INVITATION TO BID
CONSTRUCTION CONTRACT

BID NUMBER:

ITB-2026-01

Sealed bid opening date:
May 5, 2026 at 2:00 pm local time
FARMINGTON MUNICIPAL SCHOOL DISTRICT

PROJECT: PIEDRA VISTA HS SHELTER/PAVILION

DISTRICT PROJECT NO.: N/A

PSFA PROJECT NO.:NA

PSFA FUNDING: [ ] YES [X] NO

DESIGN PROFESSIONAL OF RECORD:
Greta Quintana, P.E. GEOMAT

BID OPENING ADDRESS:
FARMINGTON MUNICIPAL SCHOOL DISTRICT
3401 E. 30TH STREET
SUITE A
FARMINGTON NM 87402
Telephone: (505) 324-9840
Fax:

OWNER:
FARMINGTON MUNICIPAL SCHOOL DISTRICT
3401 E 30TH STREET SUITE A
Farmington, NM 87402
(505) 324-9840

DATE: APRIL 12, 2026

Lisa Evans:
Chief Procurement Officer
(505) 324-9840 Ext 1518 levans@fms.k12.nm.us

IMPORTANT: BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE WITH THE BID NUMBER AND OPENING DATE CLEARLY INDICATED ON THE BOTTOM LEFT HAND SIDE OF THE FRONT OF THE ENVELOPE.

SEALED BIDS WILL BE RECEIVED AT THE ABOVE SPECIFIED DATE, LOCAL TIME AND ADDRESS THEN PUBLICLY OPENED AT THE ABOVE SPECIFIED ADDRESS AND READ ALOUD. BIDS NOT RECEIVED BY THE ABOVE SPECIFIED DATE, LOCAL TIME AND AT THE LISTED ADDRESS PRIOR TO BID TIME, WILL NOT BE OPENED OR CONSIDERED. DELIVERY IS SOLELY THE RESPONSIBILITY OF THE BIDDER.

THIS BID IS SUBJECT TO THE REQUIREMENTS OF THE BIDDING DOCUMENTS AS DEFINED IN THE "INSTRUCTIONS TO BIDDERS," SECTION 00100.

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

IF PUBLIC SCHOOL CAPITAL OUTLAY COUNCIL – PUBLIC SCHOOL FACILITIES AUTHORITY (PSFA) HAS FUNDED THIS PROJECT IN WHOLE OR IN PART, OWNER, REFERRED TO THROUGHOUT THE CONTRACT DOCUMENTS, TO BE BOTH THE SCHOOL DISTRICT AND THE PSFA AS IF SINGULAR IN NUMBER

This mailing contains three pages

BIDDING DOCUMENTS MAY BE REVIEWED AT THE FOLLOWING LOCATIONS:

1. Farmington Municipal Schools District Website. Electronic Plans are available by request.
2. Owner's location as listed on page 1 of this Invitation to Bid or as determined by Owner

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

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

In submitting this bid, each Bidder must satisfy all terms and conditions of the Bidding Documents. All work covered by this Invitation to Bid shall be in accordance with applicable state laws and, if bid amount is $60,000 or more, is subject to the minimum wage rate determination issued by the office of the Labor Commissioner for this project. If the bid amount of the contractor or any subcontractor exceeds $50,000, the contractor and/or subcontractor must comply with the registration requirements pursuant to the Public Works Minimum Wage Act.

Bid Security, if bid greater than $25,000, in the form of a surety bond executed by a surety company authorized to do business in the State of New Mexico in the amount of **5%** of the total bid, or the equivalent in cash by means of a cashier's check or in a form satisfactory to the Owner, must accompany each bid in accordance with the Instructions to Bidders.

A 100% Performance Bond and a 100% Payment and Materials Bond executed by a surety company authorized to do business in the State of New Mexico shall be required from the successful Bidder prior to award of contract.

A completed Subcontractor Listing Form must accompany each bid.

Each subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract (to the Contractor) for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more. Failure of a Subcontractor to provide required bond shall not subject the Owner to any increase in cost due to approved substitution of Subcontractor.

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

No Bidder may withdraw his bid for **45 days** after the actual date of the opening thereof.

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

Attention of the Bidder is particularly directed to the current requirements as to Resident Contractor's Preference per Section 13-4-3 NMSA 1978. The provisions of Sections 13-4-1 through 13-4-4 NMSA 1978 are not applicable to projects receiving Federal aid or when the expenditure of Federal funds designated for a specific contract is involved.

Requests for approval of substitutions for "or equal" material or equipment, if allowed by the contract documents, must include a detailed itemized comparison of the proposed substitution with the specified product and be submitted at least 10 days prior to the bid date in accordance with Paragraph 3.3 of the Instructions to Bidders.

A **pre bid meeting** is scheduled approximately 15 days, but, not less than 10 days, prior to the bid date at:

LOCATION: Farmington Municipal Schools Administration Office
3401E. 30th Street Suite A
Farmington, NM 87402

On:
DATE: April 20, 2026 TIME: 1:00 PM local time

END OF INVITATION TO BID

INSTRUCTIONS TO BIDDERS
Section 00 2113

1.0 DEFINITIONS AND TERMS

1.1 Terms used in these Bidding Documents which are defined in the Instructions to Bidders and in the Conditions of the Contract for Construction (General, Supplementary, and Other Conditions) have the meanings assigned to them in those documents.

A. **ADDENDUM:** A written or graphic instrument issued prior to the opening of Bids which clarifies, corrects, or changes the Bidding Documents or Contract Documents. Plural: addenda.

B. **ALTERNATE BID:** If requested by the Bidding Documents, the ~~A~~amount to be added to the Base Bid if the corresponding change in the project scope, materials, and/or methods of construction is awarded by the Owner.

C. **BASE BID:** Amount stated in the Bid as the sum for which the Bidder offers to perform the work, excluding alternate Bids.

D. **BID:** The offer of the bidder submitted on the prescribed form setting forth the prices for the work to be performed in conformance with the Bidding Documents.

E. **BID LOT:** A major item of work for which a separate quotation or proposal is requested.

F. **BIDDER:** One who submits a Bid directly to the Owner, as distinct from a subcontractor who submits a bid to a contractor.

G. **BIDDING DOCUMENTS:** The Bidding Requirements and the Contract Documents.

H. **BID FORM:** A form which includes a specific space in which the bid price shall be inserted and which the Bidder shall sign and submit along with all other necessary submissions. A Bidder may submit a reasonable facsimile of the Bid Form. ~~.~~ Bids received by facsimile or in electronic format will not be accepted.

I. **BIDDING REQUIREMENTS:** Notice of Invitation to Bid, Prebid Information, Instructions to Bidders, Information Available for Bidders, the Bid Form, Supplements to the Bid Form, and portions of Addenda relating to any of these.

J. **DAY:** Day shall mean calendar day unless defined otherwise.

K. **INVITATION FOR BID:** All documents including those attached or incorporated by reference or utilized for soliciting sealed bids.

L. **RESPONSIBLE BIDDER:** A Bidder who is properly licensed in accordance with the Construction Industries Licensing Act and submits a Responsive Bid and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of the services, construction, or items of tangible personal property described in the Invitation for Bid.

M. **RESPONSIVE BID:** A bid which conforms in all material respects to the requirements set forth in the Invitation for Bid.

N. **SUCCESSFUL BIDDER:** The lowest Responsible Bidder to whom the Owner, on the basis of the Owner's evaluation, makes an award. A Successful Bidder does not become the contractor until an agreement with the Owner is signed.

2.0 EXAMINATION OF BIDDING DOCUMENTS AND SITE

2.1 Before submitting a Bid, each Bidder must, in accordance with the General Conditions with special attention to Article's 1 and 3.:

A. Examine the Bidding Documents thoroughly;

B. Visit the site to familiarize himself with local conditions that may in any manner affects cost, progress, or performance;

C. Familiarize himself with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the Work; and

D. Study and carefully correlate the Bidder's observations with the Bidding Documents.

2.2 On request, the Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid.

2.3 The lands upon which the Work is to be performed, rights-of-way for access thereto, and other lands designated for use by the Contractor in performing the work are identified in the Bidding Documents.

2.4 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Section and that the Bidding Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.0 BIDDING DOCUMENTS

3.1 COPIES OF BIDDING DOCUMENTS

3.1.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Invitation may be obtained from the Design Professional (unless another issuing office is designated in the Invitation for Bid). The deposit will be refunded to Bidders who submit a bona-fide bid and return the bidding Documents in good and complete condition within fifteen (15) calendar days after opening of Bids.

3.1.2 Complete sets of Bidding Documents shall be used in preparing bids; neither the Owner nor the Design Professional assumes responsibility for errors or misinterpretations resulting from the use of incomplete or partial Bidding Documents.

3.1.3 The Owner and Design Professional, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3.2 INTERPRETATIONS

3.2.1 All questions about the meaning or intent of the Bidding Documents shall be submitted to the Design Professional in writing. Replies will be issued by Addenda and mailed or delivered to all parties recorded by the Design Professional as having received the Bidding Documents. **Questions received less than seven (7) days prior to the date for opening of Bids will not be formally answered**. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

3.2.2 Bidders and Subcontractors shall promptly notify the Design Professional of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.

3.3 SUBSTITUTE MATERIAL AND EQUIPMENT

The contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or **"or-equal"** item of material or equipment may be furnished or used by the contractor if acceptable to the Design Professional, application for such acceptance will not be considered by the Design Professional unless submitted to the Design Professional with a detailed itemized comparison of the proposed substitution against the specified product at least **ten (10) days prior to the date for opening Bids**. Any product with a 5 (five) year or greater extended warranty must be submitted no less than **forty-five (45) days prior to the opening of Bids, along with the same itemized comparison, to be considered by the Design Professional.** Any allowance of substitutions will be published to all prospective Bidders via addendum. The procedure for submittal of any such application by the Contractor and consideration by the Design Professional is set forth in the Contract Documents.

3.4 ADDENDA

3.4.1 Addenda will be mailed or delivered to all who are known by the Design Professional to have received a complete set of Bidding Documents.

3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

3.4.3 **Addenda will be issued no later than four (4) days prior to the date for receipt of Bids**, except an addendum withdrawing the request for bids or one which includes postponement of the date for receipt of Bids.

4.0 BIDDING PROCEDURES

4.1 FORM AND STYLE OF BIDS

4.1.1 Bids shall be submitted on forms identical to the form included with the Bidding Documents.

4.1.2 All blanks on the Bid Form shall be filled in by typewriter or manually in ink.

4.1.3 Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and, in case of discrepancy between the two, the amount written in words shall govern.

4.1.4 Any interlineation, alteration, or erasure must be initialed by the signer of the bid.

4.1.5 All requested Additive Alternate Bids shall be bid. If no change in the Base Bid is required, enter "No Change." Deductive Alternates shall not be used.

4.1.6 Where there are two or more major items of work (identified as "Bid Lots") for which separate quotations are requested, the Bidder may, at his discretion, submit quotations for any or all items, unless otherwise specified. Additionally, the Bidder may submit a lump sum price for all lots for which the Bidder has submitted separate quotations.

4.1.7 Each copy of the bid shall include the complete name of the Bidder and a statement that the Bidder is a sole proprietor, a partnership, a corporation, or some other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the State of incorporation and have the applicable New Mexico Certificate of Incorporation number or Certificate of Authority number. The Bid shall include the current contractor's license number and type, Department of Workforce Solutions Minimum Wage Act registration number (DWS#), and the current Contractor's preference number. A bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder.

4.1.8 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

4.1.9 The address to which communications regarding the Bid are to be directed must be shown.

4.1.10 The Project Name and Number, as well as the Invitation to Bid Number, shall be clearly shown on the outside of the envelope in which the sealed Bid is submitted.

4.2 BID SECURITY

4.2.1 Bid security in an amount equal to at least five percent (5%) of the amount of the Bid shall be a bond provided by a surety company authorized to do business in this State, or the equivalent in cash, a cashier's check, or otherwise supplied in a form satisfactory to the Owner (Section 13-1-146, NMSA 1978) and approved in writing by the Owner in advance. All General Contractor, or Primary Contractor, or Construction Manager at Risk Bonds shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, United States Treasury Department.

4.2.2 The bid security shall be in the amount of five percent (5%) of the highest Bid amount submitted, unless otherwise stipulated, pledging that the Bidder will enter into a Contract with the Owner on the terms stated herein and will furnish bonds covering the faithful performance of the Contract and payment of all obligations arising there under. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until:

A. the Contract has been executed and bonds have been furnished,
B. the specified time has elapsed so that Bids may be withdrawn, or
C. all Bids have been rejected.

4.2.4 When the Bidding Documents require bid security, noncompliance by the Bidder requires that the Bid be rejected (13-1-147A, NMSA 1978).

4.2.5 If a Bidder is permitted to withdraw his Bid before award, no action shall take place against the Bidder or the bid security (13-1-147B, NMSA 1978).

4.2.6 The Owner may reduce bid security requirements authorized by the Procurement Code (13-1-28 to 13-1-199, NMSA 1978) to encourage procurement from small businesses. Reduction, if any, and the manner thereof will be stipulated in Paragraph 7. Reduction of the amount of bid security, if any, shall in no way reduce requirements for Performance, Payment, or other Bonds referenced in the Bidding Documents.

4.3 PREBID CONFERENCE

4.3.1 The Design Professional of Record shall conduct a **Prebid Conference** approximately **fifteen (15), but not less than ten (10) days prior to the bid opening** date stated in the Invitation to Bid.

4.3.2 The Design Professional of Record and his consultants, as applicable, shall be represented. Prospective Bidders, Prospective Subcontractors, and Prospective Vendors are encouraged to attend and should be prepared to ask questions regarding substitutions and to request clarification of the Bidding Documents. The failure of a Bidder, Subcontractor, or Vendor to attend shall be interpreted to mean that the Bidding Documents are clear and acceptable to all non-participants at the Prebid Conference. Such clarity and acceptability shall be presumed with respect to all Bidders.

4.3.3 Questions and requests for clarification presented in written form will receive written response, and if warranted, issued as Addenda. No verbal response shall be binding.

4.4 RESIDENT OR VETERAN CONTRACTOR'S PREFERENCE

4.4.1 When Bids are received from nonresident contractors and resident or veteran contractors and the lowest responsible Bid is from a nonresident contractor, the contract shall be awarded to the resident or veteran contractor whose Bid is nearest to the bid price of the otherwise low nonresident contractor if the Bid price of the resident or veteran contractor is made lower than the Bid price of

the nonresident contractor when multiplied by the appropriate factor as established by the NM Taxation and Revenue Department.

4.4.2 No contractor shall be treated as a resident or veteran contractor in the awarding of public works contracts by the Owner unless the contractor has qualified with the NM Taxation & Revenue Department as a resident or veteran contractor pursuant to this section by making application to the NM Taxation & Revenue Department and receiving a certification number. Previous certification as a resident or veteran contractor by the NM General Services Department is valid until January 1, 2012. For convenience, and without warranty that the process is current, the procedure for application and certification is as follows:

A. The contractor seeking to qualify as a resident or veteran contractor shall complete the application form and submit it to the NM Taxation & Revenue Department) prior to the submission of a Bid on which the contractor desires to be given a preference (see Pages 00000-2 thru 00000-6);

B. The NM Taxation & Revenue Department shall examine the application and, if necessary, may seek additional information or proof so as to be assured that the Prospective Contractor is indeed entitled to certification as a resident or veteran contractor pursuant to Section 13-1-22, NMSA 1978. If the application is in proper form, the NM Taxation & Revenue Department shall issue the contractor a distinctive certification number, which is valid for three years from the date of issuance and which, when used on Bids and other purchasing documents for State agencies or local public bodies, entitles the contractor to treatment as a resident or veteran contractor under Subparagraph 4.4.1 of this section; and

C. The certification number issued pursuant to Subparagraph B of this section may be revoked by the NM Taxation & Revenue Department by making a determination that the contractor no longer meets the requirements of a resident or veteran contractor as defined in Section 13-1-22, NMSA 1978.

4.5 SUBCONTRACTORS

4.5.1 The bidder shall list the Subcontractors he proposes to use for all trades or items on the Subcontractor Listing Form attached to the Bidding Documents. This requirement does not apply to second tier subcontractors, material suppliers, or subcontractors whose contract is for an amount no greater than the listing trhreshold described by Subsection A of 13-4-34 below. Requirements for Subcontactors pursuant to Chapter 18, Laws of 1988, 2nd Session; are as follows:

AN ACT

RELATING TO CONSTRUCTION INDUSTRIES; ENACTING THE SUBCONTRACTOR FAIR PRACTICES ACT.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

13-4-31 SHORT TITLE

Section 1 through 12 of this act may be cited as the "Subcontractors Fair Practices Act".

13-4-32 LEGISLATIVE FINDINGS

The legislature finds that the practices of bid shopping and bid peddling in connection with the construction, alteration and repair of public works projects often result in poor quality of material and workmanship to the detriment of the public, deprive the public of the full benefits of fair competition among contractors and subcontractors and lead to insolvencies and loss of wages to employees.

13-4-33 DEFINITIONS

As used in the Subcontractors Fair Practices Act:

A. "contractor" means the prime contractor on a public works construction project who contracts directly with the using agency;

B. "subcontractor" means a contractor who contracts directly with the contractor;

C. "listing threshold" means the dollar amount, stipulated in the bidding documents, above which subcontractors must be listed;

D. "notice" means information, advice or a written warning intended to apprise a contractor, subcontractor or using agency of some proceeding in which the contractor's, subcontractor's or using agency's interests are involved or to inform him of some fact that is his right to know. Notice may be sent to a contractor, subcontractor or using agency by certified or registered mail and shall be deemed to be completed upon date of mailing; and

E. "using agency" means any state agency or local public body requiring services or construction.

(F.) (added for clarity from 13-4-13.1) "listed subcontractor" means a subcontractor who is currently registered with the labor and industrial commission.

13-4-34 LISTING OF SUBCONTRACTORS; REQUIREMENTS

A. Any using agency taking bids for any public works construction project shall provide in the bidding documents prepared for that project a listing threshold which shall be five thousand dollars ($5,000) 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. If the bidding documents do not include a listing threshold, then the using agency shall supply the listing threshold. If the listing threshold has not been included, the bid opening shall be postponed until the using agency has complied with this section. Any contractor or subcontractor interested in bidding may apply to the district court in the county in which the project will be located for an injunction preventing the bid opening until the using agency has complied with this section. Any person submitting a bid shall in his bid set forth:

(1) the name and the city or county of the place of business of each subcontractor under subcontract to the contractor who will perform work or labor or render service to the contractor in or about the construction of the public works construction project in an amount in excess of the listing threshold; and

(2) the category of the work that will be done by each subcontractor. The contractor shall list only one subcontractor for each category as defined by the contractor in his bid.

B. A bid submitted by a contractor who fails to comply with the provisions of Subsection A of this section is a non-responsive bid which shall not be accepted by a using agency.

13-4-35 EXEMPTION

With the exclusion of that portion of work covering street lighting and traffic signals, the Subcontractors Fair Practices Act shall not apply to contracts for the construction, improvement or repair of streets or highways, including bridges, underground utilities within easements including but not limited to water lines, sewer lines and storm sewer lines.

13-4-35.1 APPLICATION OF ACT

The Subcontractors Fair Practices Act shall not apply to any transaction occurring after the contractor and the listed subcontractor have executed a subcontract unless subsequent action on the subcontract relates to subcontractor listing requirements.

13-4-36 SUBSTITUTION OF SUBCONTRACTOR

A. No contractor whose bid is accepted shall substitute any person as subcontractor in place of the subcontractor listed in the original bid, except that the using agency shall consent to the substitution of another person as a subcontractor:

(1) when the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when such written contract, based upon the general

terms, conditions, plans and specifications for the project involved and the terms of such subcontractor's written bid, is presented to him by the contractor;

(2) when the subcontractor listed in the original bid becomes bankrupt or insolvent prior to execution of a subcontract;

(3) when the using agency refuses to approve the subcontractor listed in the original bid, provided such approval has been reserved in the bidding documents;

(4) when the subcontractor listed in the original bid fails or refuses to perform his subcontract;

(5) when the contractor demonstrates to the using agency or its duly authorized officer that the name of the subcontractor was listed as the result of an inadvertent clerical error;

(6) when a bid alternate accepted by the using agency causes the listed subcontractor's bid not to be low;

(7) when the contractor can substantiate to the using agency that a listed subcontractor's bid is incomplete;

(8) when the listed subcontractor fails or refuses to meet the bond requirements of the contractor; and,

(9) when it is determined that the listed subcontractor does not have a proper license to perform the work and the contractor has submitted the name of the subcontractor along with proof that the subcontractor bid work for which he was not licensed by the Construction Industries Division of the Regulation and Licensing Department.

(10) when it determined by the using agency, the prime contractor or the director of the labor and industrial division of the labor department that a listed subcontractor is not a registered subcontractor on the date bids are unconditionally accepted for consideration.

B. Prior to approval of the contractor's request for substitution of a subcontractor, the using agency shall give notice in writing to the listed subcontractor of the contractor's request to substitute and of the reasons for the request. The notice shall be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been so notified has five (5) working days within which to submit written objections to the substitution to the using agency. Failure to file written objections shall constitute the listed subcontractor's consent to the substitution. If written objections are filed, the using agency shall give at least five (5) working days' notice in writing to the listed subcontractor of a hearing by the using agency on the contractor's request for substitution.

C. No contractor whose bid is accepted shall permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid without the consent of the using agency.

D. No contractor whose bid is accepted, other than in the performance of change orders causing changes or deviations from the original contract, shall sublet or subcontract any portion of the work in excess of the listing threshold as to which his original bid did not designate a subcontractor unless:

(1) the contractor fails to receive a bid for a category of work. Under such circumstances, the contractor may subcontract. The contractor shall designate on the listing form that no bid was received; or

(2) the contractor fails to receive more than one bid for a category of work. Under such circumstances, the contractor may subcontract. The contractor shall state on the listing form that only one subcontractor's bid was received, together with the name of the subcontractor. This designation shall not occur more than one time on the subcontractor list.

13-4-37 BOND REQUIREMENTS (This requirement to be modified by Invitation to Bid – Section 00 1116- Page 3

A. It is the responsibility of each subcontractor submitting a bid to a contractor to be prepared to submit a faithful performance and payment bond if so requested by the contractor.

B. In the event any subcontractor submitting a bid to a contractor does not, upon the request of the contractor and at the expense of the contractor at the established charge or premium therefore,

furnish to the contractor a bond issued by a corporate surety authorized to do business in New Mexico in accordance with the New Mexico Insurance Code (59A-1-1 to 59A-1-18, NMSA 1978) and listed in the United States treasury department circular 570 wherein the contractor is named the obligee, guaranteeing prompt and faithful performance of the subcontract and the payment of all claims for labor and materials furnished or used in and about the work to be done and performed under the subcontract, the contractor may reject the bid and make a substitution of another subcontractor subject to the provisions of Section 13-4-36, NMSA 1978. Such bond may be required at the expense of the subcontractor only if the contractor in his written or published request for subcontract bids:

(1) specifies that the expense for the bond shall be borne by the subcontractor; and

(2) clearly specifies the amount and requirements of the bond.

13-4-38. FAILURE TO SPECIFY SUBCONTRACTOR

If a contractor fails to list a subcontractor in excess of the listing threshold and he does not state that no bid was received or that only one bid was received, he represents that he is fully qualified to perform that portion of the work himself and that he shall perform that portion of the work himself. If after the award of the contract the contractor subcontracts any portion of the work, except as provided in the Subcontractors Fair Practices Act, the contractor shall be guilty of violation of the Subcontractors Fair Practices Act and subject to the penalties provided in Section 13-4-41 NMSA 1978.

13-4-39. INADVERTENT CLERICAL ERROR

A. The contractor, as a condition to assert a claim of inadvertent clerical error in the listing of a subcontractor, shall within four working days after the time of the prime bid opening by the using agency, give written notice to the using agency and to both the subcontractor he claims to have listed in error and the subcontractor who had bid to the contractor prior to bid opening.

B. Any listed subcontractor who has been notified by the contractor in accordance with the provisions of this section as to an inadvertent clerical error shall be allowed twelve working days from the time of the prime bid opening within which to submit to the using agency and to the contractor written objection to the contractor's claim of inadvertent clerical error. Failure of the listed subcontractor to file written notice within the twelve working days shall be primary evidence of his agreement that an inadvertent clerical error was made.

C. The using agency shall, in the absence of an objection to the contrary by the listed subcontractor in the original bid, consent to the substitution of the intended subcontractor if:

(1) the contractor, the listed subcontractor listed in error and the intended subcontractor each submit an affidavit to the using agency, along with such additional evidence as the parties may wish to submit, that an inadvertent clerical error was in fact made, provided that the affidavits from each of the three parties are filed within twelve working days from the time of the prime bid opening; or

(2) affidavits are filed by both the contractor and the intended subcontractor within the specified time but the subcontractor whom the contractor claims to have listed in error does not submit, within twelve working days from the time of prime bid opening, to the using agency and to the contractor written objection to the contractor's claim of inadvertent clerical error as provided in this section.

D. If affidavits are filed by both the contractor and the intended subcontractor but the listed subcontractor has, within twelve working days from the time of the prime bid opening, submitted to the using agency and to the contractor written objection to the contractor's claim of inadvertent clerical error, the using agency shall investigate the claims of the parties and hold a hearing to determine the validity of the claims, within thirty days after the receipt of the contractor's written objection. Any determination made shall be based on facts contained in the affidavits submitted by all three parties and supported by testimony under oath and subject to cross-examination. The using agency may, on its motion or that of any other party, admit testimony of other contractors, any bid

registries or depositories or any other party in possession of facts that may have a bearing on the decision of the using agency.

13-4-40. EMERGENCY SUBCONTRACTING

Subcontracting any portion of the work in excess of the listing threshold as to which no subcontractor was designated in the original bid shall be permitted only in the case of public emergency or necessity and then only upon a written finding by the using agency setting forth the facts constituting the emergency or necessity.

13-4-41. PENALTIES

A. When a contractor violates any provision of the Subcontractors Fair Practices Act except Section 13-4-34 NMSA 1978, the using agency shall:

(1) in the case of a contractor who substitutes another subcontractor in violation of Section 13-4-36 NMSA 1978, for the subcontractor originally included in the bid, assess the contractor a penalty in an amount equal to the greater of ten percent of the amount bid by the listed subcontractor or the difference between the amount bid by the listed subcontractor and the amount bid by the substituted subcontractor;

(2) in the case of a contractor substituting a listed subcontractor for another subcontractor, and the substituted subcontractor knowingly participated in a violation of Section 13-4-36 NMSA 1978, assess the substituted subcontractor a penalty in an amount equal to the greater of ten percent of the amount bid by the listed subcontractor and the difference between the amount bid by the listed subcontractor and the substituted subcontractor; or

(3) in the case of a contractor who fails to list a subcontractor in excess of the listing threshold as defined in Section 13-4-38 NMSA 1978, assess the contractor a penalty of eight percent of the amount of the subcontract issued for the first violation and thirty percent of the amount of the subcontract issued for any violation thereafter, on any one project.

B. Penalties assessed pursuant to the provisions of this section shall be deposited into the fund from which the contract was awarded.

C. In a proceeding under this section, the contractor shall be entitled to a hearing after notice.

D. A violation of the provisions of the Subcontractors Fair Practices Act constitutes grounds for disciplinary action against a contractor or a subcontractor, pursuant to regulations of the construction industries division of the regulation and licensing department.

E. A contractor or a subcontractor who attempts to circumvent the provisions of the Subcontractors Fair Practices Act shall be subject to the penalties established pursuant to this section.

F. Any listed subcontractor removed in violation of the Subcontractors Fair Practices Act may bring an action in the district court for damages, injunctive or other relief.

13-4-42. COVERAGE OF HOME RULE MUNICIPALITIES

Any home rule municipality or H class county chartered under the provisions of Article 10, Section 6 of the constitution of New Mexico is expressly denied authority to legislate regulation of the subject matter covered in the Subcontractors Fair Practices Act that conflicts with the provisions of that act.

13-4-43. DISPUTE RESOLUTION

Once the using agency has determined the existence of a valid claim under the provisions of the Subcontractors Fair Practices Act, the using agency or agent of the using agency may:

A. hold a public hearing for the purpose of providing an informal resolution of the dispute by preparing a "form of dispute" which shall be available to all parties. The form shall state concisely, in numbered paragraphs, the matter at issue or dispute which the complainant expects to be determined. The agent or the using agency shall evaluate the issues presented by both sides of the dispute and render a decision within ten days after the hearing, and provide the parties with a written copy of the decision by certified mail, return receipt requested; or

B. refer the matter in dispute to be resolved through arbitration.

4.5.2 The Bidder shall not list himself as the supplier or as the Subcontractor for any trade unless he has previously performed work of this type or can prove to the Design Professional and the Owner's satisfaction that he actually has, or will obtain, fully adequate ability to perform the work with his own forces.

4.5.3 Omission or non-compliance with the intent of the Subcontractor Listing (Section 00430) will be grounds for considering a bid as non-responsive.

4.5.4 Prior to the award of the Contract, the Design Professional will notify the Bidder in writing if either the Owner or the Design Professional, after due investigation and written findings of fact, has reasonable and substantial objection to any person or organization on such list. If the Owner or Design Professional has reasonable and substantial objection to any person or organization on such list and refuses in writing to accept such person or organization, the Bidder may, at his option:

A. withdraw his Bid, or,

B. submit an acceptable substitute Subcontractor.

In the event of withdrawal under this paragraph, bid security will not be forfeited.

4.5.5 The Successful Bidder shall, within ten (10) days of Notice of Award of the Contract for the Work, submit to the Design Professional all of the requirements of Subparagraph 6.1.

4.5.6 The Successful Bidder will be required to establish to the satisfaction of the Design Professional and the Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the work described in the Bidding Documents.

4.5.7 Persons and organizations proposed by the Bidder and to whom the Owner and the Design Professional have made no reasonable objection under the provisions of Paragraph 4.5.6 must be used on the work for which they were proposed and shall not be changed except with the written consent of the Owner and the Design Professional. In an effort to gain consent, provide, if possible, a written request from the person or organization wishing to be replaced by the Bidder explaining the need for the replacement.

4.5.8 No Successful Bidder shall be required to employ any Subcontractor, other person, or organization against whom he has reasonable objection.

4.6 SUBMISSION OF BIDS

4.6.1 Bid, bid security, Subcontractors Listing Form, and other required documents listed in the Bidding Documents shall be submitted in an opaque sealed envelope marked in accordance with Subparagraph 4.6.2 below.

4.6.2 The Bid envelope shall be addressed as required by Section 00_2114 – Instructions to Bidders – Part B.

4.6.3 Bids received after the date and time for receipt of bids will be returned unopened.

4.6.4 The Bidder shall assume full responsibility for timely delivery of bids to the Owner, including those Bids submitted by mail or otherwise. Bids hand delivered to the Bid Opening Address shall be received beginning one hour prior to the bid. Bids will be clocked in at the time received, which must be prior to the time specified. Bids will then be held for public opening.

4.6.5 Oral, telephonic, or telegraphic bids are invalid and will not receive consideration.

4.7 CORRECTION OR WITHDRAWAL OF BIDS

4.7.1 A bid containing a mistake discovered before Bid Opening may be withdrawn by a bidder prior to the time set for Bid Opening by delivering verbal, written or telegraphic notice to the location designated in the Invitation for Bid as the place where bids are to be received.

4.7.2 Bid security, if required, shall be in an amount sufficient for the bid in conformance with Section 4.2.

4.7.3 Withdrawn Bids may be resubmitted up to the time and date designated for the receipt of Bids, provided they are then fully in conformance with the Bidding Documents.

4.7.4 After Bid Opening time, no modifications in bid prices or other provisions of bids shall be permitted.

4.7.5 After Bid Opening, a low Bidder alleging a material mistake of fact which makes his Bid non-responsive may be permitted to withdraw his Bid if the:

A. mistake is clearly evident on the face of the Bid Document; or

B. Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made.

Any decision by the Owner to permit or deny the withdrawal of a Bid on the basis of a mistake contained therein shall be supported by a written determination setting forth the grounds for the decision. If withdrawal is permitted, bid security will not be forfeited.

4.8 NOTICE OF CONTRACT REQUIREMENTS BINDING ON BIDDER

4.8.1 In submitting this bid, the Bidder represents that he has familiarized himself with the nature and extent of the following requirements and of the Conditions of the Construction Contract (General, Supplementary, Project and Other Conditions):

4.9 REJECTION OR CANCELLATION OF BIDS

An Invitation for Bid may be canceled, or any or all Bids may be rejected in whole or in part, when it is in the best interest of the Owner. A determination containing the reasons therefore shall be made part of the Project file. Bid security for rejected Bids shall be returned to the Bidder.

4.10 CONSIDERATION OF BIDS

4.10.1 RECEIPT, OPENING, AND RECORDING

Bids received on time will be opened publicly and will be read aloud, and an abstract of the amounts of the Base Bids and Alternates or bid items, if any, will be made available to the Bidders. Each Bid shall be open to public inspection (13-1-107, NMSA 1978).

4.10.2 BID EVALUATION AND AWARD

4.10.2.1 The Owner shall have the right to waive technical irregularities in the form of the Bid of the low Bidder which do not alter the price, quality, or quantity of the services, construction, or items of tangible personal property bid (13-1-132, NMSA 1978).

4.10.2.2 It is the intent of the Owner to award a contract to the lowest responsible bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. The unreasonable failure of a Bidder to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Bidder is not a responsible Bidder (13-1-133, NMSA 1978). See Section 6 as to Post-Bid Information that may be required of a Contractor as to qualifications.

4.10.2.3 If the Base Bid is within the amount of funds available to finance the construction, contract award will be made to the responsible Bidder submitting the low Base Bid; except that, if sufficient funds are available to fund alternates, the Owner may award the contract to the responsible Bidder submitting the low combined Bid within the amount of funds available (Base Bid plus or minus alternates. If

the award is based on alternates, the Owner shall accept them in the order in which they are listed on the Bid Form.

4.10.2.4 Discrepancies in the Bid Form between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

4.10.2.5 Conditional Bids or Bids with additional terms will not be accepted.

4.11 NOTICE OF AWARD

A written Notice of Award shall be issued by the Owner after review and approval of the bid and related documents by the Owner with reasonable promptness (13-1-100 and 13-1-108, NMSA 1978).

4.12 CANCELLATION OF AWARD

When in the best interest of the public, the Owner may cancel the award of any contract at any time before the execution of said contract by all parties without any liability against the Owner.

5.0 PROTESTS

5.1 Any bidder, offerer, or contractor who is aggrieved in connection with this procurement (Bid) may protest to the Owner's Central Purchasing Agent and the Owner in accordance with the requirements of General Services Department Rule 93-601. The protest should be made in writing within twenty-four (24) hours after the facts or occurrences giving rise thereto, but in no case later than fifteen (15) calendar days after the facts or occurrences giving rise thereto (13-1-172, NMSA 1978).

5.2 In the event of a timely protest under Subparagraph 4.10.1 (13-1-172, NMSA 1978 of the Procurement Code), the Owner's Central Purchasing Agent and the Owner shall not proceed further with the procurement unless the Owner's Purchasing Agent or the Owner makes a determination that the award of contract is necessary to protect substantial interests of the Owner (13-1-173, NMSA 1978).

5.3 The Owner's Central Purchasing Agent or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved bidder, offerer, or contractor concerning a procurement.

5.4 The Owner's Central Purchasing Agent or his designee shall promptly issue a determination relating to the protest. The determination shall:

A. state the reasons for the action taken; and
B. inform the protestant of the right to judicial review of the determination pursuant to Section 13-1-183, NMSA 1978 of the Procurement Code (13-1-175, NMSA 1978).

5.5 A copy of the determination issued under Section 13-1-175, NMSA 1978 of the Procurement Code shall immediately be mailed to the protestant and other bidders or offerers involved in the procurement (13-1-176, NMSA 1978).

6.0 POST-BID INFORMATION

6.1 SUBMITTALS TO DESIGN PROFESSIONAL

Within ten (10) days of Notice of Award and prior to construction, the following shall be submitted to the Design Professional:

A. the Contractor required bonds and Certificates of Insurance;

B. for the Owner's consideration for approval, a resume and Statement of Qualification of proposed Superintendent(s) and assistants until acceptable individuals are selected in accordance with Subparagraph 3.9.2 of the General Conditions to the Construction Contract;

C. signed Subcontractors List including contract amount of each, evidence of required bonds, costs of each bond, and beneficiary of each bond; evidence of DOL registration, evidence of CID licensure;

D. Assignment of Antitrust Claims (required for the Contractor, all Subcontractors, and all Suppliers);

E. Certificate of Insurance;

F. State W-9;

G. evidence of other bonds or documents as specified in the Bidding Documents; and

H. Schedule of Values and required supporting data in accordance with Paragraph 9.2 of the General Conditions to the Construction Contract.

6.2 RETURN OF BID SECURITY

All Bid Security in the form of checks, except those of the two lowest Bidders, will be returned immediately following the opening and checking of the Bids. The retained bid security of the unsuccessful of the two lowest bidders, if in the form of a check, will be returned within fifteen (15) days following the award of contract. The retained bid security of the Successful Bidder, if in the form of a check, will be returned after a satisfactory contract bond has been furnished and the Contract has been executed. Bid Securities in the form of Bid Bonds will be returned only upon the request of the unsuccessful Bidder, but will be released by the Purchasing Agent for the District after the Notice of Award is sent by the Owner.

6.3 EXECUTION AND APPROVAL OF CONTRACT

The Contract shall be signed by the Successful Bidder and returned, together with both the Contract Bonds and Certificate of Insurance, within fifteen (15) days after the date of the Notice of Award. If the Contract is not executed by the Owner within forty-five (45) days following receipt from the Bidder of the signed Contract with Bonds and Certificate, the Bidder shall have the right to withdraw his proposal without penalty unless the Bidder has previously agreed to extend the date for acceptance by the Owner. No Contract shall be effective until it has been fully executed by all of the parties thereto.

6.4 NOTICE TO PROCEED

The Owner will issue a written Notice to Proceed to the Contractor stipulating the date from which Contract Time will be charged and the date Contract Time is to expire, subject to valid modifications of the Contract authorized by Change Order.

6.5 FAILURE TO EXECUTE CONTRACT

Failure to return the signed Contract with acceptable Contract Bonds and Certificate of Insurance within fifteen (15) days after the date of the Notice of Award shall be just cause for the cancellation of the award and the forfeiture of the Bid Security, which shall become the property of the Owner, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible Bidder, or the Work may be re-advertised and constructed under contract or otherwise, as the Owner may decide.

6.6 CONTRACTOR'S QUALIFICATIONS STATEMENT

Bidders to whom award of a contract is under consideration shall submit, upon request, information and data to prove that their financial resources, production or service facilities, and service reputation and experience are adequate to make satisfactory delivery of the services, construction, or items of personal property described in the Bidding Documents (13-1-82, NMSA 1978). The Contractor shall always submit the requirements of Subparagraph 3.9.2 of the General Conditions to the Construction Contract and also in accordance with Paragraph 6.1-B above.

7.0 OTHER INSTRUCTIONS TO BIDDERS

7.1 The bid will be awarded in accordance with Subparagraph 4.10.2.3. The Owner may accept from the apparent low bidder prior to the Award, a reduction to the bid cost or time and, may discuss with the apparent low bidder for potential deductive modifications to the Work prior to the Award however, the Award shall be made on the un-modified Construction Documents with alternates accepted in accordance with this Paragraph 7.0.

7.2 If the lowest responsible bid has otherwise qualified, and if there is no change in the original project scope, terms or conditions, the lowest bidder may negotiate with the purchaser for a lower total bid in order to avoid rejection of all bids for the reason that the lowest bid was up to ten percent higher than budgeted project funds. Such negotiation shall not be allowed if the lowest bid was more than ten percent over budgeted project funds.

INSTRUCTIONS TO BIDDERS – PART B
Section 00 2114

1.0 BID ENVELOPE

The Bid envelope shall be addressed at the front center of the envelope to:

FARMINGTON MUNICIPAL SCHOOLS
ATTN: CHIEF PROCUREMENT OFFICER
3401 E 30TH STREET
SUITE A
FARMINGTON, NM 87402

Also on the front of the envelope the Bidder shall mark: the name and address of the Bidder shall in the upper left corner; the name of project, ITB 2026-01, date of opening and, time of opening in the lower left corner; and, **"SEALED BIDS ENCLOSED"** in the lower right corner or otherwise on the face thereof.

BID FORM (Lump Sum or Unit Price)

BIDDER'S Name and Address: Telephone: Fax: Federal Tax ID #: New Mexico Tax ID #: CID License #	ITB NO.:2026-01 PROJECT NAME: Piedra Vista Training Shelter/Pavilion PROJECT NO.: LOCATION: Piedra Vista High School

This Bid is submitted to Owner:

FARMINGTON MUNICIPAL SCHOOL DISTRICT
3401 E 30TH STREET SUITE A
FARMINGTON, NM 87402
Phone (505) 324-9840

In collaboration with Co-Owner:

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the Owner in the form included in the Bidding Documents to perform and furnish all Work as specified or indicated in the Bidding Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. The Bidder accepts all of the terms and conditions of the Invitation for Bid and Instructions to Bidders, including without limitation those dealing with the disposition of bid security and other Bidding Documents. This Bid will remain subject to acceptance for forty-five (45) days after the day of Bid opening. The Bidder shall sign and submit the Agreement between Owner and Contractor (hereinafter called Agreement) with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of the Owner's Notice of Award.

3. The Contractor shall include the following cash allowances in his Bid:

A. N/A	(page	of Specs)	$
B. N/A	(page	of Specs)	$
C. N/A ONE	(page	of Specs)	$
D. N/A	(page	of Specs)	$
E. N/A	(page	of Specs)	$

4. In submitting this Bid, the Bidder represents, as more fully set forth in the Agreement, that:

A. the Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all of which is hereby acknowledged):

No._____ Title:_____ Date: _____

No._____ Title:_____ Date: _____

No._____ Title:_____ Date: _____

No._____ Title:_____ Date: _____

No._____ Title:_____ Date: _____

No._____ Title:_____ Date: _____

B. the Bidder has familiarized himself with the nature and extent of the Bidding Documents, Work, site, locality, and all local conditions, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work;

C. the Bidder has carefully studied all reports and drawings of subsurface conditions which are identified in the Information Available to Bidders and accepts the determination set forth in the Information Available to Bidders of the extent of the technical data contained in such reports and drawings upon which the Bidder is entitled to rely;

D. the Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Bidding Documents;

E. the Bidder has given the Design Professional written notice of all conflicts, errors, and discrepancies that he has discovered in the Bidding Documents, and the written resolution thereof by the Design Professional is acceptable to the Bidder;

F. this Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; the Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the Owner;

G. the Bidder acknowledges that he has attended any mandatory pre-bid conference scheduled by the Owner or the Design Professional pertaining to this project;

H. the Bidder agrees to show clearly on the envelope in which the Bid is submitted the Project Name and Number, and Invitation to Bid Number; and,

I. the Bidder will complete the Work for the following price(s) **(<u>do not</u> include any gross receipts tax in the price(s)).**

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

(Design Professional to strike out subsection not applicable.)

A. LUMP SUM PRICE (please use typewriter or print legibly in ink) Base Bid (use words):

_____

_____

_____

_____

_____

_____ ($ _____)

Alternate 1 (add)(deduct)

_____ ($ _____)

Alternate 2 (add)(deduct)

_____

_____

_____ ($ _____)

Alternate 3 (add)(deduct)

_____

_____

_____ ($ _____)

Alternate 4 (add)(deduct)

_____

_____

_____ ($ _____)

All specific cash allowances are included in the price(s) set forth above.

B. UNIT PRICE

_____

_____

_____ ($ _____)

If the required quantities of the items listed below are increased or decreased by Change Order, the adjustment unit prices set forth below shall apply to such increased or decreased quantities:

ITEM
UNIT PRICE (in words)

_____

_____

_____ ($ _____)

6. The Bidder agrees that:

A. The Work to be performed under this Contract shall be commenced not later than ten (10) consecutive days after the date of written Notice to Proceed, and that Substantial Completion shall be achieved not later than days after the date of written Notice to Proceed, except as hereafter extended by valid written Change Order by the Owner.

B. Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified, the Contractor agrees to pay to the Owner in partial consideration for the award of this Contract the amount of **Five hundred Dollars ($ 500.00)** per consecutive day, not as a penalty, but as liquidated damages for such breach of the Contract.

C. The above prices shall include all labor, materials, removal, overhead, profit, insurance, taxes **(not including gross receipts tax),** etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the Contract Documents.

D. **It is understood that the Owner reserves the right to reject any or all Bids and to waive any technical irregularities in the bidding.**

7. The following documents are attached to and made a condition of this Bid:
   A. Bid Security with Agent's Affidavit;
   B. Subcontractors Listing; and,
   C. Other (list):

8. The terms used in this Bid and the Bidding and Contract Documents which are defined in the Conditions of the Construction Contract (General, Supplementary, and Other Conditions), included as part of the Bidding Documents, have the meanings assigned to them in those Conditions.

9. The Bidder is a(n):

A. INDIVIDUAL;

By: _____
(Individual's Signature)
Doing business as: _____
Business address: _____
_____
_____

Telephone: (____) _____

FAX: (____) _____

B. PARTNERSHIP:

By: _____
(Firm Name)

_____
(General Partner's Signature)
Business address: _____

Telephone: (____) _____

FAX: (____) _____

C. CORPORATION:

Corporation Name: _____

State of Incorporation: _____

By _____ Title: _____
(Print Name of Person Authorized to Sign)

* _____
Signature of Authorized Person

If a New Mexico Corporation: _____
NM Certificate of Incorporation Number

If a Foreign Corporation: _____
NM Certificate of Authority Number

Attest (Secretary): _____

Business address _____

Telephone: (____) _____

FAX: (____) _____

CORPORATE SEAL HERE

or,

D. JOINT VENTURE:

By _____
(Name)

Address: _____

Telephone: (____) _____

FAX: (____) _____

By _____
(Name)

Address: _____

_____

_____

Telephone: (____) _____

FAX: (____) _____

By _____
(Name)

Address: _____

_____

_____

Telephone: (____) _____

FAX: (____) _____

Each Joint Venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated in the appropriate category.

BIDDER MUST FILL IN THE FOLLOWING (if none, write none)

NM License Number _____ License Classification: _____

Dept. of Workforce Solutions Minimum Wage Act Registration Number (DWS#)

_____

Resident Contractor's Preference Number: _____

OR

Veteran Contractor's Preference Number: _____

Please attach a copy of your valid preference certificate to the Bid Form.

AGENT'S AFFIDAVIT

THIS FORM MUST BE USED BY SURETY

(To be filled in by Agent)

STATE OF_____)
) ss.
COUNTY OF_____)

_____, being first duly sworn, deposes and says that he /

she is the duly appointed agent for and is
licensed in the State of New Mexico.

Deponent further states that a certain bond was given to indemnify the State of New Mexico in connection with the construction of

dated the day of , 20__, executed by Contractor, as principal, and , as surety, signed by this Deponent; and Deponent further states that said bond was written, signed, and delivered by him/her; that the premium on the same has been or will be collected by him/her; and that the full commission thereon has been or will be retained by him/her.

Subscribed and sworn to before me, a notary public in and for the County of, , this _____day of _____, 20__.

Notary Public

My Commission Expires:

AGENT'S ADDRESS:

Telephone

LISTING FORM 00 4334
ATTACH TO LETTER OF SUBMITTAL
In the Technical Proposal

SUBCONTRACTOR
QUALIFICATIONS QUESTIONNAIRE

THRESHOLD: $50,000 OR 5% OF ESTIMATE WHICHEVER IS GREATER

DP/AE ESTIMATE OF TOTAL PROJECT COST: $_____

QAULIFICATION THRESHOLD FOR THIS PROJECT: $_____

1. The using agency has the right and requires that the contractor provide subcontractor qualifications from the subcontractors listed below regardless of the value of the subcontract.
2. Also, Per NMAC 1.4.8.12 D. (2): Subcontractor qualification questionnaires shall be required for all subcontractors identified in the Technical Proposal pursuant to the subcontractor listing requirements 1.4.8.13 NMAC, where the value of the subcontract is fifty thousand ($50,000) or five percent (5%) whichever is greater.

This Subcontractor Questionnaire Listing Form shall be included in the Technical Proposal, in **TAB 2A . Note:** Either submit this form or an entire package of all Subcontractor Qualification Statements at time of proposal submission.

Reminder: The General Contractor ***may*** be given _24_ hours from the date and time of the submission of the Request for Proposal, to produce __2___ copies of the Subcontractor Qualifications Questionnaires listed below to the Procurement Manager.

SUBCONTRACTOR	ENTITY NAME
Mechanical	
Electrical	
Plumbing	
Roofing	

COMBINED
LIST OF SUBCONTRACTORS
and
ASSIGNMENT OF ANTITRUST CLAIMS
by
CONTRACTOR, SUBCONTRACTORS, SUBSUBCONTRACTORS, and SUPPLIERS

EXAMPLE TRADES AND SUPPLIERS: SITE WORK, CONCRETE, MASONRY, FRAMING, LUMBER, STEEL, STEEL FABRICATION, ROOFING, EXTERIOR INSULATION AND FINISH, DRYWALL, DOORS, GLASS AND GLAZING, PLASTER, PAINTING, CARPET, RESILIENT, CONVEYING SYSTEMS, HVAC, CONTROLS, PLUMBING, SHEET METAL, ELECTRICAL

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. Subcontractor Listing shall be expanded after Bid by apparent low bidder if Awarded, and before Contract, to include major Suppliers and, each entity listed shall be signed by individual empowered to obligate Supplier, Subcontractor, or Subsubcontractor.

b. Subcontractor Listing shall also be expanded after Bid by apparent low bidder if Awarded, and before Contract, to include the Department of Workforce Solutions labor enforcement fund registration number. See the Department of Workforce Solutions web site at www.dws.state.nm.us under "Public Works" for registration form, listings and information.

c. See Instructions to Bidders, Section 00 2113 Paragraph 4.5, Subcontractors, for rules regarding changes in this list after bidding.

2.

PROJECT NAME: PIEDRA VISTA HIGH SCHOOL SHELTER/PAVILION

INVITATION TO BID NUMBER: ITB 2026-01

The undersigned agrees that any and all claims which the firm may have or may inure 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 District, including the right to any treble damages attributable thereto.

INVITATION TO BID NUMBER:
ITB 2026-01

Sealed bid opening date:
MAY 5, 2026
FARMINGTON MUNICIPAL SCHOOL DISTRICT

Subcontractor Listing

*Signature not required until after Bid but before Award

TYPE OF WORK	ENTITY NAME	CITY & STATE	Labor enforcement fund registration # (if over $60,000)	SIGNATURE *
SITE WORK				
CONCRETE				
MASONRY				
FRAMING				
STEEL ERECTION				
ROOFING				
INSULATION				
DRYWALL				
GLAZING				
PLASTER				
FLOORING				
PAINTING				
FURNISHINGS				
LANDSCAPE				
ELEVATOR				
HVAC				
CONTROLS				
PLUMBING				
ELECTRICAL				
SPECIAL SYST.				

TYPE OF WORK	ENTITY NAME	CITY & STATE	Labor enforcement fund registration # (if over $60,000)	SIGNATURE *

PREQUALIFICATION

GENERAL

The Contractor represents to the Owner that the Contractor:

1. is financially solvent, able to pay debts, and has sufficient working capital to complete the Work;

2. is able to furnish the plant, tools, materials, supplies, equipment, skilled labor and sufficient experience and competence required to complete the Work equal to or exceeding industry standards;

3. shall, prior to bid, be properly licensed according to the requirements of the Construction Industries Licensing Act, Chapter 60, Article 13 NMSA 1978 and ensures to the Owner that such license shall remain in effect for the duration of the Work and warranty periods that the Contractor is authorized and properly licensed to do business in the State of New Mexico and in the locale where the Work is located;

4. execution of the agreement and performance thereof is within the Contractor's duly authorized powers; and

5. or assigns have visited the site of Work and has become familiar with the conditions under which the Work is to be performed, obtained all available information and have correlated observations and acquired information with the requirements of the Contract Documents including conditions:

   a) bearing upon access to the site, accommodations required, transportation, disposal, handling and storage;

   b) affecting availability of labor, materials, equipment, water, electricity, utilities and roads;

   c) such as weather, river stages, flooding;

   d) related to the apparent form and nature of the Work site, including the surface and sub-surface conditions; and,

   e) that in general would be deemed by a prudent contractor to be material to the Work as to assess risk, contingencies and other circumstances;

6. has completed prior contracts with diligent and continuous effort and has been responsive to post-occupancy corrections.

PREQUALIFICATION FORMS

Not required.

DEBARRED OR SUSPENDED CONTRACTORS

A business (contractor, subcontractor, or supplier) that has either been debarred or suspended pursuant to the requirements of Sections 13-1-177 through 13-1-180 and 13-4-11 through 13-4-17, NMSA 1978 as amended, shall not be permitted to do business with the State and shall not be considered for award of contract during the period for which it is debarred or suspended.

SAMPLE

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT
Date:
Amount:
Description (Name and Location):

BOND
Date (Not earlier than Construction Contract Date):
Amount:
Modifications to this Bond: ☐ None ☐ See Page 3

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY—Name, Address and Telephone)
AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

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SAMPLE

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

SAMPLE

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corporate Seal)	Company:	(Corporate Seal)
Signature:		Signature:	
Name and Title:		Name and Title:	
Address:		Address:	

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SAMPLE

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT
Date:
Amount:
Description (Name and Location):

BOND
Date (Not earlier than Construction Contract Date):
Amount:
Modifications to this Bond: ☐ None ☐ See Page 6

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY—Name, Address and Telephone)
AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

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SAMPLE

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this

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SAMPLE

Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corporate Seal)	Company:	(Corporate Seal)
Signature:		Signature:	
Name and Title:		Name and Title:	
Address:		Address:	

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APPROVED MODIFICATIONS PAGE

Modification No.1:

Paragraph 6 of this Payment Bond is deleted in its entirety and replaced with the following provision: Within 45 days (1) after the claimant has satisfied the conditions of Paragraph 4 and (2) after the Surety has received at its home office all supporting documentation it requested to substantiate the amount of the claim, the Surety shall pay or arrange for payment of any undisputed amounts. Failure of the Surety to satisfy the above requirements shall not be deemed a forfeiture or waiver of the Surety's or the Contractor's defenses under this Bond or their right to dispute such claim. However in such event the claimant may bring suit against the Surety as provided under this Bond.

AGENT'S AFFIDAVIT

THIS FORM MUST BE USED BY SURETY

(To be filled in by Agent)

STATE OF _____)
) ss.
COUNTY OF _____)

_____, being first duly sworn, deposes and says that he /

and she is the duly appointed agent for _____ which is licensed in the State of New Mexico.

Deponent further states that a certain bond was given to indemnify the State of New Mexico in connection with the construction of _____ dated the _____ day of _____, 20__, executed by _____ Contractor, as principal, and _____, as surety, signed by this Deponent; and Deponent further states that said bond was written, signed, and delivered by him/her; that the premium on the same has been or will be collected by him/her; and that the full commission thereon has been or will be retained by him/her.

Subscribed and sworn to before me, a notary public in and for the County of _____, this _____day of _____, 20__.

Notary Public

My Commission Expires:

AGENT'S ADDRESS:

Telephone

Instructions:

1. **<u>Contractor</u> shall attach pre-signed or un-signed form to Performance Bond and Labor and Material Bond and submit to Design Professional with Post-Bid submittals (see Section 00 2113 - Instructions to Bidders).**
2. **<u>District</u> shall review Surety for acceptability and, if approved, sign form prior to approval of Contract.**
3. **After review and approval of bonds, District shall include signed form with approved Contract in transmittal to PSFA.**

REVIEW AND APPROVAL:

This Bond has been executed by a Surety named in the current list of "companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, United States Treasury Department.

APPROVED:

By:_____ Date: _____
Owner's Representative or Governing Authority

SAMPLE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
MM/DD/YYYY

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Broker's Name & Address	PHONE (A/C, No, Ext): (123) 123-4567	FAX (A/C, No): (123) 123-4567
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	[List Insurance Provider(s)]	XXXXX
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED: Insured's Name & Address

COVERAGES CERTIFICATE NUMBER: 0123456789123 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	X	X	XXXXXXXXXXXX	MM/DD/YYYY	MM/DD/YYYY	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$xxx,xxx
							MED EXP (Any one person)	$xx,xxx
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	XXXXXXXXXXXX	MM/DD/YYYY	MM/DD/YYYY	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION			XXXXXXXXXXXX	MM/DD/YYYY	MM/DD/YYYY	EACH OCCURRENCE	$5,000,000
							AGGREGATE	$5,000,000
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		XXXXXXXXXXXX	MM/DD/YYYY	MM/DD/YYYY	X PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$X,XXX,XXX
							E.L. DISEASE-EA EMPLOYEE	$X,XXX,XXX
							E.L. DISEASE-POLICY LIMIT	$X,XXX,XXX
C	[List other insurance(s) here. DO NOT check ADDL INSR & SUBR WVD for Professional Liability]			XXXXXXXXXXXX	MM/DD/YYYY	MM/DD/YYYY		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

[PSFA Project number XXX-XXX & project location and address]

[Additionally Insured - NM Public School Facilities Authority, 1312 Basehart Road, SE, Suite 200, Albuquerque, NM 87106]

CERTIFICATE HOLDER	CANCELLATION
Certificate Holder Name Address City, State & Zip	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Signature Required

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SUPPLEMENTARY CONDITIONS

MODIFICATION TO GENERAL CONDITIONS

1.0 **None** (*add any modifications to the General Conditions here*)**:**

ADDITIONAL CONDITIONS

2.0 Stated Allowances

2.1 The Contractor shall include the cash allowances listed in Section 00 4113 or Section 00 4166 – BID FORM in his Bid.

2.2 The Contractor shall purchase the "Allowed Materials" as directed by the Owner through the Architect/Engineer on the basis of the lowest and best bid of at least three competitive bids. Unless specified by the Construction Documents otherwise, if the actual price for purchasing the "Allowed Materials" is more or less than the "Cash Allowance," the Contract Price shall be adjusted accordingly (see Subparagraph 3.8.4). The adjustment in Contract Price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance, or any other incidental expenses. The total cost of installation of the "Allowed Materials" shall be included in the Base Bid or Alternates as appropriate.

New Mexico Department of WORKFORCE SOLUTIONS

LABOR RELATIONS DIVISION

401 Broadway NE
Albuquerque, NM 87102
Phone: 505-841-4400
Fax: 505-841-4424

226 South Alameda Blvd
Las Cruces, NM 88005
Phone: 575-524-6195
Fax: 575-524-6194

WWW.DWS.STATE.NM.US

Wage Decision Approval Summary

1) Project Title: PVHS Pavilion
Requested Date: 04/06/2026
Approved Date: 04/08/2026
Approved Wage Decision Number: SJ-26-1337-A

Wage Decision Expiration Date: 08/06/2026

2) Physical Location of Jobsite for Project:
Job Site Address: 5700 College Blvd
Job Site City: Farmington
Job Site County: San Juan

3) Contracting Agency Name (Department or Bureau): Farmington Municipal Schools
Contracting Agency Contact's Name: Lisa Eaker
Contracting Agency Contact's Phone: (505) 324-9840 Ext. 1506

4) Estimated Contract Award Date: 05/13/2026

5) Estimated total project cost: $400,000.00
a. Are any federal funds involved?: No
b. Does this project involve a building?: No
c. Is this part of a larger plan for construction on or appurtenant to the property that is subject to this project?: No
d. Are there any other Public Works Wage Decisions related to this project?: No
e. What is the ultimate purpose or functional use of the construction once it is completed?: Student sports pavilion

6) Classifications of Construction:

Classification Type and Cost Total	Description
Highway/Utilities (A) **Cost:** $400,000.00	Site work to include concrete foundation placement of columns and installation of a 100 ft x 100 ft premanufactured metal pavilion

New Mexico Department of WORKFORCE SOLUTIONS

TYPE "A" – STREET, HIGHWAY, UTILITY & LIGHT ENGINEERING

Effective January 1, 2026

Trade Classification	Base Rate	Fringe Rate
Cement Mason	21.75	7.43
Drywall Finisher/Taper	31.60	9.58
Drywall Finisher/Taper – Los Alamos County	35.85	12.82
Glazier/Fabricator	22.75	7.70
Glazier/Fabricator – Los Alamos County	22.75	7.70
Painter	21.00	5.75
Painter – Los Alamos County	35.85	12.82
Paper Hanger	21.00	5.75
Paper Hanger – Los Alamos County	36.85	12.82
Plumber/Pipefitter	44.32	18.00
Soft Floor Layers	21.52	9.40
Soft Floor Layers – Los Alamos County	35.87	12.92
Bricklayer/Block Layer/Stonemason		
Bricklayer/Block layer/Stonemason	33.41	12.04
Bricklayer/ Block layer/Stonemason – Curry, DeBaca, Quay and Roosevelt counties	23.10	8.98
Bricklayer/ Block layer/Stonemason – Dona Ana, Otero, Eddie, and Lea counties	29.56	14.10
Carpenter		
Carpenter/Lather	32.12	14.28
Carpenter- Los Alamos County	38.56	14.70
Electricians- Outside Classifications: Zone 1		
Ground man	28.54	13.36
Equipment Operator	40.94	17.73
Lineman	51.71	21.43
Journeyman technician	48.15	20.53
Journeyman substation technician	48.15	20.53
Journeyman transmission technician	47.58	20.40
Cable Splicer	52.98	21.75

Electricians-Outside Classifications: Zone 2		
Ground man	58.54	13.36
Equipment Operator	40.94	17.73
Lineman	51.71	21.43
Journeyman technician	48.15	20.53
Journeyman substation technician	48.15	20.53
Journeyman transmission technician	47.58	20.40
Cable Splicer	52.98	21.75

Trade Classification	Base Rate	Fringe Rate
Electricians-Outside Classifications: Los Alamos County		
Ground man	29.35	13.38
Equipment Operator	42.12	17.76
Lineman	53.07	21.77
Journeyman technician	49.55	20.89
Cable Splicer	58.28	23.07
Ironworker		
Ironworker Journeyman	29.45	19.51
Probationary Ironworker	23.56	19.51
Laborers		
Group I – unskilled	18.41	7.74
Group II – semiskilled	19.41	7.74
Group III – skilled	19.91	7.74
Group IV – specialty	20.41	7.74
Operators		
Group I	23.69	6.95
Group II	24.72	6.95
Group III	27.03	6.95
Group IV	28.65	6.95
Group V	28.79	6.95
Group VI	29.05	6.95
Group VII	29.28	6.95
Group VIII	30.27	6.95

Group IX	40.08	6.95
Group X	44.72	6.95
Roofers		
Roofer Journeyman	31.20	9.36
Roofer Helper	18.72	9.36
Truck Drivers		
Group I-IX	21.70	9.65

NOTE: All contractors are required to pay SUBSISTENCE, ZONE, AND INCENTIVE PAY according to the particular trade. More information available at https://www.dws.state.nm.us/public-works.

For more information about the Subsistence, Zone, and Incentive Pay rates, or to file a wage claim, contact the New Mexico Department of Workforce Solutions Labor Relations Division at (505) 841-4400 or visit us online at www.dws.state.nm.us.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

6 City, state, and ZIP code

Requester's name and address (optional)

Cooper Fire Protection Services
615 W. Maple
Farmington, NM 87401

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

FARMINGTON MUNICIPAL SCHOOLS

PVHS PAVILION - 100' x 100'

5700 COLLEGE BLVD,
FARMINGTON, NEW MEXICO

SHEET INDEX	
SHEET	DESCRIPTION
1	COVER SHEET W/ TYP. EARTHWORK DETAIL, NOTES, TABLES & SPECIFICATIONS
2	FOUNDATION PLAN, SCHEDULES & DETAILS
3	FRAMING PLAN
4	ELEVATIONS

GENERAL NOTES:

1. GENERAL

THESE PLANS ILLUSTRATE THE FOUNDATION DESIGN FOR A PRE-ENGINEERED METAL BUILDING KNOWN / CANOPY TO BE CONSTRUCTED AT 5700 COLLEGE BLVD, FARMINGTON, NEW MEXICO.

THE CANOPY WILL HAVE ONE WALL AND A ROOF. THE OTHER WALL WILL BE OPEN. THE FLOOR UNDER THE CANOPY WILL BE SYNTHETIC TURF.

THE PUBLIC TO BE DESIGNED AND SALES BY THE TURF MANUFACTURER.

THE TURF IS TO BE SPECIFIED BY THE TURF SUPPLIER.

ALL OTHER ASPECTS OF THE BUILDING, INCLUDING ARCHITECTURAL, MECHANICAL AND ELECTRICAL FEATURES ARE TO BE DESIGNED BY OTHERS.

THE LOCATIONS AND TENDING SHOWN ARE FOR GENERAL INFORMATION ONLY AND WILL BE MORE FULLY DETAILED BY THE PEMB MANUFACTURER.

2. CODES AND ORDINANCES

- 2021 INTERNATIONAL BUILDING CODE (IBC)
- ASCE/SEI 7-16 MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES
- ACI 318 BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE - LATEST EDITION

3. DESIGN CRITERIA

- BODY LIVE LOAD (NON-RESIDENCE) - 10 PSF
- WIND LOAD
  - BASIC WIND SPEED - 115 MPH
  - WIND EXPOSURE FACTOR - C
  - WIND LOAD IMPORTANCE FACTOR - IV = 1.0
- SNOW
  - ULTIMATE SNOW SPEED (FLOOR, GROUND) - 52.5 MPH
  - (1.15 DESIGNED EAST)
  - SNOW IMPORTANCE FACTOR - IS = 1.0
  - BUILDING CATEGORY - II
  - EXPOSURE - "C"
- EARTHQUAKE BEARING PRESSURE - 1,500 PSF (ASSUMED)
- FUTURE BUILDING EXPANSION - NONE

4. CAST-IN-PLACE CONCRETE

THE OWNER SHALL EMPLOY THE SERVICES OF A CONCRETE CONSTRUCTION SPECIAL INSPECTOR TO INSPECT THE EXCAVATION PLACEMENT AND CURING CONSTRUCTION PRIOR TO PLACEMENT OF THE CONCRETE.

THE OWNER SHALL EMPLOY THE SERVICES OF A MATERIALS TESTING LABORATORY TO IDENTIFY AND TEST THE FRESH CONCRETE DURING PLACEMENT. THE TESTING SHALL INCLUDE TEMPERATURE, SLUMP, AIR CONTENT, AND CURING TWO (2) SETS OF 4 SPECIMENS OF ONE TEST EACH ON ONE TEST FOR EACH 50 YARDS OF CONCRETE PLACED. WORK WEEKDAYS (GREATER, SHALL BE PERFORMED).

CONCRETE SHALL CONFORM TO ACI 301.

REMOVAL OF FORMS SHALL BE IN ACCORDANCE WITH ACI 347.

ALL CONCRETE SHALL HAVE THE MINIMUM SPECIFIED STRENGTH AT 28 DAYS AS SHOWN IN THE TABLE ON THIS SHEET.

ALL CONCRETE SHALL HAVE A 5 to 7 % AIR CONTENT (USE ENTRAINMENT EXCEPT WHERE NOTED) TO RESIST FREEZE / THAW CYCLING.

CONCRETE SHALL HAVE A SLUMP OF 4 TO 6 INCHES AT THE TIME OF PLACEMENT.

THE CONCRETE THAT MUST NOT CONCRETE FOR FOUNDATIONS OR VERTICAL WALLS DIRECTLY AGAINST EXCAVATED SURFACES UNLESS THE FOLLOWING CONDITIONS ARE MET:

- THE SIDES OF THE EXCAVATION SHALL BE ABLE TO STAND VERTICALLY WITHOUT SUPPORTING.
- CONCRETE SHALL NOT BE LAID IN WATER OR LOOSE CONDITIONS.
- THE WIDTH OF THE EXCAVATION SHALL BE AT LEAST ONE INCH WIDER THAN THE FOOTING DIMENSIONS.
- REBAR SHALL BE PROPERLY LOCATED, ALIGNED AND MAINTAIN PROPER COVER BEFORE PLACING CONCRETE PLACED IN.
- SCAFFOLDING IS NOT PERMITTED TO BE ERECTED WITH WET CONCRETE AND SHALL BE REMOVED PRIOR TO HAND DURING PLACEMENT.

CONCRETE SUPPLIED TO YOU, SHALL BE MANUFACTURED WITH PORTLAND CEMENT TYPE II.

CURED FOR ALL EXPOSED EDGES OF CONCRETE "CAP" UNLESS SPECIFIED OTHERWISE.

5. NONWORKING DAYS

ALL DETAILING INCLUDES CONCRETE TO ALTER NEXT STREET OR.

CONCRETE COVER SHALL BE AS SHOWN IN THE TABLE ON THIS SHEET.

TENSION AND COMPRESSION LAPS IN REINFORCING SHALL BE IN ACCORDANCE WITH ACI 318, CHAPTER 12. THE MINIMUM LAP LENGTH SHALL BE AS SHOWN IN THE TABLE ON THIS SHEET.

HORIZONTAL REINFORCING SHALL HAVE ADEQUATE CORNERS AT THE SAME SIZE AND SPACING WITH THE APPROPRIATE LAP LENGTH AS SHOWN IN THE TABLE ON THIS SHEET.

REINFORCING BARS SHALL NOT BE WELDED IN ANY MANNER.

BAR SUPPORTS AND SPACERS SHALL BE SECURELY FASTENED TO BARS AND PROVIDED IN ACCORDANCE WITH ACI 315.

CHAIRS WITH ICI SAND - WIRE PLATS OR PRECAST BLOCKS SHALL BE PROVIDED FOR ALL REINFORCING OF CONCRETE IN CONTACT WITH GRADE.

6. BOLT ANCHORS AND HOOKS

ALL POST INSTALLED ANCHORS SHALL BE AS SPECIFIED IN THE DETAILS OF THESE DRAWINGS. THE CONTRACTOR MAY ONLY SUBSTITUTE PRODUCTS WITH ENGINEER'S APPROVAL.

SUBMIT ALL PROPOSED AND NORMAL SYSTEMS, AS MAY ALL THE ICC ES REPORTS TO THE ENGINEER FOR REVIEW PRIOR TO INSTALLATION.

7. FIELD ENGINEERED BUILDING

THE FOUNDATION COST AND / OR LOCATION SHOWN ARE BASED ON BUILDING'S POWER PLANS THAT MAY NOT YET BEEN DEVELOPED.

THE STRUCTURAL ENGINEER MAY REVIEW THE FINAL LOADS AND DESIGN LAYOUT AND REVISIONS FROM THE PEMB MANUFACTURER TO VERIFY LOCATIONS AND SIZES OF FOUNDATIONS, AND / OR ADDS TO THE LOADS OR LAYOUT MAY REQUIRE REVISIONS TO THE FOUNDATION DESIGN.

THE BUILDING DESIGN SHALL BE A WORKMANSHIP COMPLIANCE TO THE DESIGN CRITERIA GIVEN HEREIN. THE BUILDING MANUFACTURER IS REQUIRED TO OBTAIN THE CURRENT CHANGES TO CONFORM WITH THE INTERNATIONAL BUILDING CODE (IBC) AND THE LOCAL JURISDICTION AMENDMENTS.

THE BUILDING SUPPLIER SHALL PROVIDE ALL PERTINENT DATA INCLUDING REVISED SITE ANCHORAGE DETAILS, SAG SPACING, SEISMIC STABILITY AT CAN-AMIN BASES & AMENDMENTS.

SHOP DRAWINGS AND CALCULATIONS SHALL BE PREPARED UNDER THE SEAL OF A PROFESSIONAL STRUCTURAL ENGINEER REGISTERED IN THE STATE OF NEW MEXICO.

THE BUILDING SHALL BE DESIGNED, ERECTED, AND FABRICATED IN ACCORDANCE WITH ASCE, AISI/NAS, AND SEA SPECIFICATIONS.

COORDINATE METAL BUILDING WITH OTHER SHOP DRAWINGS.

8. SPECIAL INSPECTION

CERTIFIED INSPECTION (APPROVED BY THE BUILDING OFFICIAL OR THE OWNER'S OF RECORD) SHALL BE PROVIDED BY THE OWNER IN ACCORDANCE WITH CHAPTER 17 OF THE INTERNATIONAL BUILDING CODE.

FOUNDATION NOTES:

GENERAL

A GEOTECHNICAL EVALUATION HAS NOT BEEN PERFORMED FOR THIS SITE. A GEOTECHNICAL EVALUATION IS ALWAYS RECOMMENDED PRIOR TO DESIGN TO VERIFY SUBSURFACE CONDITIONS AND TO PROVIDE RECOMMENDATIONS RELATED TO THE FOUNDATION DESIGN. BASE ON THE SURFACE CONDITIONS AND OTHER KNOWN INFORMATION IN THE GENERAL AREA WE ANTICIPATE THAT THE FOUNDATIONS CAN BE SUPPORTED ON NATIVE SUBSOILS OR WELL ROUNDED, 3" TO 12" GRAVEL. IF IT IS DETERMINED THAT THE EXISTING SUBSURFACE IS NOT THE DESIRED SUBSTRATE OR SHALL A GEOTECHNICAL EVALUATION OF THE SITE / SUBSURFACE CONDITIONS.

FIELD OBSERVATION AND TESTS

THE OWNER SHALL EMPLOY THE SERVICES OF A NEW MEXICO LICENSED GEOTECHNICAL ENGINEER TO OBSERVE ALL CONTROLLED EARTHWORK. CONSTRUCTION OBSERVATIONS SHALL BE CONDUCTED BY OR FOR HIM TO DETERMINE DURING CONSTRUCTION THAT CONTROLLED EARTHWORK.

TESTS OF MATERIALS SHALL BE MADE AT THE FOLLOWING RATES:

- ONE FIELD DENSITY TEST FOR EACH LIFT OF COMPACTED SUBGRADE PRIOR TO PLACING FILL AND/OR TURF. A MINIMUM OF 3 TESTS SHALL BE CONDUCTED.
- ONE FIELD DENSITY TEST FOR EACH 100 LINEAR YARDS OF FILL PLACED OR EACH HORIZONTAL LIFT OF FILL, WHICH NEVER IS GREATER.
- ONE ATTERBERG MOISTURE DENSITY CURVE FOR EACH TYPE OF MATERIAL USED. AN ADDING HARVARD MINI COMPACTION TEST SHALL BE PERFORMED BY GEOTECHNICAL ENGINEER PLACED IN FIELD.

THE GEOTECHNICAL ENGINEER SHALL SUBMIT THE RESULTS OF ALL REQUIRED TESTS TO THE OWNER.

CLEARING AND GRUBBING

STRIP AND REMOVE VEGETATION, RUBBISH, STUMPS, STUMP ROOTS, DEBRIS, AND MINOR DEPOSITS FROM THE PROPOSED BUILDING AREA.

REMOVE ANY EXISTING STRUCTURES, BE SURE FOUNDATION ELEMENTS AND ASSOCIATED DEBRIS DO NOT REMAIN IN UNDERGROUND UTILITIES, SEPTIC TANKS, ETC.

REMOVE ALL TOPSOIL AND ORGANIC MATERIAL FROM THE CONSTRUCTION AREA OR ONE TO BE UTILITY OR FUTURE SLOPES. AFTER COMPLETION OF GRADING OPERATIONS.

BEARING SURFACE PREPARATION

A REPRESENTATIVE OF THE GEOTECHNICAL ENGINEER SHALL BE PRESENT TO OBSERVE COMPLETE EXCAVATION OF ANY UNSUITABLE SOILS.

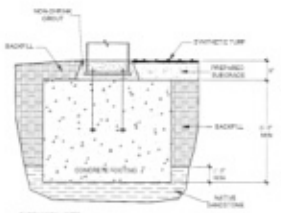
FOOTINGS SHALL BE EMBEDDED AT LEAST 1'-0" BELOW THE NATIVE SUBSOILS. IF SUBSOILS ARE NOT ENCOUNTERED AT THE BOTTOM OF FOOTING EXCAVATION, THE FOOTING SHALL BE EXTENDED AS REQUIRED TO BE EMBEDDED INTO SUBSOILS. OR THE TURF DESIGN SHALL BE REVISED TO REFLECT THE CONDITIONS ENCOUNTERED.

IF FILL IS REQUIRED TO LEVEL THE SITE, THE FILL SHALL BE PLACED IN APPROXIMATELY HORIZONTAL LAYERS NOT GREATER THAN 8" (INCHES) IN THICKNESS, MOISTURE CONDITIONED TO NEAR OPTIMUM MOISTURE, AND COMPACT TO THE DENSITY SPECIFIED BELOW.

FILL SHOULD NOT BE APPROPRIATELY COST BEFORE THE PERMITTED OF THE BUILDING.

RECOMMENDED FILL MATERIAL

MATERIAL	MINIMUM PERCENT COMPACTION (ASTM D1557)
FILL MATERIAL IN THE BUILDING AREA	95
BASE COURSE (IF APPLICABLE)	95
SUBGRADE BELOW FILL OF BASE COURSE	95
NONNATIVE FURNISHED FILL	90



TYPICAL EARTHWORK DETAIL

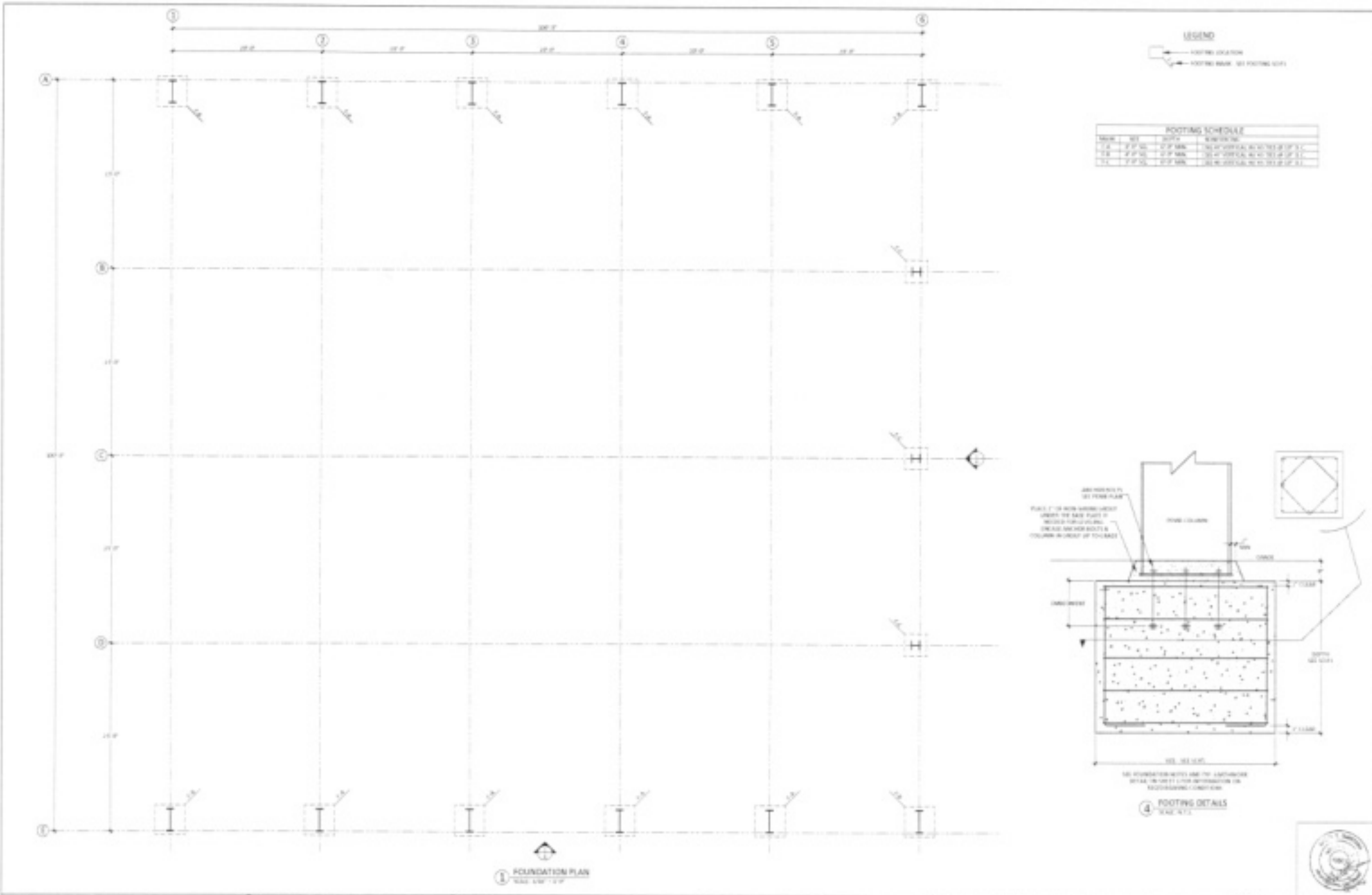
EARTHWORK NOTES

1. POST SHALL BE AT LEAST 4'-0" THICK AND SHALL REST AT LEAST 2 FEET INTO THE NATIVE SUBSOILS.
2. BACKFILL SHALL BE COMPACTED AT NEAR OPTIMUM MOISTURE TO 90% OF THE MAXIMUM DENSITY AS DETERMINED BY ASTM D1557 PROCTOR.
3. THE SUBGRADE SHALL BE PREPARED IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE TURF MANUFACTURER.
4. THE TURF SHALL BE INSTALLED IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE TRUF MANUFACTURER.

REQUIRED CONCRETE STRENGTH			
CONCRETE USE	MINIMUM 28 DAY STRENGTH	CONCRETE USE	
NORMAL WEIGHT	4000 PSI	DRILLED PIERS, CAPPED CAST-IN-PLACE PIERS	
	3000 PSI	SLAB-ON-GRADE, CONCRETE FILLED PAN FORMS, RETAINING WALLS, ETC.)	
	2500 PSI	ALL OTHER CONCRETE	
	4000 PSI	CONCRETE EXPOSED TO DECK OR WEATHER	

CONCRETE REINFORCING COVER		
TYPE OF USE	BAR SIZE/ELEMENT	COVER
CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH	ALL BARS	3"
CAST AGAINST FORMS BUT EXPOSED TO EARTH OR WEATHER	GREATER THAN NO. 5	2"
	NO. 5 OR SMALLER	1 1/2"
CONCRETE NOT EXPOSED TO DECK OR WEATHER	COLUMNS, GIRDERS, AND BEAMS	1 1/2"
	STRUCTURAL SLABS, WALLS, AND JOISTS	3/4"

REQUIRED REINFORCING LAP LENGTH			
TYPE OF USE	BAR SIZE/ELEMENT	BAR SIZE	MINIMUM LAP LENGTH
FOOTING/STEM WALLS	ALL BARS	ALL BARS	SEE BAR DIAMETERS / LAP REQUIRED
RETAINING WALLS	ALL BARS	NO. 4 AND SMALLER	40 BAR DIAMETERS / LAP REQUIRED
		NO. 5 AND LARGER	51 BAR DIAMETERS / LAP REQUIRED
	HORIZONTAL BARS	ALL BARS	SEE BAR DIAMETERS / LAP REQUIRED
SLABS-ON-GRADE	ALL BARS	ALL BARS	SEE BAR DIAMETERS / LAP REQUIRED



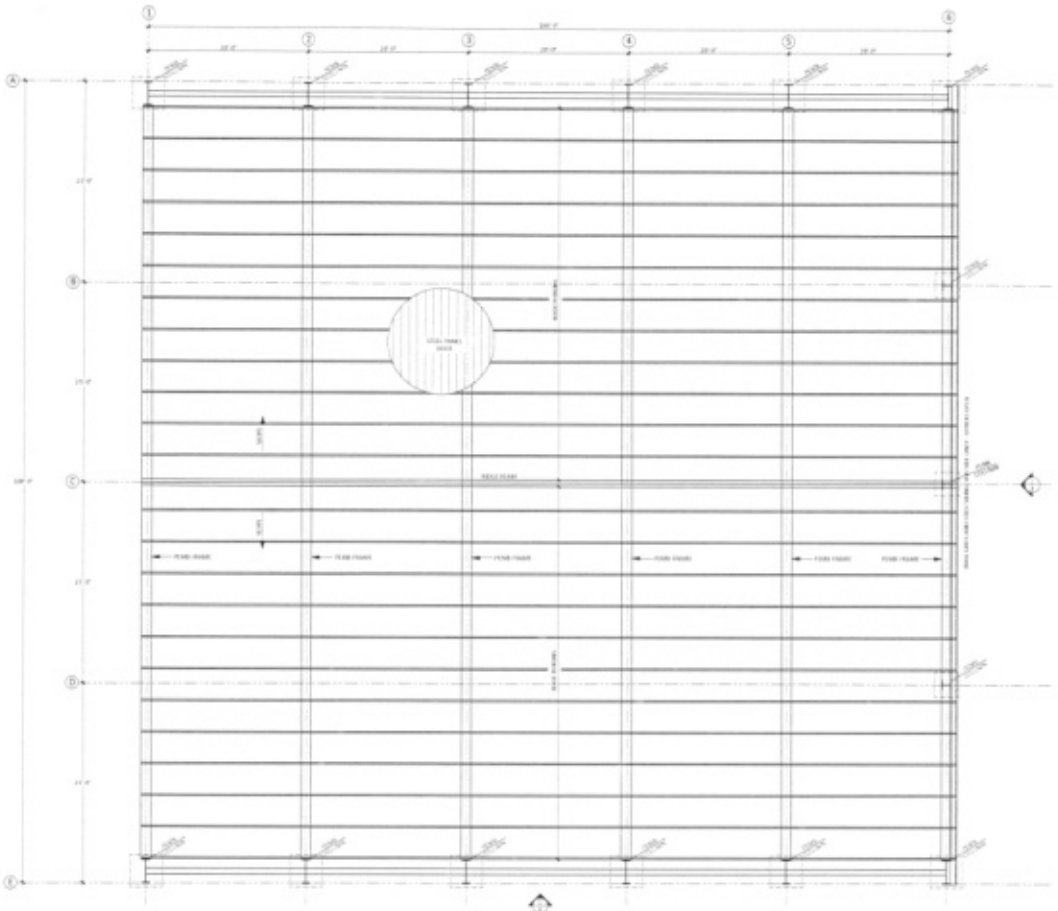
GEOMAT LLC

FARMINGTON MUNICIPAL SCHOOLS
3401 E. 30TH STREET
FARMINGTON, NM 87402

PVHS PAVILION - 100' x 100'
5700 COLLEGE BLVD. FARMINGTON, NM

FOUNDATION PLAN W/ SCHEDULES & DETAILS

2



1 FRAMING PLAN

GEOMAT LLC

FARMINGTON MUNICIPAL SCHOOLS
3401 E. 30TH STREET
FARMINGTON, NM 87402

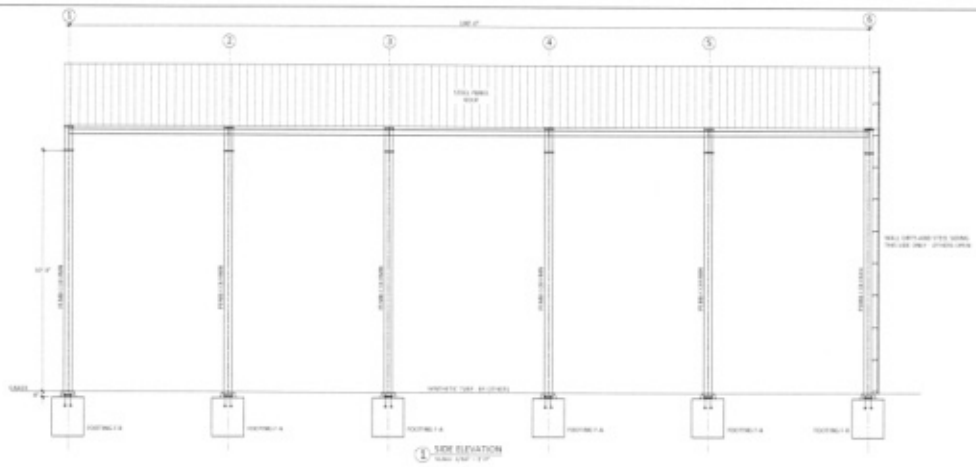
PVHS PAVILION - 100' x 100'
5700 COLLEGE BLVD, FARMINGTON, NM

FRAMING PLAN

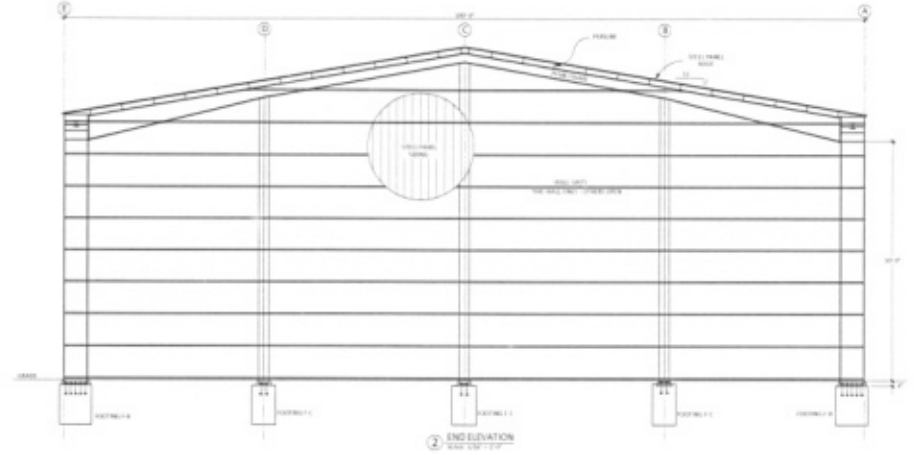
SCALE: AS SHOWN
DATE: 2020-09-10
DRAWN BY: AM
CHECKED BY: DH

SHEET 3 OF 5

3



1 SIDE ELEVATION



2 END ELEVATION

GEOMAT LLC Project No. 264-5831
915 MALTA AVE. | FARMINGTON, NM 87401 | (505) 327-7928

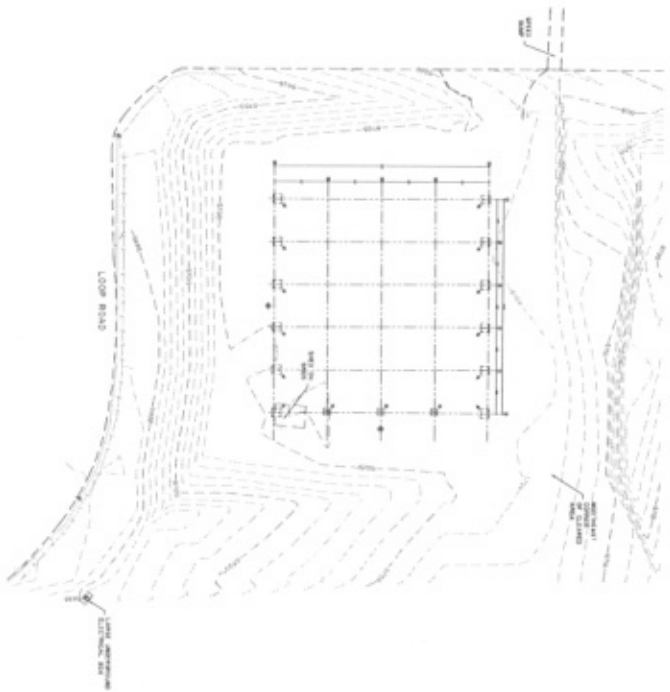
FARMINGTON MUNICIPAL SCHOOLS
3401 E. 30th STREET
FARMINGTON, NM 87402

PVHS PAVILION - 100' x 100'
5766 COLLEGE BLVD, FARMINGTON, NM

ELEVATIONS

SCALE: AS SHOWN
DATE: 2024-10-18
DRAWN BY: RMB
CHECKED BY: DTE

SHEET 1 OF 4
4



-- FOR REVIEW ONLY --

PROPOSED SITE PLAN
100'x100' PAVILLON

PEDRA VISTA HIGH SCHOOL
FARMINGTON, NEW MEXICO

CHENEY·WALTERS·ECHOLS INC.
ENGINEERS · SURVEYORS

DATE	REVISION	BY