

PROJECT MANUAL
INCLUDING SPECIFICATIONS
FOR GENERAL CONSTRUCTION

OF

**CITY OF ELEPHANT BUTTE ANNEX
RETAINING WALL**

FOR

CITY OF ELEPHANT BUTTE
103 WATER AVE.
ELEPHANT BUTTE, NM 87935

JUNE 23, 2017

ASA ARCHITECTS

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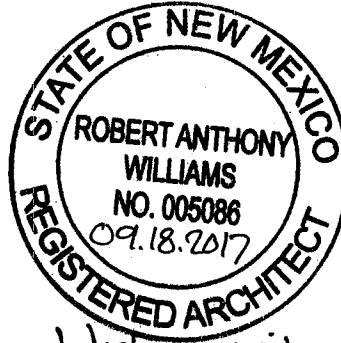
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**SECTION 000105
CERTIFICATION PAGE**

The technical material and data contained in this Project Manual were prepared under the supervision and direction of the undersigned, whose seal as a Professional Architect, licensed to practice in the State of New Mexico, is affixed below.



A handwritten signature in cursive script that reads "Robert Anthony Williams".

Robert Anthony Williams, AIA
Registered Architect in the State of New Mexico
License No. 5086
201 North Alameda
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575.526.3111

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END OF SECTION

**INVITATION TO BID
CITY OF ELEPHANT BUTTE
IFB 17-18-003**

Sealed Bids for general construction of "ELEPHANT BUTTE ANNEX RETAINING WALL RE-BID" IFB 17-18-03 will be received by the City of Elephant Butte Purchasing Agent at the City Hall, 103 Water Ave., Elephant Butte, NM 87935 until 2:00 p.m. M.T. (Local Time), November 9, 2017. At that time all bids will be publicly opened and read aloud. Any bid received after closing time will be returned unopened.

The Scope of Work is a new CMU Retaining wall with concrete footing including associated site work. Demolition and disposal of existing Rail Road Tie retaining wall and all associated site work to complete the new retaining wall as indicated on the drawings and in the project manual.

Drawings, specifications and contract documents may be examined at the Elephant Butte City Hall, 103 Water Ave., Elephant Butte, NM 87935 and ASA Architects, 201 North Alameda, Las Cruces, New Mexico, 88005, Phone (575) 526-3111.

Bona fide prime and sub bidders may obtain one (1) set of drawings and specifications from the Architect's office at 201 North Alameda, Las Cruces, New Mexico, 88005, Phone (575) 526-3111. You may also request electronic copies (PDF) from the Architect. No plans deposit is required but shipping costs do apply and are non-refundable. No partial sets will be issued.

Bidders are advised that the following is included in the contract:

1. Liquidated damage clause.
2. Public Works and Apprenticeship and Training Act.
3. 5% Preference applicable to qualified New Mexico Contractors.
4. Performance bond and Payment Bond shall be required from the Prime Contractor.
5. A pre-bid conference will be held for all interested bidders on October 5, 2017 at 9:00am (Local Time) at 103 Water Ave., Elephant Butte, New Mexico 87935. Attendance is not mandatory but strongly recommended for contractors bidding the Work.

City of Elephant Butte reserves the right to reject any or all bids and to waive any or all informalities. Bids shall be good for 60 days following the opening of bids and may not be withdrawn without forfeiture of bid bond.

SECTION 002113
INSTRUCTIONS TO BIDDERS

A. INVITATION TO BID

1. Sealed bids for the construction of "CITY OF ELEPHANT BUTTE ANNEX RETAINING WALL", *RFB 17-18-003*, will be received by the City of Elephant Butte Purchasing Agent at the City Hall 103 Water Ave., Elephant Butte, NM 87935 until 2:00 p.m. local time, **November 9, 2017**; at which time bids will be publicly opened and read aloud. Submit bids and supportive information in accordance with these Instructions to Bidders and as otherwise directed in the Drawings, Specifications and Contract Documents prepared by the Architect. Any bids received after the time and date specified for opening will be considered late and will not be accepted.
2. SCOPE OF WORK: The Work consists of the furnishing of all labor, materials, services and equipment and required for the demolition of an existing Rail-Road Tie retaining wall and the construction of a new CMU retaining wall with concrete footings and all associated site work necessary to complete the project as indicated on the drawings and in the project manual.
3. DRAWINGS AND SPECIFICATIONS:
 - a. Drawings and Specifications may be examined without charge at the Architect's office, 201 North Alameda, Las Cruces, New Mexico; the Architect will not answer any question or address any requests for information from prospective bidders during any reviews at their office. Drawings and Specifications may also be examined without charge at the City of Elephant Butte City Hall, 103 Water Ave. Elephant Butte, New Mexico.
 - b. One (1) set of Drawings and Specifications may be obtained by Bidders from the Architect's Office at 201 North Alameda, Las Cruces, NM 88005, Phone (575) 526-3111. Or you may request electronic copies (PDF) by contacting the Architect. No plans deposit is required but shipping costs do apply and are non-refundable. No partial sets will be issued.

B. UNSOLICITED COMMUNICATION

1. To insure the proper and fair evaluation of a bid, the City prohibits unsolicited communication initiated by a prospective Bidder or Bidders to a City Official or Employee prior to the time of a contract award. Questions and other communication from prospective Bidders will be permissible until 4:00 pm on the day specified as the deadline for questions (see Bidding Schedule); any such questions or communications shall be directed only to Architect and submitted in writing via email to robert@asa-architects.com and must be submitted prior to the stated deadline. All questions will be formally answered via addenda. Unsolicited communication shall be grounds for disqualifying the offending Bidder from consideration for award of the solicitation then in evaluation.

C. BIDDING SCHEDULE

1. Proposed project delivery timeline:
 - a. Bidding advertised on *September 27, 2017*
 - b. Pre-bid meeting 2:00pm, *October 5, 2017*
 - c. Deadline for questions 4:00 pm, *November 3, 2017*
 - d. Final addendum issued *November 6, 2017*
 - e. Bids due by 2:00 pm, *November 9, 2017* for public opening.
2. These dates represent a tentative schedule of events. The Owner reserves the right to modify these dates at anytime, with appropriate notice to prospective Bidders.

D. PREBID MEETING

1. A Pre-bid Conference will be held at Elephant Butte City Hall, Elephant Butte, NM; at 9:00am, *local time, Thursday, October 5, 2017*. Attendance at the Pre-bid Conference is not required in order to submit a bid; qualified bidders intending to bid on the project are encouraged to attend the Pre-bid Conference; Subcontractors may also wish to attend. No additional conferences or tours of the worksite will be conducted. Responses to questions and requests for clarification raised at the Pre-Bid Conference will be issued in an addendum to the bid documents through the Architects office.

E. INTERPRETATION OF CONTRACT DOCUMENTS

1. Other than communication exchanged at the pre-bid conference, all questions or requests for clarification related to the drawings and specifications shall be directed to the Architect in writing prior to the date and time shown in the Bidding Schedule. Questions and requests for clarification received after this time will not be addressed. Submit questions and requests, in writing, to the following; making sure to reference the project name and bid number:

Mail:
ASA Architects
Attn: Robert Williams,
Project Architect
201 N. Alameda
Las Cruces, NM 88005

E-mail:
Robert Williams
robert@asa-architects.com

2. Bidders are notified that wherever in the Specifications a product is identified by brand name, an equal product will be accepted provided the Bidder submits evidence that the product(s) meet or exceed the Specifications of the named product.

F. ADDENDA

1. Answers to questions, inquiries or requests for additional information will be issued to Bidders in the form of addenda. Bidders shall acknowledge receipt of each addendum in their Bids and each addendum shall be considered a part of the Contract Documents. Failure to acknowledge receipt of any addendum issued shall be cause for rejection of Bid. Bidders should contact the Architect prior to bid opening to ascertain the total number of addenda issued.

G. QUALIFICATION OF BIDDERS

1. The Bidder, by signing the Bid, represents that they have the financial capacity and experience to carry out the work through completion. The City reserves the right to require the successful Bidder to furnish a financial statement and experience statement. The City reserves the right to award the Contract to such Bidder whose statements indicate that bidder to be qualified by experience and finances to successfully carry out the Work. The financial statement information provided by the Bidder will be treated as confidential and will be safeguarded to the extent allowed by the public records requirements of the City during the bidding process.

H. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

1. Bidders shall carefully examine the complete Contract Documents, including the drawings and specifications, and addenda. Bidders that find any discrepancies in the Contract Documents shall bring the discrepancies to the attention of the Architect.
2. Each bidder will be presumed to have inspected the site to verify the correctness of all site information. Bidders that find any discrepancies between existing site conditions and information show in the Contract Documents shall bring the discrepancies to the attention of the Architect.

I. CONDITIONS OF THE WORK

1. Each Bidder shall inform themselves fully of the conditions relating to construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of the obligation to furnish all material and labor necessary to carry out the provisions of the Contract.

J. LAWS AND REGULATIONS

1. All bidders shall comply with the laws prohibiting bribes, gratuities, and kickbacks (Section 20-24-2, and 20-41-1 to 30-41-2) NMSA, 1978. The Successful Bidders will be required to comply with all applicable Municipal Ordinances and New Mexico State Statutes as they pertain to this project.
2. The conduct of this bid solicitation is subject to the Procurement Code.
3. Other than casual contact between prospective bidders and City staff and any elected officials present at the pre-bid conference; direct contact by a Bidder with City elected officials or City staff, other than Purchasing Section staff, will render that Bidder's bid non-compliant.

K. BIDS

1. Each Bid must be submitted on the prescribed form. All blank spaces must be filled in, including any spaces listed specifically for Unit Prices. Bid form shall be completed in ink or typewritten. Acknowledge all addenda received in the appropriate space. Bid shall be signed by a person who can legally bind the successful Bidder to the Owner.
2. Completed Bids shall be submitted in sealed envelopes clearly marked with the name and number of the project as it appears on the cover page of the Specifications and with the name and address of the Bidder.
3. Bids will be received only until the specified opening date and time. Late bids will not be accepted. It is the Bidder's responsibility to deliver their Bid at the proper time to the proper place.
4. Requests to withdraw a Bid shall be made in person or by written notice (specifically: letter or fax) by the Bidder at any time prior to the scheduled closing time for the receipt of Bids.
5. Telegraphic, faxed, or e-mailed bids will not be accepted. Bidders may however modify their bid by telegraph or faxed notice provided the notice is received prior to the time set for bid opening.
6. Sealed bids must be received no later than 2:00 pm local time, November 9, 2017 at the City of Elephant Butte City Hall. Mail or hand-carry sealed bids to:
 - a. City of Elephant Butte
Attn: Karen Rieth
PO Box 1080
103 Water Avenue
Elephant Butte, NM 87935
 - c. Bids received after the deadline will not be considered.
 - d. Sealed bids shall be clearly marked: "DO NOT OPEN – ELEPHANT BUTTE ANNEX RETAINING WALL RE-BID Bid17-18-003".
 - e. Facsimile or electronically transmitted bids are not acceptable.
 - f. Multiple bids from a single bidder are not acceptable and will be rejected.

L. METHOD OF AWARD - LOWEST QUALIFIED BIDDER

1. If a Contract is awarded, the City of Elephant Butte(Owner) shall award one (1) Contract to the responsible Bidder having submitted the lowest responsive Bid whose bid meets the requirements and criteria established in these documents and whose bid does not exceed the funds available for

the work.

2. The Owner may reject any or all bids as may be specified in the solicitation when it is for good cause and in the best interests of the City.
3. The Owner will apply "Bid Preference" as described in Section 004397 of this Project Manual.

M. EXECUTION OF CONTRACT

1. Promptly upon receipt of written notice of acceptance of the Bid along with the Owner-Contractor Agreement, the Contractor shall obtain the required performance and payment bonds and certificates of insurance and shall sign all copies of the Agreement. These executed documents shall be delivered to the Architect within 10 days unless otherwise directed.
2. Upon receipt of a Contract signed by the Owner and a written Notice to Proceed, the Contractor shall commence work within 7 days of the date stipulated in the Notice to Proceed.

N. SUSPENSION AND/OR DEBARMENT

1. A business (contractor, subcontractor, or supplier) that has been suspended or debarred in accordance with applicable sections of NMSA 1978 (Chapter 13), Public Purchases and Property; or are otherwise ineligible for participation in federally assisted contracts under Executive order 12549, Debarment & Suspension 24 CFR 570.609; shall not be permitted to do business with the City of Elephant Butte and shall not be considered for award of contract during the time such suspension or debarment is in force.

O. SUBCONTRACTOR'S FAIR PRACTICES ACT

1. The Bidder shall list the Subcontractors proposed for use on the project on the Subcontractor Listing Form (part of Bid Form), pursuant to the Subcontractors Fair Practices Act, sections 13-4-31 through 13-4-43, as amended, NMSA 1978. Omission or noncompliance with the intent of the Subcontractor listing will be grounds for considering a Bid as non-responsive.

P. PUBLIC WORKS APPRENTICE AND TRAINING ACT

1. Bidders should inform themselves fully of Public Works Apprentice and Training Act, (13-4D-1 to B-4D-8 NMSA 1978). Specifically, Section 4B states: "Public works construction projects, except for street, highway, bridge, road, utility or maintenance contracts with employees 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 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."

R. PROTEST PROCEDURES

1. Protests concerning this bid solicitation can be filed With Karen Rieth, CPO.
Cityclerk@cityofelephantbutte.com and must be filed within 7 days of the bid opening.

END OF SECTION

**SECTION 004113
BID FORM**

PROJECT NAME: CITY OF ELEPHANT BUTTE ANNEX RETAINING WALL RE-BID

PROJECT NUMBER: 17-18-003

BID OF _____

Herein after called Bidder, a (corporation, partnership, individual).

State of incorporation _____

TO: Attn: Karen Rieth, CPO
City of Elephant Butte
PO Box 1080
103 Water Avenue
Elephant Butte, NM 87935

The Bidder, in response to the Advertisement for Bids, and having examined the Site and Bidding Documents prepared by ASA Architects, and the Addenda acknowledged below, and being familiar with all conditions surrounding the construction of the proposed project including availability of materials, equipment, and labor, hereby proposes to perform all work for the construction of the above referenced project for the prices stated below.

In submitting this Bid, the Bidder represents that Bidder has financial ability and experience to complete the Work and agrees to the following:

1. To hold the Bid open for 60 days.
2. To accept the provisions of the Instructions to Bidders.
3. To enter into and execute a Contract, if awarded, on the basis of this Bid, and to furnish Performance and Labor and Materials Payment Bonds.
4. To accomplish work in accordance with the Contract Documents.
5. To complete the work within 90 (Ninety) calendar days from Notice to Proceed.
6. To pay as liquidated damages, the sum of \$250.00 (Two Hundred and Fifty Dollars) for each consecutive calendar day past the time allowed for construction of work that is not completed.

The Bidder acknowledges receipt of the following Addenda:

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

The prices set forth in this Bid Form include all work necessary to complete the construction, including overhead, profit, items of incidental expenses, permits, taxes except New Mexico Gross Receipts Tax and local option tax, and any other expenses applicable to complete the construction. It is understood that New Mexico Gross Receipts Tax and local option tax will be paid by Owner and are to be included as separate line item on Applications for Payment.

The Bidder agrees to construct this project for the following lump sum prices:

BASE BID:

_____ Dollars

\$ _____.

The required Bid Security, Corporate Resolution (if applicable), Bidder's Listing of Subcontractors for Compliance with Subcontractors Fair Practices Act, and Qualifications Statement are enclosed with this Bid Form.

SUBMITTED BY: _____

PRINTED NAME: _____

SIGNATURE: _____

TITLE: _____

ADDRESS OF FIRM: _____

TELEPHONE NUMBER: _____

NEW MEXICO CONTRACTOR'S LICENSE NUMBER: _____

NEW MEXICO IN-STATE BIDDER'S PREFERENCE NUMBER: _____

LICENSE CLASSIFICATION: _____

LICENSE EXPIRATION DATE: _____

NEW MEXICO RESIDENT CERTIFICATE INCLUDED: _____ YES _____ NO

NEW MEXICO RESIDENT VETERAN CONTRACTOR REVENUE DECLARATION FORM INCLUDED:
_____ YES _____ NO

CORPORATE SEAL

BID SUBMITTAL CHECK LIST

No.	DESCRIPTION	COMMENT
1	Bid Form	Ensure the bid form is filled out completely and accurately, signed by the representative stated on the form, and that all addenda are acknowledged.
2	List of Subcontractors	List all subcontractors performing work or labor or rendering service in an amount in excess of \$5,000 or ½ of 1 percent of the Engineer's Estimate of the base bid, whichever is greater.
3	Statement of Bidder Qualifications	Provide completed form.
4	Proof of Insurance	Provide either an insurance certificate for the project with all supporting endorsements or a letter from an authorized carrier certifying that the required proof of coverage with supporting endorsements will be provided in a timely manner prior to contract execution.
5	NM Resident or NM Veteran Preference Certificate	Provide a copy of the certificate issued by the New Mexico Tax and Revenue Department to qualify for a price preference pursuant to section 13.4.2, NMSA 1978 and as amended.
6	Local Preference Certificate	Provide a copy of a current business registration certificate issued by the City of Elephant Butte to qualify for a local preference.

* Submit bid documents in the numbered sequence above.

END OF BID FORM

**SECTION 004313
BID BOND**

PART 1 – GENERAL

1.01 SUMMARY

- A. Acceptable form for bid bond is AIA Document A310 "Bid Bond", current edition.
- B. A copy of this document may be reviewed at the Office of the Architect; 201 North Alameda, Las Cruces, NM 88005.
- C. Attach a completed, embossed and sealed original to the Bid Form

END OF SECTION

SECTION 004346
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. 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.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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 Contributions" 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 on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contributions" 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.

"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): _____

(Attach extra pages if necessary)

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)

**SECTION 004396
NEW MEXICO RETAINAGE ACT PROVISIONS**

PART 1 – GENERAL

1.01 SUMMARY

- A. The New Mexico Retainage Act; N.M.S.A. 57-28-1-57-28-12 (2001) is applicable to this Project.
- B. For this Project the Owner will not withhold any retainage.

END OF SECTION

SECTION 004397
APPLICATION FOR PREFERENCE

PART 1 – GENERAL

1.01 SUMMARY

- A. Bidders seeking geographical preferences authorized in Section 24-100, LCMC, 1998; must submit with bid the following certificates as applicable.
 - 1. To obtain a 5 percent local preference, submit a copy of the bidder's Business Certificate issued by the City of Elephant Butte.
 - 2. To obtain a 5 percent resident contractor preference, submit a copy of the bidder's resident contractor certificate issued by the State of New Mexico Taxation and Revenue Department.
 - 3. To obtain a 7 percent, 8 percent, or 10 percent resident veteran contractor preference, submit a copy of the bidder's resident veteran business certificate and completed Resident Veteran Contractor / Business Revenue Declaration Form.
- B. The cumulative total of preference is limited to 10 percent.

END OF SECTION

**SECTION 004399
BIDDER'S LISTING OF SUBCONTRACTORS**

THIS FORM SHALL BE COMPLETED BY BIDDER AND SUBMITTED WITH DOCUMENT 004113-BID FORM

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

a. Listing Threshold for this Project: **\$5,000**

b. Subcontractor Listing shall be expanded after Bid by apparent low bidder if Awarded, and before Contract, to include major Suppliers.

2. Listing of Subcontractors:

Project Name: City of Elephant Butte Annex Retaining Wall Re-Bid

Project Number: 17-18-003

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

PROJECT NAME: City of Elephant Butte Annex Retaining Wall Re-Bid
PROJECT NUMBER: 17-18-003

[illegible]

**SECTION 005213
AGREEMENT FORM**

PART 1 – GENERAL

1.01 SUMMARY

- A. Contract form to be used for this Project is AIA Document A101-2007 “Standard Form of Agreement between Owner and Contractor where the Basis of Payment is a Stipulated Sum”, 2007 Edition.
- B. A copy of this document may be reviewed at the following locations:
 - 1. The Office of the Architect; 201 North Alameda, Las Cruces, NM 88005. The Architect will not answer any question or address any requests for information from prospective bidders during any reviews at their office.
 - 2. City of Elephant Butte City Hall, 103 Water Ave., Elephant Butte, NM 87935.

END OF SECTION

SECTION 006113
PERFORMANCE AND LABOR AND MATERIAL PAYMENT BOND

PART 1 – GENERAL

1.01 SUMMARY

- A. Performance and Labor and Material Payment Bond form to be used for this project is AIA Document A312, Performance Bond / Payment Bond.
- B. A copy of Document A312 Performance Bond / Payment Bond is included herein.

END OF SECTION

**SECTION 007213
GENERAL CONDITIONS OF THE CONTRACT**

PART 1 – GENERAL

1.01 SUMMARY

- A. Form of General Conditions to be used for this Project is AIA Document A201-2007, General Conditions of the Contract for Construction, 2007 Edition.
- B. A copy of this document may be reviewed at the following locations:
 - 1. The Office of the Architect; 201 North Alameda, Las Cruces, NM 88005. The Architect will not answer any question or address any requests for information from prospective bidders during any reviews at their office.
 - 2. City of Elephant Butte City Hall, 103 Water Ave., Elephant Butte, NM 87935.

END OF SECTION

**SECTION 007300
SUPPLEMENTARY CONDITIONS**

The following modifies AIA Document A201 – 2007, General Conditions of the Contract for Construction, 1997 Edition. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 1 GENERAL PROVISIONS

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

ADD the following paragraphs:

- 1.2.4 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:
- .1 The Agreement.
 - .2 Addenda, with those of later date having precedence over those of earlier date.
 - .3 The Supplementary Conditions.
 - .4 The General Conditions of the Contract for Construction.
 - .5 Specifications and Drawings.
- 1.2.5 In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by Addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation, at no additional cost to the Owner.

1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

ADD the following paragraph:

- 1.5.3 The Owner will furnish free of charge One (01) set of Contract Drawings and One (01) copy of the Project Manual. Contractor shall pay reproduction cost for any additional copies of Drawings and Project Manual.

ARTICLE 3 CONTRACTOR

3.5 WARRANTY

ADD to paragraph 3.5.1, the following:

- 3.5.1 Contractor shall submit warranties in writing.

3.6 TAXES

ADD the following paragraph:

- 3.6.1 The bid amount shall exclude the applicable state gross receipts tax or applicable local option tax. The Owner shall be required to pay the applicable tax including any increase in the applicable tax becoming effective after the date the contract is entered into. The applicable gross receipts tax or local options tax shall be shown as a separate amount on each billing or request for payment made under the contract, as outlined in the State Procurement Code Chapter 348, Section 5, Section 13-1-108 NMSA-108 as Amended. The Contractor shall in turn pay the applicable gross

receipts tax or local option tax.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

ADD the following paragraph:

- 3.10.1.1 Completed Progress Schedule shall be submitted to the Architect no later than ten (10) calendar days after the date of the Agreement and shall be updated during construction as required to keep it current. Nothing in this requirement shall be deemed to be a usurpation of the Contractor's authority and responsibility to plan and schedule the Work as he sees fit, subject to all other requirements of the Contractors

Documents.

3.18 INDEMNIFICATION

DELETE paragraph 3.18.1 in its entirety and substitute the following:

- 3.18.1 Contractor shall hold harmless, indemnify and defend the Architect and the Owner and its "public employees" as defined in the New Mexico Tort Claims Act, Sections 41-4-1 to 41-4-29, NMSA 1978, against and from any and all claims, losses, demands, judgments, damages, liabilities, lawsuits, expenses, fees of attorney(s), costs and/or actions of any kind and nature whether from death(s), bodily and/or personal injury to person(s), damage(s) to property(ies) and/or any other nature whatsoever arising from or out of, connected with, resulting from or related to, directly, indirectly or allegedly, the Contractor's negligent and/or intentional act(s) and/or omission(s) in the Contractor's performance under this agreement. Contractor's operations and/or activities in connection herewith and/or Contractor's use and/or occupancy of the premises and/or improvements, including any and all negligent and/or intentional act(s) and/or omission(s) of the Contractor's officer(s), director(s), employees(s), servant(s), agent(s), representative(s), customer(s), invitee(s) patron(s), contractor(s), subcontractor(s), successor(s), assign(s), and/or supplier(s), as well as all other persons doing business with the Contractor. The Contractor's agreement to hold harmless, indemnify and defend shall not be affected or terminated by the cancellation or expiration of the term or any renewal or any other termination of this Agreement. Contractor shall at all times during the term of the Agreement have and keep in force contractual liability insurance in the amounts as set forth in the New Mexico Tort Claims Act, supra. The contracting for any insurance by Contractor does not in any way limit, modify or negate the Contractor's agreement to hold harmless, indemnify and defend the Architect and the Owner and its "public employees" as defined in the New Mexico Tort Claims Act, supra.

DELETE paragraph 3.18.2 in its entirety and substitute the following:

- 3.18.2 Nothing in this Contract Document is intended to or shall be deemed to constitute a partnership or joint venture between the parties. The Contractor and its officer(s), director(s), employee(s), servant(s), agent(s) and representative(s) are and shall remain independent contractors under this Agreement and shall at no time be deemed the officer(s), agent(s), servant(s), employee(s) and/or representative(s) of the Owner or Architect so as to bind the Owner or Architect in any respect. The Contractor shall be responsible to all persons for the negligent and/or intentional act(s) and/or omission(s) of the Contractor, its officer(s), director(s), employee(s), servant(s), agent(s) and/or representative(s) and the Owner and Architect shall in no way be responsible.

ADD the following paragraphs:

- 3.18.3 The Owner and its "public employees" as defined in the New Mexico Tort Claims Act, supra, do not waive sovereign immunity, do not waive any defense(s) and/or do not waive any limitation(s) of liability pursuant to law. No provision in this Agreement modifies and/or waives any of the provisions of the New Mexico Tort Claims Act, supra, and the amendments thereto.

- 3.18.4 It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create a public or any member thereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) or wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies) and/or any other claim(s) and/or cause(s) of action whatsoever pursuant to the provisions of this Agreement.
- 3.18.5 Contractor shall hold harmless and indemnify the Owner and its "public employees" from any and all liability, claims, lawsuits damages, or costs arising out of or allegedly arising out of the performance of this contract; except for any such liability arising out of:
- .1 The preparation of maps, drawings, opinions, reports, surveys, change orders, designs or specifications prepared by the Owner or its "public employees", or
 - .2 The giving or the failure to give direction by the Owner or any of its "public employees", where the giving or failure to give such direction is the immediate proximate cause of the injury or damage complained of, or
 - .3 Any injury or damage which is solely the result of a negligent act or omission of the Owner or any of its "public employees". Whenever the Owner receives a claim, notice of claim, summons or demand which is or could be subject to the foregoing indemnification, such claim, notice summons, or demand shall be immediately forwarded to the Contractor to be forwarded to the Contractor's insurance carrier for response and defense as required.

ARTICLE 4 ARCHITECT

4.2 ADMINISTRATION OF THE CONTRACT

DELETE from paragraph 4.2.10, the second sentence in its entirety.

ADD to paragraph 4.2.13, the following:

- 4.2.13 The term "aesthetic effect" as used herein refers to color, texture, profile and juxtaposition of masses. The Architect shall be the sole interpreter of the design intent with respect to such matters, but the Architect's authority with respect thereto shall not contravene any other rights of either the Owner or the Contractor ascribed to them by other provisions of the Contract.

ARTICLE 8 TIME

8.1 DEFINITIONS

ADD the following paragraph:

- 8.1.5 The contract time shall be substantially completed within the number of consecutive calendar days indicated in the Agreement, "Notice to Proceed", or other written order.

8.3 DELAYS AND EXTENSIONS OF TIME

ADD the following paragraph:

- 8.3.4 The Contractor shall not be entitled to claim any damages for delay from any cause whatsoever in the progress of the work or any portion thereof

ARTICLE 9 PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

ADD the following paragraph:

- 9.2.1 The Schedule of Values shall be submitted prior to the start of construction and shall be approved by the Architect prior to the first submitted Pay Application. The Schedule of Values shall be itemized, in detail by division, as a basis for approving work completed. Refer to Section 011200 "Price and Payment Procedures" for additional information.

9.3 APPLICATIONS FOR PAYMENT

ADD to paragraph 9.3.1, the following:

- 9.3.1: Applications for Payment shall be based on the previously approved Schedule of Values of labor and materials incorporated in the Work, and of all stable materials suitably stored at the site, up to and including the last day of the preceding month, less the aggregate total of all previous payments; provided the aggregate total of all monthly payments shall not exceed the Contract Price. Application shall be made on AIA Document G-702 & G-702A.

ADD the following paragraphs:

- 9.3.1.3 Contractor shall base his pay request on materials stored and work completed under this Contract. Prior to the 25th day of each month, the Contractor shall submit to the Architect an application for payment supported by a current schedule of values and such other data substantiating Contractor's right to payment. The Owner shall make progress payments for properly allocable materials and equipment stored at the project site, or at some other location agreed upon in writing, and for schedule of value items. The Owner shall not withhold retainage.
- 9.3.1.4 All applicable taxes, whether now enacted into law or hereafter made applicable, shall appear as a separate line item on Contractor's pay requests.
- 9.3.1.5 In the event the Contractor submits a pay request that is improperly completed, the Architect shall, within seven days after receipt, give notice of the incomplete request to the sender. Upon receipt of this notice, the Contractor shall be responsible for any timely completion and re-submission of the pay request to the Architect.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

ADD the following paragraphs:

- 9.5.4 The Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any Certificate for Payment to such extent as may be necessary to protect himself from loss on account of unsatisfactory or unacceptable completion of any Schedule of Value line item, including Project Closeout Requirements. Such action shall be based on, but not limited to, the following:
- .1 Defective work not remedied.
 - .2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against the Contractor.
 - .3 Failure of the Contractor to make payments properly to subcontractors and/or for material and/or labor.
 - .4 Damage to another contractor.

- .5 A reasonable doubt that the Contract can be completed for the unpaid balance.
- .6 When the issues listed above are resolved or the Contractor provides a Surety Bond satisfactory to the Architect and Owner which will protect the Owner in the amount withheld, payment shall be made for amounts withheld.

9.6 PROGRESS PAYMENTS

Add to paragraph 9.6.1, the following:

- 9.6.1 Commencing on the date of receipt by the Owner, full payment shall be issued on an undisputed pay request within twenty-one (21) days after receipt via first class mail or by hand delivery. Failure by the Owner to pay an undisputed pay request within the twenty-one (21) day allotment will obligate and bind the Owner to pay the Contractor an interest penalty calculated at 1-1/2% per month beginning on the 22nd day and through the date that payment is issued.

ADD the following paragraph:

- 9.6.8 Payment due to the Contractor in cash or bonds may not be assigned or pledged by the Contractor.

9.8 SUBSTANTIAL COMPLETION

ADD to paragraph 9.8.1, the following:

- 9.8.1 The project shall be deemed to be substantially complete when the Owner has received from the Architect the Architect's Certificate of Substantial Completion and when the Owner has received from the Contractor all "Close-Out" Documents required for the project (i.e. O&M Manuals, Record Drawings, etc.).

9.11 LIQUIDATED DAMAGES

ADD the following paragraph:

- 9.11.1 The Contractor (and his surety) shall be liable for and shall pay to the Owner Two Hundred and Fifty Dollars (\$250.00) for each consecutive calendar day of delay past the contract time until the work is Substantially Completed.

ARTICLE 11 INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

ADD to paragraph 11.1.1, the following:

- 11.1.1.9 The Liability insurance required by paragraph 11.1.1 shall be on a Commercial General Basis, including the following:

TYPE OF INSURANCE

- A. General Liability: \$1,000,000.00 per Occurrence
\$2,000,000.00 Aggregate
 - 1. Includes coverage for Premises / Operation Coverage and Products / Completed Operations.
 - 2. Must be Occurrence form coverage.

3. Coverage shall remain in force for the duration of the contract.
- B. Auto Liability: \$1,000,000.00 Each Accident
1. Covers all owned, leased, hired, and non-owned autos or "any auto".
- C. Workers Compensation:
1. Not applicable to firms with less than one employee, or to out-of-state firms unless hiring in New Mexico. When applicable, firm must provide coverage in accord to the New Mexico statutory limits as follows:
- a. \$1,000,000.00 – Bodily Injury: By Accident – Each Accident
- b. \$1,000,000.00 – By Disease: Policy Limit
- c. \$1,000,000.00 – By Disease: Each Employee
- D. Builder's Risk: Will be carried by the owner.
- E. City of Elephant Butte Named as Additionally Insured:
1. This condition is required for General Liability and Auto Liability.
2. This coverage must be as broad as the coverage provided to the insured.
3. Coverage must be primary and non-contributory before any other insurance or self-insurance.
4. A copy of endorsement for this coverage must be provided.
- F. Waiver of Subrogation: This condition is required on all coverage and must be stated on proof of insurance certificate.
- G. Notification: The certificate must state that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the City.
- H. Coverage must remain in force for the duration of the project.
ADD to paragraph 11.1.3, the following:
- 11.1.3.1 Contractor shall furnish one copy of the Certificates herein required for each copy of the Agreement, specifically setting forth evidence of all coverage required by paragraphs 11.1.1 and 11.1.2. The form of the Certificate shall be AIA Document G-1705 or other approved form. Contractor shall furnish the Owner copies of any endorsements that are subsequently issued amending coverage or limits.
- ADD the following paragraphs:
- 11.1.5 Commercial general liability and automobile liability insurance shall include as additional named insured: The Owner, the Architect, the Architect's consultants and engineers, and each of their officers, employees and agents, and any other persons with an insurable interest designated by the Owner as an additional named insured.
- 11.1.6 Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) day written notice to the certificate holder named. Failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

11.3 PROPERTY INSURANCE

ADD to paragraph 11.3.1, the following:

- 11.3.1 The Contractor will assume liability for the perils of fire, lightning, extended coverage as called for, and in addition will provide coverage for vandalism and malicious mischief (Builder's Risk Insurance). The Owner's insurance is subject to a deductible of \$1,000.00 on all losses. The Contractor will assume liability for the deductible and for glass breakage.

11.4 PERFORMANCE BOND AND PAYMENT BOND

ADD to paragraph 11.4.1, the following:

- 11.4.1.1 Execution of approved Performance Bond and approved Payment Bond, each in an amount of not less than one hundred percent (100%) of the contract price, conditioned upon the faithful performance of the Contract and upon payment of all persons supplying labor or furnishing materials, will be required of the successful bidder. Performance Bond and Payment Bond shall be executed by a surety company authorized to do business in the State of New Mexico. Surety shall be approved in Federal Circular 570 as published by the United States Treasury Department or the State Board of Finance. Performance Bond and Payment Bond shall be executed on the latest edition of AIA Form A-311.

ADD the following paragraphs:

- 11.4.3 Attorneys-In-Fact who sign Bid Bonds or Contract Bonds must file with each bond, a certified and effectively dated copy of their Power of Attorney.

- 11.5.4 Premium for bonds shall be paid for by the Contractor or his subcontractors.

ARTICLE 15 CLAIMS AND DISPUTES

15.4 ARBITRATION

ADD to paragraph 15.4.2, the following:

- 15.4.2 The parties to this Agreement hereby agree that the Arbitrator shall not have the right to award punitive damages or other exemplary relief to anyone under any circumstances whatsoever. The parties acknowledge that the New Mexico Uniform Arbitration Act gives them the right to remove the Arbitrator's power to award punitive damages and other exemplary relief from arbitration agreements, and they hereby exercise their right to delete such authority.

END OF SECTION

**SECTION 011100
SUMMARY OF WORK**

PART 1 – GENERAL

1.01 SUMMARY

A. This section includes the following:

1. General description of work.
2. Contractor's duties.
3. Work by others.
4. Work sequence.
5. Contractor use of site.
6. Identification of Entities
7. Definitions.
8. Abbreviations.

1.02 RELATED SECTIONS

- A. Section 007213 - General Conditions of the Contract.
1. Article 2: Basic responsibilities and rights of Owner.
 2. Article 3: Basic responsibilities of Contractor.
 3. Article 6: Owner's right to award separate contracts.

1.03 GENERAL DESCRIPTION OF WORK

- A. Work of this contract is for general construction of a new CMU retaining wall with concrete footing as well as demolition and removal an existing rail-road tie retaining wall:
1. Associated Sitework.
 2. Structural concrete foundations.

1.04 CONTRACTOR'S DUTIES

- A. Except as noted, provide and pay for all labor, materials, and equipment.
- B. Pay applicable and required taxes.
1. Taxes shall be included as separate amounts on Applications for Payment.
- C. Secure and pay for permits, fees, and licenses necessary for execution of the Work.
- D. Give required notices.
- E. Comply with codes, ordinances, regulations, and other legal requirements of public authorities, which bear on performance of Work.

- F. Request required inspections from public authorities, correct any noted deficiencies, and obtain certifications of satisfactory inspection.

- 1. Deliver certificates to the Architect in accordance with Section 017800 "Closeout Submittals".

1.05 WORK BY OTHERS

- A. None.

1.06 WORK SEQUENCE

- A. Coordinate construction schedule and operations with Owner and Architect.
- B. Construct work to accommodate Owner's occupancy requirements.

1.07 CONTRACTOR USE OF SITE

- A. Construction shall be limited to the project site.
 - 1. Restrict workmen from entering adjacent properties.
- B. Do not allow construction debris and waste to blow onto adjacent properties.
- C. Owner reserves the right to place and install equipment and furnishings in completed areas of buildings prior to Substantial Completion, provided Owner's installation does not interfere with construction.
 - 1. Placing of equipment and furnishings does not constitute acceptance of Work.

1.08 IDENTIFICATION OF ENTITIES

- A. Where the term "Architect" is used in the Contract Documents it is defined as the authorized representative designated by the Owner and acting within the scope of the particular duties entrusted to such representative.

- 1. Architect:
ASA Architects
201 North Alameda
Las Cruces, NM 88004
P 575.526.3111
F 575.523.9667
 - a. Principal in Charge: Ted Shelton
 - b. Project Architect: Robert Williams
 - c. Project Manager: Robert Williams

- B. Where the term "Owner" is used in the Contract Documents, it is defined as follows:

- 1. Owner:
City of Elephant Butte
103 Water Ave.
Elephant Butte, NM 87935
P 575.541.2502
F 575.541.2904

a. City Manager: Yovanne Lucero

1.09 DEFINITIONS

- A. Refer to Document 007213 "General Conditions of the Contract for Construction", Article 1.1 for definitions of terms used within Contract Documents.
- B. Additional terms used within the Specifications but not defined by Document 007213 "General Conditions" shall have the following definitions:
 - 1. Products: Materials, manufactured items, components, fixtures, machinery, equipment, or systems forming the Work but not including machinery, equipment, and other aids used for preparing, fabricating, conveying, and installing the Work.
 - 2. Supply: Furnish, deliver, and unload at the project site (Same meaning as furnish).
 - 3. Furnish: Supply, deliver, and unload at the project site (Same meaning as supply).
 - 4. Install: Operations at the project site to incorporate products into the work such as unpacking, assembling, anchoring, erecting, applying, placing, curing, finishing, and preparing for use.
 - 5. Provide: To supply or furnish a product and to also install it.
 - 6. Execution: Operations at the project site including preparatory actions, installing, and post installation adjusting, testing, cleaning, and demonstrating.

1.10 ABBREVIATIONS

- A. Abbreviations used within the Specifications are defined as follows. For abbreviations not listed, contact Architect for definitions.

ADA	Americans with Disabilities Act
ANSI	American National Standards Institute
ASTM	American Society for Testing and Materials
CF	Cubic feet
CFM	Cubic feet per minute
F	Fahrenheit
IBC	International Building Code
LB	Pound
LF	Linear feet
PSF	Pounds per square foot
PSI	Pounds per square inch
SF	Square feet
SY	Square yards
UL	Underwriters Laboratory

PART 2 – PRODUCTS: NOT USED

PART 3 – EXECUTION: NOT USED

END OF SECTION

**SECTION 014000
QUALITY REQUIREMENTS**

PART 1 – GENERAL

1.01 WORK INCLUDED

- A. This section includes the following:
 - 1. Installation quality control.
 - 2. Reference standards.
 - 3. Field samples.
 - 4. Inspection and testing laboratory services.
 - 5. Manufacturer's field services and reports.

1.02 RELATED SECTIONS

- A. Section 007213 - General Conditions of the Contract.
 - 1. Article 3.3: Contractor's supervision and construction procedures.
 - 2. Article 12: Contractor's responsibility for uncovering and correction of work.
 - 3. Article 13.5: Requirements for tests and inspections.

1.03 INSTALLATION QUALITY CONTROL

- A. Monitor and maintain quality control over manufacturers, suppliers, subcontractors, work force, site conditions, products, and services to ensure Work is of specified, consistent quality.
- B. Workmanship:
 - 1. Specified requirements represent a minimum acceptable quality for Work. Comply with industry standards except when more stringent specified requirements and tolerances indicate higher standards or more precise workmanship.
 - 2. Perform work with suitable qualified personnel to produce work of specified quality.
 - 3. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and distortion.
- C. Manufacturer's instructions:
 - 1. Comply fully with manufacturer's written instructions and perform steps in manufacturer's recommended sequence.
 - 2. Should instructions conflict with Contract Documents, request clarification from the Architect before proceeding.

1.03 REFERENCE STANDARDS

- A. When specifications require conformance to a reference standard, applicable standard shall be the edition current at the date of receiving bids.

- B. Should specified reference standard conflict with Contract Documents, request clarification from the Architect.
- C. Contractual relationship, duties, and responsibilities of the parties to the Contract, including those of The Architect, shall not be altered from that stated in the Contract Documents by mention or inference to the contrary in a specified reference standard.

1.04 FIELD SAMPLES

- A. When required by an individual specification section, install field samples for review by the Architect.
- B. Acceptable installed sample shall remain as part of Work and shall represent quality level for that item of work.
 - 1. Unacceptable sample shall be removed and replaced, repaired, or refinished as directed by the Architect.

1.05 INSPECTION AND TESTING LABORATORY SERVICES

- A. Contractor shall make arrangements, bear costs, and employ an independent firm acceptable to the Architect and the Owner to perform inspections and compliance testing for the following:
 - 1. Earthwork compaction.
 - 2. Concrete.
 - 3. Masonry mortar.
 - 4. Other materials, components, and systems where testing to determine compliance with Contract Documents is required.
- B. Submit within fourteen (14) days of date of Agreement Between Owner and Contractor, testing laboratory qualifications for acceptance by the Architect.
- C. Testing firm shall perform inspections, tests, and other services specified in individual specification sections and as required.
- D. **Testing firm shall submit directly to the Architect one (1) copies of reports** indicating observations and results of inspections and tests with indication of compliance or non-compliance with Contract Documents.
 - 1. Additional copies may be required to be distributed to Owner and/or other Engineering Consultants at the direction of the Architect.
- E. Contractor's responsibilities:
 - 1. Cooperate with testing firm and furnish materials and other products to be tested.
 - a. Provide assistance in accessing and obtaining samples.
 - b. Provide storage for samples and testing equipment.
 - 2. Notify Architect two (2) days prior to operations requiring testing services.
 - 3. Make arrangements with testing firm and pay for additional samples and tests required for Contractor's use.

- F. Retesting: Retesting required due to non-conformance with specified requirements shall be performed by same testing firm and paid for by the Contractor.

1.06 MANUFACTURER'S FIELD SERVICES AND REPORTS

- A. When required by an individual specification section, provide services of manufacturer's field representative to observe site conditions, installation, quality of workmanship, starting of equipment, testing and adjusting equipment, and as applicable, to instruct and supervise field operations.
- B. Submit qualifications of manufacturer's field representative to Architect for approval fifteen (15) days in advance of required observation.
- C. Manufacturer's field representatives shall report observations, site decisions, and instructions given to installers that are supplemental or contrary to manufacturer's written instructions.
- D. Submit report of field representative within thirty (30) days of observation.

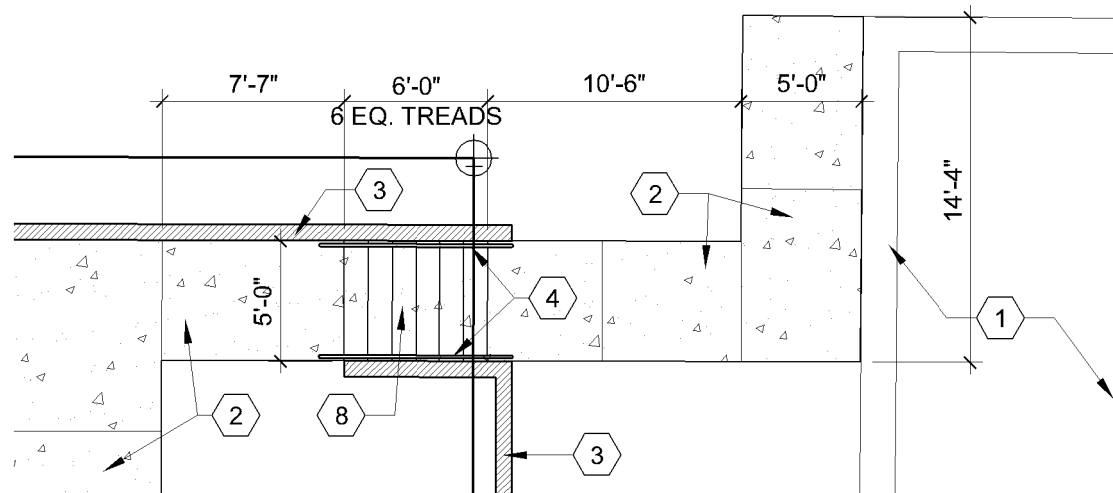
PART 2 – PRODUCTS

NOT USED

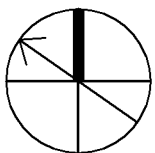
PART 3 – EXECUTION

NOT USED

END OF SECTION



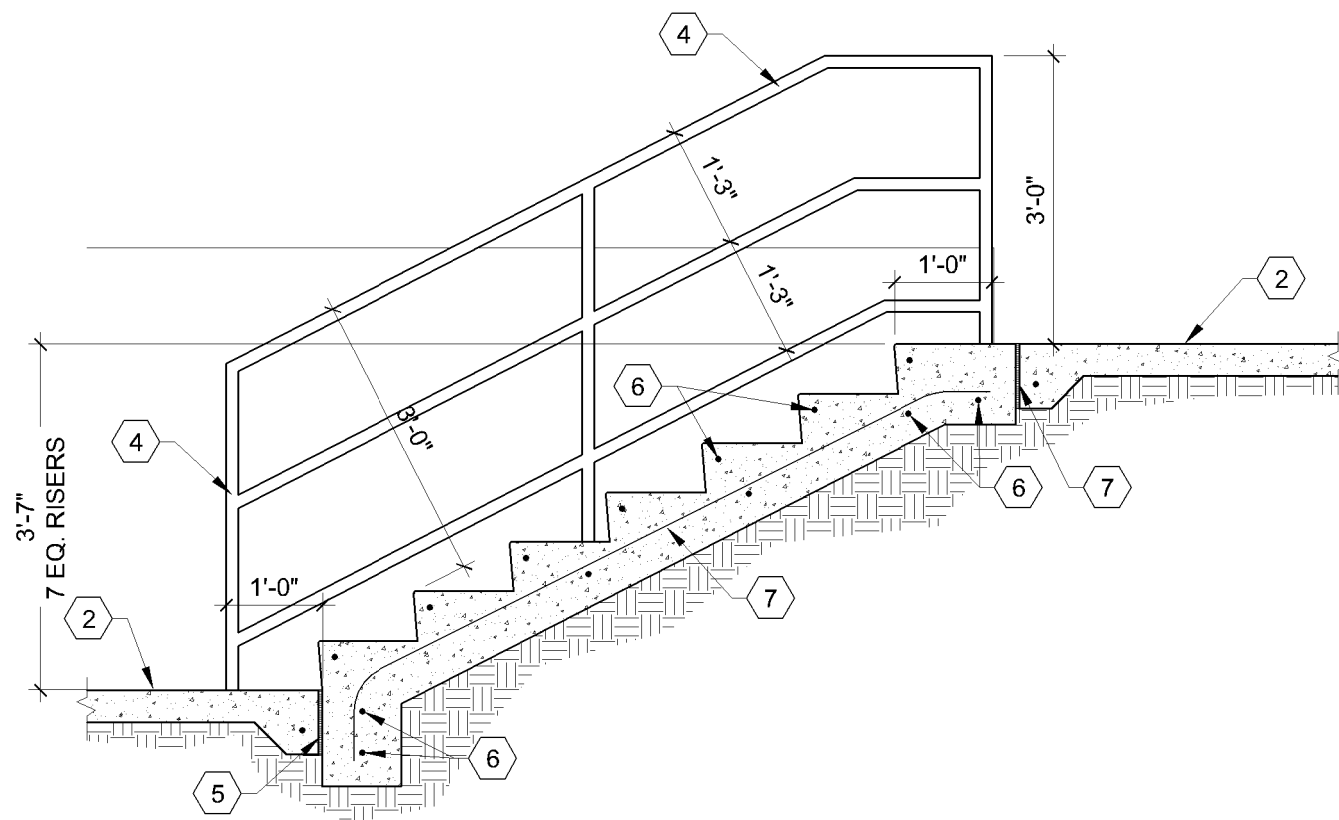
PLAN
NORTH



A1

PARTIAL SITE PLAN

1/8"=1'-0"



A1

STAIR SECTION

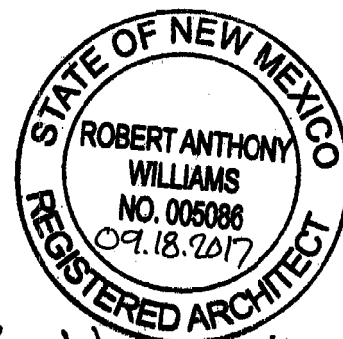
1/2"=1'-0"

GENERAL NOTES

1. FIELD VERIFY EXISTING CONDITIONS, PRIOR TO WORK.
2. STAIR DESIGN BASED ON GRADES SHOWN ON CIVIL DRAWINGS, CONTRACTOR SHALL VERIFY THE EXACT ELEVATION DIFFERENCE PRIOR TO CONSTRUCTION OF STAIR AND NOTIFY THE ARCHITECT OF ANY DISCREPANCIES IN FINISH ELEVATIONS.
3. CONTRACTOR SHALL ENSURE THAT NO WATER SITS ON THE SURFACE OF THE STAIR OR LANDINGS AT THE TOP OR BOTTOM, ENSURE PROPER DRAINAGE AWAY FROM STAIR.

KEYED NOTES

1. EXISTING CURB AND PAVEMENT TO REMAIN.
2. NEW CONCRETE WALKWAY, ENSURE PROPER DRAINAGE.
3. RETAINING WALL, REFERENCE CIVIL DRAWINGS FOR FINISH GRADES.
4. 1 1/2" DIA. STEEL PIPE HAND RAIL, ALL WELDS GROUND SMOOTH AND ENTIRE RAIL TO BE PAINTED.
5. 1/2" EXPANSION MATERIAL
6. #4 REBAR, FULL WIDTH OF STAIR.
7. 6x6 WELDED WIRE MESH.
8. NEW CONCRETE STAIR.



Robert Anthony Williams

ASA ARCHITECTS

201 N. ALAMEDA
LAS CRUCES, NM 88005
575-526-3111

ANNEX RETAINING WALL RE-BID

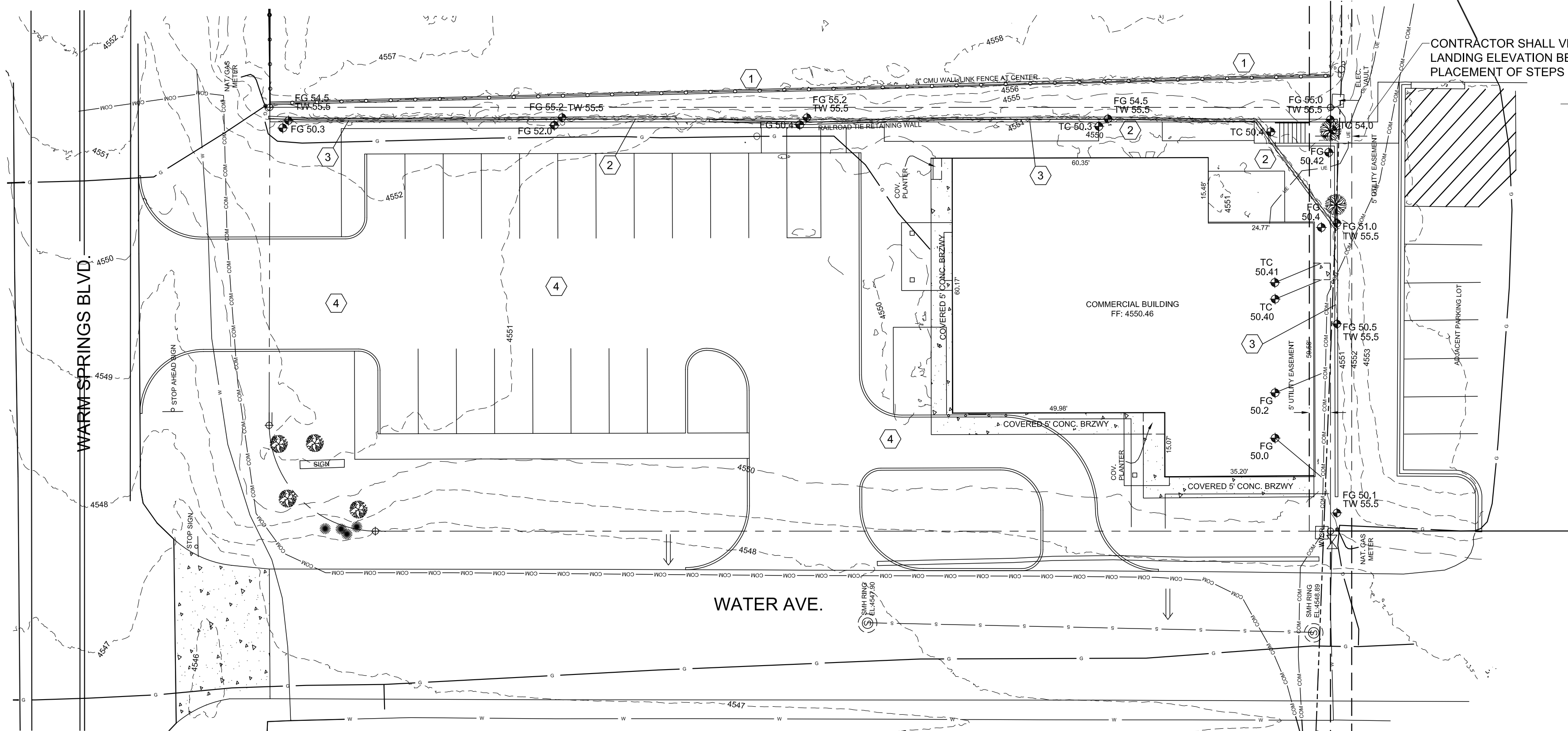
CITY OF ELEPHANT BUTTE
103 WATER AVE.
ELEPHANT BUTTE, NEW MEXICO

PROJ. NO.: 16114L

ISSUED BY: RAW

DATE: 09.19.2017

SKA-01



LEGEND

- 4170 --- = EXISTING 1' INTERVAL CONTOUR
- TW 55.0 = TOP OF WALL / FINISH GRADE ELEVATION
- FG 50.4 = TOP OF CONCRETE ELEVATION
- TC 50.3 = TOP OF CONCRETE ELEVATION
- FG 50.1 = FINISH GRADE ELEVATION

KEYED NOTES

- EXISTING BLOCK WALL
- EXISTING RAILROAD TIE WALL TO BE REMOVED
- NEW ROCK RETAINING WALL
- FUTURE IMPROVEMENTS

GENERAL NOTES

- THE ENGINEER AND OWNER ARE NOT RESPONSIBLE FOR JOB SITE SAFETY OR COMPLIANCE WITH OSHA REGULATIONS.
- SHOULD CONFLICTING INFORMATION OR INTERFERENCE PROBLEMS APPEAR IN THE CONSTRUCTION DRAWINGS, THE CONTRACTOR SHALL BRING THAT INFORMATION TO THE ATTENTION OF THE DESIGN ENGINEER IMMEDIATELY AND PRIOR TO INSTALLATION. FAILURE TO DO SO SHALL NOT BE BASIS FOR EXTRA PAYMENT.
- ANY EXISTING UTILITY LOCATIONS SHOWN IN THESE CONSTRUCTION DRAWINGS ARE FOR INFORMATION PURPOSES ONLY. THE CONTRACTOR SHALL CONTACT THE APPROPRIATE UTILITY COMPANY AND NEW MEXICO ONE CALL.
- CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES BEFORE COMMENCING WORK AND SHALL BE RESPONSIBLE FOR COMPLYING WITH NEW MEXICO ONE CALL PROCEDURES. ANY DAMAGE TO EXISTING UTILITIES WILL BE THE CONTRACTOR'S RESPONSIBILITY.
- ALL FILL MATERIAL SHALL COMPLY WITH SPECIFICATIONS PROVIDED.
- ALL EMBANKMENT AND FILL MATERIAL SHALL BE COMPACTED TO 95% OF THE MAX. DRY DENSITY IN ACCORDANCE WITH ASTM D-1557 AND PLACED IN MAXIMUM 6" LIFTS.
- CONTRACTOR IS FULLY RESPONSIBLE FOR ALL CONSTRUCTION SAFETY, AND SHALL COMPLY WITH ALL REQUIREMENTS OF FEDERAL, STATE AND LOCAL AGENCIES.
- CONTRACTOR IS REQUIRED TO SUBMIT COMPLETED AS-BUILT DRAWINGS TO DESIGN ARCHITECT.
- ONE CALL LOCATES SHALL BE FIELD VERIFIED BY THE CONTRACTOR THROUGH POTHOLING AND COORDINATION WITH UTILITY OWNER.

ASA ARCHITECTS



201 N. Alameda
P.O. Box 146
Las Cruces, NM 88004
p 575.526.3111 f 575.523.9667
www.asa-architects.com

08/28/17

ELEPAHNT BUTTE ANNEX/ AND OR
CITY HALL PROJECT

for:
CITY OF ELEPHANT BUTTE
103 WATER AVE., ELEPHANT BUTTE, NM 87935

1 FOUNDATION PLAN

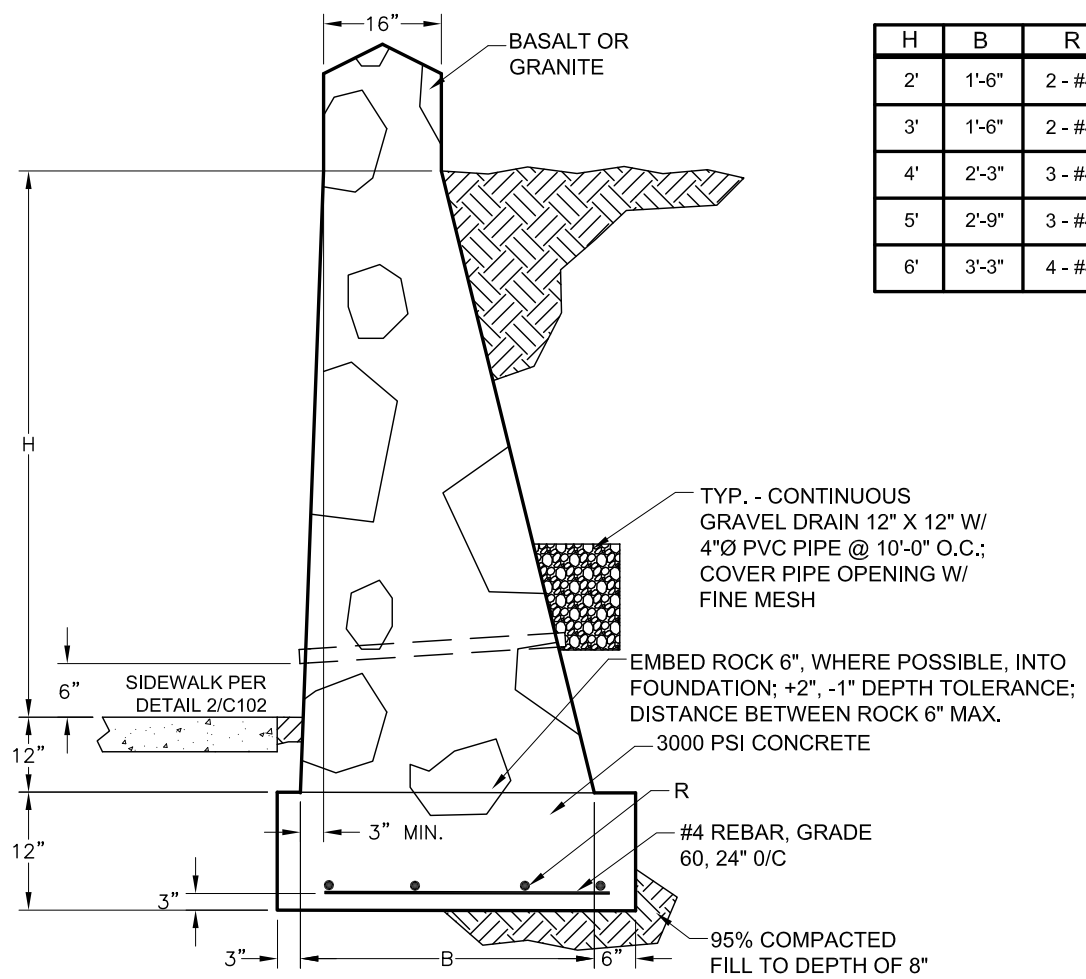
SCALE: 1" = 20'

RETAINING WALL OPTION:

TWO WALL DESIGNS PROVIDED; OWNER PREFERENCE

RETAINING WALL TABLE

H	B	R
2'	1'-6"	2 - #4
3'	1'-6"	2 - #4
4'	2'-3"	3 - #4
5'	2'-9"	3 - #4
6'	3'-3"	4 - #4



3 ROCK RETAINING WALL

NOT TO SCALE

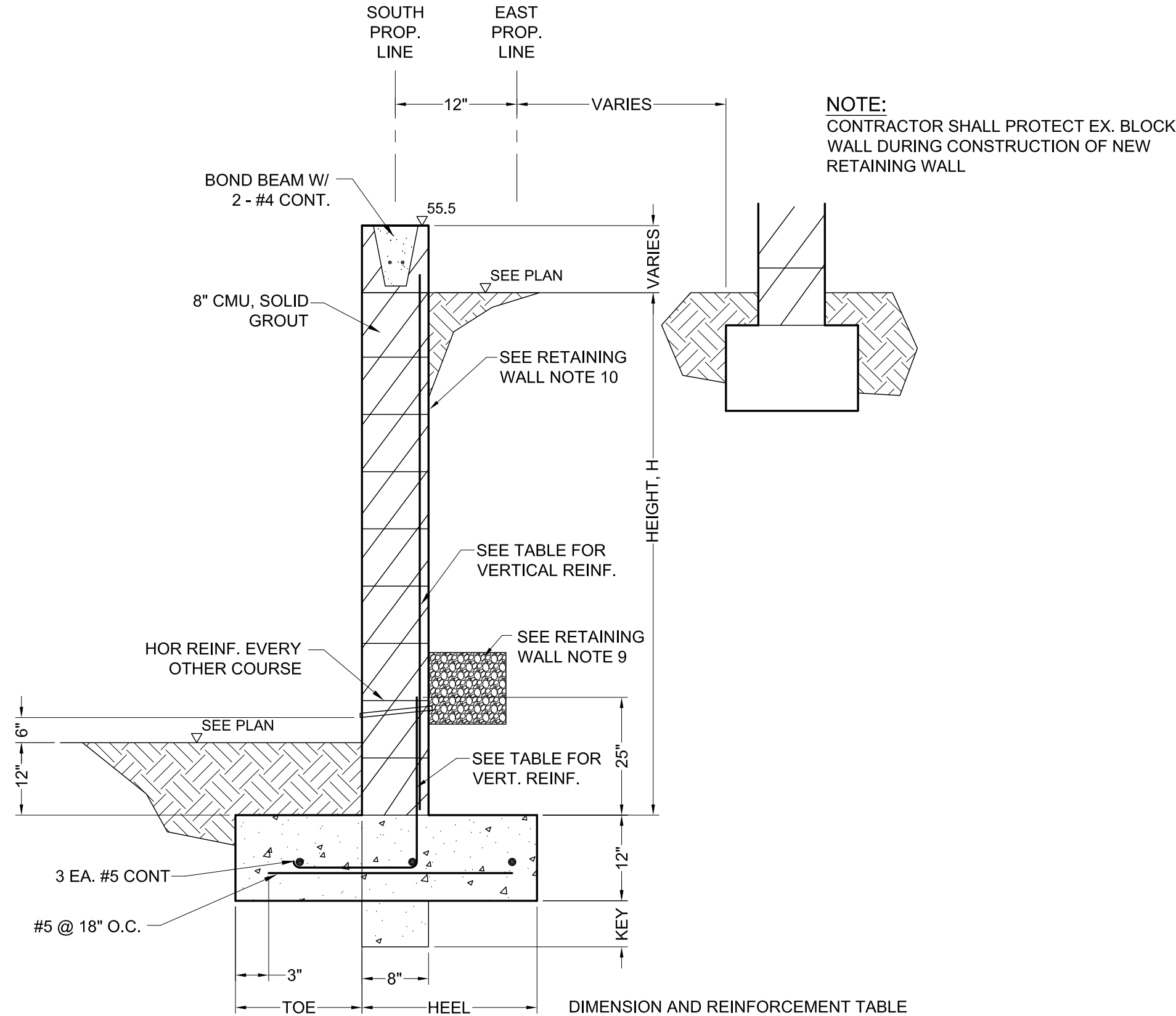
RETAINING WALL NOTES

GENERAL NOTES:

- BACKFILL MUST CONFORM TO, OR EXCEED THE CAPABILITIES OF ASSUMPTIONS.
- BACKFILL MUST BE COMPACTED, BY HAND OPERATED EQUIPMENT, WITHIN 5' OF WALL, TO MIN. 95% OF MODIFIED PROCTOR.
- DRAINAGE MUST BE PROVIDED.
- BACKFILL TO MATCH EXISTING.
- SUBGRADE BEARING CAPACITY > 1500 PSF.
- CONCRETE SHALL BE 3,000 PSI MIN.
- SUBGRADE COMPACTED TO 95% OF MODIFIED PROCTOR
- SUBGRADE SHALL BE PREPARED ACCORDING TO GEOTECHNICAL REPORT IF AVAILABLE. OR, AS A MINIMUM, IT SHALL BE OVEREXCAVATED TO A DEPTH OF 24" BELOW BOTTOM OF FOOTING, THEN BACKFILLED W/ ENGINEERED FILL AND COMPACTED TO 95% OF MODIFIED PROCTOR.
- 12"x12" GRAVEL W/ 2"Ø DRAIN TUBES @ 10' O.C. (OR SIMILAR DRAINAGE).
- COAT UNEXPOSED CMU SURFACE W/ "Q" BOND SURFACE BONDING CEMENT (OR SIMILAR) AS WATER STOP.

MATERIAL PROPERTIES:

- UNIT WEIGHT OF BACKFILL, γ_s = 120 PCF
- ANGLE OF INTERNAL FRICTION, ϕ = 27°
- SOIL CLASSIFICATION (USCS) = SM
- COEFFICIENT OF FRICTION (CONCRETE TO SAND), μ = 0.25
- UNIT WEIGHT OF CONCRETE, γ_c = 145 PCF
- UNIT WEIGHT OF WALL MATERIAL, γ_w = 145 PCF



DIMENSION AND REINFORCEMENT TABLE

H"	TOE	HEEL	VERT REINF	KEY	COURSES	FTG WIDTH
3'-4"	1'-4"	1'-4"	#5 @ 48"	0"	5	2'-8"
4'-8"	1'-6"	1'-8"	#5 @ 48"	0"	7	3'-2"
6'-0"	2'-0"	2'-0"	#5 @ 24"	12"	9	4'-0"

* IF WALL HEIGHT, H EXCEEDS VALUE GIVEN, USE NEXT HIGHER VALUE

2 CMU RETAINING WALL

NOT TO SCALE

RETAINING
WALL

SHEET NO:

C-102