

ADDENDUM NUMBER ONE (001)

Date: October 29, 2018

Project: City of Las Vegas
Utilities Building Renovation
Las Vegas, NM 88130
WHPacific Project Number: P0020657W.1
City of Las Vegas Opening Number: 2019-5

From: WHPacific, Inc.
6501 Americas Parkway NE, Suite 400
Albuquerque, New Mexico 87110

To: Prospective Bidders

This Addendum forms a part of the Contract Documents and modifies or supplements the Project Manual or the Drawings as indicated below. All other provisions of the Contract Documents shall remain unchanged. This Addendum is hereby made a part of the Contract Documents to the same extent as those provisions contained in the original documents and all itemized listings thereof. Bidders shall acknowledge receipt of this Addendum in the appropriate space on the Bid Proposal form(s).

The following clarifications, corrections, revisions, or additions shall be incorporated into the Plans and Specifications for the above project:

1. **CHANGES TO BIDDING REQUIREMENTS:**
 - a. **Addition:** Incorporate the attached bid forms as part of the Contract Documents.
2. **CHANGES TO SPECIFICATIONS:**
 - a. **No Changes.**
3. **CHANGES TO DRAWINGS:**
 - a. **No changes.**
4. **ATTACHMENTS:**
 - a. **Bid Forms.**

WHPacific, Inc.

City of Las Vegas

By 
Pam Lentini, PE
Director, Facilities

By 
Maria Gilvany,
Utilities Director

END OF ADDENDUM NUMBER ONE (001)

**BID FORMS
FOR
Las Vegas Utilities Office Building Renovation**

October 2018

PREPARED BY:

WHPacific, Inc.
6501 Americas Parkway N.E.
Suite 400
Albuquerque, NM 87110

PREPARED FOR:
CITY OF LAS VEGAS
1700 N. GRAND AVENUE
LAS VEGAS, NM 87701



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INFORMATION FOR BIDDERS

1. PURPOSE OF PROJECT:

The purpose of this project is to repair and replace the existing mechanical, electrical and architectural components needed to restore the Utilities Office Building to functional office space.

The City of Las Vegas, NM is the contracting agency. The intent of this contract is to perform the identified work under the schedule set forth in these contract documents, as well as the established bid items and corresponding unit prices. All contract administration, pay estimates and change orders will be processed by the WHPacific Project Manager for approval by the City of Las Vegas.

2. BID EVALUATION:

Bids will be evaluated for such items as accuracy and completeness. Bidders shall furnish such information, data, and documents to City of Las Vegas as they may require, and City of Las Vegas may conduct such inquiry as it deems appropriate into the bidder's qualifications, prior to contract award. The City of Las Vegas reserves the right to reject any/or all bids submitted.

Following evaluation of the Bid Proposal by the City of Las Vegas, the successful bidder will be notified.

3. PREPARATION OF BIDS:

Bidders are directed to provide one sealed envelope. The envelope shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid.

4. BIDFORM:

- A. The Bid Form is included herein; additional copies may be obtained from Academy Reprographics.
- B. Bid Proposal must be typed or completed in ink. The Bid price of each item on the form must be stated in numerals.
- C. Bids by corporations must be executed in the corporate name by the president or vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- D. Bids by partnerships must be executed in the partnership name and signed by a partner, his title must appear under his signature and the official address of the partnership must be shown below the signature.
- E. All names must be typed or printed below the signature.
- F. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- G. Subcontractors must be listed on SFFPA-1 at the time bids are submitted. This is for compliance with the New Mexico Subcontractors Fair Practices Act, see SC-5.

- H. Bidder's company name shall be written in the space provided on bid proposal and on subcontractors listing.

5. SUBMISSION OF BIDS:

Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be enclosed in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the Bid Security and other required documents.

Bids shall not include gross receipts tax. The applicable gross receipts tax or applicable local option tax shall be shown as a separate amount on each billing or request for payment made under the contract and will be paid by City of Las Vegas.

6. UNBALANCED BIDS:

Any apparent unbalancing of bids through the use of unrealistic or unreasonable bids may be cause for rejection of the bid.

7. ADDENDA:

Any addenda issued during the time of bidding or forming a part of the Contract Documents furnished to the Bidder for the preparation of the Proposal, shall be acknowledged in the Proposal and shall be made a part of the Contract. Receipt of each addendum shall be acknowledged in the Bid Proposal. Failure to fill in may result in a non-responsive bid that will be rejected.

8 SUBSTITUTIONS:

The bid shall not be qualified in the Bid Proposal as to substitutions for specified materials or equipment, and no alternative bids will be considered unless such bids are specifically requested.

9. BID SECURITY:

Each proposal must be accompanied by a Certified Check or a Bid Bond acceptable to the City of Las Vegas in an amount which shall be not less than five (5) percent of the amount of the bid, payable without condition to the City of Las Vegas as a guarantee that the bidder, if awarded the contract will, within seven (7) days, execute such contract in accordance with the proposal and in the manner and form required by the Contract Documents and will furnish good and sufficient bond for the faithful performance of the same, and for payment for all labor and material. The bid security of the three lowest bidders will be retained until the contract is executed or other disposition is made thereof. The bid security of all bidders except the three lowest will be returned promptly after the canvass of bids. Bid Security in the form of bonds will not be returned unless requested.

10. ADDITIONAL PLANS AND SPECIFICATIONS:

The deposit for plans and specifications will be returned to the successful bidder and five sets of plans and specifications will be issued without additional charge. Additional sets requested will be issued to the successful bidder at cost of reproduction. The deposit for each set of bidding forms and documents will be refunded to each plan holder, provided such documents are returned in good condition within ten (10) days after the bid opening date.

11. LOCATION:

The project site is at 1401 1st Street, Las Vegas, NM 87701. Reasonable notification is expected to schedule site visits. A location map is included as in the plans.

12. FAMILIARIZATION WITH WORKSITE:

All Bidders shall be responsible for inspecting the Site, reading the Contract Documents and comparing the Site with the plans and specifications. Contractor acknowledges that Contractor has inspected the Site of the Work and that Contractor shall protect the Site and improvements from damage during the performance of Contractor's work.

13. CONTRACT EXECUTION:

The Contractor shall provide to City of Las Vegas, within ten (10) days after award, five (5) signed copies of the Contract along with the required bonds and certificates of insurance. It is the City of Las Vegas' intent, pending award, to execute all five (5) copies within six (6) days after receipt of the signed documents. The City intends to issue the "Notice to Proceed" within fourteen (14) days after execution of the contract. The Contractor will hold their bid prices for sixty (60) calendar days after the bid date.

14. BASIS OF AWARD:

The Basis of Award will be the Base Bid plus Alternates as accepted in sequential order.

15. LABOR AND MATERIAL AND PERFORMANCE BOND:

The successful Bidder, simultaneously with the execution of the contract, will be required to furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Amount and a Labor and Material Payment Bond equal to one hundred percent (100%) of the Contract amount; said bonds shall be secured from a surety company satisfactory to the City of Las Vegas and duly authorized to do business in the State of New Mexico and approved in Federal Circular 570, as published by the United States Treasury. The forms of the Bonds the successful Bidder will be required to execute are included herein. These bonds will name the City of Las Vegas as obligee.

16. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES:

Two days before the preconstruction meeting, the Contractor shall deliver to the Project Manager, an estimated construction progress schedule in a form satisfactory to the Project Manager, showing the proposed dates of commencement, phasing, and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule.

17. PREFERENCES:

In the construction of this project, City of Las Vegas has no preference for any process, type of equipment or kinds of material but will consider all processes, types of equipment or kinds of material offered on an equal competitive basis if they are in fact equal to that specified and will accomplish the purpose intended. City of Las Vegas reserves the right to be the sole judge as to whether or not a different process, type of equipment, or kind of material offered is in fact the equal of that specified.

18. ROYALTIES AND PATENTS:

The Contractor shall include in his bid all royalties and license fees. They shall save the Owner harmless from loss on account of charges or claims for any patent right. They shall determine in advance of their bid the

existence of any patent which is or may be infringed by any provisions of the plans and specifications and pay such royalties or fees that may be required.

19. LABOR:

Bidders are required to inform themselves of the conditions relating to construction and labor under which the work will be performed. Preference shall be given to local labor.

20. WAGE RATES:

The Contractor shall pay each mechanic or laborer of the Contractor (or sub-contractor) engaged in the work on the project under the contract, not less than the hourly wage rate in effect at the time of the execution of the contract, or as otherwise required by law.

21. EQUAL EMPLOYMENT OPPORTUNITIES:

The Contractor and his subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to his hire, tenure, terms, conditions, or privileges or employment of any matter directly or indirectly related to employment, because of his race, gender, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Contract (Laws 1949, Ch. 161, S.5. New Mexico Statutes, relating to Equal Employment Opportunities on Government contracts).

22. AIR POLLUTION CONTROL:

Contractor shall provide dust control 24 hours per day, 7 days per week.

23. CONTRACTOR QUESTIONS:

During the bid period, Contractor shall submit questions for clarification no later than close of business on **November 6, 2018**.

BID PROPOSAL: UTILITIES OFFICE BUILDING RENOVATION

TO: City of Las Vegas
1700 N Grand Ave.
Las Vegas, NM 87701
(Hereinafter called "Owner")

The undersigned hereby proposes to perform all work for the UTILITIES OFFICE BUILDING Project in accordance with the following:

1. Advertisement for Bids dated October 13, 2018 in the Albuquerque Journal and October 13, 2018 in the Las Vegas Optic.
2. The Contract Documents, including Addenda, General Conditions, Special Conditions, Drawings, and Specifications prepared by WHPacific, Inc., for the Owner.

All of which are incorporated herein and made a part hereof; and to perform said work in accordance with and at the rates and prices or lump sum bid including alternates shown in the following bid schedule. Bids shall not include New Mexico gross receipts tax.

The undersigned, as Bidder, hereby declares that the only persons or firms interested in the proposal as principal or principals are named herein and that no other persons or firms herein mentioned have any interest in this proposal or in the contract to be entered into; that this proposal is made without collusion with any other person, company, or parties making a bid or with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The undersigned agrees that, upon receiving written notice of acceptance of this proposal, he will within seven (7) days execute and return to City of Las Vegas the prescribed construction contract and bonds.

BID PROPOSAL

UTILITIES OFFICE BUILDING RENOVATION

BASE BID. The Bidder agrees to include all permit fees and to perform all the work described as the Base Bid in the Contract Documents for an amount determined as follows:

- | | |
|---|----------|
| a) Base Bid Subtotal: | \$ _____ |
| b) Subtotal – Line a) Base Bid subtotal plus Line b) Allowances: | \$ _____ |
| c) Alternate No. 1: New finishes and lighting (Rooms #115, #116, #117) | \$ _____ |
| d) Alternate No. 2: New finishes and lighting (Rooms #106, #107, #108) | \$ _____ |
| e) BID PROPOSAL TOTAL Line b) plus Line c) plus Line d): | \$ _____ |

Dollars

(Base Bid Total amount written in words)

Award of the Contract will be based upon acceptance of the lowest responsible bidder based on the Base Bid and sequential Alternates if accepted.

The undersigned, as Bidder, hereby declares that the only persons or firms interested in the proposal as principal or principals are named herein and that no other persons or firms herein mentioned have any interest in this proposal or in the contract to be entered into; that this proposal is made without collusion with any other person, company, or parties making a bid or with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The undersigned, as Bidder hereby certifies that he and his subcontractors are registered with the Department of Workforce Solutions (formerly the Labor Department) in accordance with the "Public Works Contracts – Registration of Contractors and Subcontractors" Section of the Public Works Minimum Wage Act.

The undersigned agrees that, upon receiving written notice of acceptance of this proposal, he will, within seven (7) days, execute and return to City of Las Vegas the prescribed construction contract, insurance and bonds.

The Contractor agrees that time is of the essence, and the work will be accomplished in a timely and efficient manner. All work must be completed according to the following schedule for completion of the work. The Contractor further agrees to pay, as liquidated damages, the amounts listed in the following schedule for each calendar day in which the work is not complete.

Description of Work	Timeframe / Completion Date	Liquidated Damages
Substantial Completion Base Bid and Alternate(s)	180 Working Days	\$1,000.00/working day
Final Completion Base Bid & Alternate(s)	205 Working Days	\$1,000.00/working day

Attached hereto is the required proposal guarantee described as follows:

The proposal guarantee shall be 5% of the total amount bid.

The receipt of Addenda is acknowledged below:

Addendum No. _____ Date _____

Dated: _____, 2018.

SIGNATURE OF BIDDER:

(SEAL) if Bid is by a Corporation

By: _____
(Print Name)

Title: _____

Company: _____

Address: _____

New Mexico Contractor's Classification and License No.:

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we,, hereinafter called the "Principal," as Principal, and the , of , hereinafter called the "Surety," as Surety, are held and firmly bound unto the City of Las Vegas, hereinafter called the "Obligee," in the sum of five percent (5%) of total amount of Bid Dollar (\$_____), for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

UTILITIES OFFICE BUILDING RENOVATION

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal, and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents, with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

SIGNED AND SEALED this day of _____, 2018, in the presence of:

WITNESS

PRINCIPAL

TITLE

WITNESS

SURETY

TITLE

CORPORATE ACKNOWLEDGMENT

(To be filled in when Contract is executed on behalf of a Corporation)

STATE OF NEW MEXICO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this day of, _____ 2018, by

(Name and Title of Officer) (Name of Corporation) (State of Incorporation)

Corporation.

My Commission Expires:

Notary Public

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that (insert the name and address or legal title of the Contractor) as Principal, hereinafter called "Contractor," and _____(insert the legal title of Surety) as Surety, hereinafter called "Surety," are held and firmly bound unto City of Las Vegas, Obligee, hereinafter called the "Owner," in the amount of _____dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated_____, 2018, entered into a Contract with Owner for:

UTILITIES OFFICE BUILDING RENOVATION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall promptly and faithfully perform said Contract, then this Obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or,
2. Obtain a bid or bids for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph), sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

The Contractor shall guarantee any and all work performed under this Bond against defective materials and workmanship, for a period of one year following its completion and acceptance.

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

SIGNED AND SEALED THIS day of _____, 2018.

WITNESS

PRINCIPAL

BY

TITLE

WITNESS

SURETY

BY

TITLE

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that _____, as Principal, hereinafter called "Principal," and as Surety, hereinafter called "Surety," are held and firmly bound unto City of Las Vegas, the Obligee, hereinafter called "Owner," for the use and benefit of claimants as herein below defined, in the amount of: _____ dollars (\$ _____) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated, 2018, entered into a contract with Owner for:

UTILITIES OFFICE BUILDING RENOVATION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants, as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect; subject, however, to the following conditions: A claimant is defined as one having a direct Contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant, may sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
2. After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
3. Other than in a state court of competent jurisdiction in any for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United

Bidders Company Name

States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment of Surety of mechanics' liens which may be filed of record against said improvements whether or not claim for the amount of such lien be presented under and against this Bond.

SIGNED AND SEALED this _____ day of _____, 2018, in the presence of:

WITNESS

PRINCIPAL

BY

TITLE

WITNESS

SURETY

BY

TITLE

SPECIAL CONDITIONS

1. AUTHORITY OF CITY OF LAS VEGAS. City of Las Vegas or its representative shall have full authority to perform inspection of the project during construction and reserves the right to require the Contractor or its representative to take necessary action if the approved specifications are not being met.
2. COMMENCEMENT AND COMPLETION. The Contractor will hold their bid prices for sixty (60) calendar days after the bid date for award and/or Notice to Proceed. The Contractor shall commence work within 10 days after receipt of written Notice to Proceed from the City of Las Vegas for work described in the contract documents.

The Contractor agrees that time is of the essence, and the work will be accomplished in a timely and efficient manner. All work must be completed according to the following schedule for completion of the work. The Contractor further agrees to pay, as liquidated damages (representing damage and risk of loss of property), the amounts listed in the following schedule for each calendar day in which the work is not complete.

Description of Work	Timeframe / Completion Date	Liquidated Damages
Substantial Completion Base Bid and Alternate(s)	180 Working Days	\$1,000.00/working day
Final Completion Base Bid & Alternate(s)	205 Working Days	\$1,000.00/working day

3. EMERGENCY PROVISIONS. The Contractor must designate at least one responsible employee to represent him in case of an emergency. Such employee, or employees, shall have a local telephone at which he may be reached at any hour of the day or night. Directions for contacting such employee shall be given to the City of Las Vegas Police Department, San Miguel County Sheriff Department, the Fire Marshall, and the City of Las Vegas.
4. PERMITTED WORK HOURS. Normal working hours for this project will be 7:00 a.m. to 7:00 p.m. Monday through Friday for the entire project. Off-hours work may be required for power outages associated with this scope. If during an emergency the City of Las Vegas directs work during off hours the Contractor shall comply with all applicable regulations regarding Federal, State and Local Noise Ordinances. The Contractor shall also furnish such lights, satisfactory to the City of Las Vegas, as will allow proper inspection and safety. In the case of emergency, the work hours may be extended.
5. COORDINATION WITH UTILITIES. The Contractor will be required to coordinate all utility locations with each respective utility. Contact or call New Mexico One Call for utility location as needed.

It will be required of the Contractor to protect all utilities in the vicinity of the project.

6. COMMUNICATIONS.

- A. All notices, demands, requests, instructions, approvals, and proposals and claims must be in writing.
- B. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the City of Las Vegas), or if deposited in the United States mail in a sealed, or postage-prepaid envelope in each case addressed to such office.
- C. All papers required to be delivered to the City of Las Vegas shall, unless otherwise specified in writing to the Contractor, be delivered to 1700 North Grand Avenue, Las Vegas, New Mexico 87701, and any notice to or demand upon the Contracting Agency shall be sufficiently given if so delivered, or if mailed in the United States mail in a sealed, postage pre-paid envelope to City of Las Vegas, 1700 North Grand Avenue, Las Vegas, New Mexico 87701, or to other representatives of the City of Las Vegas or to such other address as the Contracting Agency may subsequently specify in writing to the Contractor for such purpose.
- D. Any such notice shall be deemed to have been given as of the time of actual delivery or in the case of mailing when the same should have been received in due course of post, as the case may be.

7. WEATHER CONDITIONS. The Contractor will, and will cause his subcontractor, to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Project Manager, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors to protect his work, such materials, shall be removed and replaced at the expense of the Contractor.

Until the work is accepted by the City of Las Vegas the Contractor shall be responsible for protecting completed work, work in progress, equipment, materials and property from storm water, erosion, sediment, and related elements. Damage resulting from storm water, erosion, sediment, and related elements shall be the Contractor's sole responsibility to replace, repair, or otherwise rectify.

8. GROSS RECEIPT SURETY. The Contractor's attention is called to the requirements of a gross receipts surety bond as may be required by the State of New Mexico Bureau of Revenue. It shall be the Contractor's responsibility to ascertain if he is required to purchase a bond or not and as such will be wholly responsible for all costs so incurred and without cost to the City of Las Vegas.

9. SANITARY CONVENIENCES. Necessary sanitary conveniences for the use of the Contractor's employees on the project, properly screened from public observation, shall be constructed and maintained in sanitary condition by the Contractor and their use shall be strictly enforced.

10. ACCIDENT PREVENTION. The Contractor shall comply at all times during the life of this contract and will require its subcontractors, if any, to comply with the accident prevention provision hereinafter set forth. Additional and more specific requirements may be made in the specifications,

which form a part of this contract; however, such requirements shall always be in addition to, and not in lieu of, the provisions of this Section.

- A. Protection of Employees and Others: Exercise precaution for the safety of employees on the job, bystanders or observers, engineering personnel and inspectors and comply with all applicable provisions of State and Municipal Safety Laws and Occupational and Safety Act, 2070, (OSHA). All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America, unless such instructions are incompatible with State and Municipal laws or regulations. If required by the Engineer, the Contractor shall furnish reports on all lost time accidents.
- B. Underground Structures: All storm sewer lines and other underground structures shall be ventilated with fresh air immediately before and during the time workmen are in such structures. Contractor's employees shall be prevented from smoking within 25 feet of any underground structure. Any natural gas leaks shall be immediately reported to the gas utility company and the work in the immediate vicinity shall be suspended until such leaks are repaired.
- C. Protection of Property: Where there are telephone poles, hydrants, water or gas mains or other pipes, conduits of other construction either public or private in or on the street, conduct work in such a manner as will not cause any damage to such property or any undue interruption or delay in the operation of same. Proper written notice must be afforded the companies or persons owning such mains, pipes, conduits or poles, by the Contractor or subcontractors and likewise to the Owners of any other construction encountered as well, to enable them to preserve the same from injury.
- D. Restoration of Property: Restore at his own expense any public or private damage, for which he is directly or indirectly responsible, to a condition equal to that existing before the damage. If he fails to do so or refuses to do so upon notice, the City of Las Vegas may cause such restoration and deduct the cost thereof from monies due, or which may become due, the Contractor.
- E. Barricades: The Contractor shall erect and maintain at his own expense: barricades and sufficient warning lights and other safeguards around all construction work areas, to safeguard and warn the public, employ watchmen; and strictly obey all laws and ordinances controlling or limiting those engaged in work affecting the public convenience and safety. Lighted warning devices shall be kept burning from sunset in the evening until sunrise.
- F. Construction Site Safety Engineering: The Project Manager and the City of Las Vegas are not responsible for the construction site safety. Construction review and observation by the Project Manager and City of Las Vegas does not normally, customarily, or traditionally include an affirmative duty that the Project Manager and City of Las Vegas search out deficiencies in the construction Contractor(s) safety measures. The Project Manager and City of Las Vegas are not responsible for superintendence of construction, site conditions,

operations, equipment, personnel, or the maintenance of a safe place to work or any safety in, on, or about the project site.

11. APPRENTICES. Before using apprentices on this project, the Contractor shall present to the City of Las Vegas, written evidence of registration of such employees with the New Mexico Department of Workforce Solutions, Apprenticeship Section, 501 Mountain Road NE, Albuquerque, NM 87102, Telephone 222-4674. If the apprentice is not registered in a bona fide apprenticeship program as mentioned above, the journeyman's wage rate for that particular classification in which he is working is applicable.
12. EMPLOYMENT PRACTICE REQUIREMENTS. In accordance with Section 59-4-5 of New Mexico Statutes, the Contractor, or his subcontractors, shall not discriminate against any employee or applicant for employment to be employed in the performance of contracts to which the State or any of its political or civil subdivisions is a party, with respect to his hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of his race, color, religion, national origin or ancestry.
13. SCHEDULE OF SALARIES AND WAGES. The decision of Labor Commissioner and the referenced State laws, on the following pages, are hereby made a part of this contract.
14. CERTIFIED WEEKLY PAYROLL RECORDS. The Contractor and all subcontractors shall submit one certified copy of the project weekly payrolls to City of Las Vegas and one certified copy directly to the State Labor Commission (in June only), not later than five working days after the close of each payroll period. The prime Contractor shall be responsible for the submission of copies of payrolls of all subcontractors.
15. STATE OF NEW MEXICO LABOR AND INDUSTRIAL COMMISSION AND UNITED STATES DEPARTMENT OF LABOR REQUIREMENTS:
 - A. The minimum wages to be paid the various classes of mechanics and laborers engaged by the Contractor and subcontractors for work under this contract including any additional, omitted or changed work, shall not be less than the amount as determined and established by the State Labor Commission as provided in Section 13-4-11, NMSA 1978, and in full force and effect, without exception, on the date of the contract and during the lifetime of this contract.
 - B. The Contractor and each of his Subcontractors shall pay each of his employees working under this contract in full, in cash, and not less than once a week, less all legally required deductions or withholdings. When circumstances are such that payment in cash is not feasible or is impractical, payment may be made by check, provided, however, that adequate funds to cover same are on deposit at the bank upon which the checks are drawn, and further that the checks may be cashed without charge, trace requirements or undue inconvenience to the payee.
 - C. The minimum wage rates, if any, specified for apprentices shall apply only to persons working with the tools of the trade that they are learning, and under the direct supervision of the Journeyman or master mechanics. Except as otherwise required by law, the number of apprentices in each trade or occupation reemployed by the Contractor or any

Subcontractor shall not exceed the number permitted by the applicable standard of the United States Department of Labor, or in the absence of such standards the number permitted under the usual practice prevailing between trade unions and Employees Association of the respective trades or occupations.

- D. Extra Work - Minimum Wages: In case the Owner orders the Contractor to perform extra work or additional work which may make it necessary for the contractor or any Subcontractor under him, to employ in the performance of such work, any person in any trade or occupation for which no minimum wage rate is specified, the Owner will include the Contract Change Order for such extra or additional work the minimum wage rate for such trade or occupation, and insofar as such extra or additional work is concerned, there shall be paid each employee engaged in the work in such trade or occupation, not less than the minimum wage rate included.
- E. Wage Underpayments and Adjustments: The Contractor agrees that, in case of underpayment of wages to any worker on the project under this contract, that City of Las Vegas may withhold out of payments due, an amount sufficient to pay such worker the difference between the wages required to be paid under this contract and the wages actually paid such worker for the total number of hours worked and that City of Las Vegas may disburse such amount so withheld by it, for and on account of the Contractor to the employee to which such amount is due. The Contractor further agrees that the amounts to be withheld pursuant to this paragraph may be in addition to the percentages to be retained by City of Las Vegas pursuant to other provisions of this contract.

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

16. AIR POLLUTION CONTROL. The contractor shall prevent the generation of air pollution. The Contractor shall provide dust control 24 hours a day, 7 days a week.
17. STATE OF NEW MEXICO SUBCONTRACTORS FAIR PRACTICES ACT. This Public Works Project is subject to the provisions of the Subcontractors Fair Practices Act (NMSA 1978 §13-4-31, et. seq.).
- A. List of Subcontractors Required: The bidder shall define the categories of subcontractors in the bid and shall list no more than one subcontractor for each category. This list shall be filled in on the sheet provided in Section SFPA-1, immediately after the Bid Proposal. This sheet must be filled in. The list shall include the name and location of each subcontractor under potential subcontract to the bidder, who will perform work or labor or render service. All subcontractors shall be listed at the time the bid is submitted to City of Las Vegas. Failure to fill in this sheet may result in a non-responsive bid that will be rejected.
- B. Delays Attributable to Hearings Required by the Subcontractors Fair Practices Act: In the event a hearing is held pursuant to the provisions of the Subcontractors Fair Practices Act and a delay in the Work of the Project is caused as a result, the Contractor shall not be entitled to an increase in the contract amount or contract time.

C. Applicability of this Section: This Section shall apply to all work required of the Contractor for this project.

Any questions regarding this act should be referred to Legal Counsel.

18. **Equipment Maintenance:** Field servicing and fueling of Contractor's equipment will be done in a manner to prevent the spillage of oil, fluids, or fuel. Should such fluids be spilled, the Contractor shall remove contaminated soil to an approved disposal site.
19. **Partnering:** In order to most effectively accomplish this contract, City of Las Vegas is willing to form a cohesive partnership with the Contractor and its subcontractors. This partnership would strive to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget and on schedule. This partnership would be bilateral in make-up and participation will be totally voluntary. Any cost associated with effectuating this partnership will be agreed to by both parties and will be shared equally with no change in contract price.
20. **Trash Control:** Trash control and maintaining a litter free work place are essential to working with the project area.
21. **Construction Sign:** The Contractor shall erect one (1) 4'x8' signs in a conspicuous location as approved by the Project Manager. The sign shall be erected on 4"x4" posts with the bottom of the sign 8' above ground level. The signs shall read:



Type "B" - GENERAL BUILDING
Effective January 1, 2018

	Base Rate	Fringe Rate	Apprenticeship
Asbestos Worker - Heat & Frost Insulator	31.76	11.11	0.67
Boilermaker	32.06	27.35	0.67
Bricklayer/Blocklayer/ Stonemason	23.52	8.10	0.67
Carpenter/Lather	24.00	9.47	0.67
Cement Mason	20.37	9.78	0.67
Electricians-Outside Classifications			
Groundman	22.36	11.34	0.67
Equipment Operator	32.08	13.77	0.67
Lineman/Tech	37.75	15.19	0.67
Cable Splicer	41.53	16.14	0.67
Inside Classifications			
Wireman/Technician	30.40	10.36	0.67
Cable Splicer	33.44	10.45	0.67
Sound Classifications			
Installer	23.39	8.31	0.67
Technician	28.95	7.52	0.67
Soundman	27.01	8.31	0.67
Elevator Constructor	41.10	32.40	0.67
Elevator Constructor Helper	28.77	32.40	0.67
Glazier	20.25	4.55	0.67
Ironworker	26.50	14.66	0.67
Painter (Brush/Roller/Spray)	16.75	5.88	0.67
Paper Hanger	16.75	5.88	0.67
Drywall Finisher/Taper	24.00	9.47	0.67
Plasterer	22.07	8.16	0.67
Plumber/Pipefitter	28.95	11.38	0.67
Roofer	23.78	7.60	0.67
Sheetmetal Worker	29.28	17.16	0.67
Soft Floor Layer	24.00	9.47	0.67
Sprinkler Fitter	29.90	19.67	0.67
Tile Setter	23.52	8.10	0.67
Tile Setter Helper/Finisher	15.59	8.10	0.67
Laborers			
Group I	16.09	5.68	0.67
Group II	17.00	5.68	0.67
Group III	18.00	5.68	0.67
Group IV	20.25	5.68	0.67
Operators			
Group I	20.32	6.47	0.67
Group II	22.38	6.47	0.67
Group III	22.82	6.47	0.67
Group IV	23.24	6.47	0.67
Group V	23.41	6.47	0.67
Group VI	23.62	6.47	0.67
Group VII	23.73	6.47	0.67
Group VIII	26.61	6.47	0.67
Group IX	28.89	6.47	0.67
Group X	32.13	6.47	0.67
Truck Drivers			
Group I	14.76	6.25	0.67
Group II	15.00	6.25	0.67
Group III	15.50	6.25	0.67
Group IV	15.51	6.25	0.67
Group V	15.60	6.25	0.67
Group VI	15.75	6.25	0.67
Group VII	15.90	6.25	0.67
Group VIII	16.11	6.25	0.67
Group IX	16.32	6.25	0.67

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