

## **ATTACHMENT 1**

### **SCOPE OF WORK AND PROJECT SCHEDULE**

**PROJECT NAME:**

#### **TAOS REGIONAL AIRPORT WATER AND WASTEWATER UTILITIES**

##### **A. SCOPE OF WORK**

The Project is for temporary and permanent water and wastewater utilities located at the Taos Regional Airport, Taos, New Mexico. The need for temporary facilities for operations and safety will be determined at the time of construction. The Project includes the following Work:

1. Drinking water utilities:
  - 8-inch distribution waterline serving facilities at the Airport, including all valves, and fittings.
  - New fire hydrants
  - Service line to yard hydrant
2. Wastewater utilities:
  - Duplex pump lift stations at each of the on-site facilities requiring service connections
  - High density polyethylene (HDPE) low pressure sewer line
  - 2,500-gallon septic tank and duplex leach field dosing pumps
  - Subsurface disposal field for treated effluent
  - New security fencing around leach field and septic tank

The selected Contractor shall furnish the labor, materials, supplies, and equipment required to complete the project. To be considered for this work, bidders must have current New Mexico Well Driller and Business licenses, and must also have the appropriate General Contractor license required by the State.

##### **B. PROJECT SCHEDULE:**

To be completed by the Contractor within 10 days of the effective date of the Contract.

**EXHIBIT A – BID FORM C-410**

## EXHIBIT B – PERFORMANCE BOND

A. WHEREAS, \_\_\_\_\_ as PRINCIPAL (hereinafter called "the CONTRACTOR"), and \_\_\_\_\_, as SURETY (hereinafter called "the SURETY"), are held and firmly bound unto OBLIGEE Town of Taos, a Political Subdivision of the State of New Mexico, (hereinafter called "the TOWN "), in the sum of \_\_\_\_\_ dollars (\$0,000.00), for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

B. WHEREAS the CONTRACTOR has a written contract dated \_\_\_\_\_, 2025 with the TOWN for Contract # \_\_\_\_\_, New Mexico, in accordance with drawings and specifications which contract is referenced made part hereof, and is hereinafter referred to "the Contract."

C. NOW, THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the contracting body, with or without notice to the surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract (including any amendment thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect until the TOWN shall by written instrument notify the SURETY that the obligation is discharged, except that the obligation shall continue for at least three (3) months following the expiration of the term of the Contract.

1. The SURETY hereby waives notice of any alteration or extension of the Contract time made by the TOWN.
2. Whenever CONTRACTOR shall be, and is declared by the TOWN to be in default under the Contract, the TOWN having performed the TOWN's obligations thereunder, the SURETY must promptly remedy the default and shall promptly:
  - a. Complete the Contract in accordance with its terms and conditions, or
  - b. Obtain a bid or bids for submission to the TOWN for completing the Contract in accordance with its terms and conditions, and upon determination by the TOWN and SURETY of the lowest responsible bidder, arrange for a contract between such bidder and Town of Taos, and make available as work

progresses (even though there should be a default or a secession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price" as used in this paragraph, shall mean the total amount payable by the TOWN to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by the TOWN to CONTRACTOR.

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

E. This Bond shall be enforceable without the need to have recourse to any judicial or arbitral proceedings.

SIGNED AND SEALED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.  
(seal)

CONTRACTOR - PRINCIPAL

By: \_\_\_\_\_

State of New Mexico)

County of Taos )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:  
\_\_\_\_\_

## SURETY

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

State of New Mexico)  
 ) ss

County of Taos )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by

NOTARY PUBLIC

My commission expires:

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**SURETY'S Authorized New Mexico Agent**

(seal)

## EXHIBIT C – LABOR AND MATERIAL PAYMENT BOND

(SAMPLE)

WHEREAS, \_\_\_\_\_, as Principal (hereinafter called "the PRINCIPAL"), and \_\_\_\_\_, as SURETY (hereinafter referred to as "the SURETY"), are held and firmly bound unto the Town of Taos, a municipal corporation organized and existing under the Laws of the State of New Mexico, as OBLIGEE (hereinafter called "the TOWN"), for the use and benefit of any claimants as herein below defined as Principal (hereinafter called the PRINCIPAL) and as SURETY (hereinafter called the "SURETY"), are, in the amount of \_\_\_\_\_ dollars (\$0,000.00) for the payment whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has a written contract dated \_\_\_\_\_, 2025, with the TOWN for construction contract # \_\_\_\_\_ services in the Town of Taos, New Mexico, which must be constructed in accordance with drawings and specifications which contract is referenced and made a part hereof, and is hereinafter referred to as "the Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if PRINCIPAL shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject to the following conditions:

1. A claimant is defined as one having a direct contract with the PRINCIPAL or with a subcontractor of the PRINCIPAL for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include but not be limited to that part of water, gas, power, light, heat, oil, gasoline, telephone services or rental of equipment directly applicable to the Contract.
2. The above-named PRINCIPAL and SURETY hereby jointly and severally agree with the TOWN that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may prosecute a suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereof. The TOWN shall not be liable for payment of any cost or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
  - a. Unless claimant, or other than one having a direct contract with the PRINCIPAL, shall have written notice in the form of a sworn statement to or from the TOWN and any one or both of the following—the PRINCIPAL or

b. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the TOWN, PRINCIPAL or SURETY, at any place where an office is regularly maintained by said TOWN, PRINCIPAL or SURETY for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer.

5. No right of action shall accrue on this Bond to or for the use of any person or corporation other than subcontractors or sub-subcontractors of the said Contract between PRINCIPAL and Town of Taos named herein.

CONTRACTOR - PRINCIPAL

State of New Mexico) ) ss  
County of Taos )

NOTARY PUBLIC

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Title: \_\_\_\_\_

State of New Mexico                                 )  
  ) ss  
County of Taos   )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by

NOTARY PUBLIC

My commission expires:

**SURETY'S Authorized New Mexico Agent**

(seal)



## **EXHIBIT D – SUPPLEMENTARY CONDITIONS**

Construction Safety Phasing Plan (CSPP)- Approved for the project by the FAA.

CSPP Final Determination Letters

See Section 8.02(D) of the General Conditions

## **EXHIBIT E – TECHNICAL SPECIFICATIONS**

## **EXHIBIT F – DRAWINGS**

**EXHIBIT G – AMENDMENT TO THE AGREEMENT**

**TOWN OF TAOS**  
**AMENDMENT NO. \_\_\_\_ TO THE AGREEMENT WITH \_\_\_\_\_ TO**  
**PROVIDE WELL DRILLING AND INSTALLATION SERVICES**

**THIS AMENDMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_ 2025, by and between the **Town of Taos**, a municipal corporation organized and existing under the Laws of the State of New Mexico (hereinafter referred to as "the Town"), and \_\_\_\_\_ (hereinafter referred to as "the Contractor").

**WHEREAS**, pursuant to NMSA 1978, Sections 13-1-103 – 13-1-110, competitive sealed bids were solicited through Invitation for Bids No. \_\_\_\_\_ for well drilling services and a Notice or Advertisement for Bids for that project was duly published in conformity with NMSA Section 13-1-104;

**WHEREAS**, on [DATE], the Town and the Contractor entered into Agreement No. \_\_\_\_\_ (the "Agreement") that provides for the Contractor's provision of these services; and

**WHEREAS**, pursuant to Part 8, Article 12, (NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED) must be in writing and signed by both parties; and

**NOW THEREFORE, BOTH PARTIES AGREE AS FOLLOWS.**

1. The Town and the Contractor hereby agree to modify Article \_\_\_\_\_ of the Agreement, as follows:

**[DETAIL CHANGES HERE]**

**IN WITNESS WHEREOF**, the parties have duly executed this Amendment No. \_\_\_\_\_ to the Agreement as of the date first written above.

**TOWN OF TAOS**

**THE CONTRACTOR**

\_\_\_\_\_  
Lupe Martinez, Town Manager

By: \_\_\_\_\_

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

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

Approved as to form:

\_\_\_\_\_  
Jessica Nixon, Esq.

\_\_\_\_\_  
**XXXXXXXXXX**

Finance Director

## EXHIBIT H – NOTICE TO PROCEED

TO: DATE: \_\_\_\_\_  
PROJECT: \_\_\_\_\_

ATTN: PROJECT NO: \_\_\_\_\_  
CONTRACT NO: \_\_\_\_\_  
RFP NO: \_\_\_\_\_

Enclosed is your copy of the Contract, which has been approved. Please consider this letter as your NOTICE TO PROCEED on the above-referenced project. The Contract Time will commence to run on the date of this document.

Your firm shall commence work within ten (10) calendar days of the above date and shall achieve Substantial Completion no later than \_\_\_\_ calendar days following the date of this Notice, which shall be \_\_\_\_\_ 2025, unless modified by a change order.

It is essential that you make reference to the above-stated project number on all documents sent to the Town, Architect or Engineer. These documents shall include correspondence, change order proposals, change orders, payment request statements, and all other project-related material which you forward to the Town, Architect or Engineer for information and processing.

Also, before you may start any Work at the site, you must (add any other requirements):

OWNER:

THE TOWN OF TAOS

By: \_\_\_\_\_  
Lupe Martinez, Town Manager

CONTRACTOR:

By: \_\_\_\_\_

## **EXHIBIT I – CERTIFICATE OF LIABILITY INSURANCE**

## EXHIBIT J – SUBCONTRACTOR'S LISTING FORM

1. To be fully executed and included with Bid as a condition of the Bid (NMSA 1978, Sections 13-4-31 through 13-4-42).

2. General Contractor Bidders shall list all proposed subcontractors over the listing threshold of \$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. (NMSA 1978, §13-4-34). Contractors submitting bid pricing for more than \$60,000 shall be registered with the New Mexico Department of Workforce Solutions prior to submitting a bid to the Town of Taos (NMSA 1978, §13-4-13.1). If a Contractor is not registered at the time of Bid opening, their Bid shall be considered non-responsive and will be rejected. Contractor's subcontractors shall also be registered. If a Contractor's Bid includes any subcontractor that is not registered, their Bid may be considered for award following substitution of a registered subcontractor for any unregistered subcontractor in accordance with NMSA 1978, §13-4-36. Bidders may find additional information on the registration requirements and forms at the following website: <http://www.dws.state.nm.us/pwaa>

3. The Bidder shall list the Subcontractor's Name, the City or Town of the Place of Business and the Category of Work that will be done by each Subcontractor. The contractor will be required to provide signatures for all subcontractors listed on this subcontractor listing form.

4. For *all trades* that are listed "*only one bid received*" or "*no bid received*," the Contractor must list the names and telephone numbers of all businesses contacted for a quote.

<b>Trade:</b>	<b>Name of Subcontractor:</b>	
<b>Dollar amount of bid:</b>		
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
If "no bid received" or "only one bid received" list name and telephone number of businesses contacted: 1. 2. 3.		

Trade:	Name of Subcontractor:	
Dollar amount of bid:		
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
If "no bid received" or "only one bid received" list name and telephone number of businesses contacted: 1. 2. 3.		
Trade:	Name of Subcontractor:	
Dollar amount of bid:		
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
If "no bid received" or "only one bid received" list name and telephone number of businesses contacted: 1. 2. 3.		
Trade:	Name of Subcontractor:	
Dollar amount of bid:		
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.



Signature of Subcontractor (To be obtained after award of contract):		
If "no bid received" or "only one bid received" list name and telephone number of businesses contacted: 1. 2. 3.		
Trade:	Name of Subcontractor:	
Dollar amount of bid:		
Address: .		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
If "no bid received" or "only one bid received" list name and telephone number of businesses contacted: 1. 2. 3.		
Trade:	Name of Subcontractor:	
Dollar amount of bid:		
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
If "no bid received" or "only one bid received" list name and telephone number of businesses contacted: 1. 2. 3.		

Trade:	Name of Subcontractor:	
Dollar amount of bid:		
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
If "no bid received" or "only one bid received" list name and telephone number of businesses contacted: 1. 2. 3.		

## **EXHIBIT K– ASSIGNMENT OF ANTITRUST CLAIMS**

TO BE EXECUTED BY GENERAL CONTRACTORS, SUBCONTRACTORS,  
SUPPLIERS, AND SUBSUBCONTRACTORS OF CONTRACTORS ON TOWN  
CONTRACTS.

FIRM NAME:

ADDRESS:

PHONE NO.:

PROJECT:

PROJECT NO:

\_\_\_\_\_ agrees that any and all claims which it may have or may inure to it for overcharges resulting from antitrust violations as to goods, services, and materials purchased in connection with work under this Agreement are hereby assigned to Town of Taos, but only to the extent that such overcharges are passed on to the Town. It is agreed that the undersigned retains all rights to any such antitrust claims to the extent of any overcharges not passed on to the Town, including the right to any treble damages attributable thereto.

FIRM: \_\_\_\_\_

BY: \_\_\_\_\_  
Signed by Individual empowered to obligate Suppliers, Subcontractors or  
Sub-subcontractors

TITLE: \_\_\_\_\_

**EXHIBIT L**

**TAOS REGIONAL AIRPORT WATER AND WASTEWATER IMPROVEMENTS**

**PROJECT**

**TAOS, NEW MEXICO**

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

Company:

Address:

Date:

\_\_\_\_\_ strives and pledges to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity.

In accordance with all such laws of the State of New Mexico, \_\_\_\_\_, assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination.

Acknowledged and accepted by:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

## EXHIBIT M – CHANGE ORDER TO SCOPE OF WORK

NO.: [NUMBER OF CHANGE ORDER]

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]: \$ _____	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]: Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: \$ _____	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if  
required)

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Accepted by Contractor

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Authorized by Owner

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to form

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
XXXXXXXXXX, Finance Director

**REVIEWED**

TOWN OF TAOS  
PROJECT MANAGER

By: \_\_\_\_\_

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

\_\_\_\_\_  
XXXXXXXXXX, Finance Director

Approved as to form:

\_\_\_\_\_  
XXXXXXXXXX, Attorney for  
The Town of Taos

## EXHIBIT N – APPLICATION FOR PAYMENT

### Contractor's Application for Payment

<b>Owner:</b>	Town of Taos	<b>Owner's Project No.:</b>	
<b>Engineer:</b>	Daniel B. Stephens & Associates	<b>Engineer's Project No.:</b>	DB20.1270
<b>Contractor:</b>		<b>Contractor's Project No.:</b>	
<b>Project:</b>	Town of Taos Regional Airport		
<b>Contract:</b>	Taos Regional Airport Water and Wastewater Improvements		
<b>Application No.:</b>		<b>Application Date:</b>	
<b>Application Period:</b>	<b>From</b>	<b>to</b>	

1. Original Contract Price	\$ -
2. Net change by Change Orders	\$ -
3. Current Contract Price (Line 1 + Line 2)	\$ -
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ -
5. Less previous payments (Line 4 from prior application)	
6. Amount due this application	\$ -
9. Balance to finish (Line 3 - Line 4)	\$ -

### Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor:**

**Signature:**

**Date:**

**Recommended by Engineer**

**By:**

**Title:**

**Date:**

**Approved by Owner**

**By:**

**Title:**

**Date:**

**EXHIBIT O – CERTIFICATE OF SUBSTANTIAL COMPLETION**  
**TOWN OF TAOS \_\_\_\_\_ (DEPARTMENT)**

**CONTRACTOR:**

Contractor Purchase Order Number: \_\_\_\_\_

ENGINEER (if applicable): \_\_\_\_\_

Project Name: \_\_\_\_\_

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

Project Description - Article 2 to Agreement Between Town of Taos and Contractor  
(include address and project location description):

(provide)

The contractor hereby certifies the Work of this project to be in complete conformance to the Contract Documents and is substantially complete, enabling the Town to make use of the Work as intended.

By its signature below the Contractor further requests Architect or Engineer (if applicable) and the Town to inspect the Work and to concur in the Work's substantial completion by their signature and/or to provide in a timely manner to Contractor a listing of work items adjudged by them as remaining to be completed or corrected. Contractor agrees to complete and correct all work items (Punch List) representative of such listing within \_\_\_\_\_ days from date of receipt from the Town, Architect or Engineer.

**Contractor**

By: \_\_\_\_\_  
Name:

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

**Accepted, Town of Taos:**

By: \_\_\_\_\_

Name: \_\_\_\_\_



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

**Inspected/Concurrence Architect/Engineer**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**PUNCH LIST**

A list of items (Punch List) to be completed or corrected, verified by the Engineer and Town is appended hereto. Failure to include any incomplete items on such list does not alter the responsibility of the Contractor to provide all Work in complete conformance with the Contract Documents.

The Contractor shall complete or correct the work on the punch list appended hereto by

\_\_\_\_\_.  
The punch list consists of \_\_\_\_\_ (indicate number of items) items.

The Work performed under this Contract has been reviewed and found to be substantially complete by the Town of Taos who has hereby established the Date of Substantial Completion as \_\_\_\_\_ (date), which is also the date of commencement of all warranties and guarantees required by the Contract Documents. The Date of Substantial Completion of the Work or designated portion thereof is the date established by the \_\_\_\_\_ (Town designee) when construction is sufficiently complete, in accordance with the Contract Documents, so the Town may occupy the Work, or distributed portion thereof, for the use for which it is intended.

The Town accepts the Work or designated portion thereof as substantially complete and assumes full possession thereof, in accordance with the contract documents.

Punch List Items: (Use additional sheets if necessary)