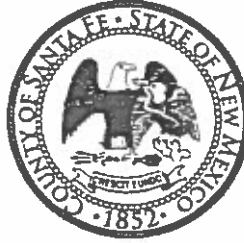


Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

To: Santa Fe County Board of County Commissioners

Through: Katherine Miller, County Manager
Patricia Boies, Health Services Division Director, Community Services Department

From: Kyra Ochoa, Program Manager, Health Care Assistance Program

Date: October 11, 2016

Re: Approval of County Health Care Assistance Claims in the Amount of \$204,749.85
(Community Services Department/Kyra Ochoa)

ISSUE:

Approval of County Health Care Assistance claims in the amount of \$204,749.85.

BACKGROUND:

The BCC has approved funding for the County Health Care Assistance Program, to fund community-based providers. The Health Care Assistance Program has processed claims this month in the amount of \$204,749.85, as indicated on the Presentation of Claims document.

RECOMMENDATION:

We recommend the approval of County Health Care Assistance claims in the amount of \$204,749.85.

10/25/16

**Santa Fe County Health Care Assistance Program
Presentation of Claims for Approval
25-Oct-16**

	<u># Claims</u>	<u>Amount</u>
COMMUNITY-BASED PROVIDERS		
La Familia Medical Center	785	\$132,093.00
Southwest Care Center/Women's Health	27	\$3,428.21
El Centro of Northern New Mexico	1	\$70.00
First Choice Community Health, Edgewood		
Pecos Valley Medical Center, Pecos		
Santa Fe Recovery Center	5	\$29,375.00
Sangre de Cristo House	1	\$3,750.00
Christus St. Vincent-HUGS	2	\$8,333.64
Casa Milagro	9	\$2,700.00
Santa Fe Mountain Center		
Santa Fe Public Schools-Adelante		
City of Santa Fe Ambulance Services-MIHO	9	\$25,000.00
Total	839	\$204,749.85

Santa Fe County Health Care Assistance Fund Community-Based Providers
Fiscal Year 2017

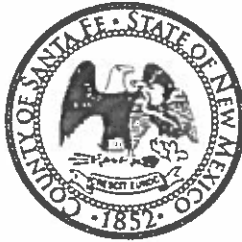
25 October, 2016

Provider Name	FY 17 Allocated Funding	Claims Approved Through September 27, 2016	Claims Presented October 25, 2016	Remaining Balance	% Remaining
Primary Care					
La Familia Medical Center	390,000.00	103,634.00	132,093.00	154,273.00	40%
SW Care/Women's Health Services	24,000.00	2,519.15	3,428.21	18,052.64	75%
EI Centro of Northern of NM	2,500.00	70.00	70.00	2,360.00	94%
First Choice Healthcare	500.00			500.00	100%
Pecos Valley Medical Center	3,000.00			3,000.00	100%
Total Primary Care	420,000.00	106,223.15	135,591.21	178,185.64	42%
Substance Abuse					
Santa Fe Recovery Center	330,000.00	47,420.00	29,375.00	253,205.00	77%
Sangre de Cristo House	25,000.00		3,750.00	21,250.00	85%
Christus St. Vincent-HUGS	50,000.00	4,166.86	8,333.64	37,499.50	75%
Total Substance Abuse	405,000.00	51,586.86	41,458.64	311,954.50	77%
Mental Health					
Casa Milagro	25,000.00	2,700.00	2,700.00	19,600.00	78%
Santa Fe Mountain Center	75,000.00			75,000.00	100%
Santa Fe Schools Adelante	20,000.00			20,000.00	100%
Total Mental Health	120,000.00	2,700.00	2,700.00	114,600.00	96%
Ambulance					
City of Santa Fe Ambulance Services (MIHO)	25,000.00		25,000.00	-	0%
Total Ambulance	25,000.00	-	25,000.00	-	0%
Total Health Care Assistance	970,000.00	160,510.01	204,749.85	604,740.14	62%
Cremations (Under Separate Cover)	30,000.00	6,000.00	4,200.00	19,800.00	66%
Grand Total	1,000,000.00	166,510.01	208,949.85	624,540.14	62%

Henry P. Roybal
Commissioner, District 1

Miguel Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

DATE: *October 11, 2016*

TO: *Santa Fe County Board of County Commissioners*

FROM: *Michael Kelley, Public Works Department Director MK 10/12/16*
Bill Taylor, Purchasing Manager

VIA: *Katherine Miller, County Manager*

ITEM AND ISSUE: *BCC Meeting October 25, 2016*

Request approval of four (4) Indefinite Delivery/Indefinite Quantity (ID/IQ) price agreement(s) for IFB # 2017-0078-PW/RM for Road Maintenance & Construction Materials. (Public Works/Michael Kelley and Purchasing/Bill Taylor)

ISSUE:

The Public Works Department Road Division and Purchasing Division solicited an Invitation for Bid (IFB) #2017-0078-PW/RM for Road Maintenance & Construction Materials in accordance Section t 3-1-103 NMSA 1978. The Purchasing Manager, in accordance with Section 13- t - 151 NMSA t 978, determined that due to the approximately 576 miles of road that it would be in Santa Fe County's best interest to contract with the four (4) different vendors for road materials.

BACKGROUND:

Santa Fe County Purchasing Division solicited for Road Maintenance & Construction Materials through a formal solicitation. The four (4) price agreements are as follows:

- 2017-0078A-PW/RM Road Maintenance & Construction Materials Price Agreement with Allied 360. (Española, NM)
- 2017-0078B-PW/RM Road Maintenance & Construction Materials Price Agreement with Associated Asphalt (Santa Fe, NM)
- 2017-0078C-PW/RM Road Maintenance & Construction Materials Price Agreement with Espanola Transit Mix, LLC (Española, NM)
- 2017-0078D-PW/RM Road Maintenance & Construction Materials Price Agreement with Moriarty Concrete (Moriarty, NM)

The Public Works Department elected to contract with each firm since the location of their pits are located strategically throughout Santa Fe County which could result in a substantial savings.

ACTION REQUESTED:

The Public Works Department is requesting approval of four (4) Indefinite Delivery/Indefinite Quantity (ID/IQ) for the Road Maintenance & Construction Materials Price Agreements with vendors listed above.

**SANTA FE COUNTY
PRICE AGREEMENT
ROAD MAINTENANCE & CONSTRUCTION MATERIALS**

THIS AGREEMENT is made and entered into by and between Santa Fe County, New Mexico, a political subdivision of the State of New Mexico, (hereinafter referred to as the "County") and **ALLIED 360 CONSTRUCTION, LLC** authorized to do business in the County of New Mexico (hereinafter referred to as "the Contractor").

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. DEFINITIONS

- A. "County" shall mean the County of Santa Fe, New Mexico.
- B. "Using Department or Department" shall mean a Department, Commission or Board of Santa Fe County.
- C. "Purchase Order" shall mean a fully executed Purchase Document issued by the County Purchasing Department that specifies the items and services to be provided by the Contractor.
- D. "Price Agreement" means this indefinite quantity Price Agreement which requires the Contractor to provide Road Maintenance & Construction Materials services to a Using Department which issues a Purchase Order.
- E. "Price" means the fixed hourly rates and prices paid by the County and its Departments for the Road Maintenance & Construction Materials services, and deliverables as described in Attachment A.

2. GOODS TO BE PROVIDED

- A. **Purchase.** Attachment A of this Price Agreement lists the prices for the Contractor's tangible goods and services. Attachment A also indicates any specifications required for the tangible goods and services that are subject of this Price Agreement.
- B. **Items Listed on Attachment A.** The County may issue Purchase Orders for the purchase of the items listed on Attachment A. Any service ordered by the County must be a service described on Attachment A. All orders issued hereunder must bear both an order number and the number of this Price Agreement No. **2017-0078A-PW/RM**.
- C. **Quantities.** It is understood that this is an indefinite quantity Price Agreement and the County may purchase any quantity of the item(s) or services listed on Attachment A on an as-needed basis. No guarantee or warranty is made or implied that any order for any definite quantity of item(s) or services be issued under this Price Agreement. The Contractor is required to accept the Purchase Order and furnish the items and services.
- D. **Specifications.** The services furnished under this Price Agreement shall meet or exceed the specifications provided in this IFB# 2017-0078-PW/RM including all Addenda. Orders issued pursuant to this Agreement must show the applicable Price Agreement items(s) or services(s).



E. Delivery and Billing Instructions.

1. The Contractor shall deliver the items and services in accordance with the County's instructions. The Contractor shall also deliver, with the services ordered, an invoice listing the order number and the Price Agreement number.
2. Whenever, the Using Department does not accept any deliverable and returns it to the Contractor, all related documentation furnished by the Contractor shall be returned also.
3. The Department will inform the Contractor within five business days that a deliverable is unacceptable by the Using Department.
4. Prices listed in Attachment A, for each item, shall be the fixed prices and rates for the items and services.

F. Price. Prices listed in Attachment A for each item shall be the price for that item as adjusted as set forth below.

G. Periodic Price Adjustments.

1. The price of items shall be subject to adjustment (increase or decrease) pursuant to this subparagraph to account for fluctuations in the costs of the items that are the subject of this Price Agreement. Adjustments to the prices set forth on Attachment A shall occur within 30 days following issuance of the Bureau of Labor Statistics Index Producers Price Index (Not Seasonally Adjusted)(generally referred to herein as "the PPI") by the U.S. Department of Labor, usually every four months. At that time (the record adjustment date), a price adjustment shall be calculated by adding or subtracting the materials price adjustment to the price of each item set forth on Attachment A. The materials price adjustment shall equal the sum of each adjustment, which shall be calculated in accordance with subsection (3) of this Section. Record price adjustment reflecting a *decrease* in the applicable PPI shall offset previous adjustments resulting from an increase in the applicable PPI. The adjustment shall serve to reduce the price of a particular item in the event that the sum of the adjustments equals a negative number or an increase in the price of an item in the event that the sum of the adjustments equals a positive number.

2. The baseline cost amount for each item set forth on Attachment A shall be as specified on Attachment A (e.g., the price bid for each item). This baseline cost amount shall be used to calculate the adjustments in accordance with subsection (3) of this Section.

3. A record adjustment shall be based on the PPI for that item. At the time of contracting, the specific PPI index for each item shall be identified. On the record adjustment date, record adjustments shall be calculated by multiplying the applicable baseline cost amount associated with the particular item by the record adjustment factor. The record adjustment factor shall be based on the percentage of change in the applicable PPI from the effective date of this Price Agreement (IC) as compared to the applicable PPI on the record adjustment date (IE), and shall be calculated in accordance with the following formula:

$$\text{Record Adjustment Factor} = \text{IE/IC} - 1.00$$

The parties shall execute an amendment to the Price Agreement setting forth each record adjustment within 30 days after the applicable record adjustment date.

3. PAYMENT

All payments under this Price Agreement are subject to the following provisions.

- A. **Inspection.** Final inspection and acceptance of all items and services ordered shall be made at the destination. Items rejected at the destination for non-conformance with specifications shall be removed, at the Contractor's risk and expense, promptly after notice of rejection.
- B. **Acceptance.** In accordance with NMSA 1978, Section 13-1-158, the Using Department shall determine if the items meet specifications, and may accept the items if the items meet specifications. No payment shall be made for any items until the items have been accepted in writing by the Using Department. Unless otherwise agreed upon between the Using Department and the Contractor, within 30 days from the receipt of items, the Using Department shall issue a written certification of complete or partial acceptance or rejection of the items. The time period shall begin at the time of receipt of the final shipment when there are multiple shipments per purchase order. Unless the Using Department gives notice of rejection within the specified time period, the items will be deemed to have been accepted.
- C. **Issuance of Orders.** Only written, signed and properly executed purchase orders are valid under this Price Agreement.
- D. **Invoices.** The Contractor may submit invoices for payment no more frequently than monthly. The Contractor's invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit prices, extended totals, delivery tickets and applicable taxes. Separate invoices shall be rendered for each and every complete shipment. Invoices must be submitted to the Using Department and not the Purchasing Division.
- E. **Payment of Invoices.** Upon written certification from the Using Department that the items have been received and accepted, payment shall be tendered to the Contractor within 30 days. If the payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the Price Agreement to the Contractor at the rate of 1.5 % per month. Payment shall be made to the Contractor's designated mailing address.
- F. **Tax Note.** Applicable gross receipts taxes or local option taxes shall be included on each invoice and shown as a separate item to be paid. The payment of taxes for any money received under this agreement shall be the Contractor's sole responsibility and must be reported under the Contractor's federal and county tax identification number(s). If a Using Department is exempt from the New Mexico gross receipts tax or local option taxes for the transaction, the Using Department shall provide the Contractor with written evidence of such exemption(s).

4. TERM

This Price Agreement shall not become effective until approved in writing by all the parties as shown by their signatures below. The term of this Agreement shall be four years on the same terms and conditions from the Effective Date.

5. CANCELLATION

- A. The County reserves the right to cancel without cost to the County all or any part of any order placed under this Price Agreement if the services or deliverables fail to meet the requirements of this Price Agreement.
- B. The failure of the Contractor to perform its obligations under this Price Agreement shall constitute a default of this Price Agreement.
- C. The Contractor may be excused from performance if the Contractor's failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor, unless the County shall determine that the item, to be furnished by a sub-contractor, is obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- D. Such causes of excuse include, but are not limited to, acts of God or the public enemy, acts of the County or Federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above.
- E. The County may cancel all, or any part, of any order without cost to the County if the Contractor fails to meet material provisions of the order and the Contractor shall be liable for any excess costs incurred by the County that is associated with such default.

6. TERMINATION

- A. **For Convenience.** Consistent with applicable New Mexico laws, this Price Agreement may be terminated by the County, without penalty, at any time prior to the expiration date of this Price Agreement. County will provide at least 20 days prior written notice to the Contractor of the date of termination. Notice of Termination of this Price Agreement shall not affect any outstanding orders issued under this Price Agreement prior to the effective date of termination for convenience by the County.
- B. **For Cause.** Either party may terminate this Agreement for cause based upon material breach of this Agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If, within 30 days, after receipt of a written notice, the breaching party has not corrected the breach or, in the case of a breach which cannot be corrected in 30 days, begin and proceed in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the Agreement effective immediately. The non-breaching party shall retain any and all other remedies available to it under the law.

7. AMENDMENT

This Price Agreement may only be amended by mutual agreement of the County and the Contractor upon written notice by either party to the other. Any such amendment shall be in writing and signed by the parties hereto. Unless otherwise agreed to by the parties, an amendment shall not affect any outstanding Purchase Order(s) issued, by the County, prior to the effective date of the amendment.

8. ASSIGNMENT

Contractor shall not sell, assign, pledge, transfer, or otherwise convey any of its rights or interests in this Price Agreement.

9. NON-COLLUSION

In signing this Price Agreement, the Contractor certifies it has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with its offer and this Price Agreement.

10. RECORDS

During the term of this Price Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services or deliverables provided. These records shall be subject to inspection by the Department, the County and State Auditor and other appropriate County authorities. The County shall have the right to audit billings both before and after payment. Payment under this Price Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.

11. APPROPRIATIONS

The terms of this Price Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Price Agreement. If sufficient appropriations and authorization are not made, this Price Agreement, and any orders placed under it, shall terminate upon written notice being given to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

12. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with any performance required under this Price Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

13. APPROVAL OF CONTRACTOR'S REPRESENTATIVES

The County reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the County, serving the needs of the County adequately.

14. SCOPE OF AGREEMENT, MERGER

This Price Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and all such covenants, agreements and understandings have been merged into this written Price Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Price Agreement.

15. NOTICE

The New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199 imposes civil misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose penalties for bribes, gratuities and kickbacks.

16. INDEMNIFICATION

The Contractor shall hold the County and its Departments, agencies and employees harmless and shall indemnify the County and its agencies and employees against any and all claims, suits, actions, liabilities and cost of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees, or sub-contractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the Department, its officers or employees.

17. THIRD PARTY BENEFICIARY

This Price Agreement was not intended to and does not create any rights in any persons not a party hereto.

18. NEW MEXICO TORT CLAIMS ACT.

No provision of this Price Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by the County and its Departments or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

19. INSURANCE.

- A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

- B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Price Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,050,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Price Agreement is an insured contract. Santa Fe County shall be named an additional insured on the policy.
- C. Worker's Compensation Insurance. The Contractor shall comply with the provisions of the Worker's Compensation Act.
- D. Increased Limits. If, during the life of this Price Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

20. APPLICABLE LAW

This Price Agreement shall be governed by the laws of the State of New Mexico.

21. CHOICE OF LAW

This Price Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. The parties agree that the exclusive forum for any litigation between them arising out of or related to this Price Agreement shall be in the First Judicial District Court of New Mexico, located in Santa Fe County, New Mexico.

22. INVALID TERM OR CONDITION/SEVERABILITY

The provisions of this Price Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Price Agreement is determined to be invalid by a court or department or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of the Price Agreement, which can be given effect without the invalid provision.

23. ENFORCEMENT OF AGREEMENT

A party's failure to require strict performance of any provision of this Price Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by party or any of its rights under this Price Agreement shall be effective unless expressed and in writing, and not effective waiver by a party of any of its right shall be effective to waive any other rights.

24. SURVIVAL

The Provisions of the following listed paragraphs shall survive termination of this Price Agreement: Delivery & Billing Instructions; Records; Indemnification; Applicable Law; and Survival.

25. NOTICES

Either party may give written notice to the other party in accordance with the terms of this Price Agreement. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three business days after being mailed.

To the County:

**Santa Fe County
Office of the County Attorney
102 Grant Avenue
Santa Fe, NM 87501**

**Santa Fe County Public Works Department
Attn: Eric Giron, Project Manager
102 Grant Avenue
PO Box 276
Santa Fe, NM 87504-0276**

To the Contractor:

**Allied 360 Construction LLC
Attn: Patrick Herrera
PO Box 1913
Española, NM 87532
(505) 470-5779**

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Price Agreement. The carrier for mail delivery and notices shall be the agent of the sender.

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

SANTA FE COUNTY

Miguel M. Chavez, Chair
Santa Fe County Board of Commissioners

Date

ATTESTATION

Geraldine Salazar
Santa Fe County Clerk

Date

APPROVED AS TO FORM

Gregory S. Shaffer
Santa Fe County Attorney

Date

FINANCE DEPARTMENT APPROVAL

Carole H. Jaramillo
Santa Fe County Finance Director

Date

CONTRACTOR

Signature

Date

Print Name and Title

11





2001

1



**SANTA FE COUNTY
PRICE AGREEMENT
ROAD MAINTENANCE & CONSTRUCTION MATERIALS**

THIS AGREEMENT is made and entered into by and between Santa Fe County, New Mexico, a political subdivision of the State of New Mexico, (hereinafter referred to as the "County") and **ASSOCIATED ASPHALT & MATERIALS LLC** authorized to do business in the County of New Mexico (hereinafter referred to as "the Contractor").

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. DEFINITIONS

- A. "County" shall mean the County of Santa Fe, New Mexico.
- B. "Using Department or Department" shall mean a Department, Commission or Board of Santa Fe County.
- C. "Purchase Order" shall mean a fully executed Purchase Document issued by the County Purchasing Department that specifies the items and services to be provided by the Contractor.
- D. "Price Agreement" means this indefinite quantity Price Agreement which requires the Contractor to provide Road Maintenance & Construction Materials services to a Using Department which issues a Purchase Order.
- E. "Price" means the fixed hourly rates and prices paid by the County and its Departments for the Road Maintenance & Construction Materials services, and deliverables as described in Attachment A.

2. GOODS TO BE PROVIDED

- A. **Purchase.** Attachment A of this Price Agreement lists the prices for the Contractor's tangible goods and services. Attachment A also indicates any specifications required for the tangible goods and services that are subject of this Price Agreement.
- B. **Items Listed on Attachment A.** The County may issue Purchase Orders for the purchase of the items listed on Attachment A. Any service ordered by the County must be a service described on Attachment A. All orders issued hereunder must bear both an order number and the number of this Price Agreement No. **2017-0078B-PW/RM**.
- C. **Quantities.** It is understood that this is an indefinite quantity Price Agreement and the County may purchase any quantity of the item(s) or services listed on Attachment A on an as-needed basis. No guarantee or warranty is made or implied that any order for any definite quantity of item(s) or services be issued under this Price Agreement. The Contractor is required to accept the Purchase Order and furnish the items and services.
- D. **Specifications.** The services furnished under this Price Agreement shall meet or exceed the specifications provided in this IFB# 2017-0078-PW/RM including all Addenda. Orders issued pursuant to this Agreement must show the applicable Price Agreement items(s) or services(s).



E. Delivery and Billing Instructions.

1. The Contractor shall deliver the items and services in accordance with the County's instructions. The Contractor shall also deliver, with the services ordered, an invoice listing the order number and the Price Agreement number.
2. Whenever, the Using Department does not accept any deliverable and returns it to the Contractor, all related documentation furnished by the Contractor shall be returned also.
3. The Department will inform the Contractor within five business days that a deliverable is unacceptable by the Using Department.
4. Prices listed in Attachment A, for each item, shall be the fixed prices and rates for the items and services.

F. Price. Prices listed in Attachment A for each item shall be the price for that item as adjusted as set forth below.

G. Periodic Price Adjustments.

1. The price of items shall be subject to adjustment (increase or decrease) pursuant to this subparagraph to account for fluctuations in the costs of the items that are the subject of this Price Agreement. Adjustments to the prices set forth on Attachment A shall occur within 30 days following issuance of the Bureau of Labor Statistics Index Producers Price Index (Not Seasonally Adjusted)(generally referred to herein as "the PPI") by the U.S. Department of Labor, usually every four months. At that time (the record adjustment date), a price adjustment shall be calculated by adding or subtracting the materials price adjustment to the price of each item set forth on Attachment A. The materials price adjustment shall equal the sum of each adjustment, which shall be calculated in accordance with subsection (3) of this Section. Record price adjustment reflecting a *decrease* in the applicable PPI shall offset previous adjustments resulting from an increase in the applicable PPI. The adjustment shall serve to reduce the price of a particular item in the event that the sum of the adjustments equals a negative number or an increase in the price of an item in the event that the sum of the adjustments equals a positive number.

2. The baseline cost amount for each item set forth on Attachment A shall be as specified on Attachment A (e.g., the price bid for each item). This baseline cost amount shall be used to calculate the adjustments in accordance with subsection (3) of this Section.

3. A record adjustment shall be based on the PPI for that item. At the time of contracting, the specific PPI index for each item shall be identified. On the record adjustment date, record adjustments shall be calculated by multiplying the applicable baseline cost amount associated with the particular item by the record adjustment factor. The record adjustment factor shall be based on the percentage of change in the applicable PPI from the effective date of this Price Agreement (IC) as compared to the applicable PPI on the record adjustment date (IE), and shall be calculated in accordance with the following formula:

$$\text{Record Adjustment Factor} = \text{IE/IC} - 1.00$$

The parties shall execute an amendment to the Price Agreement setting forth each record adjustment within 30 days after the applicable record adjustment date.

3. PAYMENT

All payments under this Price Agreement are subject to the following provisions.

- A. **Inspection.** Final inspection and acceptance of all items and services ordered shall be made at the destination. Items rejected at the destination for non-conformance with specifications shall be removed, at the Contractor's risk and expense, promptly after notice of rejection.
- B. **Acceptance.** In accordance with NMSA 1978, Section 13-1-158, the Using Department shall determine if the items meet specifications, and may accept the items if the items meet specifications. No payment shall be made for any items until the items have been accepted in writing by the Using Department. Unless otherwise agreed upon between the Using Department and the Contractor, within 30 days from the receipt of items, the Using Department shall issue a written certification of complete or partial acceptance or rejection of the items. The time period shall begin at the time of receipt of the final shipment when there are multiple shipments per purchase order. Unless the Using Department gives notice of rejection within the specified time period, the items will be deemed to have been accepted.
- C. **Issuance of Orders.** Only written, signed and properly executed purchase orders are valid under this Price Agreement.
- D. **Invoices.** The Contractor may submit invoices for payment no more frequently than monthly. The Contractor's invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit prices, extended totals, delivery tickets and applicable taxes. Separate invoices shall be rendered for each and every complete shipment. Invoices must be submitted to the Using Department and not the Purchasing Division.
- E. **Payment of Invoices.** Upon written certification from the Using Department that the items have been received and accepted, payment shall be tendered to the Contractor within 30 days. If the payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the Price Agreement to the Contractor at the rate of 1.5 % per month. Payment shall be made to the Contractor's designated mailing address.
- F. **Tax Note.** Applicable gross receipts taxes or local option taxes shall be included on each invoice and shown as a separate item to be paid. The payment of taxes for any money received under this agreement shall be the Contractor's sole responsibility and must be reported under the Contractor's federal and county tax identification number(s). If a Using Department is exempt from the New Mexico gross receipts tax or local option taxes for the transaction, the Using Department shall provide the Contractor with written evidence of such exemption(s).

4. TERM

This Price Agreement shall not become effective until approved in writing by all the parties as shown by their signatures below. The term of this Agreement shall be four years on the same terms and conditions from the Effective Date.

5. CANCELLATION

- A. The County reserves the right to cancel without cost to the County all or any part of any order placed under this Price Agreement if the services or deliverables fail to meet the requirements of this Price Agreement.
- B. The failure of the Contractor to perform its obligations under this Price Agreement shall constitute a default of this Price Agreement.
- C. The Contractor may be excused from performance if the Contractor's failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor, unless the County shall determine that the item, to be furnished by a sub-contractor, is obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- D. Such causes of excuse include, but are not limited to, acts of God or the public enemy, acts of the County or Federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above.
- E. The County may cancel all, or any part, of any order without cost to the County if the Contractor fails to meet material provisions of the order and the Contractor shall be liable for any excess costs incurred by the County that is associated with such default.

6. TERMINATION

- A. **For Convenience.** Consistent with applicable New Mexico laws, this Price Agreement may be terminated by the County, without penalty, at any time prior to the expiration date of this Price Agreement. County will provide at least 20 days prior written notice to the Contractor of the date of termination. Notice of Termination of this Price Agreement shall not affect any outstanding orders issued under this Price Agreement prior to the effective date of termination for convenience by the County.
- B. **For Cause.** Either party may terminate this Agreement for cause based upon material breach of this Agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If, within 30 days, after receipt of a written notice, the breaching party has not corrected the breach or, in the case of a breach which cannot be corrected in 30 days, begin and proceed in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the Agreement effective immediately. The non-breaching party shall retain any and all other remedies available to it under the law.

7. AMENDMENT

This Price Agreement may only be amended by mutual agreement of the County and the Contractor upon written notice by either party to the other. Any such amendment shall be in writing and signed by the parties hereto. Unless otherwise agreed to by the parties, an amendment shall not affect any outstanding Purchase Order(s) issued, by the County, prior to the effective date of the amendment.

8. ASSIGNMENT

Contractor shall not sell, assign, pledge, transfer, or otherwise convey any of its rights or interests in this Price Agreement.

9. NON-COLLUSION

In signing this Price Agreement, the Contractor certifies it has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with its offer and this Price Agreement.

10. RECORDS

During the term of this Price Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services or deliverables provided. These records shall be subject to inspection by the Department, the County and State Auditor and other appropriate County authorities. The County shall have the right to audit billings both before and after payment. Payment under this Price Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.

11. APPROPRIATIONS

The terms of this Price Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Price Agreement. If sufficient appropriations and authorization are not made, this Price Agreement, and any orders placed under it, shall terminate upon written notice being given to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

12. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with any performance required under this Price Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

13. APPROVAL OF CONTRACTOR'S REPRESENTATIVES

The County reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the County, serving the needs of the County adequately.

14. SCOPE OF AGREEMENT, MERGER

This Price Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and all such covenants, agreements and understandings have been merged into this written Price Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Price Agreement.

15. NOTICE

The New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199 imposes civil misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose penalties for bribes, gratuities and kickbacks.

16. INDEMNIFICATION

The Contractor shall hold the County and its Departments, agencies and employees harmless and shall indemnify the County and its agencies and employees against any and all claims, suits, actions, liabilities and cost of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees, or sub-contractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the Department, its officers or employees.

17. THIRD PARTY BENEFICIARY

This Price Agreement was not intended to and does not create any rights in any persons not a party hereto.

18. NEW MEXICO TORT CLAIMS ACT.

No provision of this Price Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by the County and its Departments or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

19. INSURANCE.

A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

- B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Price Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,050,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Price Agreement is an insured contract. Santa Fe County shall be named an additional insured on the policy.
- C. Worker's Compensation Insurance. The Contractor shall comply with the provisions of the Worker's Compensation Act.
- D. Increased Limits. If, during the life of this Price Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

20. APPLICABLE LAW

This Price Agreement shall be governed by the laws of the State of New Mexico.

21. CHOICE OF LAW

This Price Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. The parties agree that the exclusive forum for any litigation between them arising out of or related to this Price Agreement shall be in the First Judicial District Court of New Mexico, located in Santa Fe County, New Mexico.

22. INVALID TERM OR CONDITION/SEVERABILITY

The provisions of this Price Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Price Agreement is determined to be invalid by a court or department or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of the Price Agreement, which can be given effect without the invalid provision.

23. ENFORCEMENT OF AGREEMENT

A party's failure to require strict performance of any provision of this Price Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by party or any of its rights under this Price Agreement shall be effective unless expressed and in writing, and not effective waiver by a party of any of its right shall be effective to waive any other rights.

24. SURVIVAL

The Provisions of the following listed paragraphs shall survive termination of this Price Agreement: Delivery & Billing Instructions; Records; Indemnification; Applicable Law; and Survival.

25. NOTICES

Either party may give written notice to the other party in accordance with the terms of this Price Agreement. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three business days after being mailed.

To the County:

**Santa Fe County
Office of the County Attorney
102 Grant Avenue
Santa Fe, NM 87501**

**Santa Fe County Public Works Department
Attn: Eric Giron, Project Manager
102 Grant Avenue
PO Box 276
Santa Fe, NM 87504-0276**

To the Contractor:

**Associated Asphalt & Materials LLC
Attn: Katherine C. Fishman
3810 Oliver Road
Santa Fe, NM 87507
(505) 438-0390**

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Price Agreement. The carrier for mail delivery and notices shall be the agent of the sender.

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

SANTA FE COUNTY

Miguel M. Chavez, Chair
Santa Fe County Board of Commissioners

Date

ATTESTATION

Geraldine Salazar
Santa Fe County Clerk

Date

APPROVED AS TO FORM

Gregory S. Shaffer
Santa Fe County Attorney

Date

FINANCE DEPARTMENT APPROVAL

Carole H. Jaramillo
Santa Fe County Finance Director

Date

CONTRACTOR

Signature

Date

Print Name and Title

**SANTA FE COUNTY
PRICE AGREEMENT
ROAD MAINTENANCE & CONSTRUCTION MATERIALS**

THIS AGREEMENT is made and entered into by and between Santa Fe County, New Mexico, a political subdivision of the State of New Mexico, (hereinafter referred to as the "County") and **ESPANOLA TRANSIT MIX** authorized to do business in the County of New Mexico (hereinafter referred to as "the Contractor").

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. DEFINITIONS

- A. "County" shall mean the County of Santa Fe, New Mexico.
- B. "Using Department or Department" shall mean a Department, Commission or Board of Santa Fe County.
- C. "Purchase Order" shall mean a fully executed Purchase Document issued by the County Purchasing Department that specifies the items and services to be provided by the Contractor.
- D. "Price Agreement" means this indefinite quantity Price Agreement which requires the Contractor to provide Road Maintenance & Construction Materials services to a Using Department which issues a Purchase Order.
- E. "Price" means the fixed hourly rates and prices paid by the County and its Departments for the Road Maintenance & Construction Materials services, and deliverables as described in Attachment A.

2. GOODS TO BE PROVIDED

- A. **Purchase.** Attachment A of this Price Agreement lists the prices for the Contractor's tangible goods and services. Attachment A also indicates any specifications required for the tangible goods and services that are subject of this Price Agreement.
- B. **Items Listed on Attachment A.** The County may issue Purchase Orders for the purchase of the items listed on Attachment A. Any service ordered by the County must be a service described on Attachment A. All orders issued hereunder must bear both an order number and the number of this Price Agreement No. 2017-0078C-PW/RM.
- C. **Quantities.** It is understood that this is an indefinite quantity Price Agreement and the County may purchase any quantity of the item(s) or services listed on Attachment A on an as-needed basis. No guarantee or warranty is made or implied that any order for any definite quantity of item(s) or services be issued under this Price Agreement. The Contractor is required to accept the Purchase Order and furnish the items and services.
- D. **Specifications.** The services furnished under this Price Agreement shall meet or exceed the specifications provided in this IFB# 2017-0078-PW/RM including all Addenda. Orders issued pursuant to this Agreement must show the applicable Price Agreement items(s) or services(s).



E. Delivery and Billing Instructions.

1. The Contractor shall deliver the items and services in accordance with the County's instructions. The Contractor shall also deliver, with the services ordered, an invoice listing the order number and the Price Agreement number.
2. Whenever, the Using Department does not accept any deliverable and returns it to the Contractor, all related documentation furnished by the Contractor shall be returned also.
3. The Department will inform the Contractor within five business days that a deliverable is unacceptable by the Using Department.
4. Prices listed in Attachment A, for each item, shall be the fixed prices and rates for the items and services.

F. Price. Prices listed in Attachment A for each item shall be the price for that item as adjusted as set forth below.

G. Periodic Price Adjustments.

1. The price of items shall be subject to adjustment (increase or decrease) pursuant to this subparagraph to account for fluctuations in the costs of the items that are the subject of this Price Agreement. Adjustments to the prices set forth on Attachment A shall occur within 30 days following issuance of the Bureau of Labor Statistics Index Producers Price Index (Not Seasonally Adjusted)(generally referred to herein as "the PPI") by the U.S. Department of Labor, usually every four months. At that time (the record adjustment date), a price adjustment shall be calculated by adding or subtracting the materials price adjustment to the price of each item set forth on Attachment A. The materials price adjustment shall equal the sum of each adjustment, which shall be calculated in accordance with subsection (3) of this Section. Record price adjustment reflecting a *decrease* in the applicable PPI shall offset previous adjustments resulting from an increase in the applicable PPI. The adjustment shall serve to reduce the price of a particular item in the event that the sum of the adjustments equals a negative number or an increase in the price of an item in the event that the sum of the adjustments equals a positive number.
2. The baseline cost amount for each item set forth on Attachment A shall be as specified on Attachment A (e.g., the price bid for each item). This baseline cost amount shall be used to calculate the adjustments in accordance with subsection (3) of this Section.
3. A record adjustment shall be based on the PPI for that item. At the time of contracting, the specific PPI index for each item shall be identified. On the record adjustment date, record adjustments shall be calculated by multiplying the applicable baseline cost amount associated with the particular item by the record adjustment factor. The record adjustment factor shall be based on the percentage of change in the applicable PPI from the effective date of this Price Agreement (IC) as compared to the applicable PPI on the record adjustment date (IE), and shall be calculated in accordance with the following formula:

$$\text{Record Adjustment Factor} = \text{IE/IC} - 1.00$$

The parties shall execute an amendment to the Price Agreement setting forth each record adjustment within 30 days after the applicable record adjustment date.

3. PAYMENT

All payments under this Price Agreement are subject to the following provisions.

- A. **Inspection.** Final inspection and acceptance of all items and services ordered shall be made at the destination. Items rejected at the destination for non-conformance with specifications shall be removed, at the Contractor's risk and expense, promptly after notice of rejection.
- B. **Acceptance.** In accordance with NMSA 1978, Section 13-1-158, the Using Department shall determine if the items meet specifications, and may accept the items if the items meet specifications. No payment shall be made for any items until the items have been accepted in writing by the Using Department. Unless otherwise agreed upon between the Using Department and the Contractor, within 30 days from the receipt of items, the Using Department shall issue a written certification of complete or partial acceptance or rejection of the items. The time period shall begin at the time of receipt of the final shipment when there are multiple shipments per purchase order. Unless the Using Department gives notice of rejection within the specified time period, the items will be deemed to have been accepted.
- C. **Issuance of Orders.** Only written, signed and properly executed purchase orders are valid under this Price Agreement.
- D. **Invoices.** The Contractor may submit invoices for payment no more frequently than monthly. The Contractor's invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit prices, extended totals, delivery tickets and applicable taxes. Separate invoices shall be rendered for each and every complete shipment. Invoices must be submitted to the Using Department and not the Purchasing Division.
- E. **Payment of Invoices.** Upon written certification from the Using Department that the items have been received and accepted, payment shall be tendered to the Contractor within 30 days. If the payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the Price Agreement to the Contractor at the rate of 1.5 % per month. Payment shall be made to the Contractor's designated mailing address.
- F. **Tax Note.** Applicable gross receipts taxes or local option taxes shall be included on each invoice and shown as a separate item to be paid. The payment of taxes for any money received under this agreement shall be the Contractor's sole responsibility and must be reported under the Contractor's federal and county tax identification number(s). If a Using Department is exempt from the New Mexico gross receipts tax or local option taxes for the transaction, the Using Department shall provide the Contractor with written evidence of such exemption(s).

4. TERM

This Price Agreement shall not become effective until approved in writing by all the parties as shown by their signatures below. The term of this Agreement shall be four years on the same terms and conditions from the Effective Date.

5. CANCELLATION

- A. The County reserves the right to cancel without cost to the County all or any part of any order placed under this Price Agreement if the services or deliverables fail to meet the requirements of this Price Agreement.
- B. The failure of the Contractor to perform its obligations under this Price Agreement shall constitute a default of this Price Agreement.
- C. The Contractor may be excused from performance if the Contractor's failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor, unless the County shall determine that the item, to be furnished by a sub-contractor, is obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- D. Such causes of excuse include, but are not limited to, acts of God or the public enemy, acts of the County or Federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above.
- E. The County may cancel all, or any part, of any order without cost to the County if the Contractor fails to meet material provisions of the order and the Contractor shall be liable for any excess costs incurred by the County that is associated with such default.

6. TERMINATION

- A. **For Convenience.** Consistent with applicable New Mexico laws, this Price Agreement may be terminated by the County, without penalty, at any time prior to the expiration date of this Price Agreement. County will provide at least 20 days prior written notice to the Contractor of the date of termination. Notice of Termination of this Price Agreement shall not affect any outstanding orders issued under this Price Agreement prior to the effective date of termination for convenience by the County.
- B. **For Cause.** Either party may terminate this Agreement for cause based upon material breach of this Agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If, within 30 days, after receipt of a written notice, the breaching party has not corrected the breach or, in the case of a breach which cannot be corrected in 30 days, begin and proceed in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the Agreement effective immediately. The non-breaching party shall retain any and all other remedies available to it under the law.

7. AMENDMENT

This Price Agreement may only be amended by mutual agreement of the County and the Contractor upon written notice by either party to the other. Any such amendment shall be in writing and signed by the parties hereto. Unless otherwise agreed to by the parties, an amendment shall not affect any outstanding Purchase Order(s) issued, by the County, prior to the effective date of the amendment.

8. ASSIGNMENT

Contractor shall not sell, assign, pledge, transfer, or otherwise convey any of its rights or interests in this Price Agreement.

9. NON-COLLUSION

In signing this Price Agreement, the Contractor certifies it has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with its offer and this Price Agreement.

10. RECORDS

During the term of this Price Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services or deliverables provided. These records shall be subject to inspection by the Department, the County and State Auditor and other appropriate County authorities. The County shall have the right to audit billings both before and after payment. Payment under this Price Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.

11. APPROPRIATIONS

The terms of this Price Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Price Agreement. If sufficient appropriations and authorization are not made, this Price Agreement, and any orders placed under it, shall terminate upon written notice being given to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

12. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with any performance required under this Price Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

13. APPROVAL OF CONTRACTOR'S REPRESENTATIVES

The County reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the County, serving the needs of the County adequately.

14. SCOPE OF AGREEMENT, MERGER

This Price Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and all such covenants, agreements and understandings have been merged into this written Price Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Price Agreement.

15. NOTICE

The New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199 imposes civil misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose penalties for bribes, gratuities and kickbacks.

16. INDEMNIFICATION

The Contractor shall hold the County and its Departments, agencies and employees harmless and shall indemnify the County and its agencies and employees against any and all claims, suits, actions, liabilities and cost of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees, or sub-contractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the Department, its officers or employees.

17. THIRD PARTY BENEFICIARY

This Price Agreement was not intended to and does not create any rights in any persons not a party hereto.

18. NEW MEXICO TORT CLAIMS ACT.

No provision of this Price Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by the County and its Departments or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

19. INSURANCE.

- A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

- B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Price Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,050,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Price Agreement is an insured contract. Santa Fe County shall be named an additional insured on the policy.
- C. Worker's Compensation Insurance. The Contractor shall comply with the provisions of the Worker's Compensation Act.
- D. Increased Limits. If, during the life of this Price Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

20. APPLICABLE LAW

This Price Agreement shall be governed by the laws of the State of New Mexico.

21. CHOICE OF LAW

This Price Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. The parties agree that the exclusive forum for any litigation between them arising out of or related to this Price Agreement shall be in the First Judicial District Court of New Mexico, located in Santa Fe County, New Mexico.

22. INVALID TERM OR CONDITION/SEVERABILITY

The provisions of this Price Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Price Agreement is determined to be invalid by a court or department or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of the Price Agreement, which can be given effect without the invalid provision.

23. ENFORCEMENT OF AGREEMENT

A party's failure to require strict performance of any provision of this Price Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by party or any of its rights under this Price Agreement shall be effective unless expressed and in writing, and not effective waiver by a party of any of its right shall be effective to waive any other rights.

24. SURVIVAL

The Provisions of the following listed paragraphs shall survive termination of this Price Agreement: Delivery & Billing Instructions; Records; Indemnification; Applicable Law; and Survival.

25. NOTICES

Either party may give written notice to the other party in accordance with the terms of this Price Agreement. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three business days after being mailed.

To the County:

**Santa Fe County
Office of the County Attorney
102 Grant Avenue
Santa Fe, NM 87501**

**Santa Fe County Public Works Department
Attn: Eric Giron, Project Manager
102 Grant Avenue
PO Box 276
Santa Fe, NM 87504-0276**

To the Contractor:

**Espanola Transit Mix, LLC
Attn: Katherine C. Fishman
PO Box 38
1302 N. Riverside Drive
Espanola, NM 87532
(505) 753-2176**

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Price Agreement. The carrier for mail delivery and notices shall be the agent of the sender.

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

SANTA FE COUNTY

Miguel M. Chavez, Chair
Santa Fe County Board of Commissioners

Date

ATTESTATION

Geraldine Salazar
Santa Fe County Clerk

Date

APPROVED AS TO FORM

Gregory S. Shaffer
Santa Fe County Attorney

Date

FINANCE DEPARTMENT APPROVAL

Carole H. Jaramillo
Santa Fe County Finance Director

Date

CONTRACTOR

Signature

Date

Print Name and Title

**SANTA FE COUNTY
PRICE AGREEMENT
ROAD MAINTENANCE & CONSTRUCTION MATERIALS**

THIS AGREEMENT is made and entered into by and between Santa Fe County, New Mexico, a political subdivision of the State of New Mexico, (hereinafter referred to as the "County") and **MORIARTY CONCRETE PRODUCTS** authorized to do business in the County of New Mexico (hereinafter referred to as "the Contractor").

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. DEFINITIONS

- A. "County" shall mean the County of Santa Fe, New Mexico.
- B. "Using Department or Department" shall mean a Department, Commission or Board of Santa Fe County.
- C. "Purchase Order" shall mean a fully executed Purchase Document issued by the County Purchasing Department that specifies the items and services to be provided by the Contractor.
- D. "Price Agreement" means this indefinite quantity Price Agreement which requires the Contractor to provide Road Maintenance & Construction Materials services to a Using Department which issues a Purchase Order.
- E. "Price" means the fixed hourly rates and prices paid by the County and its Departments for the Road Maintenance & Construction Materials services, and deliverables as described in Attachment A.

2. GOODS TO BE PROVIDED

- A. **Purchase.** Attachment A of this Price Agreement lists the prices for the Contractor's tangible goods and services. Attachment A also indicates any specifications required for the tangible goods and services that are subject of this Price Agreement.
- B. **Items Listed on Attachment A.** The County may issue Purchase Orders for the purchase of the items listed on Attachment A. Any service ordered by the County must be a service described on Attachment A. All orders issued hereunder must bear both an order number and the number of this Price Agreement No. 2017-0078D-PW/RM.
- C. **Quantities.** It is understood that this is an indefinite quantity Price Agreement and the County may purchase any quantity of the item(s) or services listed on Attachment A on an as-needed basis. No guarantee or warranty is made or implied that any order for any definite quantity of item(s) or services be issued under this Price Agreement. The Contractor is required to accept the Purchase Order and furnish the items and services.
- D. **Specifications.** The services furnished under this Price Agreement shall meet or exceed the specifications provided in this IFB# 2017-0078-PW/RM including all Addenda. Orders issued pursuant to this Agreement must show the applicable Price Agreement items(s) or services(s).



E. Delivery and Billing Instructions.

1. The Contractor shall deliver the items and services in accordance with the County's instructions. The Contractor shall also deliver, with the services ordered, an invoice listing the order number and the Price Agreement number.
2. Whenever, the Using Department does not accept any deliverable and returns it to the Contractor, all related documentation furnished by the Contractor shall be returned also.
3. The Department will inform the Contractor within five business days that a deliverable is unacceptable by the Using Department.
4. Prices listed in Attachment A, for each item, shall be the fixed prices and rates for the items and services.

F. Price. Prices listed in Attachment A for each item shall be the price for that item as adjusted as set forth below.

G. Periodic Price Adjustments.

1. The price of items shall be subject to adjustment (increase or decrease) pursuant to this subparagraph to account for fluctuations in the costs of the items that are the subject of this Price Agreement. Adjustments to the prices set forth on Attachment A shall occur within 30 days following issuance of the Bureau of Labor Statistics Index Producers Price Index (Not Seasonally Adjusted)(generally referred to herein as "the PPI") by the U.S. Department of Labor, usually every four months. At that time (the record adjustment date), a price adjustment shall be calculated by adding or subtracting the materials price adjustment to the price of each item set forth on Attachment A. The materials price adjustment shall equal the sum of each adjustment, which shall be calculated in accordance with subsection (3) of this Section. Record price adjustment reflecting a *decrease* in the applicable PPI shall offset previous adjustments resulting from an increase in the applicable PPI. The adjustment shall serve to reduce the price of a particular item in the event that the sum of the adjustments equals a negative number or an increase in the price of an item in the event that the sum of the adjustments equals a positive number.
2. The baseline cost amount for each item set forth on Attachment A shall be as specified on Attachment A (e.g., the price bid for each item). This baseline cost amount shall be used to calculate the adjustments in accordance with subsection (3) of this Section.
3. A record adjustment shall be based on the PPI for that item. At the time of contracting, the specific PPI index for each item shall be identified. On the record adjustment date, record adjustments shall be calculated by multiplying the applicable baseline cost amount associated with the particular item by the record adjustment factor. The record adjustment factor shall be based on the percentage of change in the applicable PPI from the effective date of this Price Agreement (IC) as compared to the applicable PPI on the record adjustment date (IE), and shall be calculated in accordance with the following formula:

$$\text{Record Adjustment Factor} = \text{IE/IC} - 1.00$$

The parties shall execute an amendment to the Price Agreement setting forth each record adjustment within 30 days after the applicable record adjustment date.

3. PAYMENT

All payments under this Price Agreement are subject to the following provisions.

- A. Inspection.** Final inspection and acceptance of all items and services ordered shall be made at the destination. Items rejected at the destination for non-conformance with specifications shall be removed, at the Contractor's risk and expense, promptly after notice of rejection.
- B. Acceptance.** In accordance with NMSA 1978, Section 13-1-158, the Using Department shall determine if the items meet specifications, and may accept the items if the items meet specifications. No payment shall be made for any items until the items have been accepted in writing by the Using Department. Unless otherwise agreed upon between the Using Department and the Contractor, within 30 days from the receipt of items, the Using Department shall issue a written certification of complete or partial acceptance or rejection of the items. The time period shall begin at the time of receipt of the final shipment when there are multiple shipments per purchase order. Unless the Using Department gives notice of rejection within the specified time period, the items will be deemed to have been accepted.
- C. Issuance of Orders.** Only written, signed and properly executed purchase orders are valid under this Price Agreement.
- D. Invoices.** The Contractor may submit invoices for payment no more frequently than monthly. The Contractor's invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit prices, extended totals, delivery tickets and applicable taxes. Separate invoices shall be rendered for each and every complete shipment. Invoices must be submitted to the Using Department and not the Purchasing Division.
- E. Payment of Invoices.** Upon written certification from the Using Department that the items have been received and accepted, payment shall be tendered to the Contractor within 30 days. If the payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the Price Agreement to the Contractor at the rate of 1.5 % per month. Payment shall be made to the Contractor's designated mailing address.
- F. Tax Note.** Applicable gross receipts taxes or local option taxes shall be included on each invoice and shown as a separate item to be paid. The payment of taxes for any money received under this agreement shall be the Contractor's sole responsibility and must be reported under the Contractor's federal and county tax identification number(s). If a Using Department is exempt from the New Mexico gross receipts tax or local option taxes for the transaction, the Using Department shall provide the Contractor with written evidence of such exemption(s).

4. TERM

This Price Agreement shall not become effective until approved in writing by all the parties as shown by their signatures below. The term of this Agreement shall be four years on the same terms and conditions from the Effective Date.

5. CANCELLATION

- A. The County reserves the right to cancel without cost to the County all or any part of any order placed under this Price Agreement if the services or deliverables fail to meet the requirements of this Price Agreement.
- B. The failure of the Contractor to perform its obligations under this Price Agreement shall constitute a default of this Price Agreement.
- C. The Contractor may be excused from performance if the Contractor's failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor, unless the County shall determine that the item, to be furnished by a sub-contractor, is obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- D. Such causes of excuse include, but are not limited to, acts of God or the public enemy, acts of the County or Federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above.
- E. The County may cancel all, or any part, of any order without cost to the County if the Contractor fails to meet material provisions of the order and the Contractor shall be liable for any excess costs incurred by the County that is associated with such default.

6. TERMINATION

- A. **For Convenience.** Consistent with applicable New Mexico laws, this Price Agreement may be terminated by the County, without penalty, at any time prior to the expiration date of this Price Agreement. County will provide at least 20 days prior written notice to the Contractor of the date of termination. Notice of Termination of this Price Agreement shall not affect any outstanding orders issued under this Price Agreement prior to the effective date of termination for convenience by the County.
- B. **For Cause.** Either party may terminate this Agreement for cause based upon material breach of this Agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If, within 30 days, after receipt of a written notice, the breaching party has not corrected the breach or, in the case of a breach which cannot be corrected in 30 days, begin and proceed in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the Agreement effective immediately. The non-breaching party shall retain any and all other remedies available to it under the law.

7. AMENDMENT

This Price Agreement may only be amended by mutual agreement of the County and the Contractor upon written notice by either party to the other. Any such amendment shall be in writing and signed by the parties hereto. Unless otherwise agreed to by the parties, an amendment shall not affect any outstanding Purchase Order(s) issued, by the County, prior to the effective date of the amendment.

8. ASSIGNMENT

Contractor shall not sell, assign, pledge, transfer, or otherwise convey any of its rights or interests in this Price Agreement.

9. NON-COLLUSION

In signing this Price Agreement, the Contractor certifies it has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with its offer and this Price Agreement.

10. RECORDS

During the term of this Price Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services or deliverables provided. These records shall be subject to inspection by the Department, the County and State Auditor and other appropriate County authorities. The County shall have the right to audit billings both before and after payment. Payment under this Price Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.

11. APPROPRIATIONS

The terms of this Price Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Price Agreement. If sufficient appropriations and authorization are not made, this Price Agreement, and any orders placed under it, shall terminate upon written notice being given to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

12. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with any performance required under this Price Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

13. APPROVAL OF CONTRACTOR'S REPRESENTATIVES

The County reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the County, serving the needs of the County adequately.

14. SCOPE OF AGREEMENT, MERGER

This Price Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and all such covenants, agreements and understandings have been merged into this written Price Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Price Agreement.

15. NOTICE

The New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199 imposes civil misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose penalties for bribes, gratuities and kickbacks.

16. INDEMNIFICATION

The Contractor shall hold the County and its Departments, agencies and employees harmless and shall indemnify the County and its agencies and employees against any and all claims, suits, actions, liabilities and cost of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees, or sub-contractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the Department, its officers or employees.

17. THIRD PARTY BENEFICIARY

This Price Agreement was not intended to and does not create any rights in any persons not a party hereto.

18. NEW MEXICO TORT CLAIMS ACT.

No provision of this Price Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by the County and its Departments or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

19. INSURANCE.

- A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

- B. General Liability Insurance. Including Automobile. The Contractor shall procure and maintain during the life of this Price Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,050,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Price Agreement is an insured contract. Santa Fe County shall be named an additional insured on the policy.
- C. Worker's Compensation Insurance. The Contractor shall comply with the provisions of the Worker's Compensation Act.
- D. Increased Limits. If, during the life of this Price Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

20. APPLICABLE LAW

This Price Agreement shall be governed by the laws of the State of New Mexico.

21. CHOICE OF LAW

This Price Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. The parties agree that the exclusive forum for any litigation between them arising out of or related to this Price Agreement shall be in the First Judicial District Court of New Mexico, located in Santa Fe County, New Mexico.

22. INVALID TERM OR CONDITION/SEVERABILITY

The provisions of this Price Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Price Agreement is determined to be invalid by a court or department or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of the Price Agreement, which can be given effect without the invalid provision.

23. ENFORCEMENT OF AGREEMENT

A party's failure to require strict performance of any provision of this Price Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by party or any of its rights under this Price Agreement shall be effective unless expressed and in writing, and not effective waiver by a party of any of its right shall be effective to waive any other rights.

24. SURVIVAL

The Provisions of the following listed paragraphs shall survive termination of this Price Agreement: Delivery & Billing Instructions; Records; Indemnification; Applicable Law; and Survival.

25. NOTICES

Either party may give written notice to the other party in accordance with the terms of this Price Agreement. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three business days after being mailed.

To the County:

**Santa Fe County
Office of the County Attorney
102 Grant Avenue
Santa Fe, NM 87501**

**Santa Fe County Public Works Department
Attn: Eric Giron, Project Manager
102 Grant Avenue
PO Box 276
Santa Fe, NM 87504-0276**

To the Contractor:

**Moriarty Concrete Products
Attn: Don Wallin
PO Box 250
Moriarty, NM 87033
(505) 832-5251**

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Price Agreement. The carrier for mail delivery and notices shall be the agent of the sender.

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

SANTA FE COUNTY

Miguel M. Chavez, Chair
Santa Fe County Board of Commissioners

Date

ATTESTATION

Geraldine Salazar
Santa Fe County Clerk

Date

APPROVED AS TO FORM

Gregory S. Shaffer
Santa Fe County Attorney

Date

FINANCE DEPARTMENT APPROVAL

Carole H. Jaramillo
Santa Fe County Finance Director

Date

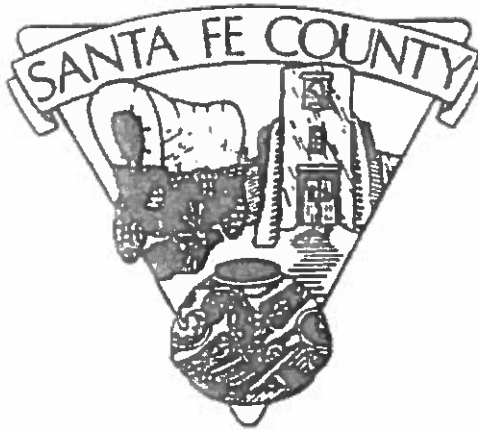
CONTRACTOR

Signature

Date

Print Name and Title

**SANTA FE COUNTY
PUBLIC WORKS DEPARTMENT**



**ROAD MAINTENANCE &
CONSTRUCTION MATERIALS**

IFB #2017-0078-PW/RM

SEPTEMBER 2016

**SANTA FE COUNTY
ROAD MAINTENANCE & CONSTRUCTION MATERIALS**

Table of Contents

BIDDING DOCUMENTS:

Advertisement	3
Bid Instructions	4
General Terms and Conditions.....	5
Supplemental Terms and Conditions	10
Standard Specifications.....	12
Supplemental Provisions & Specifications	13
Bid Proposal	16
Bid Form	18
Bid Sheet	20
Bid Bond	21
Subcontractor Listing	22
Non-Collusion Affidavit of Prime Bidder.....	23
Non-Collusion Affidavit of Subcontractor.....	24
Certification of Non-Segregated Facilities.....	26
Certification of Bidder Regarding Equal Employment Opportunity	27
Certification of Subcontractor Regarding Equal Employment Opportunity.....	28
Performance Bond	31
Labor and Material Payment Bond	31

APPENDICES

A. Acknowledgement of Receipt of Invitation for Bids Form	35
B. Campaign Contribution Disclosure Form	37
C. Resident Veterans Preference Certification	41
D. Sample Price Agreement.....	43
E. Price Sheets	53

ADVERTISEMENT**INVITATION FOR BIDS****IFB #2017-0078-PW/RM
ROAD MAINTENANCE & CONSTRUCTION MATERIALS**

The Santa Fe County Public Works Department is requesting bids for the purpose of procuring Road Maintenance & Construction Materials for use by Santa Fe County Departments. Pursuant to the Procurement Code, Sections 13-1-153 and 13-1-154, Santa Fe County reserves the right to issue a "Multiple Source Award" to obtain the items or services listed. Multiple awards are recommended to ensure availability and/or timely delivery.

Bids may be held for ninety (90) days subject to all action by the County. Santa Fe County reserves the right to reject any and all bids in part or in whole. A completed bid package shall be submitted in a sealed container indicating the IFB title and number along with the bidder's name and address clearly marked on the outside of the container. **All bids must be received by 2:00 PM MDT on Wednesday, September 21, 2016 at the Santa Fe County Purchasing Division, 142 W. Palace Avenue (Bokum Building, Second Floor), Santa Fe, N.M. 87501.** By submitting a bid for the requested services each bidder is certifying that its bid complies with regulations and requirements stated within the Invitation for Bid.

Invitation for Bid packages will be available by contacting Rose Moya, Senior Procurement Specialist, Santa Fe County Purchasing Division, 142 W. Palace Avenue (Second Floor), Santa Fe, NM 87501, by telephone at (505) 992-6753, by email at rmoya@santafecountynm.gov or on our website at [http://www.santafecountynm.gov/asd/current bid solicitations](http://www.santafecountynm.gov/asd/current_bid_solicitations)

BIDS RECEIVED AFTER THE DATE AND TIME SPECIFIED ABOVE WILL NOT BE CONSIDERED AND WILL BE REJECTED BY SANTA FE COUNTY.

EQUAL OPPORTUNITY EMPLOYMENT: All qualified bidders will receive consideration of contract(s) without regard to race, color, religion, sex, national origin, ancestry, age, physical and mental handicap, serious mental condition, disability, spousal affiliation, sexual orientation or gender identity.

Santa Fe County
Purchasing Division
Publish: August 28 & 29, 2016

BID INSTRUCTIONS

1. All bids shall be submitted on the Santa Fe County "Invitation for Bids" forms provided herein.
2. All bids must be received by the Santa Fe County Purchasing Division, 142 West Palace Avenue (Second Floor), Santa Fe, New Mexico 87501, as specified in these Bid Instructions:

U.S. Mail, Hand Delivery and Courier:

Santa Fe County Purchasing Division
Attn: Rose Moya
142 W. Palace Ave., 2nd Floor
Santa Fe, NM 87501

3. Bids shall be complete and submitted in a sealed container and be clearly marked with the words: **Sealed Bid Enclosed, IFB# 2017-0078-PW/RM, Road Maintenance & Construction Materials.**
4. Filing time marked or stamped on the sealed envelope by the Santa Fe County Purchasing Division shall be the official time of receipt of the bid.
5. All bids shall remain sealed until the date and time specified on page two (2) of this bid package.
6. To preclude possible errors and/or misinterpretations, bid prices shall be affixed in ink, legibly written or typed. *In case of discrepancy, amounts stated in words shall govern.*

GENERAL TERMS AND CONDITIONS

The Santa Fe County Public Works Department is requesting bids for the purpose of procuring Road Maintenance & Construction Materials for use by Santa Fe County Departments. Pursuant to the Procurement Code, Sections 13-1-153 and 13-1-154, Santa Fe County reserves the right to issue a "Multiple Source Award" to obtain the items or services listed. Multiple awards are recommended to ensure availability and/or timely delivery.

1. **Bid Modification and Withdrawal:** After bid opening, no modification of bids shall be permitted. A bidder alleging a material mistake of fact after the opening of bids may be permitted to withdraw its request prior to the scheduled bid opening for the purposes of correction and/or change. Such modifications shall be properly identified and signed or initialed by the firm's authorized representative or agent. Resubmission of the modified bid shall be received within the specified time of bid opening to be considered.
2. **Contract Terms:** The Contract between the County and the Contractor shall be in the form attached hereto as the Sample Price Agreement. The County reserves the right to negotiate with a successful bidder additional terms in the Sample Price Agreement.

Should a bidder object to any provisions of the sample Price Agreement, that bidder must propose specific alternative language. The County may or may not accept the alternative language. General references to the bidder's terms and conditions or attempts at complete substitutions are not acceptable and may result in disqualification of the bidder's bid. Bidders must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

BIDDERS READ THE SAMPLE PRICE AGREEMENT THAT IS ATTACHED TO THIS IFB. IT CONTAINS ALL TERMS, CONDITIONS AND REQUIREMENTS THAT WILL APPLY TO THE PERFORMANCE OF THIS PRICE AGREEMENT BY THE CONTRACTOR.

3. **Notification of Award:** This solicitation may be the subject of a multiple source award. The successful bidder(s) shall be notified in writing within five (5) working days of contract award. The successful bidder(s) will be issued subsequent purchase order(s) for goods and services.
4. **Delivery:** Unless otherwise specified, all items bid are delivered to a site determined by the County within Santa Fe County at the time of the purchase order is completed.
5. **Applicable Taxes:** Prices offered are not to include applicable taxes. Applicable taxes shall be specified as a separate line item and will not be included in the bid evaluation. The County agrees to pay all applicable taxes where required. Santa Fe County is exempt from paying taxes on supplies and/or goods. The awarded bidder may request a non-taxable transaction certificate (NTTC) from the Purchasing Division.

6. **Estimated Quantities:** Any quantities stated in solicitation are estimated quantities and that actual quantities for the term of the Price Agreement may vary. Santa Fe County assumes no liability in the event actual quantities ordered do not equal stated estimated quantities. The County may order some or all of the items or may order several of the same item. Actual purchases by the County using a Price Agreement, as a result of this solicitation, are contingent upon available appropriated funding.
7. **Inspection and Acceptance:** Final inspection and acceptance of items and services will be made by the County at the destination or installation site. Non-conforming items shall be removed by the contractor at its risk and expense promptly upon notification of the non-conformance.
8. **Invoice Requirements:** Contractor invoices shall be submitted in triplicate duly certified and contain the following information:
- Purchase order number and IFB number or Price Agreement number
 - Invoice Number
 - Unit prices with extended totals
 - Complete descriptions of items and/or services rendered
 - Separate invoices shall be issued for each completed shipment delivery and service.
9. **Right to Cancel:** The County reserves the right to cancel all or any part of any order without cost to the County if the Contractor fails to meet material provisions of an order, and except as otherwise provided herein, to hold the contractor liable for any excess costs associated with the contractor's default. The contractor shall not be liable for any excess costs if failure to perform is due to causes beyond the contractor's control. Such causes include, but are not restricted to, acts of God, fires, floods, epidemics, quarantine restrictions, strikes, freight, embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the County can determine that the goods or services to be supplied by the sub-contractor were obtainable from other sources in sufficient time to meet the required delivery schedule. The rights and remedies of the County provided in this paragraph shall not be exclusive and are in addition to other rights provided under applicable laws.
10. **Bidders Certification:** In submitting a bid, the bidder certifies that it has not directly or indirectly entered into actions that may restrict open and effective competition for items subject to this invitation for bids by the County.
11. **Compliance with FCRA:** Bidders submitting bids shall be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev.1979)
12. **Specifications:** The apparent silence of the specification as to any detail or apparent omission from them of detailed description concerning any point shall be regarded as meaning that only the best commercial practice is to prevail and only materials and workmanship of first quality are to be accepted.

13. **Rejection of Bids:** The County reserves the right to reject any and all bids in part or whole, to waive technicalities, make single or multiple awards without discussions with bidders and to accept the offer it deems to be in the best interest of the Santa Fe County, giving due consideration to prices, quality of goods or services, distribution and delivery facilities available and time of delivery.
14. **Interpretation of Bid Specifications:** Technical expertise may be required to provide materials that will conform to all applicable federal, state and local standards and/or to function as indicated in these specifications for the items requested in this IFB. The contractor shall be responsible for ensuring that goods and/or services offered meet or exceed the stated criteria.

ANY EXCEPTIONS TO THE ITEM SPECIFICATIONS SHALL BE CLEARLY NOTED AND EXPLAINED IN THE BID RESPONSE OR OFFER.

15. **Interpretation of Meaning:** No interpretation of the meaning of the specifications or other documents will be made to any bidding firm orally. Each request for interpretations shall be in writing addressed to Bill Taylor, Procurement Manager, Santa Fe County Purchasing Division at 142 West Palace Ave., Second Floor, Santa Fe, NM 87501 or via fax at (505) 989-3243, and to be given consideration must be received at least ten (10) working days prior to the date fixed for the receipt of bids.
16. **Communication:** Any contact with any other County staff member other than the Procurement Manager named in this solicitation may be grounds for rejection of a proposal.
17. **IFB Corrections:** Any and all interpretations and supplemental instructions will be in the form of a written addenda to the IFB which, if issued, will be mailed by certified mail with return receipt requested or other means determined by the County as reasonable, to all prospective bidders prior to the date fixed for the receipt of bids. Failure of any bidder to receive any such addenda or interpretations shall not relieve the bidder from any obligation under its bid as submitted. All addenda issued shall become part of the contract documents.
18. **Brand Names and Model Numbers:** Specifications in this invitation are not meant to be restrictive, but descriptive. Specifications contained herein reflect the minimum acceptable quality and standards and are not intended to restrict competition. No substitute specifications may be included, exceptions may be made only if required to match existing equipment, or conform to pre-existing conditions to prevent mismatch of sizes, styles or color. Substitutions which would require additional delivery time, expense or modifications of the original design may be rejected.
19. **Item Description(s):** All items on all pages of the specifications are representative of the desired sizes and dimensions and as such are intended as guides to bidders in the preparation of bids. Bids of equivalent items will be considered for award if (1) such items are clearly

identified by manufacturer's name, brand, and model number, if any, in the offer; (2) descriptive literature or other such data is provided to show that the equivalent items are equal to the brand name; and (3) the County determines such items to be equal in all material respects to the salient specifications of the products required.

20. **Compatibility or Brand Name(s):** Bidders shall clearly indicate that it is offering an "equal" product unless the Bidder is offering the brand name product(s) referenced in the inquiry. Should any specified brands or models be listed incorrectly, discontinued or improved, the bidder shall note such changes in their responses and include the pertinent details regarding the change. In the event the item has been discontinued, the bidder will be allowed to propose comparable goods or services along with the necessary supplemental documentation supporting their position.
21. **Evaluation and Determination of Product(s):** The evaluation of bids and the determination as to quality of the products proposed shall be the responsibility of the County and will be based on information provided in the bid or information reasonably available to the County.
22. **Bribes, Gratuities, and Kickbacks:** The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for code violations. In addition the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
23. **Preferences in Procurement:**

A. *New Mexico In-state Preference.*

To receive a resident business preference pursuant to Section 13-1-21 NMSA 1978 or a resident contractor preference pursuant to Section 13-40-2 NMSA 1978, a business or contractor shall submit with its bid or proposal a copy of a valid resident business certificate or valid resident contractor certificate issued by the NM Department of Taxation and Revenue.

If an Offeror or Bidder submits with its proposal or bid a copy of a valid and current in-state resident business/contractor certificate, 5% of the total weight of all evaluation factors used in the evaluation of proposals may be awarded or added to the Offerors score and in the event of a Bidder, the bid will be 5% lower than the bid actually submitted.

Certification by the NM Department of Taxation and Revenue for the resident business or resident contractor takes into consideration such activities as the business or contractor's payment of property taxes or rent in the state.

OR

B. *New Mexico Resident Veteran Preference.*

New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for a “resident veteran business”. Certification by the department of taxation and revenue for the resident veteran business requires the Offeror to provide evidence of annual revenue and other evidence of veteran status.

An Offeror or Bidder who wants the veteran business preference to be applied to its proposal is required to submit with its proposal the certification from the Department of Taxation And Revenue and the sworn affidavit attached hereto as Appendix E.

If an Offeror or Bidder submits with its proposal a copy of a valid and current veteran resident business certificate, 10%, 8% or 7% of the total weight of all the evaluation factors used in the evaluation of proposals may be awarded or added to the Offerors score, depending on the business’ annual revenue or 10%, 8% or 7% of the bid will be lower than the bid actually submitted.

The resident business preference is not cumulative with the resident veteran business preference.

24. **Double-Sided Documents:** All submitted bid documents shall be double-sided, pursuant to Santa Fe County Resolution 2013-7, Adopting Sustainable Resource Management Principles, Section 2.A. Waste Reduction and Reuse...” all documents are to be double-sided, including those that are generated by outside entities using County funds and by consultants and contractors doing business with the County.”
25. **Living Wage:** Contractor shall comply with the requirements of Santa Fe County Ordinance No. 2014-1 (Establishing a Living Wage).

THIS SPACE INTENTIONALLY LEFT BLANK

SUPPLEMENTAL TERMS AND CONDITIONS

1. **Intent of Specifications:** The following specifications are intended to describe Road Maintenance and Construction Materials to be used by Santa Fe County. The County reserves the right to accept some minor variances in the approved materials offered by the bidders if such acceptance is determined to be in the best interest of the County.
2. **Qualified Bidders:** Bidders must be in a position to offer the lowest cost/highest effectiveness, completely meeting all established state and federal regulations or exceeding the minimum specifications contained herein. When additional equipment (components) are required to complete a bid package which is not usually supplied by the bidder, such equipment shall be supplied by an authorized equipment supplier, but shall be the full responsibility of the Bidder. All bidders shall include references from three (3) or more places of business that these services were provided to.
3. **Inspection of Facilities & Equipment:** Representatives of the Santa Fe County Purchasing Division and the Santa Fe County Public Works Department shall have access, at any reasonable time, to the bidder's facilities for the purposes of inspection during the agreement period, to inspect the facilities during its normal working hours. The costs associated with such inspection trips shall be borne by the County.
4. **Late Delivery:** It is expressly understood and agreed that, as a result of the public interest, and because of the monetary losses that the County may incur as a result of failure to deliver the materials and services described in the contract on time, that time is of the essence in the performance of this price agreement. It is agreed that damages resulting from late delivery can neither be accurately anticipated or calculated.

The delivery terms and conditions described in the supplemental specifications shall apply. In the event of failure of the bidder to deliver in accordance with this requirement, the bidder shall be liable to the County for a late delivery of liquidated damages in the amount of \$100.00 per order per each day the materials and services are delivered late.

At the option of the County Purchasing Manager, the County may invoke the default provisions of the price agreement contained in the General Terms & Conditions in addition to any penalties as outlined above.

5. **Bid Security:** Bid security in the amount of \$20,000.00 shall accompany the bid proposal and must be in the form of a certified or bank cashier's check made payable to Santa Fe County or the Bidder or a bid bond issued by a surety licensed to conduct business in the State of New Mexico, or other supplies in a form satisfactory to the County. The bid security of the successful bidder shall be retained until it has executed the price agreement and furnished the required bid security, whereupon it will be returned. If the successful bidder fails to execute and deliver the price agreement and furnish the required bid security within ten (10) days of the Notice of Award, the County may annul the Notice of Award and the bid security of that bidder will be forfeited.

6. **Method of Award:** Santa Fe County reserves the right to award a "Multiple Source Award" pursuant to NMSA 1978 Section 13-1-153, to the bidder(s) submitting the lowest responsive bid(s) meeting or exceeding specifications and terms and conditions for those items being bid on.
7. **Insurance:** The awarded contractor will need to provide proof of insurance for the following:
- A. **General Conditions.** The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
 - B. **General Liability Insurance, Including Automobile.** The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,050,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Non-hired vehicle insurance coverage will be required for employees, temporary employees, and subcontractor using their personal vehicle. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.
 - C. **Workers' Compensation Insurance.** The Contractor shall comply with the provisions of the Workers' Compensation Act.
 - D. **Increased Limits.** If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.
8. **Santa Fe County Price Agreement:** Attached to this IFB as *Appendix D* is a sample of the Price Agreement with terms and conditions that the awarded bidder will be expected to agree and sign. If the Bidder has a separate finance agreement or other similar leasing agreements with separate terms and conditions which the Bidder provides to customers or lessees, the Bidder shall provide a copy of such finance agreement or other lease agreement with its bid. Due to constitutional prohibitions, procurement regulations and other state laws that pertain to the County as a governmental entity, some of the Bidder's terms and conditions that pertain to leasing by a private or non-governmental customer, may be rejected and/or modified by the County. Such modifications may be incorporated into the County Price Agreement by way of an addendum to the Price Agreement. The County reserves the right to terminate negotiations with a Bidder if mutually acceptable terms and conditions of the Lease of Heavy Equipment by the County cannot be reached.

STANDARD SPECIFICATIONS

The New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, 2007 Edition, shall govern this Contract except where revised or amended by the Supplemental General Provisions, Supplemental Provisions and Specifications.

THIS SPACE INTENTIONALLY LEFT BLANK

SUPPLEMENTAL PROVISIONS & SPECIFICATIONS

The Standard Specifications listed herein have been modified for County of Santa Fe Projects.

DIVISION 300 – BASECOURSE

1. **GENERAL:** Type I-B gravel base course aggregate (for unpaved roads) and shall conform to the following section of Division 300 – BASES of the NMDOT Standard Specifications for Road and Bridge Construction, 2000 Edition, with the following modifications:

Replace the word “Department” with “Santa Fe County” throughout. Replace references to “Central Materials Laboratory” with “Commercial Materials Testing Laboratory,.” Replace the work “Project Manager” with “Engineer” throughout.

This material shall be designated as Type I-B and Type I-B-DR base course for ordering purposes.

SECTION 304 – BASECOURSE AND SUBGRADE:

SECTION 304.1 – DESCRIPTION: DELETE THIS SECTION

SECTION 304.2 – MATERIALS

SECTION 304.3 – CONSTRUCTION REQUIREMENTS: DELETE THIS SECTION

SECTION 304.4 – ACCEPTANCE

SECTION 304.6 – BASIS OF PAYMENT: DELETE THIS SECTION

2. **BASECOURSE – TYPE I-B (BID ITEMS 1 TO 15):**

- A. **GENERAL:** Base course material shall be Type I-B in accordance with Table 304-A. Quantities listed on the bid forms are estimates. The exact material quantities and usage shall be determined by Santa Fe County.
- B. **METHOD OF MEASUREMENT:** Base course will be measured by the ton. The Contractor shall provide weight measurement scales at the plant site and shall furnish certified weight receipts for payment purposes.
- C. **MATERIALS TO BE PICKED UP BY SANTA FE COUNTY FORCES (BID ITEMS 1, 6 & 11):** The Contractor shall be available to load base course material into vehicles provided by Santa Fe County between the hours of 7:00 A.M. and 5:00 P.M. Monday through Saturday. Under Bid Item 1, the commercial pit shall be located within a twenty-five (25) mile radius of the City of Santa Fe. Under Bid Item 6, the commercial pit shall be located within a twenty-five (25) mile radius of the City of Espanola. Under Bid Item 11, the commercial pit shall be located within a twenty-five (25) mile radius of the City of Edgewood.

D. MATERIALS TO BE DELIVERED BY THE CONTRACTOR (BID ITEMS 2 TO 5, 7 TO 10 & 12 TO 15): The Contractor shall provide trucking to haul the materials from the plant location specified on the bid form to the delivery location specified by Santa Fe County. The unit pricing for these services shall be measured by the ton mile of material delivered, by either belly/end dump or tandem truck, up to twenty (20) miles and from twenty (20) miles up to forty (40) miles. The Contractor shall provide no less than the amount of trucks (6x4) and bottom and/or end dump trailer combinations, listed on the purchase order, having a maximum legal load capacity ranging from fifty-six thousand (56,000) pounds to eighty-six thousand four hundred (86,400) pounds. If specified the Contractor shall use (6x4) tandem axle dump trucks with a maximum legal load capacity ranging from thirty-four thousand (34,000) pounds to forty-five thousand (45,000) pounds, the Contractor shall provide no less than the number of trucks listed on the purchase order. The Contractor shall anticipate an approximate thirty (30) minute dump time at each delivery site.

3. BASE COURSE – TYPE I-B-DR (BID ITEMS 16 TO 30):

A. GENERAL: Type I-B-DR gravel base course aggregate (for unpaved roads) and shall conform to the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP 96) in Section 703, pages 668-670. Specifications for this material is as follows:

- 1) Los Angeles abrasion, AASHTO T96 50% Maximum.
- 2) Sodium sulfate soundness loss (5 cycles) AASHTO T104 12% Maximum.
- 3) Fractured faces 50% Minimum.
- 4) Free from organic matter and lumps or balls of clay or silt.
- 5) Liquid limit 35 Maximum.
- 6) Plasticity index between six (6) and twelve (12).

Base Course Gradation

<u>Sieve Size</u>	<u>Type I-B-DR</u>
1 inch	100
¾ inch	97-100
#4	41-71
#40	12-28
#200	9-16

Quantities listed on the bid forms are estimates. Exact usage of the materials shall be determined by Santa Fe County.

B. METHOD OF MEASUREMENT: Base course will be measured by the ton. the Contractor shall provide weight measurement scales at the plant site and shall furnish certified weight receipts for payment purposes.

- C. MATERIALS TO BE PICKED UP BY SANTA FE COUNTY FORCES (BID ITEMS 16, 21 & 26):** The Contractor shall be available to load base course material into vehicles provided by Santa Fe County between the hours of 7:00 A.M. and 5:00 P.M. Monday through Saturday. Under Bid Item 16, the commercial pit shall be located within a twenty-five (25) mile radius of the City of Santa Fe. Under Bid Item 21, the commercial pit shall be located within a twenty-five (25) mile radius of the City of Espanola. Under Bid Item 26, the commercial pit shall be located within a twenty-five (25) mile radius of the City of Edgewood.
- D. MATERIALS TO BE DELIVERED BY THE CONTRACTOR (BID ITEMS 17 TO 20, 22 TO 25 AND 27 TO 30):** The Contractor shall provide trucking to haul the materials from the plant location specified on the bid form to the delivery location specified by Santa Fe County. The unit pricing for these services shall be measured by the ton mile of material delivered, by either belly/end dump or tandem truck up to twenty (20) miles and from twenty (20) miles up to forty (40) miles. The Contractor shall provide no less than the amount of trucks (6x4) and bottom and/or end dump trailer combinations, listed on the purchase order, having a maximum legal load capacity ranging from fifty-six thousand (56,000) pounds to eighty-six thousand four hundred (86,400) pounds. If specified the Contractor shall use (6x4) tandem axle dump trucks with a maximum legal load capacity ranging from thirty-four thousand (34,000) pounds to forty-five thousand (45,000) pounds, the Contractor shall provide no less than the number of trucks listed on the purchase order. The Contractor shall anticipate an approximate thirty (30) minute dump time at each delivery site.

THIS SPACE INTENTIONALLY LEFT BLANK

BID PROPOSAL

**SANTA FE COUNTY PUBLIC WORKS
ROAD MAINTENANCE & CONSTRUCTION MATERIAL
IFB# 2017-0078-PW/RM**

To Santa Fe County, State of New Mexico, Owner:

In compliance with the information for Bidders and in strict conformance with the Contract Documents, _____, hereinafter called the Bidder, organized and existing under the laws of the State of New Mexico as a _____ (type of business or legal entity), hereby proposes to perform all the WORK required for the Road Maintenance & Construction Materials bid by this firm.

The undersigned declares that it is the only person or party interested in the proposal and principals are those named herein; that the proposal is made without collusion with any person, firm or corporation; that it has carefully examined the bidding documents, including special provisions, if any; that it will do all the work and furnish all the materials specified in the manner and the time prescribed; that it understands the quantities are approximate only and subject to increase or decrease, and that it is willing to perform any increased or decreased quantities of work at unit price bid.

The undersigned hereby agrees to execute and deliver the Agreement within such time as may be allowed in writing by Santa Fe County after receiving notification of the acceptance of this proposal, and it is hereby mutually understood and agreed that in case we do not, the Santa Fe County may proceed to award the contract to others.

Signature-Title

(Corporate Seal)

Corporate Name

Address

City, State, Zip Code

Names of individual members of firms or names and titles of all officers of Corporation.

Corporation organized under the laws of the State of _____

Bidder or qualifying Subcontractor NM Contractor's License No. _____

NM Department of Workforce Solutions,
Public Works Labor Enforcement Fund
Registration Number:

THIS SPACE INTENTIONALLY LEFT BLANK

BID FORM

SANTA FE COUNTY
 CONTRACTING AGENCY AND OWNER

FROM: _____ hereinafter called "Bidder".

TO: Santa Fe County
 102 Grant Avenue
 Santa Fe, New Mexico 87501

hereinafter called "CONTRACTING AGENCY".

BID FOR: SANTA FE COUNTY
 ROAD MAINTENANCE & CONSTRUCTION
 MATERIALS
 PROJECT: IFB #2017-0078-PW/RM

Purchasing Division:

The bidder has familiarized itself with existing conditions of the project affecting the cost of the work and with the solicitation documents which include:

- | | |
|---|---|
| Advertisement for Bids | Non-Collusion – Prime Bidder |
| Bid Instructions | Non-Collusion - Subcontractor |
| General Terms and Conditions | Non-Segregated Facilities |
| Supplemental Terms and Conditions | Bidder Certification - EEO |
| Standard Specifications | Subcontractor Certification - EEO |
| Supplemental Provisions & Specifications | Performance Bond |
| Bid Proposal Form | Labor & Material Payment Bond |
| Bid Form | Acknowledgement of Receipt Form |
| Bid/Price Sheets | Campaign Contribution Form |
| Bid Bond | Resident Veteran Preference Certification |
| Subcontractor Listing - \$5,000 threshold | Sample Price Agreement |

Therefore, the Bidder hereby proposes to furnish all products, supervision, personnel, labor, materials, tools appurtenances, equipment, and services (including all transportation services) which may apply in accordance with the above listed documents.

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern).

All Addenda pertaining to this Project shall be acknowledged by the Bidder in the spaces provided below:

Addendum No. Date	Acknowledged by Bidder / Authorized Representatives	Date Acknowledged
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Failure to acknowledge receipt, as provided above, may be considered sufficient grounds for disqualification of the bidder and rejection of his proposal. It shall be the bidders responsibility to become fully advised of all Addenda prior to submitting his bid.

The Bidder agrees to perform work upon receipt of a Purchase Order issued by Santa Fe County. Bidder acknowledges that liquidated damages for later delivery or performance will apply to this Price Agreement.

This completed Bid Proposal contains the following:

- A. Bid Proposal Form
- B. Bid Form
- C. Bid Sheet
- D. Bid Bond
- E. Subcontractor Listing - \$5,000.00 threshold
- F. Campaign Contribution Disclosure Form (Appendix B)
- G. Any Preference Certificates that apply (which may include Appendix C)
- H. Price Sheets (Appendix E)

Respectfully submitted:

Name of Bidder: _____

Official Address: _____

By: _____
(Signature)

Title: _____

Date: _____

Telephone No. _____

Federal Tax I.D. Number (FEIN): _____

New Mexico CRS Number: _____

BID SHEET

Project: **Road Maintenance & Construction Materials**

IFB No. **#2017-0078-PW/RM**

Bidder:

This Bid is submitted to:

Santa Fe County Purchasing Division
 142 W. Palace Ave. (2nd Floor)
 Santa Fe, New Mexico 87501
 Attn: Rose Moya

Having read the Santa Fe County Bid Instructions, General and Supplemental Terms and Conditions, Sample Price Agreement, and examined the specifications sheet(s) for the Invitation for Bids reference #2017-0078-PW/RM, we hereby submit the attached firm offer for which will remain open for a period not to exceed ninety (90) days in accordance with all terms and conditions represented in this solicitation for:

**SANTA FE COUNTY PUBLIC WORKS
 ROAD MAINTENANCE & CONSTRUCTION MATERIALS**

IFB # 2017-0078 -PW/RM

Signature: _____	Name (typed or printed): _____
Title: _____	Firm Name: _____
Federal ID or Social Security Number: _____	NM License # _____

Liability Insurance is required.

Copy of Workers' Compensation Insurance is required

Telephone: () _____ Fax: () _____

() Received addenda #'s _____ & _____ when issued.

BID BOND

A. KNOW ALL MEN BY THESE PRESENTS, THAT WE _____ hereinafter called the PRINCIPAL, as PRINCIPAL and the _____, of _____ a Corporation duly organized under the laws of the State of _____, and authorized to do business in the State of New Mexico, hereinafter called the SURETY, as SURETY are held and firmly bound unto Santa Fe County, a Municipal Corporation, hereinafter called the OBLIGEE, in the sum of _____ DOLLARS (\$ _____) for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly be these presents.

WHEREAS, the Principal has submitted the accompanying bid, dated _____, 2016, for ROAD MAINTENANCE & CONSTRUCTION MATERIALS in Santa Fe County, New Mexico.

B. NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond of bonds as may be specified in the bidding of Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof of in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party of perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

C. SIGNED AND SEALED THIS _____ DAY OF _____, 2016.

(SEAL)

BIDDER

By: _____
PRINCIPAL

WITNESS

By: _____
SURETY

WITNESS

Title: _____

SUBCONTRACTOR LISTING

1. To be fully executed and included with Bid as a condition of the Bid (13-4-31 through 13-4-42 NMSA 1978).
2. For the purposes of this Project the threshold shall be \$5,000.00.
3. The Bidder shall list the Subcontractor's Name, the City or County of the Place of Business and the Category of Work that will be done by each Subcontractor

Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF NEW MEXICO

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

(1) They are the _____ of _____ the Bidder who has submitted the attached Bid Packet;

(2) They are fully informed respecting the preparation and contents of the attached Bid Packet and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Contracting Agency or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SIGNED)

TITLE _____

SUBSCRIBED AND SWORN to before me this ____ day of _____ 2016.

NOTARY PUBLIC

My Commission Expires _____

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

STATE OF NEW MEXICO

COUNTY OF _____ being first duly sworn, deposes and says that:

(1) It is the _____ of _____ hereinafter referred to as the "Subcontractor".

(2) It is fully informed respecting the preparation and contents of the Subcontractor's bid submitted by the Subcontractor to _____, the Contractor, for certain work in connection with the _____ contract pertaining to the _____ project in _____.

(3) Such Subcontractors bid is genuine and is not a collusive or sham bid.

(4) Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Contracting Agency or any person interested in the proposed Contract; and

(5) The price or prices quoted in the Subcontractor's bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SIGNED) _____

TITLE _____

SUBSCRIBED AND SWORN to before me this _____ day of _____ 2016.

Notary Public

My Commission Expires: _____

SUBCONTRACTS

A. The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he has submitted a Non-Collusion Affidavit from the subcontractor, is substantially the form shown below, and has received written approval of such subcontractor from Santa Fe County.

B. No proposed subcontractor shall be disapproved by Santa Fe County except for cause.

- C. The Contractor shall be as fully responsible to Santa Fe County for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by it.
- D. The Contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the improvements embraced.
- E. Nothing contained in the Contract shall create any contractual relation between any subcontractor and Santa Fe County.

THIS SPACE INTENTIONALLY LEFT BLANK

CERTIFICATION OF NON-SEGREGATED FACILITIES

(Applicable to construction contracts and related subcontracts exceeding \$10,000, which are not exempt from the Equal Opportunity Clause).

The construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that it does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The construction contractor certifies further that it will not maintain or provide for his employees any segregated facilities at any of his establishments, and that it will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clock, locker rooms and other storage or dressing areas, parking lots, drinking foundations, recreating or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The construction contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed SUBCONTRACTORS prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in his files.

SIGNED: _____

TITLE: _____

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2016.

NOTARY PUBLIC

My Commission Expires: _____

**CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or perspective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract or subcontract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION OF BIDDER

Bidder's Name: _____

Address: _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes ___ No ___
2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes ___ No ___

Certification -- The information above is true and complete to the best of my knowledge and belief.

NAME AND TITLE OF SIGNER (PLEASE TYPE)

SIGNATURE

DATE

**CERTIFICATION OF SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or perspective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract or subcontract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION OF SUBCONTRACTOR

Subcontractor's Name: _____

Address: _____

1. Subcontractor has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
Yes ___ No ___
2. Compliance reports were required to be filed in connection with such contract or subcontract.
Yes ___ No ___

Certification -- The information above is true and complete to the best of my knowledge and belief.

NAME AND TITLE OF SIGNER (PLEASE TYPE)

SIGNATURE

DATE

PERFORMANCE BOND

A. KNOW ALL MEN BY THESE PRESENT, THAT WE _____, as PRINCIPAL, hereinafter called the PRINCIPAL and _____, as SURETY, hereinafter called the SURETY, are held and firmly bound unto Santa Fe County, a New Mexico Municipal Corporation, hereinafter called the OBLIGEE, in the sum of

DOLLARS (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly be these presents;

B. WHEREAS, the Principal has a written agreement dated _____, 2016, entered into a contract with Santa Fe County for the Road Maintenance & Construction Materials in accordance with drawings and specifications prepared by Santa Fe County which contract is referenced made part hereof, and is hereinafter referred to as the contract.

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

1. The Surety hereby waives notice of an alteration or extension of time made by Santa Fe County.
2. Whenever Contractor shall be, and declared by Santa Fe County to be in default under the contract, Santa Fe County having performed the Santa Fe County's obligation thereunder, the Surety may promptly remedy the default of shall promptly:
 - a. Complete the contract in accordance with its terms and conditions, or
 - b. Obtain a bid or bids for submission to Santa Fe County for completing the contract in accordance with its terms and conditions, and upon determination by Santa Fe County and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Santa Fe County, 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 Santa Fe County to Contractor under the contract and any amendments thereto, less the amount properly paid by Santa Fe County to Contractor.

- 3. Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.
- 4. No right of action shall accrue on this bond to or for the use of any person or corporation other than Santa Fe County named herein or the heirs, executors, administrators, or successors of Santa Fe County.

D. SIGNED AND SEALED THIS _____ DAY OF _____, 2016.

NOTARY PUBLIC

My Commission Expires:

PRINCIPAL

By: _____

Title: _____

Approved as to Form:

PRINCIPAL

Title: _____

Countersigned: _____

Surety's Authorized New Mexico Agent

LABOR AND MATERIAL PAYMENT BOND

A. KNOW ALL MEN BY THESE PRESENT, THAT WE _____
 _____ as PRINCIPAL, hereinafter called the PRINCIPAL and
 _____ as SURETY, hereinafter called the SURETY, are held and
 firmly bound unto Santa Fe County, a New Mexico Municipal Corporation as an OBLIGEE,
 hereinafter call Santa Fe County, for the use and benefit of any claimants as herein below defined,
 in _____ the _____ amount _____ of

_____ DOLLAR (\$ _____) for the payment whereof Principal and Surety bind
 themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally,
 firmly be these presents;

B. WHEREAS, the Principal has a written agreement dated _____, 2016,
 entered into a contract with Santa Fe County for the Road Maintenance & Construction Materials in
 accordance with drawings and specifications prepared by Santa Fe County which contract is
 referenced made part hereof, and is hereinafter referred to as the contract.

C. 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, than this obligation shall be void;
 otherwise, it shall remain in full force, subject, however, 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 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 Santa Fe
 County 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,
 prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and
 have execution thereof. Santa Fe County 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 of any two of the following: the Principal, Santa Fe County, or the
 Surety above named, within ninety (90) days after such said claim is made, stating
 with substantial accuracy the amount claimed and the name of the party to whom the
 materials were furnished, or for whom the work or labor was done or performed.

- b. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner, or Surety, at any place where an office is regularly maintained by said Principal, Owner, 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.
4. Whenever Contractor shall be, and declared by Santa Fe County to be in default under the contract, Santa Fe County having performed the Santa Fe County's obligation thereunder, the Surety may promptly remedy the default of shall promptly:
 - a. Complete the contract in accordance with its terms and conditions, or
 - b. Obtain a bid or bids for submission to Santa Fe County for completing the contract in accordance with its terms and conditions, and upon determination by Santa Fe County and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Santa Fe County, 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 Santa Fe County to Contractor under the contract and any amendments thereto, less the amount properly paid by Santa Fe County to Contractor.
 5. Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.
 6. No right of action shall accrue on this bond to or for the use of any person or corporation other than Santa Fe County named herein or the heirs, executors, administrators, or successors of Santa Fe County.

D. SIGNED AND SEALED THIS _____ DAY OF _____, 2016.

NOTARY PUBLIC

My Commission

Contractor – Principal

By: _____

Title: _____

Approved as to Form:

Surety

Title: _____

Countersigned: _____

Surety's Authorized New Mexico Agent

THIS SPACE INTENTIONALLY LEFT BLANK

THIS PAGE INTENTIONALLY LEFT BLANK

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

**ROAD MAINTENANCE & CONSTRUCTION MATERIALS
IFB# 2017-0078-PW/RM**

An Acknowledgement of Receipt Form should be signed and submitted to the Purchasing Division no later than September 6, 2016, by close of business. Only Bidders who elect to return this completed form, with the intention of submitting a bid, will receive copies of the County's written responses as well as IFB Addenda, if any are issued.

BIDDER: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO: _____

E-MAIL: _____ FAX NO: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

The above name and address will be used for all correspondence related to the IFB.

Bidder **does / does not** (CIRCLE ONE) intend to respond to this IFB.

Rose Moya
Santa Fe County Purchasing Division
142. W. Palace Avenue (Second Floor)
Santa Fe, NM 87501
Telephone: (505) 992-6753
Fax: (505) 989-3243
Email: rmoya@santafecountynm.gov

THIS PAGE INTENTIONALLY LEFT BLANK

APPENDIX B
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and § 13-1-191.1 (2006), NMSA 1978, as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made

to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

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

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

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

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

-OR-

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

Signature

Date

Title (Position)

THIS SPACE INTENTIONALLY LEFT BLANK

THIS PAGE INTENTIONALLY LEFT BLANK

APPENDIX C**RESIDENT VETERANS PREFERENCE CERTIFICATION**

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement.

Please check one box only:

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I agree to submit a report or reports to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

In conjunction with this procurement and the requirements of this business application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, which awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

I understand that knowingly giving false or misleading information on this report constitutes a crime.

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory of the Business.

The representations made by checking the boxes constitutes a material representation by the business. Any finding that the statements are incorrect may result in denial of an award or un-award of the procurement involved.

SIGNED AND SEALED THIS _____ DAY OF _____, 2016.

NOTARY PUBLIC

My Commission Expires:

APPENDIX D

**SANTA FE COUNTY
SAMPLE PRICE AGREEMENT
ROAD MAINTENANCE & CONSTRUCTION MATERIALS**

THIS AGREEMENT is made and entered into by and between Santa Fe County, New Mexico, a political subdivision of the State of New Mexico, (hereinafter referred to as the "County") and _____, authorized to do business in the County of New Mexico (hereinafter referred to as "the Contractor").

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**1. DEFINITIONS**

- A. "County" shall mean the County of Santa Fe, New Mexico.
- B. "Using Department or Department" shall mean a Department, Commission or Board of Santa Fe County.
- C. "Purchase Order" shall mean a fully executed Purchase Document issued by the County Purchasing Department that specifies the items and services to be provided by the Contractor.
- D. "Price Agreement" means this indefinite quantity Price Agreement which requires the Contractor to provide Road Maintenance & Construction Materials services to a Using Department which issues a Purchase Order.
- E. "Price" means the fixed hourly rates and prices paid by the County and its Departments for the Road Maintenance & Construction Materials services, and deliverables as described in Attachment A.

2. GOODS TO BE PROVIDED

- A. **Purchase.** Attachment A of this Price Agreement lists the prices for the Contractor's tangible goods and services. Attachment A also indicates any specifications required for the tangible goods and services that are subject of this Price Agreement.
- B. **Items Listed on Attachment A.** The County may issue Purchase Orders for the purchase of the items listed on Attachment A. Any service ordered by the County must be a service described on Attachment A. All orders issued hereunder must bear both an order number and the number of this Price Agreement _____.
- C. **Quantities.** It is understood that this is an indefinite quantity Price Agreement and the County may purchase any quantity of the item(s) or services listed on Attachment A on an as-needed basis. No guarantee or warranty is made or implied that any order for any definite quantity of item(s) or services be issued under this Price Agreement. The Contractor is required to accept the Purchase Order and furnish the item(s) and service.
- D. **Specifications.** The services furnished under this Price Agreement shall meet or exceed the specifications provided in this IFB# 2017-0078-PW/RM including all Addenda. Orders issued pursuant to this Agreement must show the applicable Price Agreement

items(s) or services(s).

E. Delivery and Billing Instructions.

1. The Contractor shall deliver the items and services in accordance with the County's instructions. The Contractor shall also deliver, with the services ordered, an invoice listing the order number and the Price Agreement number.
2. Whenever, the Using Department does not accept any deliverable and returns it to the Contractor, all related documentation furnished by the Contractor shall be returned also.
3. The Department will inform the Contractor within five business days that a deliverable is unacceptable by the Using Department.
4. Prices listed in Attachment A, for each item, shall be the fixed prices and rates for the items and services.

F. Price. Prices listed in Attachment A for each item shall be the price for that item as adjusted as set forth below.

G. Periodic Price Adjustments.

1. The price of items shall be subject to adjustment (increase or decrease) pursuant to this subparagraph to account for fluctuations in the costs of the items that are the subject of this Price Agreement. Adjustments to the prices set forth on Attachment A shall occur within thirty (30) days following issuance of the Bureau of Labor Statistics Index Producers Price Index (Not Seasonally Adjusted)(generally referred to herein as "the PPI") by the U.S. Department of Labor, usually every four months. At that time (the record adjustment date), a price adjustment shall be calculated by adding or subtracting the materials price adjustment to the price of each item set forth on Attachment A. The materials price adjustment shall equal the sum of each adjustment, which shall be calculated in accordance with subsection (3) of this Section. Record price adjustment reflecting a *decrease* in the applicable PPI shall offset previous adjustments resulting from an increase in the applicable PPI. The adjustment shall serve to reduce the price of a particular item in the event that the sum of the adjustments equals a negative number or an increase in the price of an item in the event that the sum of the adjustments equals a positive number.

2. The baseline cost amount for each item set forth on Attachment A shall be as specified on Attachment A (e.g., the price bid for each item). This baseline cost amount shall be used to calculate the adjustments in accordance with subsection (3) of this Section.

3. A record adjustment shall be based on the PPI for that item. At the time of contracting, the specific PPI index for each item shall be identified. On the record adjustment date, record adjustments shall be calculated by multiplying the applicable baseline cost amount associated with the particular item by the record adjustment factor. The record adjustment factor shall be based on the percentage of change in the applicable PPI from the effective date of this Price Agreement (IC) as compared to the applicable PPI on the record adjustment date (IE), and shall be calculated in accordance with the following formula:

$$\text{Record Adjustment Factor} = \text{IE/IC} - 1.00$$

The parties shall execute an amendment to the Price Agreement setting forth each record adjustment within thirty (30) days after the applicable record adjustment date.

3. PAYMENT

All payments under this Price Agreement are subject to the following provisions.

- A. **Inspection.** Final inspection and acceptance of all items and services ordered shall be made at the destination. Items rejected at the destination for non-conformance with specifications shall be removed, at the Contractor's risk and expense, promptly after notice of rejection.
- B. **Acceptance.** In accordance with NMSA 1978, Section 13-1-158, the Using Department shall determine if the items meet specifications, and may accept the items if the items meet specifications. No payment shall be made for any items until the items have been accepted in writing by the Using Department. Unless otherwise agreed upon between the Using Department and the Contractor, within thirty (30) days from the receipt of items, the Using Department shall issue a written certification of complete or partial acceptance or rejection of the items. The time period shall begin at the time of receipt of the final shipment when there are multiple shipments per purchase order. Unless the Using Department gives notice of rejection within the specified time period, the items will be deemed to have been accepted.
- C. **Issuance of Orders.** Only written, signed and properly executed purchase orders are valid under this Price Agreement.
- D. **Invoices.** The Contractor may submit invoices for payment no more frequently than monthly. The Contractor's invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit prices, extended totals, delivery tickets and applicable taxes. Separate invoices shall be rendered for each and every complete shipment. Invoices must be submitted to the Using Department and not the Purchasing Division.
- E. **Payment of Invoices.** Upon written certification from the Using Department that the items have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days. If the payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the Price Agreement to the Contractor at the rate of 1.5 % per month. Payment shall be made to the Contractor's designated mailing address.
- F. **Tax Note.** Applicable gross receipts taxes or local option tax(es) shall be included on each invoice and shown as a separate item to be paid. The payment of taxes for any money received under this agreement shall be the Contractor's sole responsibility and must be reported under the Contractor's federal and County tax identification number(s). If a Using Department is exempt from the New Mexico gross receipts tax or local option taxes for the transaction, the Using Department shall provide the Contractor with written evidence of such exemption(s).

4. TERM

This Price Agreement shall not become effective until approved in writing by all the parties as shown by their signatures below. The term of this Agreement shall be four (4) years on the same terms and conditions from the Effective Date.

5. CANCELLATION

- A. The County reserves the right to cancel without cost to the County all or any part of any order placed under this Price Agreement if the services or deliverables fail to meet the requirements of this Price Agreement.
- B. The failure of the Contractor to perform its obligations under this Price Agreement shall constitute a default of this Price Agreement.
- C. The Contractor may be excused from performance if the Contractor's failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor, unless the County shall determine that the item, to be furnished by a sub-contractor, is obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- D. Such causes of excuse include, but are not limited to, acts of God or the public enemy, acts of the County or Federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above.
- E. The County may cancel all, or any part, of any order without cost to the County if the Contractor fails to meet material provisions of the order and the Contractor shall be liable for any excess costs incurred by the County that is associated with such default.

6. TERMINATION

- A. **For Convenience.** Consistent with applicable New Mexico laws, this Price Agreement may be terminated by the County, without penalty, at any time prior to the expiration date of this Price Agreement. County will provide at least twenty (20) days prior written notice to the Contractor of the date of termination. Notice of Termination of this Price Agreement shall not affect any outstanding order(s) issued under this Price Agreement prior to the effective date of termination for convenience by the County.
- B. **For Cause.** Either party may terminate this Agreement for cause based upon material breach of this Agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If, within thirty (30) days, after receipt of a written notice, the breaching party has not corrected the breach or, in the case of a breach which cannot be corrected in thirty (30) days, begin and proceed in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the Agreement effective immediately. The non-breaching party shall retain any and all other remedies available to it under the law.

7. AMENDMENT

This Price Agreement may only be amended by mutual agreement of the County and the Contractor upon written notice by either party to the other. Any such amendment shall be in writing and signed by the parties hereto. Unless otherwise agreed to by the parties, an amendment shall not affect any outstanding Purchase Order(s) issued, by the County, prior to the effective date of the amendment.

8. ASSIGNMENT

Contractor shall not sell, assign, pledge, transfer, or otherwise convey any of its rights or interests in this Price Agreement.

9. NON-COLLUSION

In signing this Price Agreement, the Contractor certifies it has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with its offer and this Price Agreement.

10. RECORDS

During the term of this Price Agreement and for three (3) years thereafter, the Contractor shall maintain detailed records pertaining to the services or deliverables provided. These records shall be subject to inspection by the Department, the County and State Auditor and other appropriate County authorities. The County shall have the right to audit billings both before and after payment. Payment under this Price Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.

11. APPROPRIATIONS

The terms of this Price Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Price Agreement. If sufficient appropriations and authorization are not made, this Price Agreement, and any orders placed under it, shall terminate upon written notice being given to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

12. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with any performance required under this Price Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

13. APPROVAL OF CONTRACTOR'S REPRESENTATIVES

The County reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the County, serving the needs of the County adequately.

14. SCOPE OF AGREEMENT, MERGER

This Price Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and all such covenants, agreements and understandings have been merged into this written Price Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Price Agreement.

15. NOTICE

The New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199 imposes civil misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose penalties for bribes, gratuities and kickbacks.

16. INDEMNIFICATION

The Contractor shall hold the County and its Departments, agencies and employees harmless and shall indemnify the County and its agencies and employees against any and all claims, suits, actions, liabilities and cost of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees, or sub-contractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the Department, its officers or employees.

17. THIRD PARTY BENEFICIARY

This Price Agreement was not intended to and does not create any rights in any persons not a party hereto.

18. NEW MEXICO TORT CLAIMS ACT.

No provision of this Price Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by the County and its Departments or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

19. INSURANCE.

- A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

- B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Price Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,050,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Price Agreement is an insured contract. Santa Fe County shall be named an additional insured on the policy.
- C. Worker's Compensation Insurance. The Contractor shall comply with the provisions of the Worker's Compensation Act.
- D. Increased Limits. If, during the life of this Price Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

20. APPLICABLE LAW

This Price Agreement shall be governed by the laws of the State of New Mexico.

21. CHOICE OF LAW

This Price Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. The parties agree that the exclusive forum for any litigation between them arising out of or related to this Price Agreement shall be in the First Judicial District Court of New Mexico, located in Santa Fe County, New Mexico.

22. INVALID TERM OR CONDITION/SEVERABILITY

The provisions of this Price Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Price Agreement is determined to be invalid by a court or department or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of the Price Agreement, which can be given effect without the invalid provision.

23. ENFORCEMENT OF AGREEMENT

A party's failure to require strict performance of any provision of this Price Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by party or any of its rights under this Price Agreement shall be effective unless expressed and in writing, and not effective waiver by a party of any of its right shall be effective to waive any other rights.

24. SURVIVAL

The Provisions of the following listed paragraphs shall survive termination of this Price Agreement: Delivery & Billing Instructions; Records; Indemnification; Applicable Law; and Survival.

25. NOTICES

Either party may give written notice to the other party in accordance with the terms of this Price Agreement. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the County:

**Santa Fe County
Office of the County Attorney
102 Grant Avenue
Santa Fe, New Mexico 87501**

**Santa Fe County Public Works Department
Attn: Eric Giron, Project Manager
102 Grant Avenue
PO Box 276
Santa Fe, NM 87504-0276**

To the Contractor:

TBD

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Price Agreement. The carrier for mail delivery and notices shall be the agent of the sender.

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

SANTA FE COUNTY

Miguel M. Chavez, Chair
Santa Fe County Board of Commissioners

Date

ATTESTATION

Geraldine Salazar
Santa Fe County Clerk

Date

APPROVED AS TO FORM

Gregory S. Shaffer
Santa Fe County Attorney

Date

FINANCE DEPARTMENT APPROVAL

Carole H. Jaramillo
Santa Fe County Finance Director

Date

CONTRACTOR

Signature

Date

Print Name and Title

THIS PAGE INTENTIONALLY LEFT BLANK

APPENDIX E
PRICE SHEETS

THIS PAGE INTENTIONALLY LEFT BLANK

SANTA FE COUNTY PUBLIC WORKS DEPARTMENT
ROAD MAINTENANCE AND CONSTRUCTION MATERIALS, IFB# 2017-0078-PW/RM
PRICE SHEETS

ITEM #	EST. QTY.	ITEM DESCRIPTION	UNIT	UNIT PRICE	WRITTEN IN WORDS
		TYPE 1-B; BASECOURSE			
1	7,500/yr	Material site to be located within 25 mile radius of SANA FE site location:	TON		
2	7,500/yr	Hauling of material from site location listed in Item #1 up to 20 miles using a tandem dump truck	Ton/Mile		
3	7,500/yr	Hauling of material from site location listed in Item #1 over 20 miles and up to 40 miles using a tandem dump truck	Ton/Mile		
4	7,500/yr	Hauling of material from site location listed in Item #1 up to 20 miles using an end dump or belly dump	Ton/Mile		
5	7,500/yr	Hauling of material from site location listed in Item #1 over 20 miles & up to 40 miles using an end dump or belly dump	Ton/Mile		
6	7,500/yr	Material site to be located within 25 mile radius of ESPANOLA site location:	TON		
7	7,500/yr	Hauling of material from site location listed in Item #6 up to 20 miles using a tandem dump truck	Ton/Mile		
8	7,500/yr	Hauling of material from site location listed in Item #1 over 20 miles and up to 40 miles using a tandem dump truck	Ton/Mile		
9	7,500/yr	Hauling of material from site location listed in Item #6	Ton/Mile		
10	7,500/yr	Hauling of material from site location listed in Item #1 over 20 miles & up to 40 miles using an end dump or belly dump	Ton/Mile		
11	7,500/yr	Material site to be located within 25 mile radius of EDGEWOOD site location:	TON		
12	7,500/yr	Hauling of materials from site location listed in Item #11 up to 20 miles using a tandem dump truck	Ton/Mile		
13	7,500/yr	Hauling of materials from site location listed in Item #11 over 20 miles and up to 40 miles using a tandem dump truck	Ton/Mile		
14	7,500/yr	Hauling of material from site location listed in Item #11 up to 20 miles using an end dump or belly dump	Ton/Mile		
15	7,500/yr	Hauling of material from site location listed in Item #11 over 20 miles & up to 40 miles using an end dump or belly dump	Ton/Mile		

ITEM #	EST. QTY.	ITEM DESCRIPTION	UNIT	UNIT PRICE	WRITTEN IN WORDS
		TYPE 1-B-DR; BASECOURSE	TON		
16	7,500/yr	Material site to be located within 25 mile radius of SANTA FE site location:			
17	7,500/yr	Hauling of material from site location listed in Item #16 up to 20 miles using a tandem dump truck	Ton/Mile		
18	7,500/yr	Hauling of material from site location listed in Item #16 over 20 miles and up to 40 miles using a tandem dump truck	Ton/Mile		
19	7,500/yr	Hauling of material from site location listed in Item #16 up to 20 miles using a end dump or belly dump	Ton/Mile		
20	7,500/yr	Hauling of material from site location listed in Item #16 over 20 miles & up to 40 miles using an end dump or belly dump	Ton/Mile		
21	7,500/yr	Material site to be located within 25 mile radius of ESPANOLA site location:	TON		
22	7,500/yr	Hauling of material from site location listed in Item #21 up to 20 miles using a tandem dump truck	Ton/Mile		
23	7,500/yr	Hauling of material from site location listed in Item #21 over 20 miles and up to 40 miles using a tandem dump truck	Ton/Mile		
24	7,500/yr	Hauling of material from site location listed in Item #21 up to 20 miles using an end dump or belly dump	Ton/Mile		
25	7,500/yr	Hauling of material from site location listed in Item #21 over 20 miles & up to 40 miles using an end dump or belly dump	Ton/Mile		
26	7,500/yr	Material site to be located within 25 mile radius of EDGEWOOD site location:	TON		
27	7,500/yr	Hauling of material from site location listed in Item #26 up to 20 miles using an tandem dump truck	Ton/Mile		
28	7,500/yr	Hauling of material from site location listed in Item #26 over 20 miles and up to 40 miles using a tandem dump truck	Ton/Mile		
29	7,500/yr	Hauling of material from site location listed in Item #26 up to 20 miles using an end dump or belly dump	Ton/Mile		
30	7,500/yr	Hauling of material from site location listed in Item #26 over 20 miles & up to 40 miles using an end dump or belly dump	Ton/Mile		

ITEM #	EST. QTY.	ITEM DESCRIPTION	UNIT	UNIT PRICE	WRITTEN IN WORDS
		SP-IV HOT MIX ASPHALT			
31	7,500/yr	Material site to be located within 25 Mile radius of SANTA FE site location:	TON		
32	7,500/yr	Hauling of material from site location listed in Item #31 up to 20 miles using a tandem dump truck	Ton/Mile		
33	7,500/yr	Hauling of material from site location listed in Item #31 over 20 miles and up to 40 miles using a tandem dump truck	Ton/Mile		
34	7,500/yr	Hauling of material from site location listed in Item #31 up to 20 miles using an end dump or belly dump	Ton/Mile		
35	7,500/yr	Hauling of material from site location listed in Item #31 over 20 miles & up to 40 miles using an end dump or belly dump	Ton/Mile		
36	7,500/yr	Material site to be located within 25 Mile radius of ESPANOLA site location:	TON		
37	7,500/yr	Hauling of material from site locations listed in Item #36 up to 20 miles using a tandem dump truck	Ton/Mile		
38	7,500/yr	Hauling of material from site location listed in Item #36 over 20 miles and up to 40 miles using a tandem dump truck	Ton/Mile		
39	7,500/yr	Hauling of material from site location listed in Item #36 up to 20 miles using an end dump or belly dump	Ton/Mile		
40	7,500/yr	Hauling of material from site location listed in Item #36 over 20 miles & up to 40 miles using an end dump or belly dump	Ton/Mile		
41	7,500/yr	Material site to be located within 25 mile radius of EDGEWOOD site location:	TON		
42	7,500/yr	Hauling of material from site location listed in Item #41 up to 20 miles using a tandem dump truck	Ton/Mile		
43	7,500/yr	Hauling of material from site location listed in Item #41 over 20 miles and up to 40 miles using a tandem dump truck	Ton/Mile		
44	7,500/yr	Hauling of material from site locations listed in Item #41 up to 20 miles using an end dump or belly dump	Ton/Mile		
45	7,500/yr	Hauling of materials from site location listed in Item #41 over 20 miles & up to 40 miles using an end dump or belly dump	Ton/Mile		

ITEM #	EST. QTY.	ITEM DESCRIPTION	UNIT	UNIT PRICE	WRITTEN IN WORDS
		1/2" HOT MIX ASPHALT NOT MIXED DESIGN FOR PATCHING			
46	7,500/yr	Material site to be located within 25 Mile radius of SANTA FE site location:	TON		
47	7,500/yr	Hauling of material from site location listed in Item #46 up to 20 miles using a tandem dump truck	Ton/Mile		
48	7,500/yr	Hauling of material from site location listed in Item #46 over 20 miles and up to 40 miles using a tandem dump truck	Ton/Mile		
49	7,500/yr	Hauling of material from site location listed in Item #46 up to 20 miles using an end dump or belly dump	Ton/Mile		
50	7,500/yr	Hauling of material from site location listed in Item #46 over 20 miles & up to 40 miles using an end dump or belly dump	Ton/Mile		
51	7,500/yr	Material site to be located within 25 Mile radius of ESPANOLA site location:	TON		
52	7,500/yr	Hauling of material from site locations listed in Item #51 up to 20 miles using a tandem dump truck	Ton/Mile		
53	7,500/yr	Hauling of material from site location listed in Item #51 over 20 miles and up to 40 miles using a tandem dump truck	Ton/Mile		
54	7,500/yr	Hauling of material from site location listed in Item #51 up to 20 miles using an end dump or belly dump	Ton/Mile		
55	7,500/yr	Hauling of material from site location listed in Item #51 over 20 miles & up to 40 miles using an end dump or belly dump	Ton/Mile		
56	7,500/yr	Material site to be located within 25 mile radius of EDGEWOOD site location:	TON		
57	7,500/yr	Hauling of material from site location listed in Item #56 up to 20 miles using a tandem dump truck	Ton/Mile		
58	7,500/yr	Hauling of material from site location listed in Item #56 over 20 miles and up to 40 miles using a tandem dump truck	Ton/Mile		
59	7,500/yr	Hauling of material from site locations listed in Item #56 up to 20 miles using an end dump or belly dump	Ton/Mile		
60	7,500/yr	Hauling of materials from site location listed in Item #56 over 20 miles & up to 40 miles using an end dump or belly dump	Ton/Mile		

ITEM #	EST. QTY.	ITEM DESCRIPTION	UNIT	UNIT PRICE	WRITTEN IN WORDS
		BORROW (BACKFILL) MATERIAL			
61	7,500/yr	Material site to be located within 25 mile radius of SANTA FE site location:	TON		
62	7,500/yr	Hauling of material from site location listed in Item #61 up to 20 miles using a tandem dump truck	Ton/Mile		
63	7,500/yr	Hauling of material from site location listed in Item #61 over 20 miles and up to 40 miles using a tandem dump truck	Ton/Mile		
64	7,500/yr	Hauling of material from site location listed in Item #61 up to 20 miles using an end dump or belly dump	Ton/Mile		
65	7,500/yr	Hauling of material from site location listed in Item #61 over 20 miles & up to 40 miles using an end dump or belly dump	Ton/Mile		
66	7,500/yr	Material site to be located within 25 mile radius of ESPANOLA site location:	TON		
67	7,500/yr	Hauling of material from site location listed in Item #66 up to 20 miles using a tandem dump truck	Ton/Mile		
68	7,500/yr	Hauling of material from site location listed in Item #66 over 20 miles and up to 40 miles using a tandem dump truck	Ton/Mile		
69	7,500/yr	Hauling of material from site location listed in Item #66 up to 20 miles using an end dump or belly dump	Ton/Mile		
70	7,500/yr	Hauling of material from site location listed in Item #66 over 20 miles & up to 40 miles using an end dump or belly dump	Ton/Mile		
71	7,500/yr	Material site to be located within 25 mile radius of EDGEWOOD site location:	TON		
72	7,500/yr	Hauling of material from site location listed in Item #71 up to 20 miles using a tandem dump truck	Ton/Mile		
73	7,500/yr	Hauling of material from site location listed in Item #71 over 20 miles and up to 40 miles using a tandem dump truck	Ton/Mile		
74	7,500/yr	Hauling of material from site location listed in Item #71 up to 20 miles using an end dump or belly dump	Ton/Mile		
75	7,500/yr	Hauling of material from site location listed in Item #71 over 20 miles & up to 40 miles using an end dump or belly dump	Ton/Mile		

ITEM #	EST. QTY.	ITEM DESCRIPTION	UNIT	UNIT PRICE	WRITTEN IN WORDS
		6" to 9" GABION ROCK			
76	7,500/yr	Material site to be located within 25 mile radius of SANTA FE site location:	TON		
77	7,500/yr	Hauling of material from site location listed in Item #76 up to 20 miles using a tandem dump truck	Ton/Mile		
78	7,500/yr	Hauling of material from site location listed in Item #76 over 20 miles and up to 40 miles using a tandem dump truck	Ton/Mile		
79	7,500/yr	Hauling of material from site location listed in Item #76 up to 20 miles using an end dump or belly dump	Ton/Mile		
80	7,500/yr	Hauling of material from site location listed in Item #76 over 20 miles & up to 40 miles using an end dump or belly dump	Ton/Mile		
81	7,500/yr	Material site to be located within 25 mile radius of ESPANOLA site location:	TON		
82	7,500/yr	Hauling of material from site location listed in Item #81 up to 20 miles using a tandem dump truck	Ton/Mile		
83	7,500/yr	Hauling of material from site location listed in Item #81 over 20 miles and up to 40 miles using a tandem dump truck	Ton/Mile		
84	7,500/yr	Hauling of material from site location listed in Item #81 up to 20 miles using an end dump or belly dump	Ton/Mile		
85	7,500/yr	Hauling of material from site location listed in Item #81 over 20 miles & up to 40 miles using an end dump or belly dump	Ton/Mile		
86	7,500/yr	Material site to be located within 25 mile radius of EDGEWOOD site location:	TON		
87	7,500/yr	Hauling of material from site location listed in Item #86 up to 20 miles using a tandem dump truck	Ton/Mile		
88	7,500/yr	Hauling of material from site location listed in Item #86 over 20 miles and up to 40 miles using a tandem dump truck	Ton/Mile		
89	7,500/yr	Hauling of material from site location listed in Item #86 up to 20 miles using an end dump or belly dump	Ton/Mile		
90	7,500/yr	Hauling of material from site location listed in Item #86 over 20 miles & up to 40 miles using an end dump or belly dump	Ton/Mile		

ITEM #	EST. QTY.	ITEM DESCRIPTION	UNIT	UNIT PRICE	WRITTEN IN WORDS
		6" to 12" GABION ROCK			
91	7,500/yr	Material site to be located within 25 mile radius of SANTA FE site location:	TON		
92	7,500/yr	Hauling of material from site location listed in Item #91 up to 20 miles using a tandem dump truck	Ton/Mile		
93	7,500/yr	Hauling of material from site location listed in Item #91 over 20 miles and up to 40 miles using a tandem dump truck	Ton/Mile		
94	7,500/yr	Hauling of material from site location listed in Item #91 up to 20 miles using an end dump or belly dump	Ton/Mile		
95	7,500/yr	Hauling of material from site location listed in Item #91 over 20 miles & up to 40 miles using an end dump or belly dump	Ton/Mile		
96	7,500/yr	Material site to be located within 25 mile radius of ESPANOLA site location:	TON		
97	7,500/yr	Hauling of material from site location listed in Item #96 up to 20 miles using a tandem dump truck	Ton/Mile		
98	7,500/yr	Hauling of material from site location listed in Item #96 over 20 miles and up to 40 miles using a tandem dump truck	Ton/Mile		
99	7,500/yr	Hauling of material from site location listed in Item #96 up to 20 miles using an end dump or belly dump	Ton/Mile		
100	7,500/yr	Hauling of material from site location listed in Item #96 over 20 miles & up to 40 miles using an end dump or belly dump	Ton/Mile		
101	7,500/yr	Material site to be located within 25 mile radius of EDGEWOOD site location:	TON		
102	7,500/yr	Hauling of material from site location listed in Item #101 up to 20 miles using a tandem dump truck	Ton/Mile		
103	7,500/yr	Hauling of material from site location listed in Item #101 over 20 miles and up to 40 miles using a tandem dump truck	Ton/Mile		
104	7,500/yr	Hauling of material from site location listed in Item #101 up to 20 miles using an end dump or belly dump	Ton/Mile		
105	7,500/yr	Hauling of material from site location listed in Item #101 over 20 miles & up to 40 miles using an end dump or belly dump	Ton/Mile		

ITEM #	EST. QTY.	ITEM DESCRIPTION	UNIT	UNIT PRICE	WRITTEN IN WORDS
		2" MINUS FRACTURED ROCK			
106	7,500/yr	Material site to be located within 25 mile radius of SANTA FE site location:	TON		
107	7,500/yr	Hauling of material from site location listed in Item #106 up to 20 miles using a tandem dump truck	Ton/Mile		
108	7,500/yr	Hauling of material from site location listed in Item #106 over 20 miles and up to 40 miles using a tandem dump truck	Ton/Mile		
109	7,500/yr	Hauling of material from site location listed in Item #106 up to 20 miles using an end dump or belly dump	Ton/Mile		
110	7,500/yr	Hauling of material from site location listed in Item #106 over 20 miles & up to 40 miles using an end dump or belly dump	Ton/Mile		
111	7,500/yr	Material site to be located within 25 mile radius of ESPANOLA site location:	TON		
112	7,500/yr	Hauling of material from site location listed in Item #111 up to 20 miles using a tandem dump truck	Ton/Mile		
113	7,500/yr	Hauling of material from site location listed in Item #111 over 20 miles and up to 40 miles using a tandem dump truck	Ton/Mile		
114	7,500/yr	Hauling of material from site location listed in Item #111 up to 20 miles using an end dump or belly dump	Ton/Mile		
115	7,500/yr	Hauling of material from site location listed in Item #111 over 20 miles & up to 40 miles using an end dump or belly dump	Ton/Mile		
116	7,500/yr	Material site to be located within 25 mile radius of EDGEWOOD site location:	TON		
117	7,500/yr	Hauling of material from site location listed in Item #116 up to 20 miles using a tandem dump truck	Ton/Mile		
118	7,500/yr	Hauling of material from site location listed in Item #116 over 20 miles and up to 40 miles using a tandem dump truck	Ton/Mile		
119	7,500/yr	Hauling of material from site location listed in Item #116 up to 20 miles using an end dump or belly dump	Ton/Mile		
120	7,500/yr	Hauling of material from site location listed in Item #116 over 20 miles & up to 40 miles using an end dump or belly dump	Ton/Mile		

ITEM #	EST. QTY.	ITEM DESCRIPTION	UNIT	UNIT PRICE	WRITTEN IN WORDS
		2" MINUS ROUND ROCK			
121	7,500/yr	Material site to be located within 25 mile radius of SANTA FE site location:	TON		
122	7,500/yr	Hauling of material from site location listed in Item #121 up to 20 miles using a tandem dump truck	Ton/Mile		
123	7,500/yr	Hauling of material from site location listed in Item #121 over 20 miles and up to 40 miles using a tandem dump truck	Ton/Mile		
124	7,500/yr	Hauling of material from site location listed in Item #121 up to 20 miles using an end dump or belly dump	Ton/Mile		
125	7,500/yr	Hauling of material from site location listed in Item #121 over 20 miles & up to 40 miles using an end dump or belly dump	Ton/Mile		
126	7,500/yr	Material site to be located within 25 mile radius of ESPANOLA site location:	TON		
127	7,500/yr	Hauling of material from site location listed in Item #126 up to 20 miles using a tandem dump truck	Ton/Mile		
128	7,500/yr	Hauling of material from site location listed in Item #126 over 20 miles and up to 40 miles using a tandem dump truck	Ton/Mile		
129	7,500/yr	Hauling of material from site location listed in Item #126 up to 20 miles using an end dump or belly dump	Ton/Mile		
130	7,500/yr	Hauling of material from site location listed in Item #126 over 20 miles & up to 40 miles using an end dump or belly dump	Ton/Mile		
131	7,500/yr	Material site to be located within 25 mile radius of EDGEWOOD site location:	TON		
132	7,500/yr	Hauling of material from site location listed in Item #131 up to 20 miles using a tandem dump truck	Ton/Mile		
133	7,500/yr	Hauling of material from site location listed in Item #131 over 20 miles and up to 40 miles using a tandem dump truck	Ton/Mile		
134	7,500/yr	Hauling of material from site location listed in Item #131 up to 20 miles using an end dump or belly dump	Ton/Mile		
135	7,500/yr	Hauling of material from site location listed in Item #131 over 20 miles & up to 40 miles using an end dump or belly dump	Ton/Mile		

ITEM #	EST. QTY.	ITEM DESCRIPTION	UNIT	UNIT PRICE	WRITTEN IN WORDS
		SURFACE AGGREGATE MATERIAL 3/8" CHIPS			
136	7,500/yr	Material site to be located within 25 mile radius of SANTA FE site location:	TON		
137	7,500/yr	Hauling of material from site location listed in Item #136 up to 20 miles using a tandem dump truck	Ton/Mile		
138	7,500/yr	Hauling of material from site location listed in Item #136 over 20 miles and up to 40 miles using a tandem dump truck	Ton/Mile		
139	7,500/yr	Hauling of material from site location listed in Item #135 up to 20 miles using an end dump or belly dump	Ton/Mile		
140	7,500/yr	Hauling of material from site location listed in Item #136 over 20 miles & up to 40 miles using an end dump or belly dump	Ton/Mile		
141	7,500/yr	Material site to be located within 25 mile radius of ESPANOLA site location:	TON		
142	7,500/yr	Hauling of material from site location listed in Item #141 up to 20 miles using a tandem dump truck	Ton/Mile		
143	7,500/yr	Hauling of material from site location listed in Item #141 over 20 miles and up to 40 miles using a tandem dump truck	Ton/Mile		
144	7,500/yr	Hauling of material from site location listed in Item #141 up to 20 miles using an end dump or belly dump	Ton/Mile		
145	7,500/yr	Hauling of material from site location listed in Item #141 over 20 miles & up to 40 miles using an end dump or belly dump	Ton/Mile		
146	7,500/yr	Material site to be located within 25 mile radius of EDGEWOOD site location:	TON		
147	7,500/yr	Hauling of material from site location listed in Item #146 up to 20 miles using a tandem dump truck	Ton/Mile		
148	7,500/yr	Hauling of material from site location listed in Item #146 over 20 miles and up to 40 miles using a tandem dump truck	Ton/Mile		
149	7,500/yr	Hauling of material from site location listed in Item #146 up to 20 miles using an end dump or belly dump	Ton/Mile		
150	7,500/yr	Hauling of material from site location listed in Item #146 over 20 miles & up to 40 miles using an end dump or belly dump	Ton/Mile		

ITEM #	EST. QTY.	ITEM DESCRIPTION	UNIT	UNIT PRICE	WRITTEN IN WORDS
		SURFACE AGGREGATE MATERIAL 1/2" CHIPS			
151	7,500/yr	Material site to be located within 25 mile radius of SANTA FE site location:	TON		
152	7,500/yr	Hauling of material from site location listed in Item #151 up to 20 miles using a tandem dump truck	Ton/Mile		
153	7,500/yr	Hauling of material from site location listed in Item #151 over 20 miles and up to 40 miles using a tandem dump truck	Ton/Mile		
154	7,500/yr	Hauling of material from site location listed in Item #151 up to 20 miles using an end dump or belly dump	Ton/Mile		
155	7,500/yr	Hauling of material from site location listed in Item #151 over 20 miles & up to 40 miles using an end dump or belly dump	Ton/Mile		
156	7,500/yr	Material site to be located within 25 mile radius of ESPANOLA site location:	TON		
157	7,500/yr	Hauling of material from site location listed in Item #156 up to 20 miles using a tandem dump truck	Ton/Mile		
158	7,500/yr	Hauling of material from site location listed in Item #156 over 20 miles and up to 40 miles using a tandem dump truck	Ton/Mile		
159	7,500/yr	Hauling of material from site location listed in Item #156 up to 20 miles using an end dump or belly dump:	Ton/Mile		
160	7,500/yr	Hauling of material from site location listed in Item #156 over 20 miles & up to 40 miles using an end dump or belly dump	Ton/Mile		
161	7,500/yr	Material site to be located within 25 mile radius of EDGEWOOD site location:	TON		
162	7,500/yr	Hauling of material from site location listed in Item #161 up to 20 miles using a tandem dump truck	Ton/Mile		
163	7,500/yr	Hauling of material from site location listed in Item #161 over 20 miles and up to 40 miles using a tandem dump truck	Ton/Mile		
164	7,500/yr	Hauling of material from site location listed in Item #161 up to 20 miles using an end dump or belly dump	Ton/Mile		
165	7,500/yr	Hauling of material from site location listed in Item #161 over 20 miles & up to 40 miles using an end dump or belly dump	Ton/Mile		

ITEM #	EST. QTY.	ITEM DESCRIPTION	UNIT	UNIT PRICE	WRITTEN IN WORDS
		SURFACE AGGREGATE MATERIAL 5/8" CHIPS			
166	7,500/yr	Material site to be located within 25 mile radius of SANTA FE site location:	TON		
167	7,500/yr	Hauling of material from site location listed in Item #166 up to 20 miles using a tandem dump truck	Ton/Mile		
168	7,500/yr	Hauling of material from site location listed in Item #166 over 20 miles and up to 40 miles using a tandem dump truck	Ton/Mile		
169	7,500/yr	Hauling of material from site location listed in Item #166 up to 20 miles using an end dump or belly dump	Ton/Mile		
170	7,500/yr	Hauling of material from site location listed in Item #166 over 20 miles & up to 40 miles using an end dump or belly dump	Ton/Mile		
171	7,500/yr	Material site to be located within 25 mile radius of ESPANOLA site location:	TON		
172	7,500/yr	Hauling of material from site location listed in Item #171 up to 20 miles using a tandem dump truck	Ton/Mile		
173	7,500/yr	Hauling of material from site location listed in Item #171 over 20 miles and up to 40 miles using a tandem dump truck	Ton/Mile		
174	7,500/yr	Hauling of material from site location listed in Item #171 up to 20 miles using an end dump or belly dump	Ton/Mile		
175	7,500/yr	Hauling of material from site location listed in Item #171 over 20 miles & up to 40 miles using an end dump or belly dump	Ton/Mile		
176	7,500/yr	Material site to be located within 25 mile radius of EDGEWOOD site location:	TON		
177	7,500/yr	Hauling of material from site location listed in Item #176 up to 20 miles using a tandem dump truck	Ton/Mile		
178	7,500/yr	Hauling of material from site location listed in Item #176 over 20 miles and up to 40 miles using a tandem dump truck	Ton/Mile		
179	7,500/yr	Hauling of material from site location listed in Item #176 up to 20 miles using an end dump or belly dump	Ton/Mile		
180	7,500/yr	Hauling of material from site location listed in Item #176 over 20 miles & up to 40 miles using an end dump or belly dump	Ton/Mile		

ITEM #	EST. QTY.	ITEM DESCRIPTION	UNIT	UNIT PRICE	WRITTEN IN WORDS
		SURFACE AGGREGATE MATERIAL 3/4" CHIPS	TON		
181	7,500/yr	Material site to be located within 25 mile radius of SANTA FE site location:			
182	7,500/yr	Hauling of material from site location listed in Item #181 up to 20 miles using a tandem dump truck	Ton/Mile		
183	7,500/yr	Hauling of material from site location listed in Item #181 over 20 miles and up to 40 miles using a tandem dump truck	Ton/Mile		
184	7,500/yr	Hauling of material from site location listed in Item #181 up to 20 miles using an end dump or belly dump	Ton/Mile		
185	7,500/yr	Hauling of material from site location listed in Item #181 over 20 miles & up to 40 miles using an end dump or belly dump	Ton/Mile		
186	7,500/yr	Material site to be located within 25 mile radius of ESPANOLA site location:	TON		
187	7,500/yr	Hauling of material from site location listed in Item #186 up to 20 miles using a tandem dump truck	Ton/Mile		
188	7,500/yr	Hauling of material from site location listed in Item #186 over 20 miles and up to 40 miles using a tandem dump truck	Ton/Mile		
189	7,500/yr	Hauling of material from site location listed in Item #186 up to 20 miles using an end dump or belly dump	Ton/Mile		
190	7,500/yr	Hauling of material from site location listed in Item #186 over 20 miles & up to 40 miles using an end dump or belly dump	Ton/Mile		
191	7,500/yr	Material site to be located within 25 mile radius of EDGEWOOD site location:	TON		
192	7,500/yr	Hauling of material from site location listed in Item #191 up to 20 miles using a tandem dump truck	Ton/Mile		
193	7,500/yr	Hauling of material from site location listed in Item #191 over 20 miles and up to 40 miles using a tandem dump truck	Ton/Mile		
194	7,500/yr	Hauling of material from site location listed in Item #191 up to 20 miles using an end dump or belly dump	Ton/Mile		
195	7,500/yr	Hauling of material from site location listed in Item #191 over 20 miles & up to 40 miles using an end dump or belly dump	Ton/Mile		

ITEM #	EST. QTY.	ITEM DESCRIPTION	UNIT	UNIT PRICE	WRITTEN IN WORDS
		5" MINUS PIT RUN MATERIAL			
196	7,500/yr	Material site to be located within 25 mile radius of SANTA FE site location:	TON		
197	7,500/yr	Hauling of material from site location listed in Item #196 up to 20 miles using a tandem dump truck	Ton/Mile		
198	7,500/yr	Hauling of material from site location listed in Item #196 over 20 miles and up to 40 miles using a tandem dump truck	Ton/Mile		
199	7,500/yr	Hauling of material from site location listed in Item #196 up to 20 miles using an end dump or belly dump	Ton/Mile		
200	7,500/yr	Hauling of material from site location listed in Item #196 over 20 miles & up to 40 miles using an end dump or belly dump	Ton/Mile		
201	7,500/yr	Material site to be located within 25 mile radius of ESPANOLA site location:	TON		
202	7,500/yr	Hauling of material from site location listed in Item #201 up to 20 miles using a tandem dump truck	Ton/Mile		
203	7,500/yr	Hauling of material from site location listed in Item #201 over 20 miles and up to 40 miles using a tandem dump truck	Ton/Mile		
204	7,500/yr	Hauling of material from site location listed in Item #201 up to 20 miles using an end dump or belly dump	Ton/Mile		
205	7,500/yr	Hauling of material from site location listed in Item #201 over 20 miles & up to 40 miles using an end dump or belly dump	Ton/Mile		
206	7,500/yr	Material site to be located within 25 mile radius of EDGEWOOD site location:	TON		
207	7,500/yr	Hauling of material from site location listed in Item #206 up to 20 miles using a tandem dump truck	Ton/Mile		
208	7,500/yr	Hauling of material from site location listed in Item #206 over 20 miles and up to 40 miles using a tandem dump truck	Ton/Mile		
209	7,500/yr	Hauling of material from site location listed in Item #206 up to 20 miles using an end dump or belly dump	Ton/Mile		
210	7,500/yr	Hauling of material from site location listed in Item #206 over 20 miles & up to 40 miles using an end dump or belly dump	Ton/Mile		

ITEM #	EST. QTY.	ITEM DESCRIPTION	UNIT	UNIT PRICE	WRITTEN IN WORDS
		3/8" MINUS LIMESTONE CRUSHER FINES			
211	7,500/yr	Material site to be located within 25 mile radius of SANTA FE site location:	TON		
212	7,500/yr	Hauling of material from site location listed in Item #211 up to 20 miles using a tandem dump truck	Ton/Mile		
213	7,500/yr	Hauling of material from site location listed in Item #211 over 20 miles and up to 40 miles using a tandem dump truck	Ton/Mile		
214	7,500/yr	Hauling of material from site location listed in Item #211 up to 20 miles using an end dump or belly dump	Ton/Mile		
215	7,500/yr	Hauling of material from site location listed in Item #211 over 20 miles & up to 40 miles using an end dump or belly dump	Ton/Mile		
216	7,500/yr	Material site to be located within 25 mile radius of ESPANOLA site location:	TON		
217	7,500/yr	Hauling of material from site location listed in Item #216 up to 20 miles using a tandem dump truck	Ton/Mile		
218	7,500/yr	Hauling of material from site location listed in Item #216 over 20 miles and up to 40 miles using a tandem dump truck	Ton/Mile		
219	7,500/yr	Hauling of material from site location listed in Item #216 up to 20 miles using an end dump or belly dump	Ton/Mile		
220	7,500/yr	Hauling of material from site location listed in Item #216 over 20 miles & up to 40 miles using an end dump or belly dump	Ton/Mile		
221	7,500/yr	Material site to be located within 25 mile radius of EDGEWOOD site location:	TON		
222	7,500/yr	Hauling of material from site location listed in Item #221 up to 20 miles using a tandem dump truck	Ton/Mile		
223	7,500/yr	Hauling of material from site location listed in Item #221 over 20 miles and up to 40 miles using a tandem dump truck	Ton/Mile		
224	7,500/yr	Hauling of material from site location listed in Item #221 up to 20 miles using an end dump or belly dump	Ton/Mile		
225	7,500/yr	Hauling of material from site location listed in Item #221 over 20 miles & up to 40 miles using an end dump or belly dump	Ton/Mile		

ITEM #	EST. QTY.	ITEM DESCRIPTION	UNIT	UNIT PRICE	WRITTEN IN WORDS
		CLASS "A" CONCRETE			
226	100	Delivered Within 15 miles of SANTA FE	CYD		
227	100	Delivered Within 30 miles of Santa Fe	CYD		
228	100	Delivered Within 45 miles of Santa Fe	CYD		
229	100	Delivered Within 60 miles of Santa Fe	CYD		
230	100	Delivered Within 15 miles of ESPANOLA	CYD		
231	100	Delivered Within 30 miles of Espanola	CYD		
232	100	Delivered Within 45 miles of Espanola	CYD		
233	100	Delivered Within 60 miles of Espanola	CYD		
234	100	Delivered Within 15 miles of EDGEWOOD	CYD		
235	100	Delivered Within 30 miles of Edgewood	CYD		
236	100	Delivered Within 45 miles of Edgewood	CYD		
237	100	Delivered Within 60 miles of Edgewood	CYD		
		CLASS "AA" CONCRETE			
238	100	Delivered Within 15 miles of SANTA FE	CYD		
239	100	Delivered Within 30 miles of Santa Fe	CYD		
240	100	Delivered Within 45 miles of Santa Fe	CYD		
241	100	Delivered Within 60 miles of Santa Fe	CYD		
242	100	Delivered Within 15 miles of ESPANOLA	CYD		
243	100	Delivered Within 30 miles of Espanola	CYD		
244	100	Delivered Within 45 miles of Espanola	CYD		
245	100	Delivered Within 60 miles of Espanola	CYD		
246	100	Delivered Within 15 miles of EDGEWOOD	CYD		
247	100	Delivered Within 30 miles of Edgewood	CYD		
248	100	Delivered Within 45 miles of Edgewood	CYD		
249	100	Delivered Within 60 miles of Edgewood	CYD		
		FLOWABLE FILL			
250	100	Delivered Within 15 miles of SANTA FE	CYD		
251	100	Delivered Within 30 miles of Santa Fe	CYD		
252	100	Delivered Within 45 miles of Santa Fe	CYD		
253	100	Delivered Within 60 miles of Santa Fe	CYD		
254	100	Delivered Within 15 miles of ESPANOLA	CYD		
255	100	Delivered Within 30 miles of Espanola	CYD		
256	100	Delivered Within 45 miles of Espanola	CYD		
257	100	Delivered Within 60 miles of Espanola	CYD		

ITEM #	EST. QTY.	ITEM DESCRIPTION	UNIT	UNIT PRICE	WRITTEN IN WORDS
		FLOWABLE FILL			
258	100	Delivered Within 15 miles of EDGEWOOD	CYD		
259	100	Delivered Within 30 miles of Edgewood	CYD		
260	100	Delivered Within 45 miles of Edgewood	CYD		
261	100	Delivered Within 60 miles of Edgewood	CYD		
		BLOTTER MATERIAL			
262	100	Material site to be located within 25 mile radius of SANTA FE site location:	TON		
263	100	Hauling of material from site location listed in Item #262 up to 20 miles using a tandem dump truck	Ton/Mile		
264	100	Hauling of material from site location listed in Item #262 over 20 miles and up to 40 miles using a tandem dump truck	Ton/Mile		
265	100	Hauling of material from site location listed in Item #262 up to 20 miles using an end dump or belly dump	Ton/Mile		
266	100	Hauling of material from site location listed in Item #262 over 20 miles & up to 40 miles using an end dump or belly dump	Ton/Mile		
267	100	Material site to be located within 25 mile radius of ESPANOLA site location:	TON		
268	100	Hauling of material from site location listed in Item #267 up to 20 miles using a tandem dump truck	Ton/Mile		
269	100	Hauling of material from site location listed in Item #267 over 20 miles and up to 40 miles using a tandem dump truck	Ton/Mile		
270	100	Hauling of material from site location listed in Item #267 up to 20 miles using an end dump or belly dump	Ton/Mile		
271	100	Hauling of material from site location listed in Item #267 over 20 miles & up to 40 miles using an end dump or belly dump	Ton/Mile		
272	100	Material site to be located within 25 mile radius of EDGEWOOD site location:	TON		
273	100	Hauling of material from site location listed in Item #272 up to 20 miles using a tandem dump truck	Ton/Mile		
274	100	Hauling of material from site location listed in Item #272 over 20 miles and up to 40 miles using a tandem dump truck	Ton/Mile		
275	100	Hauling of material from site location listed in Item #272 up to 20 miles using an end dump or belly dump	Ton/Mile		

ITEM #	EST. QTY.	ITEM DESCRIPTION	UNIT	UNIT PRICE	WRITTEN IN WORDS
		BLOTTER MATERIAL			
276	100	Hauling of material from site location listed in Item #272 over 20 miles & up to 40 miles using an end dump or belly dump	Ton/Mile		
		SOIL STABILIZERS			
277	7,500/yr	80/20 Magnesium Chloride Soil Stabilizer Delivered & applied to all locations within Santa Fe County	TON		
278	60	Delivery Charge For 80/20 Magnesium Chloride Soil Stabilizer Delivery Charge for areas outside SF County- Per Ton Mile	Ton/Mile		
279	7,500/yr	Magnesium Chloride Soil Stabilizer Delivered & Applied to all locations within Santa Fe County	TON		
280	60	Delivery Charge for Magnesium Chloride Delivery charge for areas outside SF County- Per Ton Mile	Ton/Mile		
281	250	Soil Stabilizer from Stabilizer Solutions Inc. Delivered as per SF County Instructions	LBS		
		ROUND CORRUGATED METAL PIPE			
282	500	Corrugated Metal Pipe 12" Diameter, 16 Gauge Delivered as per SF County instructions	FT		
283	10	End Section 12"	EA		
284	20	Connecting Band 12"	EA		
285	500	Corrugated Metal Pipe 18" Diameter, 16 Gauge Delivered as per SF County instructions	FT		
286	10	End Section 18"	EA		
287	20	Connecting Band 18"	EA		
288	500	Corrugated Metal Pipe 24" Diameter, 16 Gauge Delivered as per SF County Instructions	FT		
289	10	End Section 24"	EA		
290	20	Connecting Band 24"	EA		
291	500	Corrugated Metal Pipe 30" Diameter, 16 Gauge Delivered as per SF County Instructions	FT		
292	10	End Section 30"	EA		
293	20	Connecting Band 30"	EA		
294	500	Corrugated Metal Pipe 36" Diameter, 16 Gauge Delivered as per SF County Instructions	FT		
295	10	End Section 36"	EA		
296	20	Connecting Band 36"	EA		

ITEM #	EST. QTY.	ITEM DESCRIPTION	UNIT	UNIT PRICE	WRITTEN IN WORDS
		ROUND CORRUGATED METAL PIPE			
297	500	Corrugated Metal Pipe 42" Diameter, 16 Gauge Delivered as per SF County Instructions	FT		
298	10	End Section 42"	EA		
299	20	Connecting Band 42"	EA		
300	500	Corrugated Metal Pipe 48" Diameter, 16 Gauge Delivered as per SF County Instructions	FT		
301	10	End Section 48"	EA		
302	20	Connecting Band 48"	EA		
		ARCH CORRUGATED METAL PIPE			
303	500	Arch Corrugated Metal Pipe- 17"x13" Material Delivered as per Santa Fe County Instructions	FT		
304	10	Arch End Section- 17"x13"	EA		
305	20	Arch Connecting Band- 17"x13"	EA		
306	500	Arch Corrugated Metal Pipe- 21"x15" Material Delivered as per Santa Fe County Instructions	FT		
307	10	Arch End Section- 21"x15"	EA		
308	20	Arch Connecting Band- 21"x15"	EA		
309	500	Arch Corrugated Metal Pipe- 24"x18" Material Delivered as per Santa Fe County Instructions	FT		
310	10	Arch End Section- 24"x18"	EA		
311	20	Arch Connecting Band- 24"x18"	EA		
312	500	Arch Corrugated Metal Pipe- 28"x20" Material Delivered as per Santa Fe County Instructions	FT		
313	10	Arch End Section- 28"x20"	EA		
314	20	Arch Connecting Band- 28"x20"	EA		
315	500	Arch Corrugated Metal Pipe- 35"x24" Material Delivered as per Santa Fe County Instructions	FT		
316	10	Arch End Section- 35"x24"	EA		
317	20	Arch Connecting Band- 35"x24"	EA		
318	500	Arch Corrugated Metal Pipe- 42"x29" Material Delivered as per Santa Fe County Instructions	FT		
319	10	Arch End Section- 42"x29"	EA		
320	20	Arch Connecting Band- 42"x29"	EA		

ITEM #	EST. QTY.	ITEM DESCRIPTION	UNIT	UNIT PRICE	WRITTEN IN WORDS
		ARCH CORRUGATED METAL PIPE			
321	500	Arch Corrugated Metal Pipe- 49"x33" Material Delivered as per Santa Fe County Instructions	FT		
322	10	Arch End Section- 49"x33"	EA		
323	20	Arch Connecting Band- 49"x33"	EA		
324	500	Arch Corrugated Metal Pipe- 57"x38" Material Delivered as per Santa Fe County Instructions	FT		
325	10	Arch End Section- 57"x38"	EA		
326	20	Arch Connecting Band- 57"x38"	EA		
327	500	Arch Corrugated Metal Pipe- 64"x43" Material Delivered as per Santa Fe County Instructions	FT		
328	10	Arch End Section- 64"x43"	EA		
329	20	Arch Connecting Band- 64"x43"	EA		
330	500	Arch Corrugated Metal Pipe- 71"x47" Material Delivered as per Santa Fe County Instructions	FT		
331	10	Arch End Section- 71"x47"	EA		
332	20	Arch Connecting Band- 71"x47"	EA		
333	500	Arch Corrugated Metal Pipe- 77"x52" Material Delivered as per Santa Fe County Instructions	FT		
334	10	Arch End Section- 77"x52"	EA		
335	20	Arch Connecting Band- 77"x52"	EA		
336	500	Arch Corrugated Metal Pipe- 83"x57" Material Delivered as per Santa Fe County Instructions	FT		
337	10	Arch End Section- 83"x57"	EA		
338	20	Arch Connecting Band- 83"x57"	EA		
339	500	Arch Corrugated Metal Pipe- 87"x63" Material Delivered as per Santa Fe County Instructions	FT		
340	10	Arch End Section- 87"x63"	EA		
341	20	Arch Connecting Band- 87"x63"	EA		
342	500	Arch Corrugated Metal Pipe- 95"x67" Material Delivered as per Santa Fe County Instructions	FT		
343	10	Arch End Section- 95"x67"	EA		
344	20	Arch Connecting Band- 95"x67"	EA		

ITEM #	EST. QTY.	ITEM DESCRIPTION	UNIT	UNIT PRICE	WRITTEN IN WORDS
		ARCH CORRUGATED METAL PIPE			
345	500	Arch Corrugated Metal Pipe- 103"x71" Material Delivered as per Santa Fe County Instructions	FT		
346	10	Arch End Section- 103"x71"	EA		
347	20	Arch Connecting Band- 103"x71"	EA		
348	500	Arch Corrugated Metal Pipe- 112"x75" Material Delivered as per Santa Fe County Instructions	FT		
349	10	Arch End Section- 112"x75"	EA		
350	20	Arch Connecting Band- 112"x75"	EA		
351	500	Arch Corrugated Metal Pipe- 117"x79" Material Delivered as per Santa Fe County Instructions	FT		
352	10	Arch End Section- 117"x79"	EA		
353	20	Arch Connecting Band- 117"x79"	EA		
354	500	Arch Corrugated Metal Pipe- 128"x83" Material Delivered as per Santa Fe County Instructions	FT		
355	10	Arch End Section- 128"x83"	EA		
356	20	Arch Connecting Band- 128"x83"	EA		
357	500	Arch Corrugated Metal Pipe- 137"x87" Material Delivered as per Santa Fe County Instructions	FT		
358	10	Arch End Section- 137"x87"	EA		
359	20	Arch Connecting Band- 137"x87"	EA		
360	500	Arch Corrugated Metal Pipe- 142"x91" Material Delivered as per Santa Fe County Instructions	FT		
361	10	Arch End Section- 142"x91"	EA		
362	20	Arch Connecting Band- 142"x91"	EA		
363	500	Arch Corrugated Metal Pipe- 150"x96" Material Delivered as per Santa Fe County Instructions	FT		
364	10	Arch End Section- 150"x96"	EA		
365	20	Arch Connecting Band- 150"x96"	EA		
366	500	Arch Corrugated Metal Pipe- 157"x101" Material Delivered as per Santa Fe County Instructions	FT		
367	10	Arch End Section- 157"x101"	EA		
368	20	Arch Connecting Band- 157"x101"	EA		

ITEM #	EST. QTY.	ITEM DESCRIPTION	UNIT	UNIT PRICE	WRITTEN IN WORDS
		GABION BASKETS - WOVEN WIRE			
369	25	Gabion Basket- 6' (L) x 3' (W) x 1' (H) Material delivered per Santa Fe County Instructions	EA		
370	25	Gabion Basket- 6' (L) x 3' (W) x 1'-6" (H)	EA		
371	50	Gabion Basket- 6' (L) x 3' (W) x 3' (H)	EA		
372	25	Gabion Basket- 9' (L) x 3' (W) x 1' (H) Material delivered per Santa Fe County Instructions	EA		
373	25	Gabion Basket- 9' (L) x 3' (W) x 1'-6" (H)	EA		
374	50	Gabion Basket- 9' (L) x 3' (W) x 3' (H)	EA		
375	25	Gabion Basket- 12' (L) x 3' (W) x 1' (H) Material delivered per Santa Fe County Instructions	EA		
376	25	Gabion Basket- 12' (L) x 3' (W) x 1'-6" (H)	EA		
377	50	Gabion Basket- 12' (L) x 3' (W) x 3' (H)	EA		
		GABION BASKETS - WELDED SQUARE WIRE			
378	25	Gabion Basket- 6' (L) x 3' (W) x 1' (H) Material delivered per Santa Fe County Instructions	EA		
379	25	Gabion Basket- 6' (L) x 3' (W) x 1'-6" (H)	EA		
380	50	Gabion Basket- 6' (L) x 3' (W) x 3' (H)	EA		
381	25	Gabion Basket- 9' (L) x 3' (W) x 1' (H) Material delivered per Santa Fe County Instructions	EA		
382	25	Gabion Basket- 9' (L) x 3' (W) x 1'-6" (H)	EA		
383	50	Gabion Basket- 9' (L) x 3' (W) x 3' (H)	EA		
384	25	Gabion Basket- 12' (L) x 3' (W) x 1' (H) Material delivered per Santa Fe County Instructions	EA		
385	25	Gabion Basket- 12' (L) x 3' (W) x 1'-6" (H)	EA		
386	50	Gabion Basket- 12' (L) x 3' (W) x 3' (H)	EA		
387	100	Roll Lacing Wire -12 Gauge Material delivered per Santa Fe County Instructions	EA		
388	100	Roll Lacing Wire -14 Gauge Material delivered per Santa Fe County Instructions	EA		
389	100	Hard Drawn Wire- 9 Gauge Roll Material delivered per Santa Fe County Instructions	EA		
390	50	Hog Rings - Loose 500 Count Material delivered per Santa Fe County Instructions	EA		

ITEM #	EST. QTY.	ITEM DESCRIPTION	UNIT	UNIT PRICE	WRITTEN IN WORDS
391	50	Hog Rings - Pneumatic Gun 500 Count Material delivered per Santa Fe County Instructions	EA		
		RIP RAP WIRE			
392	25	12' x 150' Roll - Hexagonal Rip Rap Wire Material delivered per Santa Fe County Instructions	EA		
393	25	6' x 150' Roll - Hexagonal Rip Rap Wire Material delivered per Santa Fe County Instructions	EA		
394	100	Steel Angle Iron Stakes- 3/8" x 4" x 4" x 5' Material delivered per Santa Fe County Instructions	EA		
		FILTER FABRIC AND SILT FENCING			
395	25	Geotextile Filter Fabric Material delivered per Santa Fe County Instructions	SYD		
396	25	36" x 300' Roll- Silt Fence Material delivered per Santa Fe County Instructions	EA		

