

- Answer #29:**
- a. **Driveways and driveway turnouts are not to be paved and are not included in pavement quantities.**
 - b. **No Driveway pavement. Please see sheet 02-01.**

- Question #30:** Sheet no. 12-01 shows the bedding and backfill details. The details for suitable and unsuitable existing foundations are provided.
- a. Is there a geotechnical report that determines which driveways require the corresponding details?
 - b. Are those quantities for excavation for the driveway culvert pipes included in the earthwork quantities?
 - c. We didn't see any quantity for the granular material or bedding material in the quantity bid sheet.

- Answer #30:**
- a. **No Geotechnical Report. All existing material is considered suitable. However, if material is found to be unstable then use the detail for unstable foundations.**
 - b. **No the culvert pipe excavation is incidental to the cost of the Culvert Pipe pricing in accordance with NMDOT section 570 pipe culverts.**
 - c. **This is incidental to the cost of the Culvert Pipe in accordance with NMDOT section 570 Pipe Culverts.**

- Question #31:** Channel Construction
- a. The channel detail calls for non-wire wired enclosed class b rip rap at a 1:1 slope. In our experience class b cannot be stacked at a 1:1 slope.
 - i. Should this be changed to include the wire enclosed blankets or is there enough room to have the slopes at 1:1.5?
 - b. There is a 20' drainage easement for the channel. Will there be a temporary construction easement in place during construction so that we have room to work on the channel?
 - c. On sheets numbered 03-08, the cross sections show the channel encroaching over the 20' easement. Is there a letter of permission or an agreement from the property owners to allow this?

- Answer #31:**
- a. **Place Class B Rip Rap in accordance with the plans. Class B riprap has two fractured faces and a minimum dimension of 6" which should work per plan on Sheet 02-09.**
 - i. **Place Class B Rip Rap in accordance with plans.**
 - b. **Means and methods are the Contractor responsibility. Santa Fe County has permanent easements in place, but Santa Fe County will help acquire temporary work permits from property owners before construction begins. Trench boxes may be required.**

- c. **The Channel Cross section will be field fit to assure it remains in the easement.**

Question #32: There are 2 different pavement sections for the projects...
a. One shows 2.5" of asphalt over 5" of base course. The other plan set shows 2" of asphalt over 4" base course. We are accustomed to placing a 2.5" asphalt section on County projects. Can you please verify that the 2" asphalt section is acceptable?

Answer #32: **2" Asphalt per plan is acceptable on Racetrack Subdivision per plan Sheet 2-1.**

Question #33: There is no bid item for testing. Will testing be required from the contractors?

Answer #33: **Testing is required per NMDOT Minimum Testing Requirements May 2, 2013 for the Contractor. Contractor is responsible for Quality Control Testing. These tests are incidental to their associate pay items.**

Question #34: Does existing site soil meet the required R Value?

Answer #34: **Yes the existing material meets R-Value.**

Questions #35: On sheet GR1, there is a 15' drainage easement for channel and drop inlets. The drop inlets and the excavation to build them are over 10' deep. We will be required to slope and bench the earth for construction safety.
a. Is there or will there be a temporary construction easement in place for the construction of these structures?

Answer #35: **Means and methods are the Contractors responsibility. SF County has permanent easements in place, but SFC will help acquire temporary work permits from property owners before construction begins. Trench Boxes may be required.**

Question #36: On Camino Largo and Camino Mocho, some of the drop inlets and pipes are close to and over 10' deep and within 5' of the property-R/W line.
a. Is there going to be a temporary construction easement in place on the private property so that we can place shoring and/or bench our slopes?

Answer #36: **Means and methods are the Contractor responsibility. SF County has permanent easements in place, but SFC will help acquire temporary work permits from property owners before construction begins. Trench Boxes may be required.**

- Question #37: On sheet 1-6 Drawing G6, under “Excavation and Backfill”, note 4, it requires the contractor to seed any disturbed areas. In the pre-bid meeting, the County officials said that the County is Responsible for reseeding. Please clarify
- Answer #37: Seeding is not required.**
- Question #38: There are no details for drop inlets, pipes and pipe bedding.
- a. If we are to assume that the same details from Camino Torcido Loop apply...
 - i. The details for suitable and unsuitable existing foundations are provided.
 - ii. Is there a geotechnical report that determines which pipes require the corresponding details?
 - iii. Are those quantities for excavation for the all pipes included in the earthwork quantities?
 1. We didn’t see any quantity for the granular material or bedding material in the quantity bid sheet.
- Answer #38: a. Drop inlets are NMDOT standard drawing 623 per 2-1. Culvert pipes are shown on the plans as Arch CMP per sheet 2-1.**
- i. **There is no Geotechnical report.**
 - ii. **No, the culvert pipe excavation is incidental to the cost of the Culvert Pipe pricing in accordance with NMDOT specification 570 Pipe Culvert.**
 - iii. **This is incidental to the cost of the Culvert Pipe in accordance with NMDOT specification 570 Pipe Culverts.**
- Question #39: What asphalt mix will be required for the Racetrack Subdivision?
- Answer #39: SP –IV asphalt.**
- Question #40: Detail C, Sheet DT1, Racetrack Subdivision Plans – Detail says to place 3” of base course at culverts, or restore to original condition. Is this work incidental to the culverts?
- Answer #40: Any Base course used for this purpose will be paid for at the line item cost for Base course.**
- Question #41: Is the maturity method going to be used on all concrete?
- Answer #41: Maturity Method will be used in accordance with section 510.3.5.2 In Place Concrete Strength Measurements if the Contractor requests in place strength measurements for construction related purposes.**

Question #42: Because these plans were completed at the same time and the projects are next to each other, Santa Fe County decided to bid both projects together and award them to one Contractor.

Answer #42: There are two sets of plans and two projects that will be awarded to one contractor. Horrocks designed the plans for Racetrack Subdivision. HDR designed the plans for Camino Torcido Loop.

Please add this Addendum #2 to the original proposal documents and refer to proposal documents, hereto as such. This and all subsequent addenda will become part of any resulting contract documents and have effects as if original issued. All other unaffected sections will have their original interpretation and remain in full force and effect. Responders are reminded that any questions or need for clarification must be addressed to Michelle A. Marmion, Senior Procurement Specialist at mmarmion@santafecountynm.gov.

IFB No. 2019-0119-PW/MAM
SURFACE AND DRAINAGE IMPROVEMENTS
TO MULTIPLE COUNTY ROADS
PRE-BID CONFERENCE
JANUARY 16, 2019

INTRODUCTIONS

Contracting Agency: Santa Fe County Public Works

- | | | |
|-----------------------|----------------------------|---------------------|
| • Michelle A. Marmion | Procurement Specialist Sr. | Purchasing Division |
| • Maricela Martinez | Procurement Specialist Sr. | Purchasing Division |
| • Daniel S. Smith | Project Manager II | Public Works |

CLARIFICATIONS TO THE BID

- Bid Opening has been changed to Tuesday, January 29, 2019 @ 2:00 pm Finance Conference room.
- Page 5, 4. CONTRACT TIME – Contract Time is 180 working days not calendar days.
- Page 19 Bid Item #2 for Camino Torcido Loop – Disregard/remove Item #17 (Riprap Class G) and line number 602060 Riprap Class G under Additive Alternate 1.
- Page 18 Bid Item #1 Race Track Subdivision added estimated quantities.

Project Description

- Santa Fe County is requesting bids from licensed, qualified contractors for surface and drainage improvements to the Racetrack Subdivision and Camino Torcido Loop.
- This project has a mandatory completion date of 180 working days and will commence on the date the Notice to Proceed is granted or as directed by Santa Fe County. There will be no extensions for any reason.
- Liquidated Damages: \$2,000.00 per each working day that expires after the date of substantial completion until substantial completion is achieved and a certificate of Substantial Completion is issued by the County.

Bid Documents

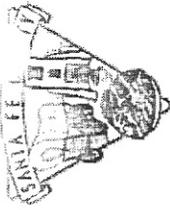
- Bid documents including specifications and plans are available by accessing our website at https://santafecountynm.gov/asd/current_bid_solicitations or contacting Michelle A. Marmion, Procurement Specialist at (505) 992-6753. or by e-mail at mmarmion@santafecountynm.gov.
- Carefully read all bid documents for requirements, terms & conditions, including the Sample contract.
- All bid forms must be completed, signed and included in the bid submittal.
If any of these requirements have not been met, the bid may be disqualified and deemed non-responsive.
- General Contractors and Subcontractors require the appropriate CID Licensure for work performed.

- All contractors and subcontractors must be registered with the N.M. Department of Workforce Solutions for all work over \$60,000.00. (All contractors and subcontractors must be registered as "Active" on the day of bid.)
- Last Day for Questions – Friday, January 18, 2019, e-mail questions to Michelle A. Marmion at mmarmion@santafecountynm.gov (Please do not e-mail any other County staff and/or engineer.)
- All Subcontractors must be listed on the subcontractors listing form.
- Addendum Issued – Tuesday, January 22, 2019 by close of business. *(Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.)*

- Basis of Award – The lowest, responsive combination of base bid 1 and base bid 2.
- The awarded Contractor will be required to register all active subcontractors on the State of New Mexico Workforce Solutions website.
- Bid Schedule:

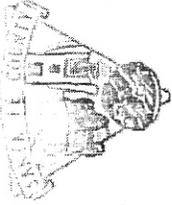
Bid Opening: Tuesday, January 29, 2019
Location: Santa Fe County Purchasing Division, (Bokum Building, Second Floor),
142 W. Palace Avenue, Santa Fe, N.M. 87501
Time: 2:00 PM

Questions



BID CONFERENCE
IFB #2019-0119-PW/MAM
RACETRACK SUBDIVISION/TORCIDO LOOP
DRAINAGE AND ROAD IMPROVEMENTS
WEDNESDAY, JANUARY 16, 2019
4:00PM

NAME	COMPANY	TELEPHONE	E-MAIL ADDRESS
FRED MARGUEZ	GM Emulsion	93-8504	fred@gmemulsion.com
Gabriela Mathias	Gm Emulsion	525-890-9709	gabriele@gmemulsion.com
Erik Trujillo	GM Emulsion	505-690-3563	erik@gmemulsion.com
Tod Agenbroad	Gm Emulsion	470-3972	Tode@gmemulsion.com
Steve Johnson	Desert Fox, LLC	505-934-4908	desertfoxpavingstevej@gmail.com
Kevin Harrison	EMCO of Santa Fe, Inc	505-423-2995	kharrison@esprer.com
Charly Crocco	Blackcreek Services	505-770-2225	Crocco@Blackcreek-Services.com
Gilbert A Luna	Universal Contractors	505-884-0900	gilbert@ucm.com
Joshua Crocker-Frost	AUE, Inc.	505-242-4848	Joshua@aeuinc.net
D. Scott Smith	SFC COUNTY	505-986-2416	DSSMTH@SANTAFECOUNTY.NM.GOV
TU6 LEEDER	RL LEEDER	505 973 1360	TU6@RLLEEDER.COM



BID CONFERENCE
IFB #2019-0119-PW/MAM
RACETRACK SUBDIVISION/TORCIDO LOOP
DRAINAGE AND ROAD IMPROVEMENTS
WEDNESDAY, JANUARY 16, 2019
4:00PM

NAME	COMPANY	TELEPHONE	E-MAIL ADDRESS
Patrick Hennessy	Allied 360 Con	505-470-5779	patrick.hennessy@allied.com
Patrick Wylie	State Ins Lumber Co Inc	(505) 821-1034	Patrick.Wylie@stateins.com
Mike Griego	Parker Materials	(505) 867-2394	Michael.griego@parkerpipe.com
Ryan Killip	Franklin's Earthmoving	505-328-7113	ryan@FranklinsEarthmoving.com
Marcia Martinez	SFC Purchasing	505-992-9804	mmartinez@santafecountynm.gov
Robert Martinez	SFC P/W	992-3015	robmtz@santafecountynm.gov
Michael Sorenson	SFC		

"REVISED" BID SHEETS
IFB NO. 2019-019-PW/MAM VARIOUS ROAD IMPROVEMENTS

BASE BID ITEM NO. 1		RACE TRACK SUBDIVISION				
ITEM NO.	LINE NUMBER	DESCRIPTION	UNIT	ESTIMATE	COST PER UNIT	EXTENDED PRICE
1	201000	CLEARING AND GRUBBING	AC	5		
2	203000	UNCLASSIFIED EXCAVATION	CY	2,200		
3	207000	SUBGRADE PREPARATION	SY	19,100		
4	207000	BASE COURSE	TON	1,400		
5	207000	MINOR PAVING	SY	5,300		
6	270437	24" STORM DRAIN CULVERT PIPE	LF	87		
7	270441	24" CULVERT PIPE END SECTION	EACH	2		
8	270449	30" STORM DRAIN CULVERT PIPE	LF	421		
9	270461	36" STORM DRAIN CULVERT PIPE	LF	247		
10	270467	42" STORM DRAIN CULVERT PIPE	LF	130		
11	270471	48" STORM DRAIN CULVERT PIPE ES	EACH	1		
12	270132	21" x 15" (NOMINAL) CULVERT PIPE ARCH	LF	1,164		
13	002060	RIPRAP CLASS G	SY	100		
14	002281	SWPPP PLAN PREPARATION AND MAINTENANCE	LS	1		
15	021000	MOBILIZATION	LS	1		
16	022115	MEDIAN DROP INLET 3'x3' (RURAL) 11'-6.1" TO 12'-0"	EACH	4		
17	022116	MEDIAN DROP INLET 3'x3' (RURAL) 11'-0.1" TO 12'-0"	EACH	1		
18	023401	DROP INLET 4' x 4' (TYPE III) 8'-0" TO 8'-0"	EACH	2		
19	023407	DROP INLET 4' x 4' (TYPE III) 8'-0" TO 8'-0"	EACH	1		
20	067131	REMOVE AND RESET MAILBOXES	EACH	14		
21	701030	REMOVE AND RESET PANEL SIGN	EACH	0		
22	702811	TRAFFIC CONTROL	LS	1		
23	910000	CONSTRUCTION STAKING BY THE CONTRACTOR	LS	1		
24	910000	OPEN CHANNEL (CUBB PROPERTY)	CY	74		
25	910001	OPEN CHANNEL BASIN	LS	1		
TOTAL BID ITEMS 1 - 25 WRITTEN IN NUMBERS						
TOTAL BID ITEMS 1 - 25 WRITTEN IN WORDS					Dollars & Cents	

ALL BID ITEMS ARE EXCLUSIVE OF GROSS RECEIPTS TAX (GRT)

ADDITIVE ALTERNATE 1 DRIVEWAY CULVERT END SECTIONS					
LINE NUMBER	DESCRIPTION	UNIT	ESTIMATE	COST PER UNIT	EXTENDED PRICE
270153	21" x 15" (NOMINAL) CULVERT PIPE ARCH END SECTION	EACH	64		
TOTAL ADDITIVE ALTERNATE 1 WRITTEN IN NUMBERS					
TOTAL ADDITIVE ALTERNATE 1 WRITTEN IN WORDS					DOLLARS & CENTS

ALL BID ITEMS ARE EXCLUSIVE OF GROSS RECEIPTS TAX (GRT)

ADDITIVE ALTERNATE 2 BASE COURSE AND MINOR PAVING CALLE CORTO STATION 0+00 - 8+00					
LINE NUMBER	DESCRIPTION	UNIT	ESTIMATE	COST PER UNIT	EXTENDED PRICE
207000	BASE COURSE	TON	410		
207000	MINOR PAVING	SY	1,700		
TOTAL ADDITIVE ALTERNATE 2 WRITTEN IN NUMBERS					
TOTAL ADDITIVE ALTERNATE 2 WRITTEN IN WORDS					DOLLARS & CENTS

ALL BID ITEMS ARE EXCLUSIVE OF GROSS RECEIPTS TAX (GRT)

ADDITIVE ALTERNATE 3 BASE COURSE AND MINOR PAVING CAMINO MOCHO STATION 100+25 - 107+63					
LINE NUMBER	DESCRIPTION	UNIT	ESTIMATE	COST PER UNIT	EXTENDED PRICE
207000	BASE COURSE	TON	133		
207000	MINOR PAVING	SY	1,200		
TOTAL ADDITIVE ALTERNATE 3 WRITTEN IN NUMBERS					
TOTAL ADDITIVE ALTERNATE 3 WRITTEN IN WORDS					DOLLARS & CENTS

ALL BID ITEMS ARE EXCLUSIVE OF GROSS RECEIPTS TAX (GRT)

REVISED BID SHEETS CONTINUED
 BID NO. 2019-0119-PW/MAM VARIOUS ROAD IMPROVEMENTS

BASE BID ITEM NO. 2		CANDINO TORCIBO TROP				
LINE NO.	LINE NUMBER	DESCRIPTION	UNIT	ESTIMATE	COST PER UNIT	EXTENDED PRICE
1	00001	1.0' CLAS. RFB EXCAVATION	CU YD	1000		
2	00002	1.0' GRADE PREPARATION	SQ YD	1000		
3	00003	1.0' ADD'G AND REFINISH'G	SQ YD	1000		
4	00004	BASE COURSE 1"	SQ YD	1000		
5	00005	1.0' ASPHALT MATERIAL	SQ YD	1000		
6	00006	1.0' RINGH 24" X 18" H 10' 2" DIA SPIRE	EA	1000		
7	00007	STRUCTURAL CONCRETE, CLASS A	CU YD	1000		
8	00008	1.0' RINGH 24" X 18" H 10' 2" DIA SPIRE	EA	1000		
9	00009	1.0' CURVE RT PIPE	LN FT	1000		
10	00010	24" CURVE RT PIPE	LN FT	1000		
11	00011	36" CURVE RT PIPE	LN FT	1000		
12	00012	48" CURVE RT PIPE	LN FT	1000		
13	00013	1.0' 18" R/O (HALL) CURVE RT PIPE ARCH	LN FT	1000		
14	00014	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1000		
15	00015	1.0' PRAP CLASS B	CU YD	1000		
16	00016	1.0' FENCE	LN FT	1000		
17	00017	1.0' CURVE RT PIPE	LN FT	1000		
18	00018	1.0' CURVE RT PIPE	LN FT	1000		
19	00019	1.0' CURVE RT PIPE	LN FT	1000		
20	00020	1.0' CURVE RT PIPE	LN FT	1000		
21	00021	1.0' CURVE RT PIPE	LN FT	1000		
22	00022	1.0' CURVE RT PIPE	LN FT	1000		
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97	00097	1.0' CURVE RT PIPE	LN FT	1000		
98	00098	1.0' CURVE RT PIPE	LN FT	1000		
99	00099	1.0' CURVE RT PIPE	LN FT	1000		
100	00100	1.0' CURVE RT PIPE	LN FT	1000		
TOTAL BID ITEMS 1 - 30 WRITTEN IN NUMBERS						Dollars & Cents
TOTAL BID ITEMS 1 - 30 WRITTEN IN WORDS						
ALL BID ITEMS ARE EXCLUSIVE OF GROSS RECEIPTS TAX (GRT)						

ADDITIVE ALTERNATE #1 PAVED DRAINAGE IMPROVEMENTS						
LINE NUMBER	DESCRIPTION	UNIT	ESTIMATE	COST PER UNIT	EXTENDED PRICE	
001	1.0' CURVE RT PIPE	LN FT	1000			
002	1.0' CURVE RT PIPE	LN FT	1000			
003	1.0' CURVE RT PIPE	LN FT	1000			
004	1.0' CURVE RT PIPE	LN FT	1000			
005	1.0' CURVE RT PIPE	LN FT	1000			
006	1.0' CURVE RT PIPE	LN FT	1000			
007	1.0' CURVE RT PIPE	LN FT	1000			
008	1.0' CURVE RT PIPE	LN FT	1000			
009	1.0' CURVE RT PIPE	LN FT	1000			
010	1.0' CURVE RT PIPE	LN FT	1000			
011	1.0' CURVE RT PIPE	LN FT	1000			
012	1.0' CURVE RT PIPE	LN FT	1000			
013	1.0' CURVE RT PIPE	LN FT	1000			
014	1.0' CURVE RT PIPE	LN FT	1000			
015	1.0' CURVE RT PIPE	LN FT	1000			
016	1.0' CURVE RT PIPE	LN FT	1000			
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032	1.0' CURVE RT PIPE	LN FT	1000			
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035	1.0' CURVE RT PIPE	LN FT	1000			
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041	1.0' CURVE RT PIPE	LN FT	1000			
042	1.0' CURVE RT PIPE	LN FT	1000			
043	1.0' CURVE RT PIPE	LN FT	1000			
044	1.0' CURVE RT PIPE	LN FT	1000			
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050	1.0' CURVE RT PIPE	LN FT	1000			
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TOTAL ADDITIVE ALTERNATE #1 WRITTEN IN WORDS						
ALL BID ITEMS ARE EXCLUSIVE OF GROSS RECEIPTS TAX (GRT)						

**Santa Fe County
Traffic Control Specification
January 26, 2018**

**Description**

The work consists of providing a traffic control plan and traffic control management including supervision of personal and the installation, inspection, and maintenance of traffic control devices. The Contractor shall furnish all labor, equipment, and traffic control devices necessary to provide a safe work zone. All required signing and traffic control devices shall be in compliance with the current edition of the Manual on Uniform Traffic Control Devices.

Management of the traffic control shall be performed in accordance with section 618 Traffic Control Management of the Standard Specifications for Highway and Bridge Construction New Mexico State Department of Transportation 2014 edition.

Traffic Control Plan

The Traffic Control Plan shall be submitted on 11" x 17" paper and shall be stamped by a registered professional engineer in the State of New Mexico. The traffic control plan shall be created using a CADD program and submitted to the Santa Fe County Project Manager for approval.

Pavement Drop-Offs

Pavement drop-offs occur when the longitudinal edge of the travel lane is not flush with the adjacent existing surface.

Case 1 - Activities within the Travel Lane Such as Milling or Overlay Operations

A maximum 1 ½" vertical drop-off between adjacent surfaces will be allowed at the centerline of lanes without treatment. When the drop-off is greater than 1 ½" a fillet with a slope of 3:1 or flatter shall be provided during non-working hours. The work shall be scheduled to result in not more than one day operation of exposed longitudinal joint between adjacent surfaces.

Case 2 - Areas Adjacent to the Existing Travel Lane with Buffer Zones Less than 6ft in Width

A buffer zone is defined as any smooth, transversable surface that does not contain any obstruction or drop offs.

- A. A slope of 3:1 or flatter should be constructed whenever possible.
- B. Drop offs greater than 1 ½" that are exposed to traffic during non-working hours shall be protected by a fillet (3:1 or flatter) or delineation by drums, vertical panels or other delineation devices.

- C. For drop-offs greater than 1 foot, if a fillet of less than 3:1 slope is not achievable, positive barrier (concrete wall barrier or approved equal) should be used.

Case 3-Areas Adjacent to the Existing Travel Lane with Buffer Zones 6ft or more in Width

- A. A slope of 3:1 or flatter should be constructed whenever possible.
- B. For drop-offs less than 2 feet, vertical panels or other delineation devices shall be used.
- C. For drop-offs greater than 2 feet, if a fillet of less than 3:1 slope is not achievable, positive barrier (concrete wall barrier or approved equal) should be used.

Case 4 – Point Drop-offs Such as Drop Inlets and CBC Ends.

When this type of drop-off is present, every effort should be made to place the appropriate permanent nature, such as guardrail or inlet grates, as soon as possible.

- 1. For drop-offs located 6ft. or more from the travel lane, Type "B" drums shall be used to delineate the hazard.
- 2. For drop-offs located less than 6ft. from the travel lane, positive barrier (concrete wall barrier or approved equal) protection shall be provided. Type "B" drums may be used if the drop-off will be exposed for less than 24 hours.

Work Included in Payment

All labor, materials and equipment to provide traffic control for the construction project. Payment shall be full compensation for the traffic control devices, traffic control plan and the daily management of the traffic control and no further payment will be made.

ATTACHMENT B
ADDENDA & MODIFICATIONS

EXHIBIT A
PROJECT MANUAL

EXHIBIT B

TECHNICAL SPECIFICATIONS AS LISTED IN PLAN SET

EXHIBIT C

LABOR AND MATERIAL PAYMENT BOND

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 Political Subdivision of the State of New Mexico as OBLIGEE hereinafter called the "COUNTY", for the use and benefit of any claimants as herein below defined, in the amount of _____ (\$.) dollars for the payment whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has a written contract dated _____, 2019, with the COUNTY for the construction services for surface and drainage improvements for multiple roads in Santa Fe County, New Mexico, which must be constructed in accordance with drawings and specifications which contract is referenced and made a part hereof, and is hereinafter referred to as the "Contract."

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

1. A claimant is defined as one having a direct contract with the PRINCIPAL or with a subcontractor of the PRINCIPAL for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include but not be limited to that part of water, gas, power, light, heat, oil, gasoline, telephone services or rental of equipment directly applicable to the Contract.
2. The above named PRINCIPAL and SURETY hereby jointly and severally agree with the COUNTY that every claimant as herein defined, who has not been paid in full before the expiration of a period of 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 a suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereof. The 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 in the form of an sworn statement to the COUNTY and any one or both of the following: the PRINCIPAL or SURETY above named, within 90 days after such said claim is made or suit filed, 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 COUNTY, PRINCIPAL or SURETY, at any place where an office is regularly maintained by said COUNTY, PRINCIPAL or SURETY for the transaction of business, or served in any manner in which legal

process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer.

- 4. Any suit under this Labor and Material Bond must be instituted in accordance with the statute of limitation under Section 37-1-3 NMSA 1978.
- 5. No right of action shall accrue on this Bond to or for the use of any person or corporation other than subcontractors or sub-subcontractors of the said Contract between PRINCIPAL and Santa Fe County named herein.

SIGNED AND SEALED THIS _____ DAY OF _____, 2019.

CONTRACTOR – PRINCIPAL (signature)

By: _____
(Printed name and title)

NOTARY PUBLIC (seal)

My Commission expires: _____

SURETY (signature)

(Printed name and title)

NOTARY PUBLIC (seal)

My Commission expires: _____

SURETY'S Authorized New Mexico Agent

EXHIBIT D

PERFORMANCE BOND (SAMPLE)

A. KNOW ALL MEN BY THESE PRESENT, THAT WE _____, as PRINCIPAL hereinafter called the "CONTRACTOR" and _____, as SURETY

hereinafter called the "SURETY", are held and firmly bound unto OBLIGEE Santa Fe County, a Political Subdivision of the State of New Mexico, hereinafter called the "COUNTY", 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 by these presents.

B. WHEREAS, the CONTRACTOR has a written contract dated _____, 2019, with the COUNTY for the construction services for surface and drainage improvements to multiple roads in Santa Fe County, New Mexico, in accordance with drawings and specifications 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 (including any amendment thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect until the COUNTY shall by written instrument notify the SURETY that the obligation is discharged, except that the obligation shall continue for at least three (3) months following the expiration of the term of the Contract.

1. The SURETY hereby waives notice of any alteration or extension of the Contract time made by the COUNTY.
2. Whenever CONTRACTOR shall be, and is declared by the COUNTY to be in default under the Contract, the COUNTY having performed the COUNTY'S obligations thereunder, the SURETY must promptly remedy the default and shall promptly:

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for submission to the COUNTY for completing the Contract in accordance with its terms and conditions, and upon determination by the 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 the COUNTY to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by the COUNTY to CONTRACTOR.

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

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

SIGNED AND SEALED THIS _____ DAY OF _____, 2019.

CONTRACTOR – PRINCIPAL (signature)

By: _____
(Printed name and title)

NOTARY PUBLIC (seal)

My Commission expires: _____

SURETY (signature)

(Printed name and title)

NOTARY PUBLIC (seal)

My Commission expires: _____

SURETY'S Authorized New Mexico Agent

EXHIBIT E

ASSIGNMENT OF ANTITRUST CLAIMS

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

FIRM NAME:
ADDRESS:

PROJECT:

PHONE NO.:

PROJECT NO:

_____ agrees that any and all claims which it may have or may inure to it for overcharges resulting from antitrust violations as to goods, services, and materials purchased in connection with the above-referenced project are hereby assigned to Santa Fe County, but only to the extent that such overcharges are passed on to the County. It is agreed that the undersigned retains all rights to any such antitrust claims to the extent of any overcharges not passed on to the County, including the right to any treble damages attributable thereto.

FIRM: _____

BY: _____
Signed by Individual empowered to obligate suppliers,
subcontractors or subsubcontractors

TITLE: _____

EXHIBIT F
CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT G

NOTICE OF CONTRACT AWARD

TO:

FROM: _____, Public Works Department

CONTRACT NO. _____

This is to inform that you that you have been awarded the contract for:

Project Name: _____

Date of Award _____ Amount of Award _____

Contractor Information:

Firm Name: _____ License# _____

Address: _____ Phone # _____

It is anticipated that construction will take place:

Approximate Starting Date: _____ Approximate Completion Date: _____

Santa Fe County hereby accepts your offer on the solicitation No. _____ as reflected in this award document. The rights and obligations of the parties shall be subject to and governed by this document and any documents attached or incorporated by reference.

SANTA FE COUNTY

Name of Public Works Director or designee: _____
(print name)

Signature

EXHIBIT I

CHANGE ORDER

PROJECT:

CONTRACTOR
CHANGE ORDER NO:

ARCHITECT/ENGINEER

PROJECT NO:

Contractor Telephone:
Contractor e-mail:
ENGINEER'S/ARCHITECT'S PROJECT NO:

CHANGE ORDER JUSTIFICATION (Provide definitive reason for proposed change order.)

You are directed to make the following changes in this Contract: (Provide a detailed description of the Scope of the Work.)

NOT VALID UNTIL SIGNED BY BOTH THE COUNTY AND THE ENGINEER. Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

Contract Sum:
Net change by previously authorized Change Orders: \$0.00
Change Order in the amount of : \$0.00
Contract Sum including this Change Order will be \$0.00
The Contract Time will be increased/decreased/unchanged by ___ working days.
The date of Substantial Completion as of the date of this Change Order is: _____

CHANGE ORDER SIGNATURE PAGE

APPROVED

SANTA FE COUNTY

By: _____

Date: _____

Approved as to form:

By: _____

Date: _____

R. Bruce Frederick
County Attorney

Finance Department:

By: _____

Date: _____

Finance Director

CONTRACTOR

By: _____

Date: _____

Title: _____

ENGINEER

By: _____

Date: _____

Title: _____

EXHIBIT J

CERTIFICATE OF SUBSTANTIAL COMPLETION

SANTA FE COUNTY – (INSERT DEPARTMENT)

Public Works Director or designee (name): _____

CONTRACTOR: _____

Contractor Purchase Order Number: _____

ENGINEER: _____

Project Name: _____

Contract Date: _____

Project Description - Article 2 to Agreement Between Santa Fe County and Contractor (include address and project location description):

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

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

Contractor

Signature

Print name

Date

Accepted by Santa Fe County

Signature (Public Works Director or Designee) Print name Date

Inspected/Concurrence Engineer

Signature Print name Date

PUNCH LIST

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

The Contractor shall complete or correct the Work on the punch list appended hereto by _____ (Date)

The punch list consists of _____ (indicate number of items) items.

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

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

Punch List Items: (Use additional sheets if necessary)

