicable.

19. **Construction Contract:** Following the award of this bid, the County and the bidder shall execute a Construction Contract detailing the terms and conditions, including start and end dates, payment schedule, etc., satisfactory to both parties.
20. **Additional Costs:** The County shall not be responsible to pay for any costs associated with bid submission, nor for payment of any add-on, addition, or optional equipment or service that has not been authorized in writing by the County.

## SECTION II - SPECIFIC CONDITIONS

1. **Evaluation Criteria:** Lowest responsible price. Taos County shall evaluate the bid proposal per item or as a lump sum, whichever is most advantageous.
2. **Required for Submission With Proposal:**
  - ◆ Copy of contractor's GB-98 license;
  - ◆ Copy of contractor's Property and Liability, and Worker's Compensation insurances;
  - ◆ At least three references contacts;
  - ◆ A Gantt chart or similar document showing the expected progress of the project at critical stages along a timeline;
  - ◆ A Bid Bond or Security equal to 10% of the bid price;
  - ◆ Subcontractors listing;
  - ◆ NM Public Works Registration Number;
  - ◆ Proposed payment terms;
  - ◆ Campaign Contribution Disclosure Form;
  - ◆ Receipt of Addendum if applicable;
  - ◆ Add Alternate Listing Form
3. **Scope of Work:** Taos County seeks a contractor who has all applicable licenses and certificates to provide construction services for the renovation of the Arroyo Seco Community Center, 495 State Road 150, Arroyo Seco, NM in accordance with all plans and specifications.
4. **Specifications:** Please note: This is a brief description. For a complete description and a copy of the plans and specifications for this project, please contact Robert J. Sturtzman, Architect at 575-758-4933 (a refundable deposit may be required, payable to the Architect):

**Phase One:** Removal and Replacement of existing parapet wall and exterior wall and parapet wall plaster (extent as shown on the drawings: approximately 40 l.f., to be verified in field). Provide and construct with new stabilized adobe units, a new parapet wall complete with Concrete Bond Beam and Portland Cement Plaster and Stucco on exterior surfaces of same. Provide associated roof flashing and roof patching materials as necessary at roof deck/new parapet juncture for a watertight assembly.

**Phase Two:** (Add Alternate No.1) Removal and Replacement of existing adobe walls and parapet wall of the East and North corner walls of the existing building and associated plaster finishes, including two existing windows (extent as shown on the drawings: approximately 75 l.f., to be verified in field). Remove existing Concrete Apron at east wall (approximately 30 l.f.,

to be verified in field). Provide and construct with new stabilized adobe units, new walls and associated parapet walls, including concrete bond beams. Provide and install two new casement-type windows. Provide and apply Portland Cement Plaster and Stucco at exterior surfaces and smooth finish mud plaster on interior surfaces of new walls. Provide associated roof flashing and roof patching materials as necessary at roof deck/new parapet juncture for a watertight assembly. Replace existing electrical outlets as necessary.

Before any renovation of the walls take place, there must be proper and adequate roof shoring and support and wall shoring in place. Contractor shall provide all necessary shoring of existing building structure to prevent collapse of remaining building structure and related building elements. He shall provide all safeguards and protection of all personnel and building elements as per all codes and OSHA requirements.

Contractor will be responsible for furnishing all materials not provided by Owner, labor, and removal of all debris and must ensure that the site is clean at all times.

Contractor will obtain and pay for building permits and schedule all inspections as needed. Contractor will maintain project supervision on site at all times. Contractor will provide progress reports to the Grants Administrator, Anita Padilla every 2 weeks. Mandatory pre-bid walk-through at the site is scheduled for October 29, 2009 at 10:00 am at the project site.

All construction shall meet all minimum building code standards, as well as conform to all applicable laws and regulations, including ADA standards.

The bidder is required to signify whether the bid complies with the specifications listed above and all applicable building codes. The cost for each of these items shall include all labor, subcontractors, material, equipment, overhead, freight, taxes, etc. to cover the complete work of the items listed.

Bids must include complete information to enable the evaluators to make accurate determinations regarding the qualifications of the firm and the quality of work to be provided. Respondents are encouraged to include any other information that will highlight qualifications of the firm.

### **SECTION III – PROPOSAL CRITERIA**

Bids must include complete information covering all of the above items to enable the evaluators to make accurate determinations regarding the qualifications of the firm.

### **SECTION IV - OTHER TERMS**

1. **Bid Protests and Protest Bond:** A bidder who wants to protest a bid award shall submit an official protest in writing within fifteen calendar days of notification of the award. The protest shall include the bid number and detail the reason/s for the protest, along with a \$5,000 (five thousand dollars) Protest Bond. The bonding requirement shall be provided by a surety company authorized to do business in this State, or in cash, or otherwise supplied in a form satisfactory to the County. The bond will be forfeited to Taos County in the event the protestor loses the case.



2. **Appropriations:** This contract is contingent upon there being sufficient appropriations available. The County shall be the sole and final determiner of whether sufficient appropriations exist.
3. **Annual Review:** If this contract encompasses more than one fiscal year, this is subject to an annual review by the County. If any deficiencies are noted during the review process, the Contractor shall be given a specified time, as per the Notice to Cure provision below, in which to cure said deficiency(ies).
4. **Status of Contractor:** Contractor acknowledges that Contractor and its subcontractors (if applicable) is/are licensed to do the job as proposed, and is/are registered with the New Mexico Department of Labor. Contractor further acknowledges it is an independent contractor and as such Contractor and Contractor's employees, agents and representatives shall not be considered employees or agents of the County, nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, use of vehicles, or any other benefits provided to County employees.
5. **Non-Agency:** Contractor agrees not to purport to bind the County to any obligation not assumed herein by the County, unless the Contractor has express written approval and then only within the limits of that expressed authority.
6. **Confidentiality:** Any information learned, given to, or developed by Contractor in the performance of this contract shall be kept confidential and shall not be made available or otherwise released to any individual or organization without prior written approval of the County.
7. **Worker's Compensation:** Contractor acknowledges that Contractor and Contractor's employees, agents and representatives shall have no claim whatsoever to worker's compensation coverage under the County's policy. Contractor shall provide documentation of adequate coverage for its employees.
8. **Indemnification:** Contractor agrees to indemnify and hold harmless the County from any and all claims, suits, and causes of action that may arise from Contractor's performance under this contract unless specifically exempted by New Mexico law. Contractor further agrees to hold harmless the County from all personal claims for any injury or death sustained by Contractor, Contractor's employees, agents, or other representatives while engaged in the performance of this contract.
9. **Records Audit:** Contractor shall keep, maintain, and make available to the County all records, invoices, bills, etc. related to performance of this contract for a period of no less than three (3) years after the date of final payment. If federal grant funds are used to pay under this contract, Contractor shall retain all records for the period of time under which OMB Circular 102-A shall apply. Said records shall be available for inspection, audit and/or copying by the County or its authorized representatives or agent, including federal and/or state auditors.
10. **Assignment & Subcontracting:** Contractor shall not assign, transfer, or subcontract any interest in this contract or attempt to assign, transfer, or subcontract any claims for money due under this contract without the prior written approval of the County. Third-party

services, employed by the Contractor to be used in the performance of this contract, must be identified, in a written attachment to this contract, indicating: (a) what service/s the third party is to do; (b) when the service/s are to be performed; and (c) compensation being provided by Contractor.

11. **Listing of Subcontractors:** Contractor shall provide a subcontractors listing as part of the original bid packet for all projects with a threshold of \$5,000.00 or one-half of one percent of the architect's or engineer's estimate of the total project cost, not including alternates, whichever is greater. The subcontractors listing shall consist of (1) the name and the city or county of the place of business of each subcontractor under subcontract to the contractor who will perform work or labor or render service to the contractor in or about the construction of the public works construction project in an amount in excess of the listing threshold; and (2) the category of the work that will be done by each subcontractor. The contractor shall list only one subcontractor for each category as defined by the contractor pursuant to NMSA 1978, §13-4-34.
12. **Conflict of Interest:** Contractor warrants that Contractor presently has no interest or conflict of interest, and shall not acquire any interest or conflict of interest which would conflict with Contractor's performance of services under this contract.
13. **Non-Discrimination:** Contractor agrees that Contractor and Contractor's employee/s and agent/s shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.
14. **Required Insurances:** Contractor shall maintain liability insurance in an amount at least equal to the requirements set forth by the New Mexico Tort Claims Act, NMSA 1978, § 41-4-19 (2008), and sufficient Worker's Compensation insurance.
15. **Authority of Agent:** The Contractor represents that the person executing documents on behalf of the Contractor has been duly authorized to do so
16. **Applicable Law:** This contract shall be governed by the Laws of the State of New Mexico, including the New Mexico Procurement Code, NMSA 1978, § 13-1-28 et seq.(as amended) and the Ordinances, Resolutions, rules and regulations of the County.
17. **Contract Terms:** The terms and provisions of this Section are not all of the terms and provisions that will be included in the Construction Contract to be signed by the County and the Contractor.
18. **Severability:** In the event that a court of competent jurisdiction finds that any term or provision of this contract is void, null, or otherwise unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the court's findings.
19. **Default by Contractor:** In the event that Contractor defaults on any term of provision of this contract, the County retains the sole right to determine whether to declare the contract voidable and/or Contractor agrees to pay the County the reasonable costs, including court

fees and attorney fees and direct and indirect damages, incurred in the enforcement of this contract.

20. **Efforts to Cure:** If the County elects to provide the Contractor with notice to cure any deficiency or defect, the Contractor may have the time specified in the written "Notice to Cure" Authorization. Failure by the Contractor to cure said deficiency or defect, within the authorized time, shall result in an immediate termination of this contract subject to the provision above.
21. **Costs and Attorney's Fees:** In the event of any litigation involving the bid, the bid process or the breach of any term or provision of any of the bid documents, the County shall recover its reasonable costs and attorney's fees if it prevails in said litigation.
22. **Jurisdiction and Venue:** Any legal proceeding brought against the County, arising out of this contract, shall be brought before the Eighth Judicial District Court, Taos County, State of New Mexico.
23. **Illegal Acts:** Pursuant to NMSA 1978, § 13-1-191 (1984), it shall be unlawful for any Contractor to engage in bribery, offering gratuities with the intent to solicit business, or offering or accepting kickbacks of any kind. All other similar act/s of bribes, gratuities and/or kickbacks are likewise hereby prohibited.
24. **Contractor Campaign Contribution Disclosure Form:** State law requires all prospective contractors to file this form. Please submit form as part of the original bid documents.

**SECTION V - TAOS COUNTY BOARD OF COUNTY COMMISSIONERS  
BID FORM**

To: Taos County Purchasing Agent  
105 Albright Street Suite P  
Taos, New Mexico 87571

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

Having read the bid conditions and examined the specifications for Bid # B-2009-16, I/we hereby submit a bid accordingly. \*Amounts shall be in both words and numbers, and includes all miscellaneous costs and taxes. In the event of a discrepancy, the amount in words shall govern.

Itemized breakdown of estimated billing cost per client or per meal. \$ \_\_\_\_\_.

\_\_\_\_\_.

\_\_\_\_\_.

**We understand that we must return the completed Proposal document to be considered a responsive bid.**

N.M. Five Percent Resident Business Certification Number: \_\_\_\_\_

NON-DISCRIMINATION POLICY: This Company does not discriminate on the basis of color, national origin, sex, religion, age and disabled status in employment or the provision of services.

SUBMITTED BY:  
(Fill out all lines)

\_\_\_\_\_  
Signature of Agent

\_\_\_\_\_  
Printed Name & Title of Agent

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Fax No. (optional)

\_\_\_\_\_  
Federal Tax I.D. #

\_\_\_\_\_  
NM CRS # (if located in-state)

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

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

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

The following definitions apply:

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(The above fields are unlimited in size)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (position)

**--OR--**

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

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (Position)



## CONSTRUCTION CONTRACT

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This contract is hereby made and entered into by and between the County of Taos, a New Mexico political subdivision (hereinafter "County") and \_\_\_\_\_ (hereinafter "CONTRACTOR").

For consideration paid, the parties agree to the following terms and conditions:

### **ARTICLE I** **Contract Documents**

- 1.1 The Contract Documents represent the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.
- **EXHIBIT A-**
- 1.2 County may request changes to the Work under this Contract. If mutually agreed to, the written change order will be signed and dated by the County and the Contractor.

### **ARTICLE II** **Scope of Work**

- 2.1 The Work that is the subject of this Contract is \_\_\_\_\_

### **ARTICLE III** **Contract Relationship and Schedule**

- 3.1 The Contractor accepts the relationship of the trust and confidence established by this Contract. The Contractor covenants with the County to cooperate with him or his agents and utilize the Contractor's best skill, efforts and judgment in furthering the interests of the County; to furnish efficient business administration and supervision, to make best efforts to furnish at all times an adequate supply of workers and materials, and to perform the Work in the best way and most expeditious and economical manner consistent with the interests of the County. The County agrees to exercise best efforts to enable the Contractor to perform the Work in the best way and most expeditious manner by furnishing and approving in a timely way information required by the Contractor and arranging payments to the Contractor in accordance with the requirements of the Contract Documents.
- 3.2 The project will commence on \_\_\_\_\_. The Contractor shall complete the Work on or before \_\_\_\_\_.

**ARTICLE IV**  
**Payments to Contractor**

- 4.1 The County shall pay the Contractor for the performance of the work, \_\_\_\_\_ exclusive of applicable N.M. Gross Receipts Tax. No further amount(s) shall be available under this contract without written amendment to this contract executed prior to the additional work being performed.

Contractor will apply for payment by submitting invoices to the Finance Department attn: \_\_\_\_\_, showing the work completed and the amount to be paid. Payments will be made on a reimbursable basis within 30 days of the County's receipt of the invoice, contingent upon satisfactory completion of the work for which the request for payment is made. Satisfactory completion of the Work will be determined by inspection by applicable Taos County staff to ensure that the Work is completed in accordance with applicable guidelines for speed humps and the scope of work described herein. In the event that the Work is found to be non-compliant with either building codes or the scope of work, Contractor will be notified in writing and given 5 days to cure the defects.

Address & Phone Contact. The address (mailing and, if different, physical location) and phone number(s) of CONTRACTOR are:

**ARTICLE V**  
**CONTRACTOR DUTIES**

- 5.0 **Performance and Payment Bonds:** Upon execution of the contract, CONTRACTOR shall deliver to the County performance and payment bonds equal to **100%** of the contract amount in a form acceptable to the County.
- 5.1 Contractor shall make field measurements necessary for his own work and be responsible for its accuracy. Also, should any structural difficulties prevent a Contractor or tradesman from installing his material properly, the County shall be promptly notified.
- 5.2 In instances where the manufacturers of materials or fixtures on this job provide installation or maintenance directions not covered in these specifications or detailed in the drawings, the Contractor furnishing the items shall follow such direction as though specifically mentioned.
- 5.3 The County requires by this Agreement that all subcontractors be identified in the contract and that uniform subcontracts be used that comply with all state, federal laws and antitrust statutes and all ordinances of the County.
- 5.4 Contractor shall acquaint himself with the work of the other trades whose activities will adjoin or be affected by his work. He shall consult with these other Contractors or workmen, and study their shop drawings in order to coordinate their efforts toward avoiding mistakes, omissions, disputes or delays.



- 5.5 Contractor shall remove his tools, surplus materials and his debris and rubbish from the project promptly upon completion of his portion of the work and leave the area of his operations as clean as he found it.
- 5.6 Contractor shall guarantee that his entire work shall be free from defects of materials and workmanship.
- 5.7 Contractor is responsible for obtaining all necessary permits in order to complete this project.

## **ARTICLE VI**

### **MISCELLANEOUS PROVISIONS**

- 6.1 Release. Contractor agrees that, upon final payment of the amount due under this contract, Contractor releases the County from all liabilities, claims and/or obligations whatsoever arising from, or under, this contract.
- 6.2 Completed Project. Contractor shall deliver to the County a completed project with all warranties, and quality work to standards in the industry to the County's satisfaction included within the scope of this contract no later than submission of Contractor's final bill.
- 6.3 Termination. COUNTY may terminate this contract effective immediately upon delivery of written notice of termination or upon such other time as is contained in the notice. If notified of termination, CONTRACTOR shall cease performing services in accordance with the time specified in the notice and, upon cessation of performance of services, shall deliver to COUNTY any work in progress at that time. Termination shall be by written notice that shall be hand delivered or mailed (certified mail, return receipt) to the CONTRACTOR. In no event shall termination nullify obligations of either party prior to the effective date of termination.
- 6.4 Status of Contractor. Contractor acknowledges that he is a duly licensed independent contractor and as such neither he, his employees, agents or representatives shall be considered employees or agents of the County nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, use of County vehicles, or any other benefits provided to County employees.
- 6.5 Non-Agency. Contractor agrees not to purport to bind the County to any obligation not assumed herein by the County, unless the Contractor has express written approval and then only within the limits of that expressed authority.
- 6.6 Confidentiality. Any information learned, given to, or developed by Contractor in the performance of this contract shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the County.
- 6.7 Worker's Compensation. Contractor acknowledges that neither he, his employees, agents or representatives shall have any claim whatsoever to worker's compensation coverage under the County's policy.
- 6.8 Taxes. Contractor acknowledges that he, and he alone, shall be liable for and shall pay to the New Mexico Taxation & Revenue Department, the applicable gross

receipts taxes on all monies paid under this contract and that the County shall have no liability for payment of such tax. Contractor also acknowledges that he, and he alone, shall be liable to the State and Federal government(s) and/or their agencies for income and self-employment taxes required by law and that the County shall have no liability for payment of such taxes or amounts.

- 6.9 Records-Audit. Contractor shall keep, maintain and make available, to the County, all records, invoices, bills, etc. related to performance of this contract for a period of three (3) years after the date of final payment.
- 6.10 Indemnification. Contractor agrees, to the fullest extent permitted by law, to indemnify and hold the County harmless from damages and losses arising from the negligent acts, errors or omissions of the Contractor in the performance under this contract. Contractor further agrees to hold harmless the County from all personal claims for any injury or death sustained by Contractor, his employees, agents or other representatives while engaged in the performance of this contract.
- 6.11 Assignment & Subcontracting. Contractor shall not assign, transfer or subcontract any interest in this contract or attempt to assign, transfer or subcontract any claims for money due under this contract without the prior written approval of the County.
- 6.12 Conflict of Interest. Contractor warrants that he presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with his performance of services under this contract.
- 6.13 Non-Discrimination. Contractor agrees that he, his employee(s) and/or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.
- 6.14 Required Liability Insurance. Contractor shall maintain liability insurance in an amount at least equal to the requirements set forth by the New Mexico Tort Claims Act, Sec. 41-4-19, N.M.S.A. 1978 (as amended). **Contractor acknowledges and warrants that it has sufficient insurance coverage to pay any and all claims for liability and or damage, which may result from the work under this contract.**
- 6.15 Liquidated Damages. In the event that CONTRACTOR fails to complete said project, or provide the receivables from the services provided, by the agreed upon the contract completion/due date established in section 3 of this contract, the CONTRACTOR shall pay, to the County, liquidated damages in the amount of \$250.00 per calendar day per unit past said completion/due date.
- 6.16 Default by Contractor. In the event that Contractor defaults on any term or provision of this contract, the County retains the sole right to determine whether to declare the contract voidable and/or Contractor agrees to pay the County the reasonable costs, including court fees and attorneys fees and direct and indirect damages, incurred in the enforcement of this contract.
- 6.17 Efforts to Cure. If the County elects to provide the Contractor with notice to cure any deficiency or defect, the Contractor may have the time specified in the written "Notice to Cure" Authorization. Failure, by the Contractor, to cure said deficiency or defect, within the authorized time, shall result in an immediate termination. Said

termination will not preclude the County from exercising additional remedies under the law.

- 6.18 Severability. In the event that a court of competent jurisdiction finds that any term or provision of this contract is void, voidable or otherwise unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.
- 6.19 Scope of Agreement. This contract incorporates all of the agreements and understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this contract.
- 6.20 Applicable Law. This contract shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules and regulations of the County. Any legal proceeding brought against the County, arising out of this contract, shall be brought before the Eighth Judicial District Court, Taos County, State of New Mexico.
- 6.21 Illegal Acts. Pursuant to Sec. 13-1-191, N.M.S.A. 1978 (as amended), it shall be unlawful for any Contractor to engage in bribery, offering gratuities with the intent to solicit business, or offering or accepting kickbacks of any kind. All other similar act(s) of bribes, gratuities and/or kickbacks are likewise hereby prohibited.

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

**TAOS COUNTY**

\_\_\_\_\_  
**Gabriel J. Romero, Chairman**

\_\_\_\_\_  
**By:**  
**Its:**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**Attest:**

\_\_\_\_\_  
**Elaine S. Montano, County Clerk**

**Approved as to Legal Form:**

\_\_\_\_\_  
**Sammy L. Pacheco, County Attorney**

\_\_\_\_\_  
**Susan Trujillo, Finance Director**  
**For Budgetary Sufficiency**



## CONSTRUCTION CONTRACT

This contract is hereby made and entered into by and between the County of Taos, a New Mexico political subdivision (hereinafter "County") and \_\_\_\_\_ (hereinafter "CONTRACTOR").

For consideration paid, the parties agree to the following terms and conditions:

### **ARTICLE I** **Contract Documents**

- 1.1 The Contract Documents represent the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.
- **EXHIBIT A-**
- 1.2 County may request changes to the Work under this Contract. If mutually agreed to, the written change order will be signed and dated by the County and the Contractor.

### **ARTICLE II** **Scope of Work**

- 2.1 The Work that is the subject of this Contract is \_\_\_\_\_

### **ARTICLE III** **Contract Relationship and Schedule**

- 3.1 The Contractor accepts the relationship of the trust and confidence established by this Contract. The Contractor covenants with the County to cooperate with him or his agents and utilize the Contractor's best skill, efforts and judgment in furthering the interests of the County; to furnish efficient business administration and supervision, to make best efforts to furnish at all times an adequate supply of workers and materials, and to perform the Work in the best way and most expeditious and economical manner consistent with the interests of the County. The County agrees to exercise best efforts to enable the Contractor to perform the Work in the best way and most expeditious manner by furnishing and approving in a timely way information required by the Contractor and arranging payments to the Contractor in accordance with the requirements of the Contract Documents.
- 3.2 The project will commence on \_\_\_\_\_. The Contractor shall complete the Work on or before \_\_\_\_\_.

**ARTICLE IV**  
**Payments to Contractor**

- 4.1 The County shall pay the Contractor for the performance of the work, \_\_\_\_\_ exclusive of applicable N.M. Gross Receipts Tax. No further amount(s) shall be available under this contract without written amendment to this contract executed prior to the additional work being performed.

Contractor will apply for payment by submitting invoices to the Finance Department attn: \_\_\_\_\_, showing the work completed and the amount to be paid. Payments will be made on a reimbursable basis within 30 days of the County's receipt of the invoice, contingent upon satisfactory completion of the work for which the request for payment is made. Satisfactory completion of the Work will be determined by inspection by applicable Taos County staff to ensure that the Work is completed in accordance with applicable guidelines for speed humps and the scope of work described herein. In the event that the Work is found to be non-compliant with either building codes or the scope of work, Contractor will be notified in writing and given 5 days to cure the defects.

Address & Phone Contact. The address (mailing and, if different, physical location) and phone number(s) of CONTRACTOR are:

**ARTICLE V**  
**CONTRACTOR DUTIES**

- 5.0 **Performance and Payment Bonds:** Upon execution of the contract, CONTRACTOR shall deliver to the County performance and payment bonds equal to **100%** of the contract amount in a form acceptable to the County.
- 5.1 Contractor shall make field measurements necessary for his own work and be responsible for its accuracy. Also, should any structural difficulties prevent a Contractor or tradesman from installing his material properly, the County shall be promptly notified.
- 5.2 In instances where the manufacturers of materials or fixtures on this job provide installation or maintenance directions not covered in these specifications or detailed in the drawings, the Contractor furnishing the items shall follow such direction as though specifically mentioned.
- 5.3 The County requires by this Agreement that all subcontractors be identified in the contract and that uniform subcontracts be used that comply with all state, federal laws and antitrust statutes and all ordinances of the County.
- 5.4 Contractor shall acquaint himself with the work of the other trades whose activities will adjoin or be affected by his work. He shall consult with these other Contractors or workmen, and study their shop drawings in order to coordinate their efforts toward avoiding mistakes, omissions, disputes or delays.

- 5.5 Contractor shall remove his tools, surplus materials and his debris and rubbish from the project promptly upon completion of his portion of the work and leave the area of his operations as clean as he found it.
- 5.6 Contractor shall guarantee that his entire work shall be free from defects of materials and workmanship.
- 5.7 Contractor is responsible for obtaining all necessary permits in order to complete this project.

## **ARTICLE VI**

### **MISCELLANEOUS PROVISIONS**

- 6.1 Release. Contractor agrees that, upon final payment of the amount due under this contract, Contractor releases the County from all liabilities, claims and/or obligations whatsoever arising from, or under, this contract.
- 6.2 Completed Project. Contractor shall deliver to the County a completed project with all warranties, and quality work to standards in the industry to the County's satisfaction included within the scope of this contract no later than submission of Contractor's final bill.
- 6.3 Termination. COUNTY may terminate this contract effective immediately upon delivery of written notice of termination or upon such other time as is contained in the notice. If notified of termination, CONTRACTOR shall cease performing services in accordance with the time specified in the notice and, upon cessation of performance of services, shall deliver to COUNTY any work in progress at that time. Termination shall be by written notice that shall be hand delivered or mailed (certified mail, return receipt) to the CONTRACTOR. In no event shall termination nullify obligations of either party prior to the effective date of termination.
- 6.4 Status of Contractor. Contractor acknowledges that he is a duly licensed independent contractor and as such neither he, his employees, agents or representatives shall be considered employees or agents of the County nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, use of County vehicles, or any other benefits provided to County employees.
- 6.5 Non-Agency. Contractor agrees not to purport to bind the County to any obligation not assumed herein by the County, unless the Contractor has express written approval and then only within the limits of that expressed authority.
- 6.6 Confidentiality. Any information learned, given to, or developed by Contractor in the performance of this contract shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the County.
- 6.7 Worker's Compensation. Contractor acknowledges that neither he, his employees, agents or representatives shall have any claim whatsoever to worker's compensation coverage under the County's policy.
- 6.8 Taxes. Contractor acknowledges that he, and he alone, shall be liable for and shall pay to the New Mexico Taxation & Revenue Department, the applicable gross

receipts taxes on all monies paid under this contract and that the County shall have no liability for payment of such tax. Contractor also acknowledges that he, and he alone, shall be liable to the State and Federal government(s) and/or their agencies for income and self-employment taxes required by law and that the County shall have no liability for payment of such taxes or amounts.

- 6.9 Records-Audit. Contractor shall keep, maintain and make available, to the County, all records, invoices, bills, etc. related to performance of this contract for a period of three (3) years after the date of final payment.
- 6.10 Indemnification. Contractor agrees, to the fullest extent permitted by law, to indemnify and hold the County harmless from damages and losses arising from the negligent acts, errors or omissions of the Contractor in the performance under this contract. Contractor further agrees to hold harmless the County from all personal claims for any injury or death sustained by Contractor, his employees, agents or other representatives while engaged in the performance of this contract.
- 6.11 Assignment & Subcontracting. Contractor shall not assign, transfer or subcontract any interest in this contract or attempt to assign, transfer or subcontract any claims for money due under this contract without the prior written approval of the County.
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- 6.13 Non-Discrimination. Contractor agrees that he, his employee(s) and/or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.
- 6.14 Required Liability Insurance. Contractor shall maintain liability insurance in an amount at least equal to the requirements set forth by the New Mexico Tort Claims Act, Sec. 41-4-19, N.M.S.A. 1978 (as amended). **Contractor acknowledges and warrants that it has sufficient insurance coverage to pay any and all claims for liability and or damage, which may result from the work under this contract.**
- 6.15 Liquidated Damages. In the event that CONTRACTOR fails to complete said project, or provide the receivables from the services provided, by the agreed upon the contract completion/due date established in section 3 of this contract, the CONTRACTOR shall pay, to the County, liquidated damages in the amount of \$250.00 per calendar day per unit past said completion/due date.
- 6.16 Default by Contractor. In the event that Contractor defaults on any term or provision of this contract, the County retains the sole right to determine whether to declare the contract voidable and/or Contractor agrees to pay the County the reasonable costs, including court fees and attorneys fees and direct and indirect damages, incurred in the enforcement of this contract.
- 6.17 Efforts to Cure. If the County elects to provide the Contractor with notice to cure any deficiency or defect, the Contractor may have the time specified in the written "Notice to Cure" Authorization. Failure, by the Contractor, to cure said deficiency or defect, within the authorized time, shall result in an immediate termination. Said

termination will not preclude the County from exercising additional remedies under the law.

- 6.18 Severability. In the event that a court of competent jurisdiction finds that any term or provision of this contract is void, voidable or otherwise unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.
- 6.19 Scope of Agreement. This contract incorporates all of the agreements and understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this contract.
- 6.20 Applicable Law. This contract shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules and regulations of the County. Any legal proceeding brought against the County, arising out of this contract, shall be brought before the Eighth Judicial District Court, Taos County, State of New Mexico.
- 6.21 Illegal Acts. Pursuant to Sec. 13-1-191, N.M.S.A. 1978 (as amended), it shall be unlawful for any Contractor to engage in bribery, offering gratuities with the intent to solicit business, or offering or accepting kickbacks of any kind. All other similar act(s) of bribes, gratuities and/or kickbacks are likewise hereby prohibited.

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

**TAOS COUNTY**

\_\_\_\_\_  
**Gabriel J. Romero, Chairman**

\_\_\_\_\_  
**By:**  
**Its:**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**Attest:**

\_\_\_\_\_  
**Elaine S. Montano, County Clerk**

**Approved as to Legal Form:**

\_\_\_\_\_  
**Sammy L. Pacheco, County Attorney**

\_\_\_\_\_  
**Susan Trujillo, Finance Director**  
**For Budgetary Sufficiency**



ADD ALTERNATE LISTING FORM:

ADD ALTERNATE NO. 1 AMOUNT \_\_\_\_\_  
TAX \_\_\_\_\_

### **"ADDENDUM" Receipt Acknowledgement Form**

Addendum form a part of the Contract Documents and modify the original Bidding Documents  
Acknowledge receipt of ALL Addendum below. Failure to do so shall subject Bidder to  
disqualification.

It is the responsibility of the Bidder to inquire and determine that he has received all  
Addendum issued for this Project **Prior** to submitting His Bid.

Addendum No. 1 - Dated \_\_\_\_\_ yes / no  
Addendum No. 2 - Dated \_\_\_\_\_ yes / no  
Addendum No. 3 - Dated \_\_\_\_\_ yes / no  
Addendum No. 4 - Dated \_\_\_\_\_ yes / no  
Addendum No. 5 - Dated \_\_\_\_\_ yes / no  
Addendum No. 6 - Dated \_\_\_\_\_ yes / no

(Add to list as necessary)

**GENERAL CONDITIONS  
OF THE  
CONTRACT FOR CONSTRUCTION**

AIA Document A201, "General Conditions of the Contract for Construction", 1997 edition, (Pages 1 through 44), is a part of this contract and is incorporated as fully as if set forth herein, A copy of AIA Document A201 may be examined at the following :

Office of the Architect:  
Robert J. Sturtcman - Architect  
Casa Talpa, Suite 2, 7118, HWY 518,  
Ranchos de Taos, Talpa, New Mexico 87557

## **SECTION 00800**

### **SUPPLEMENTARY CONDITIONS**

The following supplements modify, change, delete from or add to the "General Conditions of the Contract for Construction", AIA Document A201, Fifteenth Edition, 1997. Where any Article of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

2.2.5 Delete Subparagraph 2.2.5 in its entirety and substitute the following:

2.2.5 The Contractor will be furnished free of charge 5 copies of Drawings and Project Manuals. Additional sets will be furnished at the cost of reproduction, postage and handling.

#### **3.6 TAXES**

3.6.1 Add the following sentence to this Subparagraph:

"The Contractor shall comply with the requirements of the State of New Mexico Gross Receipts Law and all amendments to same and shall require all subcontractors to comply with the same."

#### **3.7 PERMITS, FEES AND NOTICES**

3.7.1 Add the following sentence to this Subparagraph:

"The Contractor shall obtain and pay for a building permit from the Building Official of the State Of New Mexico Construction Industries Division, Santa Fe, New Mexico."

Add the following Subparagraph to 5.1:

5.1.3 Since the General Conditions and the Supplementary Conditions of this Project Manual apply in every pertinent respect to each Subcontractor on the job, the Contractor shall carefully instruct each of his Subcontractors to become familiar with them.

Add the following Subparagraphs to Article 5:

5.2.5 Each Subcontractor shall make field measurements necessary for his own work and be responsible for its accuracy. Also should any structural difficulties prevent a Subcontractor or tradesman from installing his material properly, the Contractor shall be promptly notified so that the Architect may be consulted how best to resolve the difficulty. Cutting into the walls and floors, if necessary, shall be carefully and neatly performed and then be repaired in an approved manner. The Architect shall be consulted in all cases where cutting into a structural portion of the building is either desirable or necessary so that satisfactory reinforcement may be provided.

5.2.6 In instances where the manufacturers of materials or fixtures on this job provide installation or maintenance directions not covered in these specifications or detailed in the drawings, the Subcontractor furnishing the items shall follow such directions as though specifically mentioned.

5.2.7 Each Subcontractor shall acquaint himself with the work of the other trades whose activities will adjoin or be affected by his work. He shall consult with these other Subcontractors or workmen, and study their shop drawings in order to coordinate their efforts toward avoiding mistakes, omissions, disputes or delays.

5.2.8 Each Subcontractor shall be responsible for damage to other work caused by his work or the neglect of his workmen. Patching and repairing of damaged items shall be done by the trade that originally performed the work, but the cost shall be borne by the Subcontractor responsible.

5.2.9 Each Subcontractor shall remove his tools, scaffolding, surplus materials and his debris and rubbish from the project promptly upon completion of his portion of the work and leave the area of his operations as clean as he found it.

5.2.10 Without repeating it in every section of these specifications, it shall be clearly understood that each Subcontractor shall unequivocally guarantee that his entire work shall be free from defects of materials and workmanship, provided that any such defect be brought to the attention of the Subcontractor in writing within one (1) year after completion of the Project.

## ARTICLE 7 CHANGES IN THE WORK

### 7.2 CHANGE ORDERS

Add to 7.2 the following Subparagraph:

7.2.3 With each proposal for a change in the amount of the Contract, the Contractor shall submit an itemized breakdown of all increases or decreases in the cost of the Contractor's and all Subcontractor's Work to include at least the following detail in the general order listed:

- 1.) Material quantities and unit costs
- 2.) Labor amounts and hourly rates (identified with specific items of material to be placed or operation to be performed)
- 3.) Equipment costs, if any
- 4.) Workmen's Compensation and Public Liability Insurance
- 5.) Overhead and Profit
- 6.) Employment taxes under FICA and FUTA
- 7.) State Gross Receipts Tax (Contractor Only)

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

Subtotal before Applying the Percentage Shown

-----			
Under \$500	\$501 to \$5,000	\$5,001 to \$25,000	Over \$25,001
Contractor for work performed by his own forces			
28.00%	21.00%	15.75%	11.81%
Subcontractor for work performed by his own forces			
22.40%	16.80%	12.60%	9.44%
Contractor for work performed by Subcontractor			
11.20%	8.40%	6.30%	4.72%

Overhead for individual change order proposals as used above shall include such as the following: Supervision, Bond Premiums, Small Tools, Incidentals and General Office Expense.

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

No overhead or profit will be allowed on FICA or FUTA Taxes.

Such itemization shall not be required for an increase whose gross amount is less than \$100.00

Change Order proposals submitted which DO NOT follow the above requirements will be returned for resubmittal prior to processing.

END OF SECTION

BILL RICHARDSON  
GOVERNOR



KEN ORTIZ  
SECRETARY

STATE OF NEW MEXICO  
DEPARTMENT OF WORKFORCE SOLUTIONS  
Public Works Bureau  
625 Silver Ave SW, Suite 410  
Albuquerque, NM 87102  
(505) 841-4400 / FAX (505) 841-4423

TERESA C. GOMEZ  
DEPUTY SECRETARY

Dear Owner/Contracting Agency:

The enclosed wage decision packet must be used in the contract resulting from the bid opening on this project and, excluding the Notification of Award, and Subcontractor List, **MUST BE FORWARDED** to the prospective general contractor that has been awarded the bid. The general contractor must post the complete wage decision at the job site in an easily accessible place. Failure to do so may result in fines. Furthermore, each subcontractor must receive a copy of the wage decision and use these rates to pay all employees.

**LABOR ENFORCEMENT FUND – STRICTLY ENFORCED**

**NOTE:** Any general contractors must be registered with the **Labor Enforcement Fund** prior to the bidding process or the bid shall be deemed invalid. All subcontractors or tier subcontractors bidding more than \$60,000 on a Public Works contract **MUST** be registered with the Labor & Industrial Division. Visit our website at [www.dws.state.nm.us](http://www.dws.state.nm.us), click "Public Works" for a Labor Enforcement Fund Form and other forms. **REMINDER TO THOSE PREPARING BID DOCUMENTS:** IF BIDS ARE NOT OPENED BY 12/31/09; NEW WAGE RATES MAY BE REQUIRED. IF YOU HAVE ANY QUESTIONS, PLEASE CALL 505-841-4417.

**Weekly certified payrolls** are required on all public works projects. All certified payrolls must be submitted to the general contractor and the owner/contracting agency. The general contractor must have copies of certified payrolls available to this office within ten days of a written request. Please do **NOT** submit any certified payrolls to our office unless our office requests them.

**NM Apprenticeship and Training Fund** payments are paid by each general contractor/subcontractor/tier(s) to either an approved apprenticeship program or to our office (**NMDWS, Public Works Bureau, PO Box 27428, Albuquerque, NM 87125-7428**). Payments are due for all hours in each trade a company has on the job site that has an apprenticeship contribution rate on the state wage decision. These payments are for the hours worked by both journeyman and apprentices, regardless of whether the company has apprentices or not. If the project has both Federal and State funding, the payments are still required. Only when the project has all Federal funds, is the project exempt. On Type "A" projects, where there are no contribution rates, apprenticeship payments do not apply. On projects with two types of construction, the contribution applies for the work under the type construction with contribution rates. Failure to pay Apprenticeship contributions is a violation of the Apprentice and Training Act and may result in penalties. If you have any Apprenticeship questions, please feel free to call (505) 841-4403.

BILL RICHARDSON  
GOVERNOR



KEN ORTIZ  
SECRETARY

STATE OF NEW MEXICO  
DEPARTMENT OF WORKFORCE SOLUTIONS  
Public Works Bureau  
625 Silver Ave SW, Suite 410  
Albuquerque, NM 87102  
(505) 841-4400 / FAX (505) 841-4423

TERESA C. GOMEZ  
DEPUTY SECRETARY

**NOTICE TO ALL PUBLIC WORKS CONTRACTORS**  
PERTINENT INFORMATION IN ACCORDANCE WITH THE NM PUBLIC WORKS  
MINIMUM WAGE ACT

The Public Works Bureau insures compliance of the Public Works Minimum Wage Act (13-4-11 through 13-4-17, NMSA 78). This office issues prevailing wage rates for each project for inclusion in the bid documents. After a project contract is signed, the **Notification of Award (NOA)** and **Subcontractor List** must be completed and sent to the Public Works Bureau by the Contracting Agency or its agent. The **Statement of Intent to Pay Prevailing Wages** must be completed by the contractors performing work on the project and sent through the General Contractor to the Public Works Bureau. A Statement of Intent to Pay Prevailing Wages is required from each construction contractor before they start work on a state or locally funded construction project costing a total of \$60,000 or more. Every contractor (general, sub, second tier, etc.) must pay those rates through weekly payment and payroll.

Wage rates include a base rate and a fringe rate of pay. In many cases, an additional cost to the contractor is an apprenticeship contribution rate per hour for both journeyman and apprentices. A **monthly apprenticeship contribution compliance form and check for payment** (when applicable) is required and should be sent to NMDWS, Public Works Bureau, PO Box 27428, Albuquerque, NM 87125-7428. After a contractor completes work on a project, but before his final payment, an **Affidavit of Wages Paid** must be completed and sent to the Public Works Bureau – through the General Contractor.

Each employee must receive the full base and fringe rate per hour for all hours worked in their job classification, regardless of the qualifications or license held. The only exception is for workers with a current certification in approved apprenticeship programs. The apprentice must also receive the full benefit of the fringe rate. Fringe benefits may also be paid into approved health benefit programs, pension programs, life insurance programs, company holiday and vacation programs and/or training programs that are not apprenticeship programs (i.e.: an OSHA 10 safety program). If fringe benefits are paid to a third-party account, the employee must have quarterly statements provided to them. The third way of paying fringe benefits, is to pay as a combination of cash and into approved programs. This office will sometimes ask for complete breakdowns of all payment to insure total compliance.

The minimum wage, or greater, as shown on individual wage decisions must be paid. "In addition, the contractor, subcontractor employer or any person acting as a contractor shall be liable to any affected employee for liquidated damages in the sum of one hundred dollars (\$100.00) for each calendar day on which a contractor, subcontractor, employer or any person acting as a contractor has willfully required or permitted an individual laborer or mechanic to work in violation of the provisions of the Public Works Minimum Wage Act" (13-4-14.C, NMSA 78). When questions arise about the requirements of the Act or the Public Works Minimum Wage Act Policy Manual they must be resolved as soon as possible. If you have questions, please call (505) 841-4417.



## **LABOR ENFORCEMENT FUND**

### ***(STRICTLY ENFORCED)***

#### **13-4-13.1 Public works contracts; registration of contractors and subcontractors.**

- A. Except as otherwise provided in this subsection, in order to submit a bid valued at more than sixty thousand dollars (\$60,000) in order to respond to a request for proposals or to be considered for award of any portion of a public works project greater than sixty thousand dollars (\$60,000) for a public works project that is subject to the Public Works Minimum Wage Act [13-4-10 NMSA 1978], the contractor, serving as a prime contractor or not, shall be registered with the division. Bidding documents issued or released by a state agency or political subdivision of the state shall include a clear notification that each contractor, prime contractor or subcontractor is required to be registered pursuant to this subsection. The provisions of this section do not apply to vocational classes in public schools or public post-secondary educational institutions.
- B. The state or any political subdivision of the state shall not accept a bid on a public works project subject to the Public Works Minimum Wage Act from a prime contractor that does not provide proof or required registration for itself.
- C. Contractors and subcontractors may register with the division on a form provided by the division and in accordance with workforce solutions department rules. The division shall charge an annual registration fee of two hundred dollars (\$200). The division shall issue to the applicant a certificate of registration within fifteen days after receiving from the applicant the completed registration form and the registration fee.
- D. Registration fees collected by the division shall be deposited in the labor enforcement fund.

#### **13-4-14.1 Labor enforcement fund; creation; use.**

The "labor enforcement fund" is created in the state treasury. The fund shall consist of contractor and subcontractor registration fees collected by the labor and industrial division of the labor department and all investment and interest income from the fund. The fund shall be administered by the division, and money in the fund is appropriated to the division for administration and enforcement of the Public Works Minimum Wage Act [13-4-10 NMSA 1978]. Money in the fund shall not revert to the general fund at the end of a fiscal year.

#### **13-4-14.2 Registration cancellation, revocation, suspension; injunctive relief.**

The director may:

- A. cancel, revoke or suspend with conditions, including probation, the registration of any party required to be registered pursuant to the Public Works Minimum Wage Act [13-4-10 NMSA 1978] for failure to comply with the registration provisions or for good cause, subject to appeal pursuant to Section 13-4-15 NMSA 1978; and
- B. seek injunctive relief in district court for failure to comply with the registration provisions of the Public Works Minimum Wage Act.

# **LABOR ENFORCEMENT FUND**

**NEW MEXICO DEPARTMENT OF WORKFORCE SOLUTIONS**

**LABOR RELATIONS DIVISION**

**APPLICATION FOR PUBLIC WORKS**

**CONTRACTOR REGISTRATION**

**All applications must be accompanied by \$200 payable to the "LABOR ENFORCEMENT FUND"**

**Do Not Send Cash**

**Send to: Labor Enforcement Fund**

**PO Box 27679**

**Alb., NM 87125-7679**

1. \_\_\_\_\_  
Contractor/Subcontractor – Company Trade Name  
  
\_\_\_\_\_  
Mailing Address                      City                      State                      Zip Code  
  
\_\_\_\_\_  
Area Code / Telephone Number  
  
\_\_\_\_\_  
E-Mail Address or Fax Number
2. \_\_\_\_\_  
Printed Name of First Qualifying Party (Owner of Company)
3. Type of Business    ☐ Individual/Sole Proprietor    ☐ Partnership  
                                 ☐ Corporation                      ☐ Other \_\_\_\_\_
4. **INCOMPLETE APPLICATIONS WILL BE RETURNED TO SENDER**

## **APPLICANT STATEMENT**

As the responsible applicant-contractor, I understand:

- the application is subject to verification and that I agree to provide any additional documentation as requested by the Labor Relations Division director.
- failure to provide full and timely disclosure of any required information or documentation may result in the denial of this application for registration.
- that payment in the exact amount of Two Hundred Dollars USD (\$200.00) is due with this application.
- that registration is for one calendar year (365 days) from the date notice of registration is posted on the Department of Workforce Solutions website. <[www.dws.state.nm.us](http://www.dws.state.nm.us)>
- that I am submitting this application for the purpose of a legal transaction with the State of New Mexico Department of Workforce Solutions.
- that failure to send this application and payment to the address shown above will result in delayed or denied registration.
- that it is my (the contractor's) responsibility to ensure that my registration is current.

I certify, under penalty of perjury, that the information contained in this application for registration is accurate, true, and complete to the best of my knowledge.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

# STATEMENT OF INTENT TO PAY PREVAILING WAGES

To Be Filled **Before** Construction Starts

Please type or print in ink. Incomplete forms will be returned without approval.

Mail or fax to: Public Works Bureau, 625 Silver Ave SW, Ste 410, Albuquerque, NM 87102

Call: (505) 841-4408 - Fax: (505) 841-4423 (Fax transmission preferred)

## GENERAL CONTRACTOR INFORMATION

Company Name:



Address:

City:

State:

Zip:

Phone:

Fax:

Estimated Start Date:

**State Wage Dec. #:**

Project Title:

Project Physical Address:

**Total Contract Amt:**

Estimated Completion Date:

PRINT NAME:

SIGNATURE:

**SUBCONTRACTOR:**

**Subcontract amount:**

Start Date of Work

Company Name:

on This Project:

Address:

City:

State:

Zip:

Phone:

Fax:

PRINT NAME:

SIGNATURE:

**2ND. TIER SUB**

**2<sup>nd</sup> Tier Contract amount**

Start Date of Work

Company Name:

on This Project::

Address:

City:

State:

Zip:

Phone:

Fax:

PRINT NAME:

SIGNATURE:

I hereby certify that the above information is correct and that all workers I employ on this public works project were paid no less than the Prevailing Wage Rate(s) as determined by the Department of Workforce Solutions, Public Works Bureau for this project as identified by the State Wage Decision No. I understand that contractors who violate Prevailing Wage Laws (i.e., incorrect job classification, improper payment of prevailing wages, and/or overtime, etc.), are subject to debarment procedures and shall be required to pay any back wages due to workers. (Ref. LID Public Works Minimum Wage Act Policy Manual (11.1.2 NMAC) & Public Minimum Wage Act (13-4-11 through 13-4-18, NMSA 78)).

**LID Approval of This Form**

**Date**

**NOTE:** After 7/01/09, ALL tiers of contractors with contracts over \$60,000, MUST be registered with the Department of Workforce Solutions, Public Works Bureau. The registration form is available on our web page at [www.dws.state.nm.us](http://www.dws.state.nm.us) under Public Works and Additional Forms. Fill in the Labor Enforcement Fund form and mail to the post office box listed at the top of the form. Go to the same page that the form is on to check the list of Registered Contractors.

**(See IMPORTANT information on back!)**

Revised 4/30/09

## INSTRUCTIONS FOR FILLING OUT STATEMENT OF INTENT

### FOR GENERAL CONTRACTOR:

1. Fill in general contractor information and provide signature.
2. State Wage Dec. No. as listed in bid documents. (example: BE-07-0123 B)
3. Project Title - Listed in bid documents. Whatever the project is.
4. Project Physical Address - Exact location of project (job site).
5. Estimated Start & Completion Dates of project
6. General Contractor's Contract Amount - Project cost .

### FOR SUBCONTRACTOR:

1. Fill in general contractor information, but general contractor signature is not needed.
2. Fill in subcontractor section as indicated and provide signature. Send to GC. Sub-contract amount – list subcontract amount.  
PLEASE NOTE: A SEPARATE SIGNED FORM IS NEEDED FOR EACH CONTRACTOR.

### FOR 2ND. TIER SUB:

1. Fill in general contractor information, but general contractor signature is not needed.
2. Fill in subcontractor section; subcontractor signature not needed. Send to GC.
3. Fill in 2nd. Tier sub section and provide signature.
4. 2<sup>nd</sup> Tier contract amount – list amount.

For 3<sup>rd</sup> TIER & HIGHER: Attach a copy of this completed form & list the 3<sup>rd</sup> tier contractor info under the 2<sup>nd</sup> tier contractor with a note.

**Effective July 1, 2009 - ALL contractors bidding on public works contracts for \$60,000 or more MUST be registered with the Labor & Industrial Division prior to bidding the project. The registration form may be found on the DWS web page at [www.dws.state.nm.us](http://www.dws.state.nm.us) under Public Works and Forms. Print the Labor Enforcement Fund Form and mail it along with a check for \$200 to the address at the top of the form. A list of registered contractors may be reviewed on the same page as the registration form. Registration is good for one year, and after registration, contractors may bid as many contracts as they wish. Upon expiration of the registration, contractors may complete projects, but in order to bid new ones after the expiration, they must register again. NOTE: All Statements of Intent to Pay Prevailing Wages must go to the GC to submit to the Department of Workforce Solutions for approval. DWS will return approved Affidavits to the GC who should forward to the subs.**

***NOTE: If form is faxed, we do not need the originals, unless the fax is not legible.***

# AFFIDAVIT OF WAGES PAID

To Be Filled **After** Construction Is Complete

Please type or print in ink. Incomplete forms will be returned without approval.

Mail or fax to: Public Works Bureau, 625 Silver Ave SW, Ste 410, Albuquerque, NM 87102

Call (505) 841-4408/841-4409 Fax: (505) 841-4423 (Fax transmission is preferred)

## GENERAL CONTRACTOR INFORMATION

Company Name:



Address:

City: State: Zip:

Phone: Fax:

Estimated Completion Date:

State Wage Dec. #:

Project Title:

Project Physical Address:

PRINT NAME:

SIGNATURE:

**Subcontractor:**

Date you completed work on

Company Name:

This project

Address:

DATE:

City: State: Zip:

Phone: Fax:

PRINT NAME:

SIGNATURE:

**2ND. TIER SUB: (Who is paying you? Fill in name above)**

Date you completed work on

Company Name:

This project

Address:

DATE:

City: State: Zip:

Phone: Fax:

PRINT NAME:

SIGNATURE:

I hereby certify that the above information is correct and that all workers I employ on this public works project were paid no less than the Prevailing Wage Rate(s) as determined by the Department of Workforce Solutions, Public Works Bureau for this project as identified by the State Wage Decision No. I understand that contractors who violate Prevailing Wage Laws (i.e., incorrect job classification, improper payment of prevailing wages, and/or overtime, etc.), are subject to debarment procedures and shall be required to pay any back wages due to workers. (Ref. LID Public Works Minimum Wage Act Policy Manual (11.1.2 NMAC) & Public Minimum Wage Act (13-4-11 through 13-4-18, NMSA 78)).

**LID Approval of this Form**

**Date**

NOTE: After 7/01/09, ALL tiers of contractors with contracts over \$60,000, MUST be registered with the Department of Workforce Solutions, Public Works Bureau. The registration form is available on our web page at [www.dws.state.nm.us](http://www.dws.state.nm.us) under Public Works and Additional Forms. Fill in the Labor Enforcement Fund form and mail to the post office box listed at the top of the form. Go to the same page that the form is on to check the list of Registered Contractors.

(See IMPORTANT information on back!)

Revised 4/30/09

## *INSTRUCTIONS FOR FILLING OUT AFFIDAVIT OF WAGES PAID*

### FOR GENERAL CONTRACTOR:

1. Fill in general contractor information and provide signature.
2. State Wage Dec. No. as listed in bid documents. (example: BE-07-0123 B)
3. Project Title - Listed in bid documents. Whatever the project is.
4. Project Physical Address - Exact location of project (job site).
5. Estimated Completion Date of Project

### FOR SUBCONTRACTOR:

1. Fill in general contractor information, but general contractor signature is not needed.
2. Fill in subcontractor section as indicated and provide signature. Send to GC.  
PLEASE NOTE: A SEPARATE SIGNED FORM IS  
NEEDED FOR EACH CONTRACTOR

### FOR 2ND. TIER SUB:

1. Fill in general contractor information, but general contractor signature is not needed.
2. Fill in subcontractor section; subcontractor signature not needed. Send to GC.
3. Fill in 2nd. Tier sub section and provide signature.
4. 2<sup>nd</sup> Tier contract amount – list amount.

For 3<sup>rd</sup> TIER & HIGHER: Attach a copy of this completed form & list the 3<sup>rd</sup> tier contractor info under the 2<sup>nd</sup> tier contractor with a note.

**Effective July 1, 2009 - ALL contractors bidding on public works contracts for \$60,000 or more MUST be registered with the Labor & Industrial Division prior to bidding the project. The registration form may be found on the DWS web page at [www.dws.state.nm.us](http://www.dws.state.nm.us) under Public Works and Forms. Print the Labor Enforcement Fund Form and mail it along with a check for \$200 to the address at the top of the form. A list of registered contractors may be reviewed on the same page as the registration form. Registration is good for one year, and after registration, contractors may bid as many contracts as they want. Upon expiration of the registration, contractors may complete projects, but in order to bid new ones after the expiration, they must register again. NOTE: All Affidavits of Wages Paid must go to the GC to submit to the Department of Workforce Solutions for approval. DWS will return approved Affidavits to the GC who should forward them to the subs.**

***NOTE: If form is faxed, originals are not required to be sent, unless the fax is illegible.***

# TYPE "B" - GENERAL BUILDING

Effective January 1, 2009

Trade Classification	Base Rate	Fringe Rate	Apprenticeship	Subsistence & Incentive Rates
Asbestos Worker - Heat & Frost Insulator	26.54	9.71	\$0.20	
Boilermaker	18.40	3.78	\$0.20	
Bricklayer/Blocklayer/Stonemason	22.30	6.00	\$0.62	
Carpenter/Lather	21.54	6.24	\$0.35	
Cement Mason	17.72	7.23	\$0.34	
<b>Electricians</b>				
<b>Outside Classifications</b>				
Groundman	23.89	8.62	\$0.55	
Equipment Operator	26.71	8.62	\$0.55	
Lineman/Tech	27.30	8.62	\$0.55	
Cable Splicer	28.48	8.62	\$0.55	
<b>Inside Classifications</b>				
Wireman/Technician	27.30	8.31	\$0.54	Refer to Note 1
Cable Splicer	29.03	8.31	\$0.54	
<b>Sound Classifications</b>				
Installer	22.06	8.06	\$0.23	
Technician	23.61	8.06	\$0.23	
Soundman	25.68	8.06	\$0.23	
Elevator Constructor	28.30	12.96	\$0.55	
Elevator Constructor Helper	15.55	3.56	\$0.25	
Glazier	20.15	4.03	\$0.34	
Ironworker	23.65	9.68	\$0.53	Refer to Note 2
Painter (Brush/Roller/Spray)	16.60	4.00	\$0.35	
Paper Hanger	19.71	8.42	\$0.35	
Drywall Finisher/Taper	20.60	4.03	\$0.35	
Plasterer	18.65	6.80	\$0.35	
Plumber/Pipefitter	27.14	10.19	\$0.70	Refer to Note 3
Roofer	15.18	0.50	\$0.53	
Sheetmetal Worker	25.35	13.82	\$0.52	Refer to Note 4
Soft Floor Layer	18.78	4.54	\$0.35	
Sprinkler Fitter	22.58	11.62	\$0.26	
Tile Setter	18.92	1.16	\$0.00	
Tile Setter Helper	14.02	1.02	\$0.00	
<b>Laborers</b>				
Group I	14.16	4.12	\$0.27	
Group II	14.73	4.12	\$0.27	
Group III	15.03	4.12	\$0.27	
Group IV	15.13	4.12	\$0.27	
Group V	15.33	4.12	\$0.27	
Group VI	15.48	4.12	\$0.27	

## TYPE "B" - GENERAL BUILDING

*Effective January 1, 2009*

Trade Classification	Base Rate	Fringe Rate	Apprenticeship	Subsistence & Incentive Rates
<b>Operators</b>				
Group I	19.64	4.95	\$0.55	
Group II	20.68	4.95	\$0.55	
Group III	20.76	4.95	\$0.55	
Group IV	20.82	4.95	\$0.55	
Group V	20.88	4.95	\$0.55	
Group VI	20.98	4.95	\$0.55	
Group VII	21.08	4.95	\$0.55	
Group VIII	22.16	4.95	\$0.55	
<b>Truck Drivers</b>				
Group I	18.88	5.50	\$0.35	
Group II	19.00	5.50	\$0.35	
Group III	19.08	5.50	\$0.35	
Group IV	19.20	5.50	\$0.35	
Group V	19.25	5.50	\$0.35	
Group VI	19.35	5.50	\$0.35	
Group VII	19.45	5.50	\$0.35	
Group VIII	19.59	5.50	\$0.35	
Group IX	19.74	5.50	\$0.35	

### NOTE: SUBSISTENCE AND INCENTIVE RATES BY TRADE & LOCATION

#1 - Inside Electricians working at a Los Alamos County job site get \$4.10/hr. subsistence pay plus base/fringe.

#1 - Inside Electricians working at a Lea County job site get \$75.00/day subsistence pay plus base/fringe.

#2 - Ironworkers working on projects 50+ miles over the most direct regularly traveled route from Albuquerque, or the employee's home, whichever is closer, shall be paid \$5.00/hr. subsistence plus base/fringe. The "Big I" Interchange in Albuquerque, or the employee's home, respectively shall be used as basing points. The current State of New Mexico Official Highway Map shall be the reference for routes and distances. All of Santa Fe County shall be \$2.00/hr subsistence area.

#3 - Plumbers/Pipefitters working at a Los Alamos County job site get \$.80/hr. incentive pay plus base/fringe.

#4 - Sheet Metal Workers working at a Los Alamos County job site get \$2.00/hr. incentive pay plus base/fringe.

#4 - Sheet Metal Workers living 60+ miles from a San Juan County job site get \$3.00/hr. subsistence pay plus base/fringe.

#4 - Sheet Metal Workers working 90+ miles from contractors homebase & employees home get \$50.00/day subsistence pay plus base/fringe.



## **LABORER CLASSIFICATION GROUPS TYPE "B" & "C" CONSTRUCTION**

### **GROUP I:**

Watchmen.

### **GROUP II – (Unskilled):**

Building & Common Laborers; Carpenter Tenders; Concrete Workers; Stakedrivers; Concrete Buggy Operator (hand); Flagmen; Soil Sample Tester.

### **GROUP III – (Semi-skilled):**

Air & Power Tool Operator (not a carpenter's tool); Asbestos Remover; Asphalt Heaterman; Asphalt Jointman; Ashp. Raker; Batching Plant Scaleman; Chain Sawman; Concrete Touch-Up Man; Concrete Sawman – Coring Machine; Curbing Machine Asph. Or Cement; Cutting Torchman; Metal Form Setter-Road; Grade Setter; Guniting Reboundmen; Rod & Chainmen; Concrete Power Buggy Operator; Powderman or Blaster Helper; Sandblaster (Pot Men); Nozzlemen; Scaler; Vibratorman (hand-type); Vibratory Compactor (hand-type); Wagon Core & Diamond Drillers' Tenders (outside); Window Washers; Fog Machine Operator; Nurseryman-Gardener; Multi-Plate Setter; Concrete Burner; Cement Mason Tenders; Hodcarriers; Mortar Mixers; Plaster Spreader Operator; Plaster Tenders; Guniting Nozzleman; Pipelayer; Pumpcrete Nozzleman; Manhole Builder; Roadway Hardware Worker.

### **GROUP IV:**

Wagon, Core, Diamond Drillers.

### **GROUP V - (Miscellaneous):**

Landscaper; Traffic Control Technician; Laboratory Technician

### **GROUP VI:**

Powderman and Blasters.

## **EQUIPMENT OPERATOR CLASSIFICATION GROUPS**

### **GROUP I:**

Fireman; Oiler; Helpers; Mechanic, Welder, Grease Truck; Screedman; Scale Operator (such as Bin-a-Batch); Rubber Tire Farm-type Tractor; Tractors (under 50 HP w/o attachments); Brakeman; Concrete Paving Curing Machine (bridge-type).

### **GROUP II:**

Rollers; Sheepsfoot or Pneumatic Self-Propelled w/o dozer; Concrete Conveyor; Service Truck Operator (head oiler); Air Compressor (300 CFM & over); Pumps (6" & over); Screening Plants; Concrete Mixers (under 1 cy); Concrete Saw or Grinder-Span Type; Hoists (1 drum); Air Tugger; Elevating Belt-type Loaders; Fork-lift Lumber Stacker; Tractor-Farm type (under 50 HP w/attachments); Motorman & Industrial Locomotive Operator; Winch Trucks; Front End Loader (under 2 cy); Power Plants which generate over 15 KW; Welding Machines.

### **GROUP III:**

Bituminous Distributors; Boilers, Retort & Hot Oil Heaters; Concrete Mixers (1 cy & over); Concrete Paver (single drum); Drilling Equipment; Motor Graders (rough); Shaft & Tunnel Equipment; Refrigeration, Slusher, Jumbo Form; Trenching Machine (all types); Pumpcrete & Guniting Machine; Slipform Paver; Mechanic Bull-floats; Concrete Slab Spreading Machine; Concrete Slab Finish Machine; Asphalt Plants; Bitum. Finish Machine; Crushing Plants.

### **GROUP IV:**

Front End Loader (2 – 10 cy); Rollers Steel Wheeled (all types); Bulldozers; Scrapers (motor or towed); Elevating Graders; Concrete Batching Plants; Self-propelled Rollers, (equipped w/ dozer); Twin-Bowl Scrapers & Quad 8 or 9 Pushers; Three Bowl Scrapers; Tractor (farm-type) w/hydraulic Backhoes.

### **GROUP V:**

Concrete Paver (double drum); Cat Cranes; Hysters; Side & Swingboom Cats; Hoist (2 drum); Auto Fine Grader.

### **GROUP VI:**

Mucking Machine (all types); Motor Grader-Finish.

### **GROUP VII:**

Hydraulic Cranes (with less than 50' of boom – 20 tons & under); Steam Engineers; Loader (Front-end & over 10 cy); Concrete Pump (snorkel type); Mechanic Welder.

### **GROUP VIII:**

All Shovel Type Equip.; Cranes; Draglines; Backhoes; Derricks; Guy & Stiff Leg; Pipemobile (#2 Oper.); Piledriver; Hydraulic Cranes (20 tons & over); Mine Hoist (belt loader CMI type); Cranes, Draglines (w/ booms & jib over 150'); Shovel (wheel type); Boring Machine (tunnel or shaft mmole); Pipemobile.

## **TRUCK DRIVER CLASSIFICATION GROUPS**

### **GROUP I:**

Pick-up  $\frac{3}{4}$  ton & under; Service Station; Lubrication; Light Tire Repair or Washer; Swamper or Riding Helper; Teamster 2 or 4 up; Ambulance Driver.

### **GROUP II:**

Bus or Taxi Driver; Dump or Batch Truck (under 8 cy WLC); Flatbed (bobtail) 2 ton & under; Mechanic & Welder Helper; Forklift (under 5 ton MRC).

### **GROUP III:**

Dump Trucks (includes all highway & off-highway, 8 – 16 cy WLC); Water, Fuel or Oil Trucks (less than 3,000 gals.); Flatbed (bobtail) over 2 tons.

### **GROUP IV:**

Distributor Driver; Heavy Tire Repair; Lumber Carrier Driver; Young Buggy or Similar Equipment; Transit Mix or Agitator 2 or 3 Axle Bobtail Equipment; Scissor Truck; Bulk Cement Bobtail 2 or 3 Axles; Semi-Trailer Driver (flatbed or van single axle); Forklift (5 ton & over MRC); Field Equipment Serviceman.

#### **GROUP V:**

Dumpster & Dumpcrete Driver; Water, Fuel or Oil Truck (3,000 – 6,000 gals.); Lowboy, Light Equipment Driver; Euclid-type Tank Wagon (under 6,000 gals.).

#### **GROUP VI:**

Vacuum Truck; Dump Trucks (including all hwy. & off-hwy., 16 – 22 cy WLC):

#### **GROUP VII:**

Transit Mix or Agitator Semi or 4 Axle Equipment Driver; Flaherty Truck-type Spreader Box Driver; Slurry Truck Driver; Bulk Cement Driver; Semi-Doubles; 4 Axle Bobtail; Winch Truck & "A" Frame; Dump Trucks (including all hwy. & off-hwy., 22 cy to 35 cy WLC); Head Field Equipment Serviceman.

#### **GROUP VIII:**

Euclid Diesel Powered Turnarocker; Terra Cobra; DW 10; DW 20; Letourneau Pulls & Similar Diesel Powered Equipment; Lowboy Heavy Equip. Driver; Water, Fuel or Oil Trucks (6,000 gals. & over including Tank Wagon Drivers); Semi-Trailer Driver (flatbed or van tandems); Light Equipment Mechanic; Dump Trucks (including hwy. & off-hwy.) 35 cy WLC & over; Truck & Trailer or Semi-Trailer (flatbed); Eject All Driver.

#### **GROUP IX:**

Lowboy (heavy equip., double gooseneck); Heavy Equip. Mechanic; Welder (Body & Fender Man); Warehouseman; Material Checker-Cardexman; Expeditor.

**BILL RICHARDSON**  
GOVERNOR



**KEN ORTIZ**  
SECRETARY

**STATE OF NEW MEXICO**  
**DEPARTMENT OF WORKFORCE SOLUTIONS**  
Public Works Bureau  
625 Silver Ave SW, Suite 410  
Albuquerque, NM 87102  
(505) 841-4400 / FAX (505) 841-4423

**TERESA C. GOMEZ**  
DEPUTY SECRETARY

## **NOTICE**

### **Public Works Apprenticeship and Training Act**

Statute 13-4D-4.B states:

“Public works construction projects, except for street, highway, bridge, road, utility or maintenance contracts with employers who elect not to participate in training, shall not be constructed unless an employer agrees to make contributions to approved apprentice and training programs in New Mexico in which the employer is a participant or to the public works apprentice and training fund administered by the public works bureau of the labor and industrial division of the labor department. Contributions shall be made in the same manner and in the same amount as apprentice and training contributions required pursuant to wage rate determinations made by the director.”

For a copy of the above-mentioned act, please contact our office at **(505) 841-4403**.

For contractors that are not participants in an approved apprenticeship program, submit Apprenticeship & Training Contribution Compliance Statement and Payment to:

**NMDWS**  
**Public Works Bureau**  
**PO Box 27428**  
**Albuquerque, NM 87125-7428**

# ***APPRENTICESHIP CONTRIBUTION PROGRAM***

The following are easy reminders regarding this program:

1. For “B”, “C”, & “H” Projects: Whenever you have any workers on the job (even if you are not using apprentices), you are required to pay into the Apprenticeship Training Program as outlined in the Apprenticeship & Training Act. This applies to all contractors, subcontractors, 2<sup>nd</sup> tiers, etc. Your wage rates will show which jobs have apprenticeship contributions.
2. If you have apprentices on the job, they must have a journeyman working with them. The ratio must be one-to-one.
3. The Apprenticeship Contribution is not considered part of the fringe benefits. It is totally separate.
4. The Apprenticeship Compliance Statement from our office (or our website) is the only form you may use. Do NOT modify our form or generate your own.
5. As noted on the Apprenticeship Compliance Statement, these forms are due on the 15<sup>th</sup> of every month for the length of the project. If no work was done for that month, send us a copy letting us know there was no work done.
6. Submit Apprenticeship Compliance Statements with payments to: NMDWS, Public Works Bureau, PO Box 27428, Albuquerque, NM 87125-7428

*New Mexico Department of Workforce Solutions - Public Works Bureau  
625 Silver Ave SW, Suite 410 - Albuquerque, NM 87102  
Phone: (505) 841-4408 Fax: (505) 841-4423*



# New Mexico Public Works

CHECK OUT THE  
DEPARTMENT OF  
WORKFORCE SOLUTIONS  
WEBSITE FOR VALUABLE  
INFORMATION

[www.dws.state.nm.us](http://www.dws.state.nm.us)

Click on "Public Works"

## Construction

~ OR ~

### PHONE:

#### Public Works Questions:

Mary – (505) 841-4409

Lori – (505) 841-4408

Nicolina – (505) 841 - 4403

Michael - (505) 841-4417

#### FAX Number:

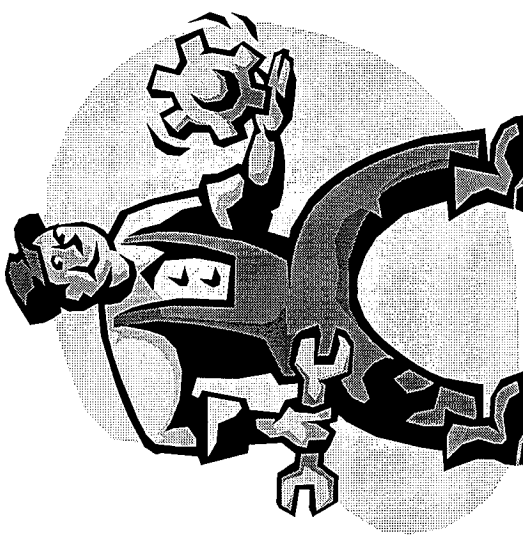
(505) 841-4423

#### Apprenticeship Questions:

(505) 841-4403

**Bill Richardson**  
Governor

**Ken Ortiz**  
Department of Workforce  
Solutions  
Secretary



The NM Public Works Minimum Wage Act applies to employers and employees working on state/locally funded public works construction jobs. Information here is not an official interpretation of the Act, but this pamphlet can serve as a general guide to the law. You may find additional information and Rules & Regulations derived from the Act on the NMDWS web page at [www.dws.state.nm.us](http://www.dws.state.nm.us)

### **1. How does the Act apply?**

The Act and the Public Works Bureau's Policy Manual govern all public works (PW) construction projects costing more than \$60,000 and funded in part or in whole by state/local funds. Wages set by LID must be paid as a minimum. Employees must be paid weekly. If the project has federal funding as well, the pay is figured by comparing the total rate in each trade from the state and federal wage decisions and paying the higher of the two.

### **2. What is a Wage Decision?**

A wage decision is the set of wage rates for a specific public works construction project. The person putting together project bid documents requests a wage decision by submitting a request on our website that describes the scope of work. The type of work determines the type of rates issued. The four sets of rates are for:

"A" – Street, Highway, Utility and Light Engineering;

"B" – General Building;  
"C" – Residential; and  
"H" – Heavy Engineering.

If 80% of the project is *not* in one type of construction, two or more types of rates may be issued. A wage decision expires when new wage rates are approved – unless the bid opening takes place, or is within 10 days of taking place. When the bids are opened before the expiration, those rates are good for the life of the project.

### **3. When is a new Wage Decision required?**

A new wage decision is required when the bids are not opened within 10 days after the approval of new wage rates. Then both a new wage decision and new rates will apply.

### **4. What is sent along with a Wage Decision?**

Several forms are sent out with the wage decision that must be used by contractors:

- a. A Notification of Award must be sent to the Public Works Bureau from the contracting agency or general contractor listing all subcontractors before work starts;
- b. A Statement of Intent to Pay Prevailing Wages must be sent to the contracting agency from each contractor, subcontractor and second tier contractor before work starts;
- c. An Apprenticeship Contribution Compliance Statement (for all except Type "A" projects) is due by the 15<sup>th</sup> of each month from all contractors,

subcontractors, and second tier contractors;

- d. A wage rate poster must be displayed in an easily accessible place at the job site to show all employees what their minimum rates of pay are; and
- e. An Affidavit of Wages Paid must be submitted to the contracting agency after a contractor finishes work but before the final payment.

### **5. When does overtime pay start?**

Overtime pay starts after 40 hours of work in a seven-day workweek for the same employer, regardless of how many projects the employee works on.

### **6. How is overtime pay computed?**

Overtime pay is 1.5 times the base pay with fringes added back. For example, if the base is \$12/hr. and the fringe benefit is \$2/hr., the total overtime rate is  $12 \times 1.5 + 2$  or  $18 + 2 = 20$ .

### **7. How can I file a wage claim?**

If you think your employer owes you more wages, you may file a wage claim at any NMDWS office, or call our Hotline at 1-888-370-0013. You should keep copies of pay stubs, a diary of when and where you worked, and the work performed.

### **8. What does the term "at will State" mean?**

New Mexico is an "at will State" and the term means that an employer may hire and fire employees at will.



# PAYROLL STATEMENT OF COMPLIANCE

Wage Decision No.:

I, \_\_\_\_\_, \_\_\_\_\_ do hereby state:  
(Name of Signatory Party) (Title)

(1) that I pay or supervise the payment of the persons employed by: \_\_\_\_\_  
(Contractor or Subcontractor)

on the \_\_\_\_\_  
(Name of Project)  
that during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ and ending the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, all persons employed on said project have been paid the full weekly  
wages earned, that no deductions have been or will be made either directly or indirectly to or on behalf of said  
\_\_\_\_\_ from the full weekly wages earned by any  
(Contractor or Subcontractor)

person, other than deductions permitted by law. Anyone found in violation of the NM Public Works Minimum Wage Act [13-4-11 to 13-4-17 NMSA 1978] could be subject to penalties and debarment.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborer or mechanic conform with the work he performed.

(3) That any apprentice(s) employed in the above period are duly registered in a bona fide apprenticeship program registered with the State Apprenticeship agency recognized by the Bureau of Apprenticeship & Trng., US Dept. of Labor, or properly enrolled in a bona fide training program approved for application on public works construction projects by the appropriate state (SAC) and/or federal agency(ies) (BAT) if and as required by law & applicable federal regulation.

**(4) FRINGE BENEFITS: (Please Spell Out Any/All Acronyms)**

\_\_\_(a) ARE PAID TO APPROVED PLAN, FUND, OR PROGRAM in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above-referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate program for the benefit of such employees.

*If paid to an approved plan, fund, or program, please fill out name of program w/fringe breakdown per hour below:*

**Name of Program Used for Fringe Benefits:**

Pension =	Health/Welfare =	Holiday/Vac. =	Life Ins. =	Training* =
(If additional space is needed for more programs/fringe breakdowns, please attach a separate page.)				

**FRINGE BENEFITS:**

1. Pension
2. Health/Welfare
3. Holiday/Vacation
4. Life Insurance
5. Training (not Apprenticeship) \*

**FRINGE BREAKDOWN SAMPLE:**

Fringe Benefit	Amount
401(K) Plan	\$8.98/hr.
Vacation	\$2.23/hr.

\_\_\_(b) **Paid to Union Program** - If paid to a Union and fringe benefits differ from employee to employee, and/or job contract, please provide fringe breakdown for each employee and attach copy of Union contract.

\_\_\_(c) ARE PAID IN CASH, each laborer or mechanic listed in the above-referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract.

Section 13-1D-1 to Section 13-1D-8, NMSA 1978 provides for employers to agree to make contributions to approved apprentice & training programs in New Mexico in which the employer is a participant to the public works apprentice and training fund administered by the Public Works Bureau of the Labor & Industrial Division of the New Mexico State Department of Labor. Contributions shall be made in the same manner and in the same amount as apprentice and training contributions required pursuant to wage rate determinations made by the Labor & Industrial Division Director.

**APPRENTICESHIP CONTRIBUTIONS: (Please check applicable blank)**

\_\_\_ Check paid to: NM Public Works Apprenticeship & Training Fund - Public Works Bureau, Labor & Industrial Div.

\_\_\_ Check paid to: \_\_\_\_\_  
(Name & address of approved Apprenticeship & Training Program) (Program No.)

Print Name of Certifying Official: \_\_\_\_\_ Signature of Certifying Official: \_\_\_\_\_ Title & Phone No.: \_\_\_\_\_ Date: \_\_\_\_\_

The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

Revised April/2006

New Mexico Department of Workforce Solutions – Public Works Section  
**P.O. Box 27428, Albuquerque, NM 87125-7428** (new address for payments only)  
 (505) 841-4403 (505) 841-4420 - Fax

(Payment is not required for Type “A” Projects – Street, Highway, Utility & Light Engineering)

**Apprenticeship & Training Contribution Compliance Statement**

For the Month of:       .20      

(Circle One)

Contractor / Sub / 2<sup>nd</sup>. Tier Sub: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Project Name: \_\_\_\_\_ State Wage Dec.No. \_\_\_\_\_

**(DO NOT submit payments on 100% federally-funded projects)**

(SAMPLE ENTRY) Classification(s)	Week Ending 8/4	Week Ending 8/11	Week Ending 8/18	Week Ending 8/25	Week Ending 8/31	Total Hours	Appr. Rate per Hour	Total Classif. Contr.Amt
<b>LABORER</b>	<b>4</b>	<b>7</b>	<b>0</b>	<b>0</b>	<b>30</b>	<b>41</b>	<b>.20</b>	<b>8.20</b>
Classification(s)	Week Ending	Week Ending	Week Ending	Week Ending	Week Ending	Total Hours	Appr. Rate per Hour	Total Classif. Contr.Amt

PLEASE CHECK APPROPRIATE BLANK:

☐ Paid to: PUBLIC WORKS APPRENTICESHIP & TRAINING FUND (Mail to **P.O. BOX**)

Check No. \_\_\_\_\_ Check Amt: \_\_\_\_\_

Payroll Clerk's (PRINT)

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Phone: \_\_\_\_\_

Forms due **by 15<sup>th</sup> of each month** on every public works project that has apprenticeship contribution on the wage decision. In accordance with the NM Apprenticeship & Training Act, **payment is due for each journey person**, even if your company has no apprentices.

**(WE WILL NOT ACCEPT CREDITS WHEN PAYMENT IS OVER PAID)**

*Each wage decision needs a separate compliance statement, but only one check is needed for all statements.*

(When paying to an approved program, complete section below & mail this form along with a copy of the check to the following address: Public Works Bureau, 625 Silver Ave SW, Ste 410, Albuquerque, NM 87102)

\_\_\_\_ Paid to: Name of Approved NM Apprenticeship Program

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Apprenticeship Program No.: \_\_\_\_\_

(If in doubt, call 841-4403)

Print Name of Certifying Official: \_\_\_\_\_ Phone: \_\_\_\_\_

Signature of Certifying Official: \_\_\_\_\_ Date: \_\_\_\_\_

Arroyo Seco/Valdez Community Center: Wage Decision # TA-09-1356 B  
Renovation of the North Wall to include the Western and Eastern Section of the wall.

Type "B" - GENERAL BUILDING effective 01/01/09

Trade Classification	Base Rate	Fringe Rate	Apprenticeship	Subsistence & Incentive Rates
Asbestos Worker - Heat & Frost Insulator	26.54	9.71	\$0.20	
Boilermaker	18.40	3.78	\$0.20	
Bricklayer/Blocklayer/Stonemason	22.30	6.00	\$0.62	
Carpenter/Lather	21.54	6.24	\$0.35	
Cement Mason	17.72	7.23	\$0.34	
Electricians				
Outside Classifications				
Groundman	23.89	8.62	\$0.55	
Equipment Operator	26.71	8.62	\$0.55	
Lineman/Tech	27.30	8.62	\$0.55	
Cable Splicer	28.48	8.62	\$0.55	
Inside Classifications				
Wireman/Technician	27.30	8.31	\$0.54	Refer to Note 1
Cable Splicer	29.03	8.31	\$0.54	
Sound Classifications				
Installer	22.06	8.06	\$0.23	
Technician	23.61	8.06	\$0.23	
Soundman	25.68	8.06	\$0.23	
Elevator Constructor	28.30	12.96	\$0.55	
Elevator Constructor Helper	15.55	3.56	\$0.25	
Glazier	20.15	4.03	\$0.34	
Ironworker	23.65	9.68	\$0.53	Refer to Note 2
Painter (Brush/Roller/Spray)	16.60	4.00	\$0.35	
Paper Hanger	19.71	8.42	\$0.35	
Drywall Finisher/Taper	20.60	4.03	\$0.35	
Plasterer	18.65	6.80	\$0.35	
Plumber/Pipefitter	27.14	10.19	\$0.70	Refer to Note 3
Roofer	15.18	0.50	\$0.53	
Sheetmetal Worker	25.35	13.82	\$0.52	Refer to Note 4
Soft Floor Layer	18.78	4.54	\$0.35	
Sprinkler Fitter	22.58	11.62	\$0.26	
Tile Setter	18.92	1.16	\$0.00	
Tile Setter Helper	14.02	1.02	\$0.00	
Laborers				
Group I	14.16	4.12	\$0.27	
Group II	14.73	4.12	\$0.27	
Group III	15.03	4.12	\$0.27	
Group IV	15.13	4.12	\$0.27	
Group V	15.33	4.12	\$0.27	
Group VI	15.48	4.12	\$0.27	
Operators				
Group I	19.64	4.95	\$0.55	
Group II	20.68	4.95	\$0.55	
Group III	20.76	4.95	\$0.55	
Group IV	20.82	4.95	\$0.55	
Group V	20.88	4.95	\$0.55	
Group VI	20.98	4.95	\$0.55	
Group VII	21.08	4.95	\$0.55	
Group VIII	22.16	4.95	\$0.55	
Truck Drivers				
Group I	18.88	5.50	\$0.35	
Group II	19.00	5.50	\$0.35	
Group III	19.08	5.50	\$0.35	
Group IV	19.20	5.50	\$0.35	
Group V	19.25	5.50	\$0.35	
Group VI	19.35	5.50	\$0.35	
Group VII	19.45	5.50	\$0.35	
Group VIII	19.59	5.50	\$0.35	
Group IX	19.74	5.50	\$0.35	

NOTE: SUBSISTENCE AND INCENTIVE RATES BY TRADE & LOCATION

- #1 - Inside Electricians working at a Los Alamos County job site get \$3.78/hr. subsistence pay plus base/fringe. Inside Electricians working at a Lea Co. job site get \$75.00/day subsistence pay plus base/fringe.
- #2 - Ironworkers working on projects 50+ miles over the most direct regularly traveled route from Albuquerque, or the employee's home, whichever is closer, shall be paid \$5.00/hr. subsistence plus base/fringe. The "Big I" Interchange in Albuquerque, or the employee's home, respectively shall be used as basing points. The current State of New Mexico Official Highway Map shall be the reference for routes and distances. All of Santa Fe County shall be \$2.00/hr subsistence area.
- #3 - Plumbers/Pipefitters working at a Los Alamos County job site get \$.80/hr. incentive pay plus base/fringe.
- #4 - Sheet Metal Workers working at a Los Alamos County job site get \$2.00/hr. incentive pay plus base/fringe.
- #4 - Sheet Metal Workers living 60+ miles from a San Juan County job site get \$3.00/hr. subsistence pay plus base/fringe. Sheet Metal Workers working 90+ miles from Contractors Homebase & employees home get \$50.00/day subsistence pay plus base/fringe regardless of county.

**NEW MEXICO DEPARTMENT OF WORKFORCE SOLUTIONS - PUBLIC WORKS BUREAU**  
**QUESTIONS?? Call OR E-mail:**

Michael Fanestiel @ (505) 841-4417 OR [michael.fanestiel@state.nm.us](mailto:michael.fanestiel@state.nm.us) or Mary Sanchez @ (505) 841-4409 OR [mary.sanchez@state.nm.us](mailto:mary.sanchez@state.nm.us)  
Lori Griego (505) 841-4408 OR [lori.griego2@state.nm.us](mailto:lori.griego2@state.nm.us) fax (505) 841-4423

Contracting Agency/Owner	County	Decision Date	Decision No.
Taos County	Taos	09/24/09	TA-09-1356 B
		Expires for Bids	
Type of Construction: B		12/31/09	
<b>Description of Work: Arroyo Seco/Valdez Community Center</b> Renovation of the North Wall to include the Western and Eastern Section of the wall.			
<b>REMINDER to those preparing BID documents:</b> If bids are not opened by the above "Expires for Bids" date, a <b>NEW</b> wage decision may be required. If bids are NOT submitted before new wage rates go into effect, a NEW wage decision WILL be required. Call the Public Works Bureau at (505) 841-4417 to check status of new wage rates.			

## **NOTICES**

**ALL** contractors **MUST** have an active registration with the Labor Enforcement Fund before bidding on any public works project. Bids from contractors who are not registered will be considered **INVALID**.

The General/Prime Contractor selected for this project **MUST** submit a completed Statement of Intent to Pay Prevailing Wages to the Contracting Agency (or it's agent) before any work is started.

Sub-contractors & 2<sup>nd</sup>/3<sup>rd</sup> Tier Contractors **MUST** also submit Statements through their General/Prime before they start work. The General/Prime is responsible for informing the Contracting Agency or it's agent whenever there is a change to the subcontractors on the project.

The Contracting Agency or it's agent **MUST** fill out and submit the Notification of Award and Subcontractor list to the Public Works Bureau and forward the remainder of this wage decision package to the General/Prime Contractor that is awarded the project contract. That contractor is also responsible for making certain that all subcontractors have copies of the wage decision and other needed forms.

The General/Prime Contractor **MUST** post the wage rate table at the job site outside the Superintendent's trailer/office in an easily accessible place.

Workers **MUST** be classified & paid according to the work they perform, regardless of qualifications.

These wage rates are good for the life of a project.

New Mexico Department of Workforce Solutions  
Public Works Bureau

625 Silver Ave SW, Suite 410, Albuquerque, NM 87102

Michael Fanestiel (505) 841-4417 OR [michael.fanestiel@state.nm.us](mailto:michael.fanestiel@state.nm.us)  
Lori Griego (505) 841-4408 OR [lori.griego2@state.nm.us](mailto:lori.griego2@state.nm.us)

Mary Sanchez (505) 841-4409 OR [mary.sanchez@state.nm.us](mailto:mary.sanchez@state.nm.us)  
fax (505) 841-4423

Wage Decision # **TA-09-1356 B**  
**NOTIFICATION OF AWARD (NOA)**

**Description and Location of Work:** Arroyo Seco/Valdez Community Center

Renovation of the North Wall to include the Western and Eastern Section of the wall.

City of Arroyo Seco

Taos County

495 State Road 150

**REMINDER for Agency Conducting BID Process:** If bids are NOT submitted before new wage rates go into effect, a NEW wage decision WILL be required.

When the Contract is awarded for this project the Wage Rate Poster and the Wage Rate Packet, excluding this NOA and Subcontractor List, must be delivered to the **GENERAL/PRIME CONTRACTOR**. The Contracting Agency or its agent must complete this form (including the next page listing all of the subcontractors including 2<sup>nd</sup> tier subcontractors) and fax or mail it to the address above. **If the project is canceled**, this form must be completed by the agency conducting the bid process. Failure to submit the NOA in a timely manner is a violation of paragraph 11.1.2.10.B (3) of the Public Works Minimum Wage Act Policy Manual.

General/Prime Contractor Company Name: \_\_\_\_\_ License#: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Project Contact's name: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Approximate Date Work to Start: \_\_\_\_\_

Estimated Completion Date: \_\_\_\_\_

Estimated Cost of Project: \_\_\_\_\_

Bid Opening Date: \_\_\_\_\_

Note: The General/Prime Contractor MUST mail/fax in their Statement of Intent to Pay Prevailing Wages to the Contracting Agency or its agent before beginning work on the project. Each Subcontractor (and all tiers of subcontractors) **MUST** also mail/fax their Statement of Intent to Pay Prevailing Wages through the General/Prime Contractor before they start work. After work on the project is completed (**but before final payments**), subcontractors and all tiers of subcontractors must mail/fax (through the General/Prime Contractor) an Affidavit of Wages Paid.

**Signature for Contracting Agency (or agent)** \_\_\_\_\_

**Printed Name** \_\_\_\_\_

**Date** \_\_\_\_\_

## SUBCONTRACTOR LIST

**Do NOT** list suppliers or professional services (such as surveyors)  
**INCLUDE** individual subcontractor dollar amount for project

Please include **2nd & 3rd Tier** subcontractors. Make extra copies of form if necessary.

### **General Contractor: Wage Dec. # TA-09-1356 B**

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_ License No.: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Sub \_\_\_\_\_ 2<sup>nd</sup> TIER \_\_\_\_\_ 3<sup>rd</sup> TIER \_\_\_\_\_  
(To Whom) (To Whom)  
Work to be performed: \_\_\_\_\_ Amount (\$): \_\_\_\_\_

---

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_ License No.: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Sub \_\_\_\_\_ 2<sup>nd</sup> TIER \_\_\_\_\_ 3<sup>rd</sup> TIER \_\_\_\_\_  
(To Whom) (To Whom)  
Work to be performed: \_\_\_\_\_ Amount (\$): \_\_\_\_\_

---

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_ License No.: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Sub \_\_\_\_\_ 2<sup>nd</sup> TIER \_\_\_\_\_ 3<sup>rd</sup> TIER \_\_\_\_\_  
(To Whom) (To Whom)  
Work to be performed: \_\_\_\_\_ Amount (\$): \_\_\_\_\_

---

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_ License No.: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Sub \_\_\_\_\_ 2<sup>nd</sup> TIER \_\_\_\_\_ 3<sup>rd</sup> TIER \_\_\_\_\_  
(To Whom) (To Whom)  
Work to be performed: \_\_\_\_\_ Amount (\$): \_\_\_\_\_

---

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_ License No.: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Sub \_\_\_\_\_ 2<sup>nd</sup> TIER \_\_\_\_\_ 3<sup>rd</sup> TIER \_\_\_\_\_  
(To Whom) (To Whom)  
Work to be performed: \_\_\_\_\_ Amount (\$): \_\_\_\_\_

---

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_ License No.: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Sub \_\_\_\_\_ 2<sup>nd</sup> TIER \_\_\_\_\_ 3<sup>rd</sup> TIER \_\_\_\_\_  
(To Whom) (To Whom)  
Work to be performed: \_\_\_\_\_ Amount (\$): \_\_\_\_\_

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Plans and Project Manual (Bidding Documents) can be obtained by licensed Contractors from the Architect by providing a deposit check for \$150.00 which is refundable when documents are returned within 10 days of the Bid Opening to the office of the Architect. Checks shall be made out to the Architect.

Robert J. Sturtzman  
Architect  
7118 Hwy 518  
Ranchos de Taos, NM 87557  
575-758-4933

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- Section 01040 - Coordination (1)
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(not used)

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(not used)

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(not used)

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(not used)

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(not used)

## **SECTION 01010**

### **SUMMARY OF WORK**

#### **PART 1 – GENERAL**

##### **WORK COVERED BY CONTRACT DOCUMENTS:**

The Work of this Contract comprises of the general construction of selected deteriorating adobe wall construction on the exterior wall of an existing building.

The Work includes, but is not limited to:

##### **Description of Work**

Phase One: Removal and Replacement of existing parapet wall and exterior wall and parapet wall plaster (extent as shown on the drawings: approximately 40 l.f., to be verified in field). Provide and construct with new stabilized adobe units, a new parapet wall complete with Concrete Bond Beam and Portland Cement Plaster and Stucco on exterior surfaces of same. Provide associated roof flashing and roof patching materials as necessary at roof deck/new parapet juncture for a watertight assembly.

Phase Two: (Add Alternate No.1) Removal and Replacement of existing adobe walls and parapet wall of the East and North corner walls of the existing building and associated plaster finishes, including two existing windows (extent as shown on the drawings: approximately 75 l.f., to be verified in field). Remove existing Concrete Apron at east wall (approximately 30 l.f., to be verified in field). Provide and construct with new stabilized adobe units, new walls and associated parapet walls, including concrete bond beams. Provide and install two new casement-type windows. Provide and apply Portland Cement Plaster and Stucco at exterior surfaces and smooth finish mud plaster on interior surfaces of new walls. Provide associated roof flashing and roof patching materials as necessary at roof deck/new parapet juncture for a watertight assembly. Replacement of existing electrical outlets as necessary.

Before any renovation of the walls take place, there must be proper and adequate roof shoring and support and wall shoring in place. Contractor shall provide all necessary shoring of existing building structure to prevent collapse of remaining building structure and related building elements. He shall provide all safeguards and protection of all personnel and building elements as per all codes and OSHA requirements.

##### **RELATED DOCUMENTS:**

Related requirements in other parts o the Project Manual:

Section 01030 – Alternates

Section 01040 – Coordination

**PART 2 – PRODUCTS**  
(NOT USED)

**PART 3 – EXECUTION**  
(NOT USED)

**END OF SECTION**

## **SECTION 01014**

### **WORK SEQUENCE**

#### **PART 1 - GENERAL**

##### **RELATED WORK:**

Section 01040 - Coordination

##### **NOTIFICATIONS:**

General: Where Architect's "inspection", "observation" or "notification" is required by the Contract Documents, the Contractor shall notify the Architect or his representative at least 48 hours in advance. Failure to notify the Architect as required may render the Contractor liable to uncover and/or replace items of Work as provided in the General Conditions.

Critical Observation Points: Observation by the Architect is required prior to proceeding, covering up, etc. at the following critical points and such other points as may be required in writing by the Architect:

- a.) Layout, location and execution of all major items of the Construction Documents.

Action by the Architect: Should the Architect determine that any aspect of the Work varies from the intent of the Contract documents, he shall notify the Contractor and Owner immediately of the nature of the Work required to correct such non-compliance. In the event such non-compliance should continue, the Architect shall recommend in writing that the Owner consider exercising his right to Stop the work, Carry out the Work or Terminate the Contract in accordance with the General Conditions.

##### **WORK SEQUENCE:**

Coordinate and regularly review schedule of Work with the Owner or his Representative.

#### **PART 2 - PRODUCTS**

**not used**

#### **PART 3 - EXECUTION**

**not used**

#### **END OF SECTION**

## **SECTION 01015**

### **CONTRACTOR USE OF PREMISES**

#### **GENERAL PROCEDURES:**

**Access:** Contractor shall provide full means of access to all parts of the Work of the Project, including ladders, lighting, etc. as may be required for the Architect's observation of the Work.

**Field Engineering and Measurements:** Perform all necessary engineering and survey work and exercise proper precautions to achieve correct location and layout of elevations, lines and measurements of grading and improvements required for the Project. Review results with the Architect. Before ordering materials or performing work, verify all measurements in the field and notify the Architect of any discrepancies.

**Security:** The Contractor shall assume full responsibility for protection and safekeeping of the Work and related materials, tools and equipment.

**END OF SECTION**

## **SECTION 01030**

### **ALTERNATES**

#### **PART 1 - GENERAL**

##### **REQUIREMENTS INCLUDED:**

This section identifies each Alternate by reference number, and describes the basic changes to be incorporated into the Work. It will only be incorporated as a part of the Work when included by specific provisions in the Owner - Contractor agreement.

##### **RELATED REQUIREMENTS:**

Bid Documents: Provide Quotation of cost of each Add Alternate on Sheet Provided as a part of the Bid Form.

Owner-Contractor Agreement: Alternates accepted by Owner for incorporation into the Work.

Sections of Specifications identified in each Alternate.

##### **PROCEDURES:**

Alternates will be exercised at the option of the Owner.

Alternates will be accepted in the order as numbered..

Coordinate related work and modify surrounding work as required to complete the Work, including changes under each Alternate, when acceptance is designated in Owner-Contractor Agreement.

#### **PART 2 - PRODUCTS**

Not Used

#### **PART 3 - EXECUTION**

Not Used

ALTERNATE LIST AND DESCRIPTION (to follow)

**END OF SECTION**

### **ADD ALTERNATE NO.1**

Add Alternate No. 1 consists of adding all of the Work specified in related technical sections of the specifications and as shown and described on the drawings for:

Removal and Replacement of existing adobe walls and parapet wall of the East and North corner walls of the existing building and associated plaster finishes, including two existing windows (extent as shown on the drawings: approximately 75 l.f., to be verified in field). Remove existing Concrete Apron at east wall (approximately 30 l.f., to be verified in field). Provide and construct with new stabilized adobe units, new walls and associated parapet walls, including concrete bond beams. Provide and install two new casement-type windows. Provide and apply Portland Cement Plaster and Stucco at exterior surfaces and smooth finish mud plaster on interior surfaces of new walls. Provide associated roof flashing and roof patching materials as necessary at roof deck/new parapet juncture for a watertight assembly. Replacement of existing electrical outlets as necessary.

Before any renovation of the walls take place, there must be proper and adequate roof shoring and support and wall shoring in place. Contractor shall provide all necessary shoring of existing building structure to prevent collapse of remaining building structure and related building elements. He shall provide all safeguards and protection of all personnel and building elements as per all codes and OSHA requirements.

In the event Add Alternate No.1 is not accepted, the Contractor shall provide and install temporary moisture protection as described by details WP1/A17 and WP2/A17, extents as indicated on the drawings for the walls to be removed and replaced, denoted as Item "B".

**END OF SECTION**

## **SECTION 01040**

### **COORDINATION**

#### **PART 1 - GENERAL**

The General Contractor shall coordinate the work of all trades and all subcontractors on the job. It shall be his responsibility to see that all aspects of the Work and the interrelationship of all work be fully understood by all persons performing any part of the Work. No additional cost shall accrue to the Owner as a result of any lack of such coordination of understanding.

##### **INTERRUPTIONS:**

The General Contractor shall cooperate with the Owner and the employees of the:

##### **Taos County Arroyo Seco Community Center**

in every respect so as not to disturb the normal activities, whenever possible. The General Contractor shall not interrupt any utilities or services to the surroundings except for the time needed to make connections to, or to remove and relocate such service. He shall consult with the Architect and the Owner regarding scheduling times for this Work.

Areas under construction shall be screened with temporary partition structures covered with plwood and protective plastic sheets to minimize the noise, dust and debris from entering the remaining areas of the building as much as is possible. See Section 01710 - Cleaning. The temporary wall shall also provide security to prevent entering the remainder of the building at after hour times by unauthorized personnel.

Adequate means of egress from all parts of the building shall be provided to ensure the safety of the occupants during the construction period during normal business hours

The Contractor shall coordinate work performed by the Owner so that no delays should arise in the completion of the Project through the lack of such coordination.

##### **SCHEDULING:**

The General Contractor shall submit ten days in advance, a schedule for approval of the days the electricity, telephone, gas and/or water service will be shut off. If a change is made from the approved schedule submitted, The Owner shall be notified 72 hours prior to the time when utility will be shut off.

#### **PART 2 - PRODUCTS**

not used

#### **PART 3 - EXECUTION**

not used

#### **END OF SECTION**



## **SECTION 01060**

### **REGULATORY REQUIREMENTS**

#### **STANDARDS:**

Codes: All work of this Project shall be in conformance with the latest adopted codes and regulations currently applicable to this Project. In the event that there is more than one such governing requirement, the more stringent one shall be binding on the Work of this Project. In the event no such regulation or codes are currently in force at the location of this Project, the following codes, as adopted by the Construction Industries Division of the Department of Commerce and Industry, State of New Mexico, or other jurisdictional agency of the State, shall apply to this Project:

- a.) International Building Code (IBC)
- b.) Uniform Mechanical Code (UMC)
- c.) Uniform Plumbing Code (UPC)
- d.) National Electric Code (NEC)
- e.) Life Safety Code, NFPA -101
- f.) Applicable Regulations of the New Mexico Environmental Improvement Agency
- g.) All modifications and Revisions to the above as required by the State of New Mexico Construction Industries Division.

Referenced Standards and Instructions: Unless otherwise specified, all transportation, handling, storage, protection, type and quality of materials and installation shall be in accordance with manufacturer's printed instructions and/or published standards of the particular industry or trade involved.

Manufacturer's Labels and Industry Markings: All Products, materials, equipment and furnishings shall be delivered to the site with the labels of the specified or submitted manufacturer, or the standard industry markings, intact. Items not so labeled or marked shall be removed from the site.

**END OF SECTION**

## SECTION 01152

### APPLICATION FOR PAYMENT

#### PART 1 GENERAL

##### GENERAL:

Submit Applications for Payment to the Architect in accord with the schedule established by conditions of the Contract and Agreement between Owner and Contractor.

##### REQUIREMENTS INCLUDED:

Procedures for preparation and submittal of Applications for Payment.

##### RELATED REQUIREMENTS:

Owner-Contractor Agreement: Contract Sum and Unit Prices, Amounts of Progress Payments, and Retainages, and times for submittals.

Document 00700 - General Conditions of the Contract: Progress Payments, and Final Payment.

Section 00800 - Supplementary Conditions

Section 01370 - Schedule of Values.

Section 01700 - Contract Closeout: Final Payment.

##### **FORMAT**

Submit itemized applications TYPED on AIA Document G702, Applications and Certificate for Payment and continuation sheets G703, Latest Editions. **No other forms or format will be accepted.** Use attached RELEASE OF LIEN form as described below. **No other form will be accepted.**

##### **PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT:**

###### Application Form:

Fill in required information, including closing date of the submitted application.

Fill in summary of dollar values to agree with the respective totals indicated on the continuation sheets. ALL DOLLAR VALUES USED SHALL NOT CONTAIN ANY APPLICABLE GROSS RECEIPTS TAXES. New Mexico Gross Receipts Tax shall be calculated and added after line seven. No amounts or calculations prior to line seven shall contain gross receipts taxes.

Execute certification with the signature of a responsible officer of the Contractor.

Continuation Sheets:

Fill in total list of all scheduled component items of Work, with item numbers and the scheduled dollar value for each item. Scheduled dollar values for each item **SHALL NOT** contain applicable gross receipts taxes. Applicable Gross Receipts Tax **SHALL NOT** be a line item.

Fill in the dollar value in each column for each scheduled line item when work has been performed or products stored. Round off values to nearest dollar. Scheduled values for each item **SHALL NOT** contain applicable gross receipts taxes.

List each Change Order fully executed prior to the closing date of the submission at the end of the continuation sheets. List by Change Order Number and description as for an original component of work. Change Order dollar amounts **SHALL NOT** contain applicable gross receipts taxes.

**Certificate for Payment:**

The Architect shall fill in the required information after reviewing the G702 for completeness and correctness and verifying that the inspector has initialled and dated the G702.

The completed Certificate for Payment should include the typed corporation name and representative's signature of both the Architect and the Contractor. The date here is to be the date each signature is affixed.

**SUBSTANTIATING DATA FOR PROGRESS PAYMENTS:**

Attached to the first Application and Certificate for Payment, Contractor shall provide a breakdown of all Subcontractors and amounts subcontracted for (dollar amount of subcontract).

Attached to each subsequent Application and Certificate for Payment, Contractor shall attach Lien Waivers from each subcontractor in the amount as paid to each of the subcontractors for the previous Application and Certificate for Payment period.

Attached to the G703's schedule of all materials stored on the site which are included thereon. This schedule should indicate the monthly status of those materials. The first time the materials appear on the schedule, one copy of the invoice, shipping ticket or other substantiating document should be attached to the schedule.

For sensitive materials which are not stored on the site for which the Contractor requests payment, the following procedure shall be precisely followed to request such approval. The Contractor shall submit a letter through the Architect to the Owner so that it is received by the Owner no later than the 20th of the month. The letter shall forward one copy of the invoice for the materials being considered and shall state the supplier, material, invoice number and amount. The letter shall be signed by a responsible officer of the Contractor stating that the following responsibilities are certified:

That this material now stored in our warehouse will be installed on this project.

That it is covered by our insurance while so stored.

That it will be transported to the site.

That it is physically identified as property for this project.

Those items for which Owner provides written approval may be included with that month's Application for Payment.

#### SUBMITTAL PROCEDURE:

Submit Applications for Payment to Architect at the times stipulated in the Agreement.

When the Architect finds the application properly completed and correct, with all the appropriate attachments, He will prepare the Certificate for Payment and transmit them to the Owner for Payment.

If the Architect finds the application in non-compliance with the requirements as outlined above, the Application and Certificate for Payment will be returned to the Contractor. Architect will note reasons for not accepting the application.

Number: **FIVE (5) COPIES OF EACH APPLICATION AND CERTIFICATION FOR PAYMENT** and (5) copies of any attachments required as above.

The Contractor and the Architect must coordinate the processing of the Application and Certificate for Payment and all necessary attachments so that the properly executed documents are received in the Office of the Owner's Representative responsible for processing the A&CforP, no later than the following:

- 1.) 25th of the month.

#### PREPARATION OF APPLICATION FOR FINAL PAYMENT:

Fill in Application form as specified for progress payments.

Use continuation sheet for presenting the final statement of accounting.

Statement that all items listed on the Punch List have been completed.

Provide Architect with a revised subcontractor listing with contracted dollar amounts as may have been revised due to Change Order Additions or Deletions.

**PART 2 PRODUCTS**

Not Used

**PART 3 EXECUTION**

Not Used

**END OF SECTION**

## **SECTION 01200**

### **PROJECT MEETINGS**

#### **PART 1 - GENERAL**

##### **REQUIREMENTS INCLUDED:**

Contractor participation in preconstruction conferences.

Contractor administration of progress meetings.

##### **RELATED REQUIREMENTS:**

Section 01040 - Coordination

Section 01152 - Application for Payment

Section 01310 - Progress Schedules

Section 01340 - Shop Drawings, Product Data, and Samples

Section 01700 - Contract Closeout

Section 01720 - Project Record Documents

##### **PRECONSTRUCTION CONFERENCE:**

Owner will, within 15 days after notice of award, schedule a conference to be held prior to the start of construction.

Attendance: Owner, Owner's Project Representative, Architect/Engineer, Contractor, his Superintendent and his major Subcontractors.

##### **Agenda:**

- 1.) Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal requests, change orders, and Project closeout procedures.
- 2.) Scheduling:
  - a.) Work sequencing and tentative construction schedule.
  - b.) Major equipment deliveries and priorities.
- 3.) Distribution of Contract Documents.
- 4.) Submittal List of Subcontractors, list of products, schedule of values, and progress schedule.
- 5.) Designation of responsible personnel.
- 6.) Use of premises by Owner and Contractor.
- 7.) Owner's requirements and occupancy.
- 8.) Construction Facilities and controls provided by Owner.
- 9.) Temporary utilities provided by Owner.
- 10.) Security and housekeeping procedures.
- 11.) Procedures for testing.
- 12.) Procedures for maintaining record documents.

**PRECONSTRUCTION SUBMITTALS:**

At the time of the Preconstruction Conference, the Contractor shall provide to the Architect and the Owner's Project Representative the following:

- 1.) Progress Schedule ( See Section 01310 )
- 2.) Schedule of Values ( See Section 01370 )
- 3.) Temporary Facilities Layout ( See Section 01500 )

**PROGRESS MEETINGS:**

**DESCRIPTION**

Schedule and administer as the progress of the Work necessitates construction progress meetings, called meetings, and preinstalled conferences, throughout progress of Work.

Make physical arrangements, prepare agenda, and distribute notice of each meeting to participants, and to Architect/Engineer, four days in advance of meeting date.

Preside at meetings, record minutes, and distribute copies within five days after meeting to participants, to entities affected by decisions at meetings, with two copies to Architect/Engineer.

Location of Meetings: Contractor's field office.

Attendance: Contractor, Owner's Project Representative, Architect/Engineer as appropriate to agenda; Owner, Job Superintendent, Professional Consultants, Subcontractors and Suppliers may attend as appropriate.

**Minimum Agenda:**

- 1.) Approval of minutes of previous meetings.
- 2.) Review of Work progress.
- 3.) Field observations, problems, and decisions.
- 4.) Identification of problems which impede planned progress.
- 5.) Review of submittals schedule and status of submittals.
- 6.) Review of off-site fabrication and delivery schedules.
- 7.) Maintenance of progress schedule.
- 8.) Corrective measures to regain projected schedules.
- 9.) Planned progress during succeeding work period.
- 10.) Coordination of projected progress.
- 11.) Maintenance of quality and work standards.
- 12.) Effect of proposed changes on progress schedule and coordination.
- 13.) Other business relating to Work.

**PART 2 - PRODUCTS**

**Not Used**

**PART 3 EXECUTION**

**Not Used**

**END OF SECTION**

## **SECTION 01340**

### **SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

#### **GENERAL SUBMITTAL REQUIREMENTS:**

ALL SUBMITTALS SHALL CONTAIN the following information:

The date of submission and the dates of any previous submissions.

The Project Name and Project Number.

Submittal Number.

Names, Addresses and Phone Numbers of Architect, Engineer, Contractor, Supplier, Manufacturer.

Identification of the product with the specification section number.

Field dimensions, clearly identified as such.

Relation to adjacent or critical features of the work or materials.

Applicable standards, such as ASTM or Federal Specifications numbers.

Identification of deviations from item specified in the Contract Documents. Mark clearly so that differences are readily apparent to Architect.

Identification of revisions on resubmittals.

A 3 inch x 12 inch blank space for Contractor, Architect and Owner stamps.

Contractor's stamp, initialed or signed, certifying to review of submittal, verification of products, field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the Work and of the Contract Documents.

#### **SHOP DRAWINGS:**

Drawings shall be presented in a clear and thorough manner. Details shall be identified by reference to sheet and detail, schedule, room numbers, standard plan symbols shown on Contract Drawings.

Minimum sheet size: 8-1/2 inch x 11 inches.



### **PRODUCT DATA:**

Clearly mark each copy to identify pertinent products or models.

If several items are submitted at one time, a cover summary sheet shall be provided listing all items covered by the submission, providing information and space as described under "Submittals Shall Contain:"

Show performance characteristics and capacities.

Show dimensions and clearances required.

Show complete parts list and manufacturer's installation requirements and instructions.

Show wiring or piping diagrams and controls.

Manufacturer's standard schematic drawings and diagrams:

Modify drawings and diagrams to delete information which is not applicable to the work.

Supplement standard information to provide information specifically applicable to the work.

### **SAMPLES:**

Office samples shall be sufficient size and quantity to clearly illustrate:

Functional characteristics of the product with integrally related parts and attachment devices.

Full range of color, texture and pattern.

### **SUBMISSION REQUIREMENTS:**

Make submittals promptly and in such sequence as to cause no delay in the Work or in the work of any other contractor. Submittals shall be delivered to the Architect no later than 30 days after the date of Notice to Proceed.

Submittals received after this time period will be returned and only the specified product will be acceptable.

### **NUMBER OF SUBMITTALS REQUIRED:**

Shop Drawings and Product Data: Submit the number of copies which Contractor requires plus Three (3) which will be retained by the Architect.

Samples: Submit the number stated in each specification section.

### **RESUBMISSION REQUIREMENTS:**

Make any correction or changes in the submittals required by the Architect or Owner and resubmit until approved.

SHOP DRAWINGS AND PRODUCT DATA:

Revise initial drawings or data and resubmit as specified for the initial submittal.

Indicate any changes which have been made other than those requested by the Architect/Engineer.

SAMPLES:

Samples - Submit new samples as required for initial submittal.

ARCHITECT'S DUTIES:

Review submittals with reasonable promptness.

Affix stamp and initials or signature and indicate requirements for resubmittal, or approval of submittal.

Return submittals to Contractor for distribution or resubmission.

**END OF SECTION**

## **SECTION 01370**

### **SCHEDULE OF VALUES**

#### **PART 1 - GENERAL**

Submit to the Architect and the Owner a Schedule of Values allocated to the various portions of the work, at least twenty (20) days prior to submitting first Application for Payment.

Upon request of the Architect or the Owner, support the values with data which will substantiate their correctness.

The Schedule of Values, unless objected to by the Architect or Owner, shall be used as the basis for the Contractor's Applications for Payment and Construction Schedule.

In the event the Owner should elect to delete certain portions of the Work, these values as scheduled will be used to ascertain those amounts to be deducted from the Contract Sum.

#### **FORM AND CONTENT OF SCHEDULE OF VALUES:**

Type schedule on 8 1/2" x 11" white paper. Identify schedule with the following:

- Project title and number.
- Location.
- Name and address of Contractor.
- Architect and Owner.
- Date of Submission.

Schedule shall list the installed value of the component parts of the work in sufficient detail to serve as a basis for computing values for progress payments during construction.

Follow the Index to Technical Provisions of this Project Manual as Format for listing component items. Identify each line item with the number and title of the respective major section of the specifications.

For each major line item list sub-values of major products or operations under the item.

For each various portion of the Work:

- Each item shall include a directly proportional amount of the Contractor's overhead and profit, mobilization and preparatory costs.

The sum of all values listed in the schedule shall equal the total Contract Sum.

**END OF SECTION**

## **SECTION 01410**

### **TESTING LABORATORY SERVICES**

#### **PART 1 - GENERAL**

##### **RELATED DOCUMENTS:**

Document 00700 - General Conditions

Section 03001 - Concrete Work

Section 04212 - Unburned Clay Masonry (Adobe) and Mortar

##### **QUALITY ASSURANCE:**

Comply with requirements of ANSI/ASTM E239 and ANSI/ASTM D3740.

Contractor shall pay for the services of an Independent Testing Laboratory approved by the Architect and Owner to perform specified testing when tests are required for the Work by the below identified Work.

Contractor shall cooperate with the laboratory to facilitate the execution of its required services.

Employment of the laboratory shall in no way relieve Contractor's obligations to perform the Work of the Contract.

Laboratory tests required and standards for testing: The respective sections of the specifications.

Where tests are conducted during construction, the Contractor shall submit one information copy of the test reports to each of the following: the Owner, the Architect and the Structural Engineer.

Testing Laboratory inspection, sampling and testing is required for:

Section 03001 - Concrete Work.

Section 04220 - Unburned Clay Masonry (Adobe) and Mortar

##### **LIMITATIONS OF AUTHORITY OF TESTING LABORATORY:**

Laboratory is not authorized to relieve, revoke, alter or enlarge on requirements of Contract Documents: Approve or accept any portion of the Work: Perform any duties of the Contractor.

##### **CONTRACTOR'S RESPONSIBILITIES:**

Cooperate with laboratory personnel and provide access to the Work.

Secure and deliver to the laboratory adequate quantities of samples of material used and which require testing.

Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other materials mixes which require control by the testing laboratory.

Furnish incidental labor and facilities: Provide access to Work to be tested. Obtain and handle samples at the Project site or at the source of the product to be tested. Properly store and cure test samples.

**END OF SECTION**

## **SECTION 01531**

### **FENCES**

#### **GENERAL:**

##### **Fences:**

The Contractor shall erect and maintain during the entire period of Work on the Project a temporary fence around the Work areas as indicated on the Site Plan. Fence shall be 11 gage or heavier chain link type, not less than 6 feet high surmounted by one strand of barbed wire set 10 inches to 12 inches above the top of the chain link fencing. Fence shall be supported by metal or heavy wood posts set a maximum of 10 feet apart with top rails and corner and gate posts as required, all properly braced. Provide stoutly constructed gates, using same wire as for fence and located as approved by the Architect and Owner. Gates shall be minimum in size and number as compatible with construction operations, shall be equipped with hasps, chain and padlock and shall be kept locked at all times when not required to be open for construction operations. The chain shall be locked with two padlocks - one of the Owner and one of the Contractor. Provide the Architect and Owner each with a set of keys. This fence shall be removed and all post holes filled by the Contractor at his expense upon the completion of the Work.

#### **END OF SECTION**

## **SECTION 01533**

### **BARRICADES**

#### **PART 1 - GENERAL**

The Contractor shall erect and maintain at his expense the required fences, barricades, lighting, power, shoring and other protective structures or devices necessary for the safety of workmen, equipment, the public and property, as required by State and Federal Laws and regulations.

**END OF SECTION**

## **SECTION 01600**

### **MATERIAL AND EQUIPMENT**

#### **GENERAL:**

Material and equipment incorporated into the Work:

Shall conform to applicable specifications and standards.

Shall comply with size, make ,type and quality specified, or as specifically approved in writing by the Architect.

#### **Manufactured and Fabricated Products:**

Design, fabricate and assemble in accord with the best engineering and shop practices.

Manufacture like parts of duplicate units to standard sizes and gages, to be interchangeable.

Two or more items of the same kind shall be identical, by the same manufacturer.

Products shall be suitable for service condition.

Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.

Do not use material or equipment for any purpose other than that for which it is designed or is specified.

It is the intention of this section to provide the requirements to be met by all fasteners and anchoring devices which are generally exposed to view.

Phillips head screws shall be used only for the anchoring of finish hardware such as butts, locksets, etc. No slotted head screws shall be used in any exposed fastening.

Items which are permanently installed and which will not require adjustment, shall be anchored with one way screws. If both faces of the items are exposed, the fastener shall be one-way heads. Machine bolts and nuts may be used only if the threads are upset or the head of the bolt welded to the item.

Items which are required to be removed periodically shall have anchoring devices with spanner heads or hexagonal socket heads.

#### **MANUFACTURER'S INSTRUCTIONS:**

When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including one copy to the Architect.



Maintain one set of complete instructions at the job site during installation and until completion.

Handle, install, connect, clean, condition and adjust products in strict accordance with such instructions and in conformity with specified requirements.

Should job conditions or specified requirements conflict with manufacturer's instructions, consult with the Architect for further instructions.

Do not proceed with work without clear instructions.

Perform work in accordance with manufacturer's instructions. Do not omit any preparatory steps or installation procedure unless specifically modified or exempted by Contract Documents.

#### TRANSPORTATION AND HANDLING:

Arrange deliveries of products in accordance with construction schedules, coordinate to avoid conflict with work and conditions at the site.

Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.

Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that products are properly protected and undamaged.

Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

#### STORAGE AND PROTECTION:

Store products in accordance with manufacturer's instructions, with seals and labels intact and legible.

Store products subject to damage by the elements in weathertight enclosures.

Maintain temperature and humidity within the ranges required by manufacturer's instructions.

#### Exterior Storage:

Store fabricated products above the ground, on blocking or skids, prevent soiling or staining. Cover products which are subject to deterioration with impervious sheet coverings, provide adequate ventilation to avoid condensation.

Store loose granular materials in a well drained area on solid surfaces to prevent mixing with foreign matter.

Arrange storage in a manner to provide easy access for inspection and make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage or deterioration.

**Protection after Installation:**

Provide substantial coverings as necessary to protect installed products from traffic and subsequent construction operations. Remove when no longer needed.

**SUBSTITUTIONS AND PRODUCT OPTIONS:**

**Products List:**

Within 30 days after Contract Date, submit to the Architect a complete list of major products proposed to be used, with the name of the manufacturer, the installing contractor's name, address, telephone number, and License No., if required.

**Contractor's Options:**

For products specified only by reference standard, select any product meeting that standard.

For products specified by naming several products or manufacturers, select any one of the products or manufacturers named, which complies with the specifications.

For products specified by naming one or more products or manufacturers and "or approved equal", Contractor must submit a request for substitution.

**Substitutions:**

For a period of 30 days after Contract Date, Architect will consider written requests from Contractor for substitution of products.

Submit a separate request for each product, supported with complete data, with drawings and samples as appropriate, including:

Comparison of the qualities of the proposed substitution with that specified.

Changes required in other elements of the work because of the substitution.

Effect on the construction schedule.

Cost data comparing the proposed substitution with the product specified.

Any required license fees or royalties.

Availability of maintenance service, and source of replacement materials.

Architect, in consultation with the Owner, shall be the judge of the acceptability of the proposed substitution.

Contractor's Representation:

A request for a substitution constitutes a representation that Contractor:

Has investigated the proposed product and determined that it is equal to or superior in all respects to that specified.

Will provide the same warranties or bonds for the substitution as for the product specified.

Will coordinate the installation of an accepted substitution into the work and make such other changes as may be required to make the work complete in other respects.

Waives all claims for additional costs, under his responsibility, which may subsequently become apparent.

Architect will review requests for substitution with reasonable promptness, and notify Contractor, in writing, of the decision to accept or reject the requested substitution.

**END OF SECTION**

## **SECTION 01700**

### **CONTRACT CLOSEOUT**

#### **SUBSTANTIAL COMPLETION:**

Contractor shall submit:

Written certification to Architect and Owner's Project Representative that Work, or designated portion of Work, is substantially complete.

List of items to be completed or corrected.

Architect will make an inspection within seven days after receipt of above certification, together with Owner's Project Representative. He shall prepare a list of items to be completed or corrected as determined by the inspection.

Should Architect consider that Work is substantially complete, he shall prepare and issue a Certificate of Substantial Completion, AIA G-704, complete with signatures of Owner and Contractor, accompanied by list of items to be completed or corrected.

Should Architect consider that Work is not substantially complete, he shall immediately notify Contractor, in writing, stating reasons. The Contractor shall complete the Work and second written notice to Architect certifying that Project, or designated portion of Project, is substantially complete. Architect will reinspect the work.

#### **FINAL INSPECTION:**

Contractor shall submit written certification that:

Contract Documents have been reviewed.

Project has been inspected for compliance with Contract Documents.

Work has been completed in accordance with Contract Documents.

Equipment and systems have been tested in presence of Owner's Project Representative and are operational.

Project is completed and ready for final inspection.

Architect will make final inspection within seven days after receipt of certification, together with Owner's Project Representative.

Should Architect consider that Work is finally complete in accordance with requirements of Contract Documents, he shall request Contractor to make project closeout submittals such as the following, but not limited to:

- 1.) Documents as required by Subparagraph 9.10.2,
- 2.) Project Record Contract Documents,
- 3.) Operation and Maintenance materials,
- 4.) Test and Balance Reports,
- 5.) Guarantees, Warranties and Bonds,
- 6.) Keys and Keying Schedule,
- 7.) Spare parts and Extra Materials,
- 8.) Special Certificates of Inspection and
- 9.) Certificate of Occupancy.

Should Architect consider that Work is not finally complete, he shall notify Contractor, in writing, stating reasons. Contractor shall take immediate steps to remedy the stated deficiencies and send second written notice to Architect certifying that Work is complete. Architect will reinspect Work.

**INSTRUCTION:**

Instruct Owner's personnel in operation of all systems, mechanical, electrical and other equipment.

**POST-CONSTRUCTION INSPECTION:**

Prior to expiration of one year from Date of Substantial Completion, Architect will make visual inspection of Project in company of Owner and Contractor to determine whether correction of Work is required. Architect will promptly notify Contractor, in writing, of any observed deficiencies. Contractor shall correct such deficiencies at once as a part of the total Contract.

**END OF SECTION**

## **SECTION 01710**

### **CLEANING**

#### **DURING CONSTRUCTION:**

Execute cleaning to ensure that building, grounds and public properties are maintained free from accumulations of waste materials and rubbish.

Wet down dry materials and rubbish to lay dust and prevent blowing dust.

At reasonable intervals during progress of Work clean site and public properties and dispose of waste materials, debris and rubbish.

Provide on-site containers for collection of waste materials, debris and rubbish.

Remove waste materials, debris and rubbish from site and legally dispose of it at dumping areas off Owner's property.

Vacuum clean interior building areas when ready to receive finish painting and continue vacuum cleaning on an as-needed basis until building is ready for Substantial Completion or occupancy.

Handle materials in a controlled manner with as few handlings as possible; do not drop or throw materials from heights.

Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.

#### **FINAL CLEANING:**

Employ experienced workmen, or professional cleaner, for final cleaning.

In preparation for Substantial Completion or occupancy, conduct final inspection of sight-exposed interior and exterior surfaces and of concealed spaces.

Remove grease, dust, dirt, stains, labels, fingerprints and other foreign materials from sight-exposed interior and exterior finished surfaces; polish surfaces so designated to shine finish.

Repair patch and touch up marred surfaces to specified finish to match adjacent surfaces.

Broom clean paved surfaces; rake clean other surfaces of grounds.

Owner will assume responsibility for cleaning as of time designated on Certificate of Substantial Completion for Owner's acceptance of Project or portion thereof.

#### **END OF SECTION**

## **SECTION 01720**

### **PROJECT RECORD DOCUMENTS**

#### **GENERAL**

##### **FORM AND CONTENT:**

Annotate two complete new and clean sets of Contract Documents with a red colored felt tip pen, showing all conditions of the Work as actually installed, and fully documenting in detail the following concealed conditions:

1.) Utilities: (to include, but not limited to, Gas, Water, Sewer, Electrical, Computer, Signal and/or PA systems, Telephone, etc.)

Show location of all lines, major junctions, bends, valves, cleanouts, stub-outs, access ports or doors or hatches, etc. by horizontal dimension from nearby major walls and depths from finish grade or height from finish floor for all utilities underground or concealed within the building, respectively.

2.) Assemblies: Show all changes or variations not otherwise documented, of materials, products and installations concealed from view.

Submit one marked-up set of drawings to the Owner and one set to the Architect/Engineer.

#### **END OF SECTION**

## **SECTION 03001 CONCRETE WORK**

### **PART 1 - GENERAL**

#### **SECTION INCLUDES:**

Formwork, shoring, bracing, and anchorage.  
Concrete reinforcement and accessories.  
Cast-in place concrete.

#### **RELATED SECTIONS:**

Section 01410 - Testing Laboratory Services  
Section 02200 - Sitework  
Section 04100 - Mortar and Grout  
Section 04200 - Concrete Unit Masonry

#### **REFERENCES:**

ACI 301 - Specifications of Structural Concrete for Buildings.  
ANSI/ASTM A185 - Welded Steel Wire Fabric for Concrete Reinforcement.  
ANSI/ASTM A497 - Welded Deformed Steel Wire Fabric for Concrete Reinforcement.  
ASTM A615 - Deformed and Plain Billet-Steel for Concrete Reinforcement.  
ASTM C33 - Concrete Aggregates.  
ASTM C94 - Ready-Mixed Concrete.  
ASTM C150 - Portland Cement.  
ASTM C260 - Air Entraining Admixtures for Concrete.  
ASTM D2103 - Polyethylene Film and Sheeting.  
FS TT-C-800 - Curing Compound, Concrete, for New and Existing Surfaces.

#### **QUALITY ASSURANCE:**

Perform work in accordance with ACI 301.

Testing and analysis of concrete will be performed in accordance with Section 01410 - Testing Laboratory Services.

Three concrete test cylinders will be taken for every 75 or less cu yds of each class of concrete placed each day.

One slump test will be taken for each set of test cylinders taken.

### **PART 2 - PRODUCTS**

#### **MATERIALS:**

Conform to ACI 301

Plywood Forms: Douglas Fir species; solid one side; sound undamaged sheets.



Reinforcing Steel: ASTM A615, 40 and 60 ksi yield grade billet steel bars.

Welded Steel Wire Fabric: Plain type, ANSI/ASTM A185; in coiled rolls.

**CONCRETE MATERIALS:**

Cement: ASTM C150, normal - Type I or II Portland.

Fine and Coarse Aggregates: ASTM C33.

Water: Clean and not detrimental to concrete.

**ADMIXTURES:**

Air Entrainment Admixture: ASTM C260

**ACCESSORIES:**

Vapor Barrier: ASTM D2103, 6 mil thick opaque polyethylene film.

Non-Shrink Grout: Premixed compound with non-metallic aggregate, cement, water reducing and plasticizing agents; minimum compressive strength of 5000 psi.

Expansion Joints: ASTM D-1751

**CONCRETE MIX:**

Mix concrete in accordance with ASTM C94.

**Foundation Concrete:**

- 1.) Compressive Strength (28 days): 3500 psi.
- 2.) Slump: 4 inch Maximum.

**Slab On Fill Concrete:**

- 1.) Compressive Strength (28 days): 3500 psi.
- 2.) Slump: (Sloping surfaces, Stairs, Ramps) 3 inch Maximum.
- 3.) Slump: (Other) 4 inch Maximum.

**PART 3 - EXECUTION**

**ERECTION:**

Formwork: Verify lines, levels, and measurement before proceeding with formwork.

Hand trim sides and bottom of earth forms; remove loose dirt.

Align form joints rigid and tight.

Coordinate work of other sections in forming and setting openings, slots, recesses, chases, sleeves, bolts, anchors, and other inserts.

**Reinforcement Placement:** Reinforcement shall be free of loose or flakey rust and mill scale, or coating, including ice, and any other substance that would reduce or destroy the bond. Reinforcing steel reduced in section shall not be used. After any substantial delay in the Work previously placed reinforcing steel left for future bonding shall be inspected and cleaned. Reinforcing steel shall not be bent or straightened in a manner injurious to the steel or concrete. Bend all bars cold. Bars with kinks or bends not shown on the drawings shall not be placed. Bars may be moved as necessary to avoid interference with other reinforcing steel, conduits, or embedded items. If bars are moved more than one bar diameter the resulting arrangement of bars including additional bars necessary to meet structural requirements shall be approved before concrete is placed. In slabs, beams, and girders, reinforcing steel shall not be spliced at points of maximum stress unless otherwise indicated. Lap or splice distance shall be made in conformance with ACI Standard 318. Reinforcing steel shall be shop fabricated. All stirrups, except ties, shall be held in place by two (2) 3/8 inch spacer bars extending the full length of the portion of the beam or girder occupied by stirrups, unless otherwise shown.

Reinforcement detailing and placement, including concrete protection for steel reinforcement, unless otherwise indicated, shall conform to ACI Standards 318 and 315.

**Supports:** Reinforcement shall be accurately placed and securely tied at intersections and at splices with 16 gage annealed wire. Reinforcement shall be secured against displacement during the placing of concrete by spacer, chairs, or other approved supports. Wire-tie ends shall point away from the form. Unless otherwise indicated, the number, type and spacing of supports shall conform to ACI Standard 315. For slabs on grade and for footing reinforcement; reinforcement shall be supported on precast concrete units spaced at intervals required by the size reinforcement used to keep reinforcement the minimum height specified above the underside of slab or footing. Supports for which any portion will be less than 1 inch from concrete surfaces that will be exposed to view or painted shall be plastic-coated steel conforming to ACI Standard 315, or plastic.

#### **PLACING CONCRETE:**

Notify Architect/Engineer a minimum 48 hours prior to commencement of concreting operations.

Concrete shall be handled in a continuous manner as rapidly as practicable to avoid segregation. Concrete shall be placed as close as possible to final position. Concrete shall not be conveyed by vibrator. Free fall shall be limited to five (5) feet.

Floor Slabs: Concrete shall be compacted, screeded, and floated with straight edge to bring surface to the required finish level. All grades and elevations shall be confirmed and set prior to commencing concrete placement. All floor drains, sinks, etc. shall be set so concrete slopes positively to drain at rate of 1/8" per foot unless otherwise shown on drawings. Exterior concrete surfaces shall slope to drain away from structure at rate of 1/8" per foot unless otherwise shown on drawings.

Slabs and Walks: After concrete is sufficiently hardened to bear a person's weight without deep imprint, the surface shall be woodfloated to a lightly textured, true, even plane, true to within 1/8" in 10 feet. After the surface moisture has disappeared, surfaces shall be finished to a true, even plane, free from blemishes. Unless otherwise called for on the drawings, surfaces shall be finished as follows:

Exposed exterior surfaces: Light broom finish after troweling. Tool all edges to smooth radius. Tool smooth continuous 1/4" wide by 1/2" deep control joints to pattern shown on drawings or as directed by the Architect/Engineer.

Exposed interior surfaces: Steel trowel to smooth, even, dense finish. In wet areas, provide lightly broomed or burlap belted finish after troweling. At junction of slab with wall, recess expansion joint material 3/4", tool slab edge to smooth radius and fill recess with specified sealant.

Construction Joints: Construction joints not shown on the Drawings shall be located and built according to Architect/Engineer approval. All construction joints shall have keyed surfaces, with reinforcing discontinuous through the joint. Maximum horizontal length of wall between joints shall be 20 feet in one day's pour, in a straight line.

#### FIELD QUALITY CONTROL:

Placing Concrete in Forms: Deposit concrete in forms in horizontal layers not deeper than 18" and in a manner to avoid inclined construction joints.

Conveying: Concrete shall be conveyed from the mixer to the place of final deposit by methods that will prevent separation or loss of materials. Equipment for chuting, pumping and pneumatically conveying concrete shall be of such size and design as to ensure a continuous flow of concrete at the delivery end without separation of materials. Maximum Height of concrete free fall allowed= 5ft.

Cold Weather Placing: Protect concrete work from physical damage or reduced strength which could be caused by frost, freezing actions or low temperature in compliance with ACI 306.

Hot Weather Placing: When hot weather conditions exist that would seriously impair the quality and strength of concrete, place concrete in compliance with ACI 305.

Tolerances: Floor slabs and sidewalks shall be a true plane to within a tolerance of 1/8" in 10 feet.

Concrete Curing And Protection: Provide acceptable moisture curing as per standard practice for a minimum of 5 days.

**END OF SECTION**

## **SECTION 04212**

### **UNBURNED CLAY MASONRY (ADOBE)**

#### **PART 1 - GENERAL**

##### **SECTION INCLUDES:**

Provide labor, equipment, materials and incidentals as required to complete the Work under this section.

##### **RELATED SECTIONS:**

Section 01410 - Testing Laboratory Services

Section 03001 - Concrete Work

##### **QUALITY ASSURANCE:**

2006 New Mexico Construction Building Codes

Building Codes General

Chapter 7, Part 4 2006

New Mexico Earthen Building Materials Code

##### **DELIVERY, STORAGE AND HANDLING:**

See Section 01600 - Material and Equipment.

Keep units from contact with earth or other moist materials by stacking on plank platforms.

Unburned Clay Masonry Units shall be stored under cover and protected during construction.

Precautions shall be taken to protect the Work at all times. Unburned Clay Masonry walls under construction shall be covered at night and protected from rain, snow or other moisture with tarpaulins or polyethylene sheets.

#### **PART 2 - PRODUCTS**

##### **MATERIALS:**

Stabilized Unburned Clay Masonry Units: Sizes as called for on the drawings.

Soil: Unburned Clay Masonry Unit mixture of sand and clay shall contain not more than 2% of water soluble salts.

Water: Water shall be clean and free from deleterious materials such as oil, acids, soluble salts and organic impurities. Water must be suitable for drinking.

Testing: As per New Mexico Construction Industries Division Properties, Sampling and

Testing: 14.7.4.11

Minimum Compressive Strength = 300 psi.  
Modulus of Rupture = 50 psi.  
Maximum Moisture Content = 4%.

Horizontal Joint Reinforcement: 9 gage ladder or truss- type wire, width approximately 2 inches less than net adobe wall thickness.

Vertical Reinforcement: ASTM C 615, Deformed Grade 40 Bars. Size and Spacing as shown on the Drawings.

### **PART 3 - EXECUTION**

#### **PREPARATION:**

Prepare 2x4 alignment "batter" boards at all interior and exterior corners and at all doorways. Provide strings for coursing guides and alignment guides.

#### **ERECTION:**

Lay unburned clay masonry units in running bond with vertical joints located at center of units in course below, U.O.N.

Do not wet unburned clay masonry units prior to laying.

Mortar joints: 1/2 inch maximum thickness, Type "S", 1800 psi at 28 days.

Horizontal Reinforcement: Embed continuous reinforcing every 4th course.

Vertical Reinforcement: As shown on the Drawings.

Interlap unburned clay masonry units at corners and wall intersections, as per details.

#### **FIELD QUALITY CONTROL:**

Lay-up walls plumb and true and with courses level, accurately spaced and coordinated with other work to a tolerance of 1/8 inch in 10 feet.

Cover top course of each day's work with waterproof material weighted against displacement and overhanging all sides, minimum 2 feet.

#### **CLEANING:**

Clean surfaces of excess mortar, at the end of each day's work and remove mortar and adobe droppings from floor.

### **END OF SECTION**

## **SECTION 06100**

### **ROUGH CARPENTRY**

#### **1 GENERAL**

##### **1.1 SCOPE:**

Furnish and install all rough carpentry complete with all necessary accessories.

##### **1.2 QUALITY ASSURANCE:**

Grading rules of the West Coast Lumber Inspection Bureau, the Western Wood Products Association, the American Plywood Association and the California Redwood Association apply to materials furnished under this Section. Identify all lumber and plywood by official grade mark of these Associations.

##### **1.3 SUBMITTALS:**

Submit samples of rough carpentry materials which will be exposed to view in finish work (exposed decking, etc.) and all metal framing connectors and accessories prior to use.

#### **2 MATERIALS**

##### **2.1 DIMENSIONS:**

Sizes indicated are nominal. Actual dimensions conform to National Product Standard 20.

##### **2.2 SILLS and PLATES:**

Redwood, foundation grade, or pressure-treated Hem-Fir #2

##### **2.3 STUDS:**

Spruce-Pine-Fir (SPF), #2 or better

##### **2.4 POST, BEAMS and TIMBERS:**

Spruce-Pine-Fir (SPF), #2 or better

##### **2.5 HORIZONTAL 2x FRAMING:**

All other horizontal 2x framing members: Spruce-Pine-Fir, #2, unless noted on drawings.

##### **2.6 VERTICAL 2x FRAMING:**

All other vertical 2x framing members: SPF #2 or better

##### **2.7 PLYWOOD:**

Graded as per APA to meet requirements of U.S. Product Standard PS 1.

2.7.1 CONCEALED SHEATHING:  
C-D grade with exterior glue.

2.7.2 SHEAR PANEL SHEATHING:  
C-D grade with exterior glue.

2.7.3 EXPOSED SHEATHING:  
Exterior grade A-C with exterior glue.

2.8 DECKING:  
(not used)

2.9 EXTERIOR TRIM:  
Redwood or Cedar, Select Heart grade.

2.10 STEEL HARDWARE:  
ASTM A-36 (Use galvanized or painted at exterior locations.)

2.11 MACHINE BOLTS:  
ASTM A-307

2.12 LAG BOLTS:  
Fed. Spec. FF-B-561

2.13 NAILS:  
Common (except as noted), Fed. Spec. FF-N-1-1 (Use galvanized at exterior locations.)

2.14 VIGAS:  
(not used)

2.15 LIGHT METAL CONNECTORS:  
Joist Hangers, Framing Anchors & Clips shall be a minimum thickness of 18 ga., galvanized, unless otherwise noted on the Drawings. All pre-punched nail holes shall be used with nails as recommended by the manufacturer for the various connectors. Use "Simpson" or an approved equal.

2.16 PRESERVATIVE TREATMENT:



When called for on the Drawings, all solid lumber and plywood pressure treated to the standards of the American Wood Preserver's Association for water borne CCA, at a rate of 0.25 lbs/cf retained after treatment for all applications above ground, and 0.40 lbs/cf retained after treatment for all applications below ground or in contact with water. Water borne CCA to conform to Federal Specification TT-W-550. All bearing plates, nailers and blocking partially or totally unbedded in concrete or masonry shall be pressure treated.

#### 2.17 FIRE RETARDANT:

When required use Fire Retardant Treatment process conforming to C-20 and C-27 of the American Wood Preserver's Association. Materials so treated must bear the quality mark of the American Wood Preservers' Bureau. Flame spread maximum of 25 as measured in accordance with ASTM E-84.

#### 2.18 PROTECTION & STORAGE:

Protect all lumber and sheathing from weather and store 12" above the ground.

### 3 EXECUTION

#### 3.1 SILLS:

Set level to within 1/8" in 12 feet, in mortar bed if necessary to bring stem wall level. Do not shim.

#### 3.2 POSTS & BEAMS:

Erect straight, plumb and level and in line.

#### 3.3 STUDS:

Provide in continuous lengths without splices. Provide triple studs at corners and wall intersections with nailing surface for edge of finishes. Bore holes not greater than 40% of width of studs, minimum 3/4 inch from edge of stud. Notch to a depth less than 25% of stud width for bearing walls and 40% for non-bearing walls.

#### 3.4 FRAME OPENINGS:

Provide double jamb studs (1 support king stud and 1 trimmer stud) for openings less than 4 feet wide, quadruple jamb studs for openings over 4 feet, unless noted otherwise on drawings.

#### 3.5 JOISTS:

Install with crown edges up. Bear ends minimum 1 1/2" (3 inches on masonry). Provide solid blocking of same section size as joist at ends of joist and for bridging as following (unless otherwise shown): Span to 10 feet - one row mid-span; spans to 20 feet - two rows at third points; spans to 30 feet - rows of bridging 8 foot maximum apart. Pre-manufactured metal or 1x3 wood cross bridging may be substituted for solid bridging on concealed work. Notch no more than 1/10 the depth of the joist, not in the middle third. Bore holes no more than 1/4 depth of joist, minimum 2" from top or bottom of joist. Provide double joist under all partitions running parallel to joists.

#### 3.6 PLYWOOD SHEATHING:

Place with face grain perpendicular to supports. Stagger joints and locate over supports. Allow 1/16 inch between edge joints and 1/8 inch between side joints to allow for contraction. Unless otherwise called for on the Drawings support all edges perpendicular to supports by use of lumber blocking and nail 6 inches on center along all edges and 12 inches on center on intermediate supports with 8d nails.

### 3.7 VIGAS:

(not used)

### 3.8 NAILING SCHEDULE:

Unless otherwise indicated on the Drawings or required by pertinent codes and standards, use at least the following nailing:

Blocking to joist bearing: Two 10d toenailed each side

Blocking to joist or studs: Two 10d toenailed each side

Bridging to joist: Two 8d toenailed

Built-up beams eight inches or less in depth: 16d @ 24 inches on center, top & bottom

Built-up beams greater than 8" deep: 16d @ 12 inches on center, top & bottom and staggered

Joist and rafters to plate: Two 10d toenailed each side or framing anchor

Joists to headers and headers to trimmers: Use joist hangers only

Multiple joists: 16d @ 12 inches on center, top & bottom and staggered

One inch furring to underside of joist: Two 8d (one straight; one slanted)

Two inch furring to underside of joist: Two 16d (one straight; one slanted)

Studs toenailed to plate: Two 10d each side

Studs end nailed to plate: Two 16d

Studs nailed together: 16d twelve inches on center, staggered

### Plates:

Upper to lower: 16d @ 12 inches on center, staggered

At splices:Two 16d face nailed

Plate lap at corners:Two 16d face  
nailed

Below shear panels:

Sill to blocking or joist:16d @ four inches on center

Blocking or joist to plate:16d toenailed @ four inches on center

Upper plate to lower plate:16d @ four inches on center, staggered

### 3.9 THRU BOLTING:

Drill holes 1/16 inch larger in diameter than the bolts being used for thru bolts. Drill straight and true from one side only. Bolts threads shall not bear on wood. Use washers under head and nut where both bear on wood; use washers under all nuts.

### 3.10 LAG BOLTS & SCREWS:

For lag bolts and wood screws, pre-bore holes same diameter as root threads; enlarge holes to shank diameter for length of shank as per American Institute of Timber Construction Manual, current edition. Screw, **do not** drive, all lag bolts and wood screws.

### 3.11 MECHANICAL PENETRATIONS:

Frame out openings and provide necessary lintels, double studs, headers and trimmers for passage of pipes, ducts, etc. to avoid compromising structure.

### 3.12 BLOCKING:

Provide blocking as necessary to support or attach countertops, door stops, toilet accessories, chalkboards, shelving, cabinets, bases, trim, and other items indicated on the Drawings. Provide sufficient blocking with secure attachment to structure. Unless, otherwise shown on Drawings, provide blocking continuous at mid-height of walls on all walls higher than 8'-0".

### 3.13 PROTECTION:

Protect all installed carpentry work from weather.

### 3.14 CLEAN UP:

Keep the premises in a neat, safe and orderly condition at all times during execution of this portion of work, free from accumulation of sawdust, cut ends, and debris.

**END OF SECTION**

## **SECTION 08611**

### **CLAD WOOD WINDOWS**

#### **PART 1 - GENERAL**

##### **SECTION INCLUDES:**

Provide labor, equipment, materials and incidentals as required under this section for a complete operable installation.

##### **RELATED SECTIONS:**

Section 01340 - Shop Drawings, Product Data and Samples

Section 01600 - Material and Equipment

Section 09900 - Painting

##### **QUALITY ASSURANCE:**

Qualifications: The installer shall be familiar with CLAD wood window product and shall have qualifying experience in installation of windows.

##### **SUBMITTALS:**

Section 01340 - Shop Drawings, Product Data and Samples.

Manufacturer's Literature: Submit manufacturer's literature for all products furnished.

Instructions: Manufacturer's installation instruction sheets.

##### **DELIVERY, STORAGE AND HANDLING:**

Section 01600 - Material and Equipment.

Deliver materials to job site in sealed, undamaged cartons. Protect uncartoned set-up multiple units from rubbing.

Each carton shall be identified with material name, date of manufacture and lot number.

Store up off ground, undercover, protected from weather and construction activities.

##### **JOB CONDITIONS:**

Install windows in strict accordance with all safety and weather conditions required by manufacturer's product literature.

#### **PART 2 - PRODUCTS**

##### **SUBSTITUTIONS:**

Under the Provisions of Section 01600 - Material and Equipment.

#### **MATERIALS:**

See Window Schedule on the Drawings for MANUFACTURER's specific size, type, style and model no.s and specific glazing requirements. See Building elevations for location and swing for operable units.

Wood: All wood members shall be milled from a species approved in accordance with NWMA I.S. 4. Wood sash and frame members shall be treated with a water repellent preservative after machining in accordance with NWMA I.S. -4. Clad Wood Window shall conform to Wood Window Standard I.S. 2-80, Class "A". Sash: Heavy extruded aluminum sheathes the exterior sash. Sash covering shall be mitered and sealed.

Glazing: Glazing shall be 5/8 inch insulating glass with 7/16 inch air space, satisfactory for 7,000 ft. altitude, unless otherwise noted. Sash shall be factory glazed with elastic glazing sealant.

Weatherstripping: All venting sash shall be weatherstripped with spring tension rigid vinyl. All stationary sash shall be weatherstripped with foamed polyvinyl chloride gaskets.

Casement/Awning Hardware: Venting casement shall have a roto-type operator attached to a steel channel applied to bottom rail of sash. Provision shall be made to release sash from operator without the use of tools. The operator arm shall be C.R. steel stamped independently of gear ring. Gear ring shall consist of H.R. hardened steel cut teeth staked to arm and to a nylon gear spacer riding on a nylon bushing. Worm gear assembly shall be encased in a zinc die cast base and removable Lexan housing. Sash locks shall be ejection type with spring leaf and bolt in a zinc die cast case. Sliding stainless steel hinges with steel reinforced nylon shoes shall be applied to all venting sash indicated on the drawings. Locks and operators shall have a high bake enamel finish on chromate protective coating.

Screens shall be provided on all operable windows.

#### **PART 3 - EXECUTION**

##### **INSPECTION:**

Before installation is commenced, the opening shall be inspected and surfaces shall be clean and dry.

Concrete surfaces shall be visibly dry and free of excess mortar, rocks sand and other construction debris.

Wood frame walls shall be dry, clean, sound and well- nailed, and glued, free of voids and without offsets at joints. Ensure that all nail heads are driven flush with all surfaces in the opening and within 3 inches of the opening.

Metal surfaces shall be dry, clean, free of grease, oil, dirt, rust and corrosion, and welding slag, without sharp edges or offsets at joints.

Verify that the rough opening or masonry opening is correct. Sill plate shall be level.

**INSTALLATION:**

Center window in opening, rest bottom on sill plate.

Square the window, check reveal around sash perimeter, and nail remaining two corners, use "fins" as provided by manufacturer.

Shim and block as required, check width at center to avoid "hourglass" or bowed out installation. Complete nailing.

Leave all installed windows clean, tight, weatherproof, and field adjusted for proper operation.

**EXTERIOR FINISHING:**

Calk around perimeter of window after exterior finish is applied.

**CLEANING:**

At the end of the construction period, prior to inspection, all windows shall be washed and wiped clean.

**END OF SECTION**

## **SECTION 09221**

### **GLASS FIBER REINFORCED PLASTER**

#### **PART 1 - GENERAL**

##### **SECTION INCLUDES:**

Furnish labor, materials, equipment and appliances to complete the installation of the Glass Fiber Reinforced Plaster System.

##### **RELATED SECTIONS:**

Section 01340 - Shop Drawings, Product Data and Samples

Section 01600 - Material and Equipment

##### **SUBMITTALS:**

Submit data in accordance with Section 01340 - Shop Drawings, Product Data and Samples.

Submit Manufacturer's technical information including installation instructions and recommendations.

##### **QUALITY ASSURANCE:**

Applicator Qualifications: Applicator of glass fiber reinforced cement plaster on at least three projects equal in scope to this Work. Applicators specializing in the installation of exterior stucco assembly with a minimum of 5 years experience in work similar to this project in size and scope.

Requirements of Regulatory Agencies: Install stucco basecoat assembly to comply with all applicable codes and standards and with requirements of local agencies having jurisdiction.

Single Source Responsibility: All stucco and basecoat finish materials shall be from a single manufacturing source.

##### **Mock-up:**

- 1.) 2 ft. x 2 ft. sample panel of same materials as for project.
- 2.) Show color, texture and workmanship of finish work.
- 3.) Do not proceed with work until sample has been approved by Architect/Engineer.

##### **DELIVERY, STORAGE AND HANDLING:**

See Section 01600 - Material and Equipment.

#### **PART 2 - PRODUCTS**

##### **MANUFACTURERS:**

A.) El Rey Fiber-47

-or approved equal.

## MATERIALS:

### Lathing Materials:

Metal lath: For general use over supports 16 inches or less on centers, around doors, around windows, around extended vigas and canales, top of yardwalls and at parapets shall be diamond mesh, expanded, painted metal lath, fabricated from #24 U.S. Standard gage copper alloy sheets weighing 3.4 # per sq.yd.(red end), used in accordance with ASTM C897..

### Stucco Netting:

1 inch x 17 Gage self-furring, for general use over Jumbo-Tex paper and sheathing or for use over Jumbo-Tex paper and existing painted or plaster walls.

### Casing Bead, Control Joints, Slip Joints, Drip/Weep Screeds, Corner Joints, and Expansion Joints:

For exterior work shall be USG No.66 7/8 inch ground, with expansion wings.

Weep Screeds(foundation) with perforations and minimum 3.5 inch attachment flange.

### Expansion Joints:

2-pc adjustable expansion joints, free floating adjustments from 1/4 inch to 5/8 inch.

Continuous expansion joints shall be installed at all areas of dissimilar materials, multiple story plate lines or existing engineered through wall expansion joints.

Per ASTM C 1063, each expansion and/or contraction joints shall be installed in walls not more than 144 s.f. in area and not more than areas of 100 sf for all horizontal applications. The distance between joints shall not exceed 18 ft in either direction or a length-to-width ratio of 2.5 to 1, unless otherwise indicated on the drawings.

### Reinforcement:

Corner bead, cornerite and striplath.

### Plastering Materials:

Stucco shall be standard product as manufactured by the above listed Manufacturer. Material shall be factory integral color. Contractor shall order enough material to complete the entire Project and 20 extra sacks to be delivered to the Owner for future patching and maintenance. Stucco order shall be obtained as a single "batch" order to insure consistency of color throughout the Project.

Color as per Owner and/or Architect.

El Rey Fiber-47, Fiber Reinforced Portland Cement Stucco System

Portland Cement: C 150 Type 1

Sand: Clean, sharp particles graded to ASTM C897

Water: Clean, free of alkali and fit for human consumption.

Admixtures: No admixtures are allowable.



## **PART 3 - EXECUTION**

### **INSPECTION:**

Verify that surfaces to be plastered are free of dust, loose articles, oil, and other foreign matter which would affect bond.

Verify that stucco netting is tight with no overlapping of wire, that all corner aid is properly attached and all metal lath around doors, around windows, around extended vigas and canales, top of yardwalls, and at parapets is secure.

### **INSTALLATION:**

Protection: Protect adjacent finished surfaces prior to stuccoing. Maintain protection in place until completion of work. Protect finished work when stopping for the day or when completing an area.

#### **Suspension System:**

All members shall be aligned for true level surface and straight lines with a tolerance of not more than 1/8 inch from level in 10 feet.

#### **Metal Plaster Base:**

Metal lath shall be attached to supports not more than 6 inches apart. Metal lath or wire fabric lath shall be applied with the long dimension of the sheets perpendicular to supports. Metal lath shall be lapped not less than 1/2 inch at sides and 1 inch at ends. Where end laps of sheets do not occur over supports, they shall be securely tied together with not less than No.18 U.S. gage wire.

Cornerite shall be installed in all internal and external corners to retain position during plastering. Cornerite may be omitted when lath is continuous or when plaster is not continuous from one plane to an adjacent plane.

### **APPLICATION:**

#### **Metal Lathing:**

#### **Plastering:**

Plaster on metal lath and stucco net surfaces shall be three coat work. Doubling back with brown coat over scratch coat before the latter is dry will not be permitted on the three coat work.

Stucco shall not be applied to surfaces which contain frost. When exterior stucco is applied during cold weather, longer curing periods are necessary. Stucco shall not be allowed in freezing weather unless special precautions are taken to keep the materials at a temperature above 40 degree F. during mixing and for at least 48 hours after application, and such measures shall be subject to the approval of the Architect. Anti-freeze admixture shall not be used in stucco. Maximum ambient air temperature of 120 deg F. Protect stucco from uneven and excessive evaporation during hot weather. Do not apply basecoat during inclement weather, unless appropriate protection is provided.

Grounds: Unless otherwise indicated, the minimum thickness of plaster including finish coat, shall be 7/8 inch.

**General Application:**

Mix and apply Fiber Glass Reinforced Plaster in accordance with the manufacturer's latest printed mixing and application recommendations.

Base Coat Application:

**Scratch Coat:**

Scratch (first) Coat shall be applied in a full 3/8" depth with sufficient pressure to form a good bond with masonry surfaces or to force it through and completely embed the metal reinforcement. Crossrake (horizontally) and after set, damp cure for not less than 48 hours. Water for mixing shall be added in the very minimum amount required to produce a stiff plastic mix as recommended by Manufacturer. Anti-freeze admixtures shall not be used.

**Brown Coat:**

Brown (second) coat shall be rodded level to a full 3/8" depth and lightly crossraked to receive the finish coat. After set, damp cure for at least 48 hours before applying the finish (third) coat.

Damp curing of each coat shall be accomplished by applying water in a fine, fog spray. Only as much water shall be applied as is readily absorbed. The frequency of spraying required will depend on the weather exposure, more frequent applications being required during hot, dry and windy weather.

**Finish Coat:**

Trowel Finish (third or color) Coat: Scratch stucco in thoroughly in immediately double back to fill out to a smooth, dense surface for decoration, free of surface blemishes and irregularities. Apply finish coat as thin as possible, preferably 1/16 inch to not more than 1/8 inch maximum thickness.

Float Finish Coats: Scratch stucco in thoroughly and immediately double back to a true, even surface. Float using a cork, wood, carpet or rubber float to bring aggregate to the surface to produce a finish of uniform texture free of slick spots, cat faces and other blemishes. Use water sparingly in natural color finish. Fog-spray surface with water for several days after setting.

**Patching:**

Point up around trim and other work. Cut out and patch defective and damaged plaster. Patch plaster to match existing work in texture and finish flush and smooth.

**Final Fog-Spray:**

After all patching and trimming, thoroughly and neatly, mask all areas not to receive stucco color off-spray. Spray entire plaster work with a fogging solution as recommended by the manufacturer to achieve a smooth, consistent color throughout the Project.

**FIELD QUALITY CONTROL:**

Do not add any foreign materials such as soap, salts or limes to the mix. Work will not be accepted. Work found to contain these materials will be removed and re-applied.

**CLEANING:**

Upon completion, point-up plaster around trim and other locations where plaster meets dissimilar materials. At the completion of the finish plaster work, clean all plaster from beads, screeds, metal base and metal trim, leaving work ready for decoration by others. Remove all plaster rubbish, excess material, scaffolding, tools and other equipment from the building, leaving floors broom clean.

**END OF SECTION**

INDEX TO DRAWINGS

- A0 COVER SHEET
- A1 INFORMATION SHEET
- A3.1 FLOOR PLAN EXISTING/DEMO  
FLOOR PLAN (WORK ITEMS)
- A11 BUILDING SECTIONS  
MISCELLANEOUS DETAILS
- A13 BUILDING ELEVATIONS
- A17 MISCELLANEOUS DETAILS

CODE DATA

Existing Occupancy: Group A3  
Existing Construction Type: V-B

The Scope of Work does not increase Occupancy Count  
on this existing building use.  
Description of Construction Scope: Repair and Maintenance of Existing deteriorating  
Exterior Adobe Wall

TAOS COUNTY :

EXTERIOR WALL  
REBUILT  
PHASE ONE  
PHASE TWO

ARROYO SECO COMMUNITY CENTER

ARROYO SECO, NEW MEXICO

PROJECT FOR: TAOS COUNTY

TAOS COUNTY BID # B-2009-16

PROJECT NO. J090900  
DATE: September 2009

ROBERT J. STURTMAN  
ARCHITECT

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Casa Talpa, Suite 2, Hwy 518 \* Talpa, New Mexico 87557  
(575) 758-4933 FAX (575) 758-4067

## ABBREVIATIONS

1. DOWNSTAIRS	2. DOWNSTAIRS	3. DOWNSTAIRS	4. DOWNSTAIRS	5. DOWNSTAIRS	6. DOWNSTAIRS	7. DOWNSTAIRS	8. DOWNSTAIRS	9. DOWNSTAIRS	10. DOWNSTAIRS	11. DOWNSTAIRS	12. DOWNSTAIRS	13. DOWNSTAIRS	14. DOWNSTAIRS	15. DOWNSTAIRS	16. DOWNSTAIRS	17. DOWNSTAIRS	18. DOWNSTAIRS	19. DOWNSTAIRS	20. DOWNSTAIRS	21. DOWNSTAIRS	22. DOWNSTAIRS	23. DOWNSTAIRS	24. DOWNSTAIRS	25. DOWNSTAIRS	26. DOWNSTAIRS	27. DOWNSTAIRS	28. DOWNSTAIRS	29. DOWNSTAIRS	30. DOWNSTAIRS	31. DOWNSTAIRS	32. DOWNSTAIRS	33. DOWNSTAIRS	34. DOWNSTAIRS	35. DOWNSTAIRS	36. DOWNSTAIRS	37. DOWNSTAIRS	38. DOWNSTAIRS	39. DOWNSTAIRS	40. DOWNSTAIRS	41. DOWNSTAIRS	42. DOWNSTAIRS	43. DOWNSTAIRS	44. DOWNSTAIRS	45. DOWNSTAIRS	46. DOWNSTAIRS	47. DOWNSTAIRS	48. DOWNSTAIRS	49. DOWNSTAIRS	50. DOWNSTAIRS	51. DOWNSTAIRS	52. DOWNSTAIRS	53. DOWNSTAIRS	54. DOWNSTAIRS	55. DOWNSTAIRS	56. DOWNSTAIRS	57. DOWNSTAIRS	58. DOWNSTAIRS	59. DOWNSTAIRS	60. DOWNSTAIRS	61. DOWNSTAIRS	62. DOWNSTAIRS	63. DOWNSTAIRS	64. DOWNSTAIRS	65. DOWNSTAIRS	66. DOWNSTAIRS	67. DOWNSTAIRS	68. DOWNSTAIRS	69. DOWNSTAIRS	70. DOWNSTAIRS	71. DOWNSTAIRS	72. DOWNSTAIRS	73. DOWNSTAIRS	74. DOWNSTAIRS	75. DOWNSTAIRS	76. DOWNSTAIRS	77. DOWNSTAIRS	78. DOWNSTAIRS	79. DOWNSTAIRS	80. DOWNSTAIRS	81. DOWNSTAIRS	82. DOWNSTAIRS	83. DOWNSTAIRS	84. DOWNSTAIRS	85. DOWNSTAIRS	86. DOWNSTAIRS	87. DOWNSTAIRS	88. DOWNSTAIRS	89. DOWNSTAIRS	90. DOWNSTAIRS	91. DOWNSTAIRS	92. DOWNSTAIRS	93. DOWNSTAIRS	94. DOWNSTAIRS	95. DOWNSTAIRS	96. DOWNSTAIRS	97. DOWNSTAIRS	98. DOWNSTAIRS	99. DOWNSTAIRS	100. DOWNSTAIRS
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# GENERAL NOTES

[illegible]

# STRUCTURAL NOTES

- [illegible]



# KEYED NOTES

SEE SHEET A3/4

## SYMBOLS

	PROPERTY LINE
	EXISTING GRADE
	FINISH GRADE
	EXISTING BUILDING
	DIRECTION OF DRAINAGE
	WATER LINE
	GAS LINE
	SEWER LINE
	ELECTRIC LINE
	TELEPHONE LINE
	PROJECT CONSTRUCTION
	FENCE
	EXPLORATORY BORING
	GEOTECH
	ELEVATION SYMBOL
	SPOT ELEVATION
	DOOR MARK INDICATION
	WINDOW MARK INDICATION
	SPECIAL NOTES
	ROOM NUMBER
	KEYED NOTE
	NEW FINISH GRADE
	EXISTING GRADE
	TOP OF WALL
	TOP OF CURB
	TOP OF PAVEMENT
	TOP OF WALKWAY
	TOP OF CONCRETE
	TOP OF PARAPET
	COLUMN GRID LINES
	BUILDING SECTION
	WALL SECTION
	DETAILS
	INTERIOR ELEVATIONS
	MATCH LINE
	REVISION (CLOUD AROUND REVISED DATA)
	WALL TYPE
	CONTINUATION MATCH MARK

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PROJECT IDENTIFICATION	
Name:	Arroyo Saco Community Center
Project No.:	1020500
Date:	September 2009
REVISIONS:	
DATE	BY ITEM
Sheet Title:	
Information Sheet	
Sheet No.	of
A1	1

FOR GENERAL NOTES  
AND INFORMATION,  
SEE SHEET A1

Description of Work

GENERAL:

PRIOR TO ANY RENOVATION OF THE WALLS OR PARAPETS TAKE PLACE, THERE MUST BE PROPER AND ADEQUATE ROOF SHORING AND SUPPORT AND WALL SHORING IN PLACE. CONTRACTOR SHALL PROVIDE ALL NECESSARY SHORING OF EXISTING BUILDING STRUCTURE TO PREVENT COLLAPSE OR FAILURE OF REMAINING BUILDING STRUCTURE AND RELATED BUILDING ELEMENTS. HE SHALL PROVIDE ALL SAFEGUARDS AND PROTECTION OF ALL PERSONNEL AND BUILDING ELEMENTS AS PER ALL CODES AND OSHA REQUIREMENTS.

REMOVAL AND REPLACEMENT OF EXISTING PARAPET WALL AND EXTERIOR WALL PLASTER (EXTENT AS SHOWN ON THE DRAWINGS, APPROXIMATELY 40' LT. TO BE VERIFIED IN FIELD). PROVIDE AND CONSTRUCT WITH NEW STABILIZED ADOBE UNITS, A NEW PARAPET WALL COMPLETE WITH CONCRETE BOND BEAM AND PARAPET BOND BEAM WITH PORTLAND CEMENT PLASTER AND STUCCO ON EXTERIOR SURFACES OF SAME. PROVIDE ASSOCIATED ROOF FLASHING AND ROOF PATCHING MATERIALS AS NECESSARY AT ALL ROOF DECK/NEW PARAPET JUNCTIONS FOR A WATERTIGHT ASSEMBLY. SEE WALL SECTIONS A & B AND RELATED DTLS.

ADD ALTERNATE NO.1

REMOVAL AND REPLACEMENT OF EXISTING ADOBE WALLS AND PARAPET WALL OF THE EAST AND NORTH CORNER WALLS OF THE EXISTING BUILDING AND ASSOCIATED PLASTER FINISHES, INCLUDING TWO EXISTING WINDOWS (EXTENT AS SHOWN ON THE DRAWINGS, APPROXIMATELY 15' LT. TO BE VERIFIED IN FIELD). REMOVE EXISTING CONCRETE APRON AT THE EAST WALL (APPROXIMATELY 30' LT. TO BE VERIFIED IN THE FIELD). PROVIDE AND CONSTRUCT WITH NEW STABILIZED ADOBE UNITS, NEW WALLS AND ASSOCIATED PARAPET WALLS, INCLUDING CONCRETE BOND BEAMS, PROVIDE AND INSTALL TWO NEW CLAD CASSEMENT WINDOW UNITS, PROVIDE AND APPLY PORTLAND CEMENT PLASTER AND STUCCO AT EXTERIOR SURFACES AND SMOOTH FINISH MUD PLASTER ON INTERIOR SURFACES OF NEW WALLS. PROVIDE ASSOCIATED ROOF FLASHING AND ROOF PATCHING MATERIALS AS NECESSARY AT ROOF/DECK PARAPET JUNCTIONS FOR A WATERTIGHT ASSEMBLY. SEE WALL SECTIONS C, D AND E AND RELATED DETAILS.

REMOVE EXISTING STUD WALL

IN THE EVENT ADD ALTERNATE NO.1 IS NOT TAKEN, CONTRACTOR SHALL PROVIDE AND INSTALL TEMPORARY MOISTURE PROTECTION AS DESCRIBED BY DETAILS.

UP1 AND UP2 AREA AS DESCRIBED ON THE FLOOR PLAN AS WORK AREA

REPLACE OR REPAIR ELECTRICAL OUTLETS IN EXISTING WALL TO BE REMOVED. BRACE OR SECURE AS NECESSARY AND ALIGN FOR NEW CONCRETE STEM WALL EXTENSION.

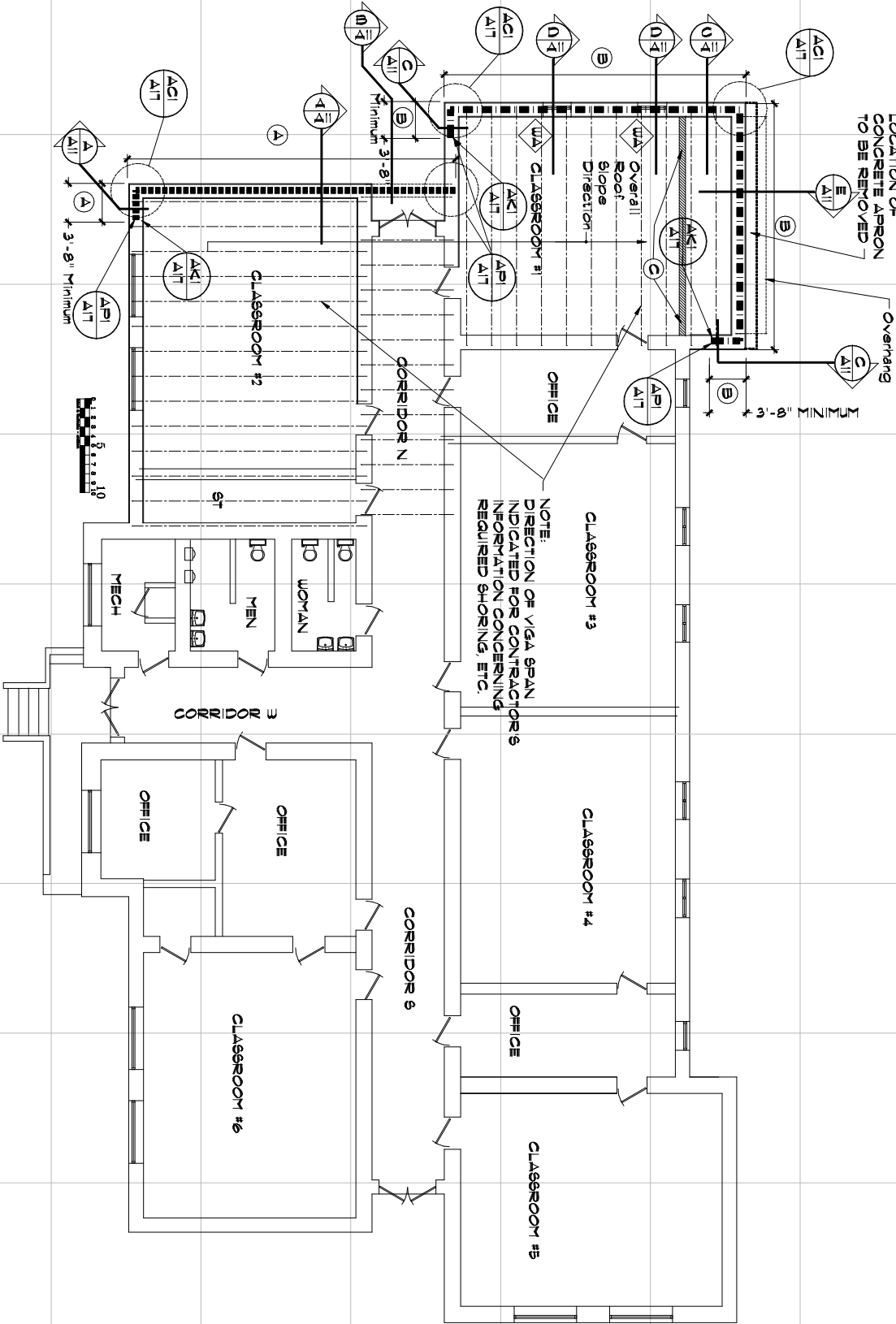
NOTE: EXISTING CRAWLSPACE VENTING TO REMAIN. PROTECT AND REPAIR AS NECESSARY DURING NEW CONC STEM WALL EXTENSION CONSTRUCTION. PROVIDE NEW 16" X 8" EXTERIOR GRILLES (4 REQ'D) W/ BUG SCREENS.

SEE ALSO DETAILS B30/A17, M1/A17 AND M10/A17

CONTRACTOR SHALL PROTECT ALL EXISTING UTILITY ITEMS, E.G. VENTS, GAS METER, GAS PIPING, EXHAUST VENTS, ETC IN THE IN THE DESIGNATED WORK AREAS.

CASSEMENT WINDOW UNIT: WA

PELLA, O.A.E. ARCHITECT SERIES: WINDOW UNIT NUMBER CC (2) 2153 NOMINAL OPENING 3'-6" X 4'-6" ALL UNITS OPERABLE PROVIDE SCREENS FOR ALL OPERABLE WINDOW UNITS



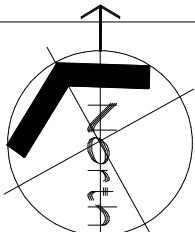
KEYED NOTES

- |    |  |    |   |    |   |
|----|--|----|---|----|---|
| 1  | NEW 10" X 14" X 4" NOMINAL STABILIZED ADOBES (SEE TECH. SPEC.)                                   | 15 | NEW CONCRETE BOND BEAM, 14" X 8" WITH (1) #5 CONTINUOUS AT TOP OF PARAPET                   | 16 | #5 VERTICAL @ 24" O.C. STAGGER DRILL EXISTING STEM WALL 12" SET #5 VERTICAL REBAR IN EPOXY AT EXISTING BUILDING STEM WALL.  |
| 2  | 12" HORIZONTAL REINFORCEMENT (LADDER TYPE) (DUR-O-WALL O.A.E.) AT 16" O.C. (EVERY FOURTH COURSE) | 8  | 3/4" PLYWOOD AT INSIDE OF PARAPET   | 17 | PROVIDE MOISTURE MEMBRANE SEPARATION AT EACH FLOOR JOIST FROM NEW CONCRETE STEM POUR.   |
| 3  | (1) LAYER 15# BUILDING PAPER   | 9  | 4" CANT STRIP   | 18 | 1/2" THICK SMOOTH TROUPEL FINISH "MUD" PLASTER VERIFY FINAL MUD MIXTURE OF TERRA VETA SAND AND STRAW W/ ARCHITECT PRIOR TO APPLICATION. (HAND MIX, HAND APPLY AND TROUPEL)                              |
| 3P | (2) LAYERS OF 15# BUILDING PAPER AT TOP OF PARAPET, DOWN 24" EACH FACE NO TOP NAILING            | 10 | NEW 2X6 NAILER FOR ROOF SLAB RAFTERS PROVIDE GRINGO BLOCKS AS REQUIRED FOR ROOF DECK NAILER | 19 | CUT ADOBES ABOVE PARAPET BOND BEAM, CONTOUR WITH MORTAR TO ACHIEVE "BATTERED" EASED PARAPET TOP.  |
| 4  | 17 GAUGE STUCCO NET  | 11 | NEW CRAWL SPACE VENTS, SEE DETAILS  | 20 | EXISTING ROOFING MEMBRANE: PATCH & SEAL NEW PARAPET CONSTRUCTION TO EXISTING ROOF DECK AND ROOFING MEMBRANE WITH (1) LAYER OF MOD BIT ROOFING TOP APPLIED. PROVIDE FLASHING AS SHOWN PER DETAIL A10/A17 |
| 5  | 3/4" THICK PORTLAND CEMENT STUCCO AND PLASTER (MATCH EXISTING BUILDING STUCCO COLOR)             | 12 | NEW 14 X 12 WOOD LINTEL   |    |   |
| 6  | NEW CONCRETE STEM WALL EXTENSION, SEE SECTION 6 FOR SIZE AND REINFORCEMENT REQUIRED.             | 13 | NEW CASSEMENT WINDOW  |    |   |
| 7  | NEW CONCRETE BOND BEAM, 14" X 12" WITH (2) #5s CONTINUOUS  | 14 | NEW CONCRETE WINDOW SILL W/ (2) #4s CONTINUOUS.   |    |   |
|    |  | 15 | (2) #5s CONTINUOUS, SEE DETAIL B30/A17  |    |   |

- |     |  |
|-----|--|
| E1  | EXISTING ADOBE WALL  |
| E2  | EXISTING WOOD LINTEL                                       |
| E3  | EXISTING CONCRETE BOND BEAM (APPROX. LOCATION)             |
| E4  | EXISTING CONCRETE FOOTING AND STEM WALL                    |
| E5  | EXISTING 2X6 WOOD FLOOR JOIST AND FLOOR DECK               |
| E6  | EXISTING VIGAS AND DECK, SEE FLOOR PLAN FOR SPAN DIRECTION |
| E7  | EXISTING 2X6 ROOF OVERHANG AND GUTTER                      |
| E8  | EXISTING APPROXIMATE GRADE LINE                            |
| E9  | EXISTING CRAWLSPACE  |
| E10 | EXISTING CONCRETE SLAB                                     |
| E11 | EXISTING 2X6 RAFTERS, ROOF DECK AND ROOF MEMBRANE          |

FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"



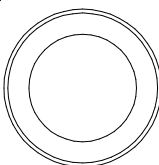
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ASC

PROJECT IDENTIFICATION

Name: Arroyo Seco Community Center  
Project No.: 090500  
Wall Repair

Date: September 2009

REVISIONS:

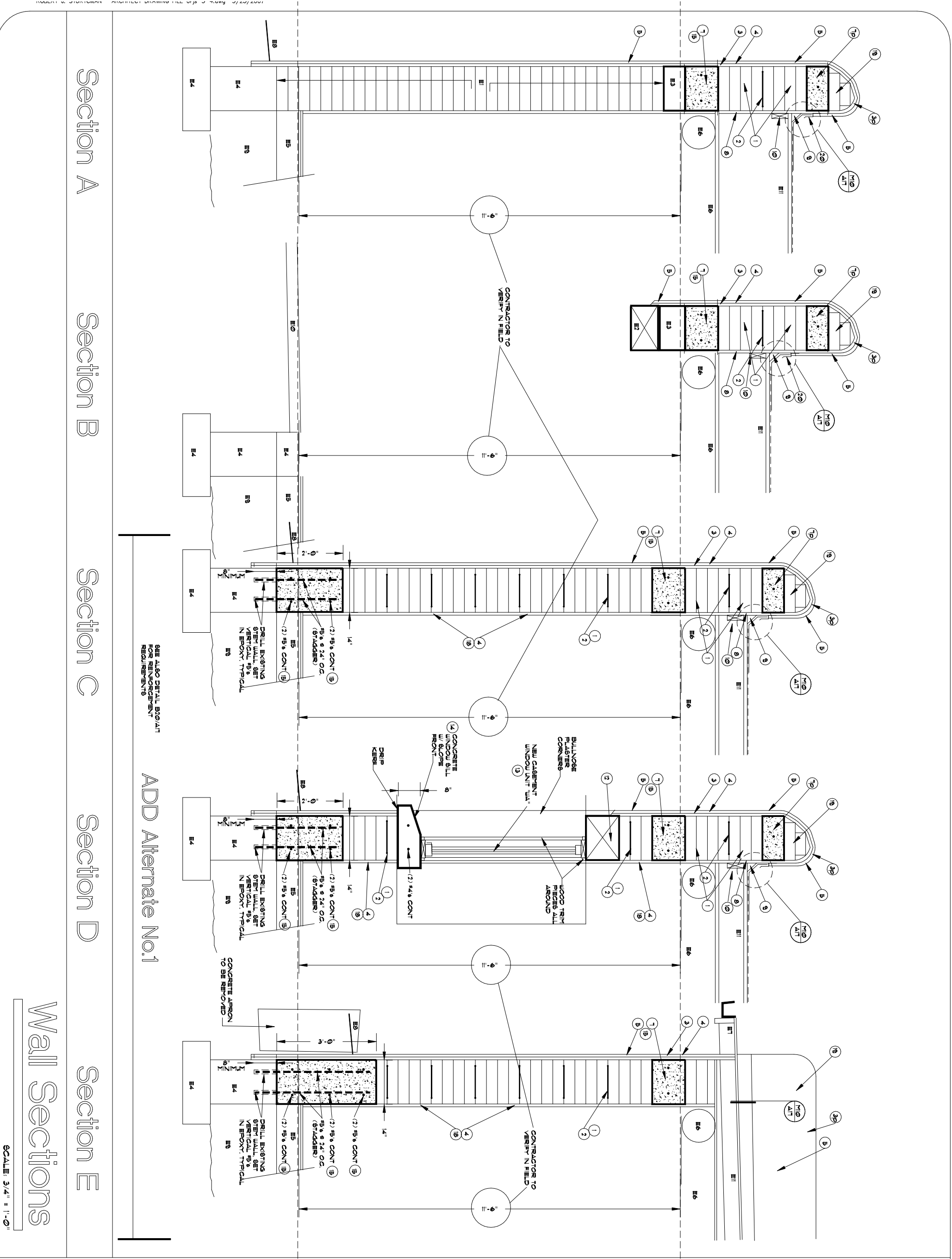
DATE	BY	ITEM

Sheet Title:

Floor Plan

Sheet No.

A3 / 4 of



PROJECT IDENTIFICATION

Name: Arroyo Seco Community Center

Project No.: 1090909

Wall Repair

Date: September 1009

REVISIONS:

DATE BY ITEM

Sheet No. 4 of 4

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ROBERT J. STURTMAN

ARCHITECT

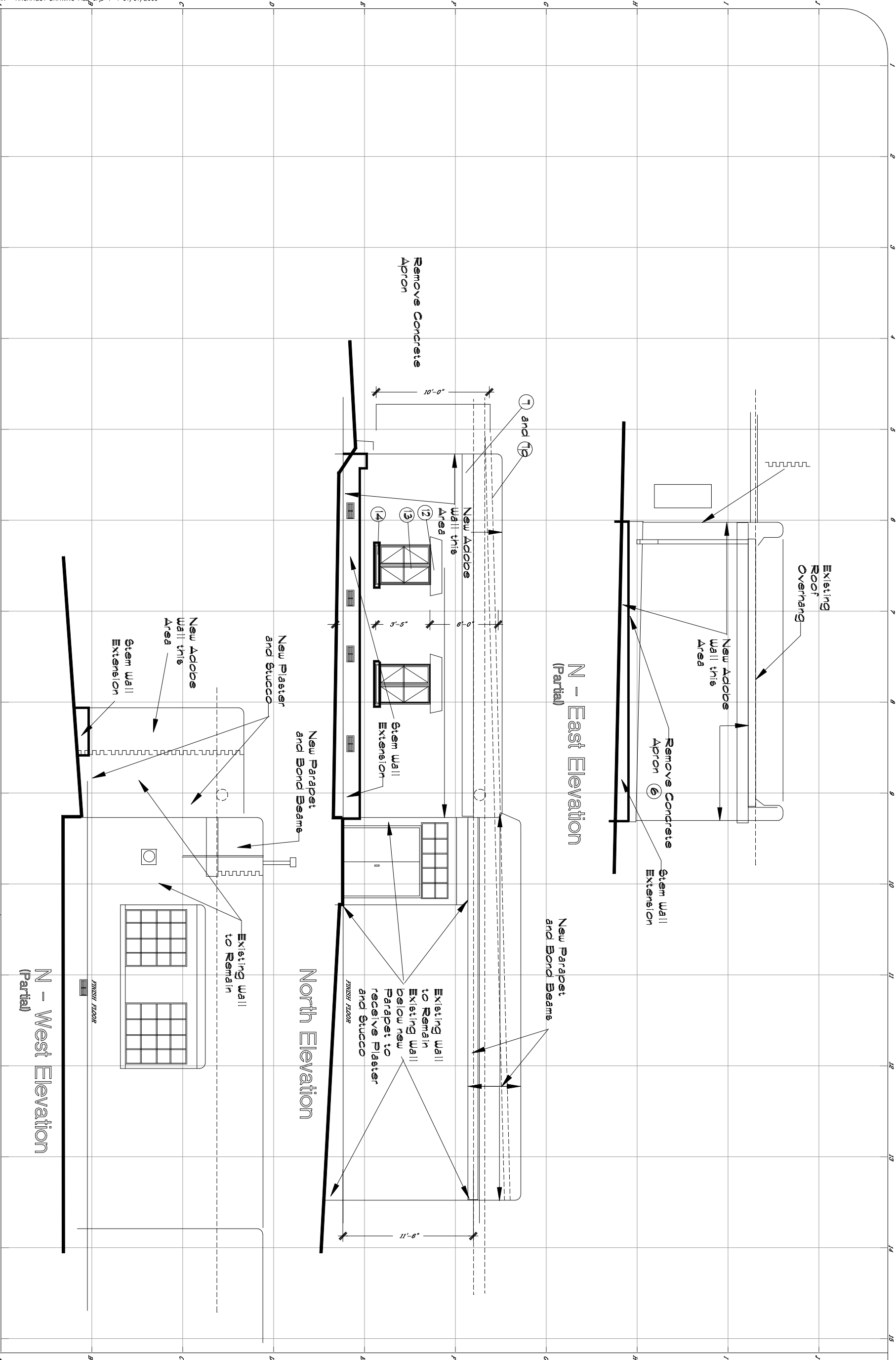
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# ASC

FOR GENERAL NOTES  
AND INFORMATION,  
SEE SHEET A1

Date: <b>September 2009</b>		
REVISIONS:		
DATE	BY	ITEM


BUILDING ELEVATIONS

**SCALE: 1/4" = 1'-0"**

Sheet No.  of 



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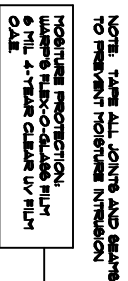
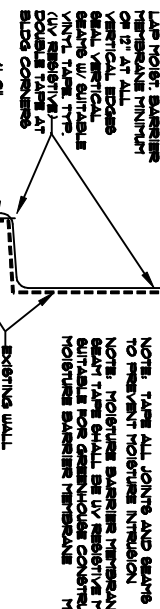
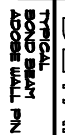
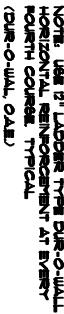
<b>PROJECT IDENTIFICATION</b>	
Name:	<b>Arlindo Sacco Community Center</b>
Project No.:	<b>1000000</b>
Date:	<b>September 2009</b>
Will Repair	
REVISIONS:	
DATE	BY ITEM

Sheet Title:  
**Typical Details**

Sheet No. **A17** of **4**

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**NO SCALE**



## DETAIL

## INDICATING DARKER MEMBRANE AT PARASOL AND WALL AREAS



# DETAIL

---

TYPICAL  
ADOBE  
DOVETAIL KEYING

# DETAIL

## TYPICAL ADOBE CLAIMS

# DETAIL

## TYPICAL ADOBE CLAIMS