



VITAL Consulting Group, LLC

Post Office Box 94778

Albuquerque, NM 87199

Office: (505) 359-0623

Fax: (505) 349-4640

Monday, August 20, 2018

*Santa Fe County Public Works
Purchasing Division
142 W. Palace Avenue
Santa Fe, NM 87501*

*Attn: Maricela Martinez
Procurement Specialist Senior*

*Ref: IFB No. 2018-0336-PW/MM
County Road 67F, La Barbaria Road
Drainage and Road Improvements*

Subj: Revised Negotiated Offer

Dear Ms. Martinez,

In response to your request, our subsequent telephone conference this afternoon and in an attempt to provide Santa Fe County Public Work with an equitable alternative offer on the referenced project, VITAL Consulting Group, LLC (VCG) offers and adjusted Base Bid total of \$1,022,432.00, which excludes NM Gross Receipts Tax based on changes proposed conditions outlined below and broken down on the attached line item spreadsheet of estimated quantities and corresponding unit prices, with revised pricing highlighted in yellow.

- Item 21 – 602000 Riprap Class A; This item shall be eliminated from the proposed contract and replaced with 602060, Riprap Class G to be measured by the Square Yard, placed at a nominal thickness of twelve inches (12") using 8" to 12" Riprap and measured in place.*
- Item 27 – 606610 TEMPORARY CWB; VCG will provided Temporary Concrete Barrier Wall removed from another project in-lieu of Temporary Concrete Barrier Wall hauled from our Albuquerque construction yard.*

VITAL Consulting Group, LLC

www.vitalgrp.net



*Santa Fe County Public Works
Purchasing Division
Ms. Maricela Martinez
Ref: IFB No. 2018-0336-PW/MM
Subj: Revised Negotiated Offer
8/20/18, Page 2 of 2*

- *Item 31 – 618000 TRAFFIC CONTROL MANAGEMENT; New Mexico Department of Transportation Traffic Control Specifications shall be removed from the contract and replaced with Santa Fe County Public Works Traffic Control specification.*
- *Item 32 – 621000 MOBILIZATION; Given the concessions offered on removal of working hour restrictions and keeping with standard requirements of 10% for Mobilization, VCG offers a reduction in cost here.*

We hope these changes/modifications help bring costs in line with the County's budget. We truly appreciate the opportunity to work with you on this project. If you have any questions or should you require additional information, please call me at your convenience.

*Sincerely,
VITAL Consulting Group, LLC*

*Vincent R. Martinez
President/Managing Member*

*VITAL Consulting Group, LLC
www.vitalgrp.net*

LA BARBARIA DRAINAGE AND ROAD IMPROVEMENTS - REVISED PROPOSAL (BASE BID)

LINE	ITEM #	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
1	201000	CLEARING AND GRUBBING	L.S.	1	\$ 5,000.00	\$ 5,000.00
2	203000	UNCLASSIFIED EXCAVATION	CU YD	1,500	\$ 20.00	\$ 30,000.00
3	203100	BORROW	CU YD	4,000	\$ 23.00	\$ 92,000.00
4	207000	SUBGRADE PREPARATION	SQ YD	4,240	\$ 4.00	\$ 16,960.00
5	210001	UNSUITABLE MATERIAL EXCAVATION	CU YD	50	\$ 43.00	\$ 2,150.00
6	210002	MAJOR STRUCTURES EXCAVATION	CU YD	380	\$ 19.00	\$ 7,220.00
7	210003	MAJOR STRUCTURES BACKFILL	CU YD	250	\$ 32.00	\$ 8,000.00
8	303160	BASE COURSE 6"	SQ YD	4,240	\$ 16.50	\$ 69,960.00
9	416000	MINOR PAVING 3"	SQ YD	4,240	\$ 25.75	\$ 113,420.00
10	511000	STRUCTURAL CONCRETE CLASS A	CU YD	10	\$ 1,000.00	\$ 10,000.00
11	511030	STRUCTURAL CONCRETE, CLASS AA	CU YD	80	\$ 690.00	\$ 55,200.00
12	511200	SLOPE PAVING	SQ YD	40	\$ 64.00	\$ 2,560.00
13	540060	REINFORCING BARS GRADE 60	LBS	500	\$ 1.75	\$ 875.00
14	540160	EPOXY COATED REINFORCING BARS GRADE 60	LBS	8,000	\$ 2.00	\$ 16,000.00
15	570154	24"S x 18"R (NOMINAL) CULVERT PIPE ARCH	LIN. FT	240	\$ 58.00	\$ 13,920.00
16	570155	24"S x 18"R (NOMINAL) CULVERT PIPE ARCH END SECTION	EACH	11	\$ 375.00	\$ 4,125.00
17	570162	42"S x 29"R (NOMINAL) CULVERT PIPE ARCH	LIN. FT	100	\$ 110.00	\$ 11,000.00
18	570163	42"S x 29"R (NOMINAL) CULVERT PIPE ARCH END SECTION	EACH	6	\$ 950.00	\$ 5,700.00
19	570599	137"S x 47"R x 63' METAL BOX CULVERT	LIN. FT	63	\$ 1,180.00	\$ 74,340.00
20	601000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	L.S.	1	\$ 10,000.00	\$ 10,000.00
24	602000	RIPRAP CLASS A	CU YD	250		
21	602060	RIPRAP CLASS G	SQ YD	1,100	\$ 57.50	\$ 63,250.00
22	602010	RIPRAP CLASS B	CU YD	120	\$ 145.00	\$ 17,400.00
23	603220	CHECK DAM TYPE I	LIN. FT	180	\$ 3.00	\$ 540.00
24	603260	CULVERT PROTECTION	SQ YD	70	\$ 12.00	\$ 840.00
25	603262	COMPOSTED MULCH SOCKS	LIN. FT	1,680	\$ 3.00	\$ 5,040.00
26	603281	SWPPP PLAN PREPARATION AND MAINTENANCE	L.S.	1	\$ 13,500.00	\$ 13,500.00
27	606610	TEMPORARY CWB RETAINED BY THE CONTRACTOR	LIN. FT	320	\$ 60.00	\$ 19,200.00
28	606619	RESETTING OF CONCRETE WALL BARRIER	LIN. FT	960	\$ 10.00	\$ 9,600.00
29	607079	PEDESTRIAN/BICYCLE RAILING	LIN. FT	48	\$ 80.00	\$ 3,840.00
30	609200	HEADER CURB	LIN. FT	3,720	\$ 14.00	\$ 52,080.00
31	618000	TRAFFIC CONTROL MANAGEMENT	L.S.	1	\$ 46,500.00	\$ 46,500.00
32	621000	MOBILIZATION	L.S.	1	\$ 85,000.00	\$ 85,000.00
33	632020	CLASS C SEEDING	ACRE	0.75	\$ 17,000.00	\$ 12,750.00
34	663049	PRE CONSTRUCTION UTILITY SURVEY	L.S.	1	\$ 1,000.00	\$ 1,000.00
35	668000	DEWATERING	L.S.	1	\$ 36,000.00	\$ 36,000.00
36	701000	PANEL SIGNS	SQ FT	80	\$ 42.00	\$ 3,360.00
37	701100	STEEL POST AND BASE POST FOR ALUMINUM PANEL SIGNS	LIN. FT	230	\$ 16.00	\$ 3,680.00
38	702810	TRAFFIC CONTROL DEVICES FOR CONSTRUCTION	L.S.	1	\$ 42,000.00	\$ 42,000.00
39	704000	RETROREFLECTORIZED PAINTED MARKINGS	LIN. FT	6,948	\$ 1.50	\$ 10,422.00
40	720060	VEHICULAR IMPACT ATTENUATORY UNIT - WORK ZONE	EACH	2	\$ 9,500.00	\$ 19,000.00
41	720110	REMOVE/RESET IMPACT ATTENUATOR UNIT	EACH	6	\$ 3,000.00	\$ 18,000.00
42	801000	CONSTRUCTION STAKING BY THE CONTRACTOR	L.S.	1	\$ 11,000.00	\$ 11,000.00
TOTAL BASE BID AMOUNT (EXCLUDING NM GROSS RECEIPTS TAX)						\$ 1,922,432.00

ATTACHMENT B
ADDENDA & MODIFICATIONS

Henry P. Roybal
Commissioner, District 1



Anna T. Hamilton
Commissioner, District 4

Anna Hansen
Commissioner, District 2

Ed Moreno
Commissioner, District 5

Robert A. Anaya
Commissioner, District 3

Katherine Miller
County Manager

July 9, 2018

SANTA FE COUNTY
IFB#2018-0336-PW/MM
CONSTRUCTION SERVICES FOR COUNTY ROAD 67F
LA BARBARIA ROAD DRAINAGE AND ROAD IMPROVEMENTS

ADDENDUM #2

Dear Proponents,

This addendum is issued to reflect the following immediately. It shall be the responsibility of interested bidders to adhere to any changes or revisions to the IFB as identified in this Addendum No. 2. This documentation shall become permanent and made part of the departmental files.

Clarification No. 1:

In reference to Traffic General Notes page 6-1, traffic note 4 states that the Contractor can only work till 12:00 pm on Fridays and that this is considered the start of the weekend. Replace traffic note 4 with the following note.

Under no circumstances will the contractor be allowed to perform any work requiring lane closures during weekday peak hours as defined below: Weekday peak hours shall be defined as occurring from 6:30AM to 8:30AM and 4:30PM-6:30PM Monday through Friday. Contractor requests for lane closures on weekends or on Santa Fe County recognized holidays will be highly discouraged. If no other viable alternate exists Santa Fe County will consider such requests on a case by case basis. Weekends will be defined as beginning at 6:30PM on Friday and ending at 6:30 AM on Monday. Once Traffic Control devices have been set in place for a lane closure, the Contractor will be required to maintain an active crew within the work area until such time as the Contractor operations are complete and the lane closure is removed. The Contractor will be assessed a \$500 penalty per day for noncompliance with Traffic Control Notes and time restrictions.

Question No. 1: In reference to the pre-construction utility survey consists of mentioned Construction Services for Santa Fe County Road 67F La Barbara Road Drainage and Road Improvements RFP. Is there a spec associated with that task or is it just an 811 call?

Answer No. 1: This is just an 811 call.

Question No. 2: Will portable traffic signals be allowed rather than flagging?

Answer No. 2: Yes, portable traffic signals are acceptable traffic control device.

Question No. 3: Is there a designated construction yard?

Answer No. 4: The Contractor is responsible for acquiring their own construction yard.

Question No. 5: Will a detour need to be set up? Is there a penalty if work is not done in 8hrs?

Answer No. 5: The plans show a detour made on the shoulder with Basecourse, reference traffic note 3 on sheet 6-1. The Contractor will be assessed a \$500 penalty per day for noncompliance with Traffic Control Notes and time restrictions.

Please add this Addendum No. 2 to the original bid documents and refer to bid 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 Maricela Martinez, Senior Procurement Specialist at mcmartinez@santafecountnm.gov.

Henry P. Roybal
Commissioner, District 1



Anna T. Hamilton
Commissioner, District 4

Anna Hansen
Commissioner, District 2

Ed Moreno
Commissioner, District 5

Robert A. Anaya
Commissioner, District 3

Katherine Miller
County Manager

June 28, 2018

SANTA FE COUNTY
IFB#2018-0336-PW/MM
CONSTRUCTION SERVICES FOR COUNTY ROAD 67F
LA BARBARIA ROAD DRAINAGE AND ROAD IMPROVEMENTS

ADDENDUM #1

Dear Proponents,

This addendum is issued to reflect the following immediately. It shall be the responsibility of interested bidders to adhere to any changes or revisions to the IFB as identified in this Addendum No. 1. This documentation shall become permanent and made part of the departmental files.

ATTACHMENT A: PRE-BID SIGN IN SHEET & AGENDA
ATTACHMENT B: MAP & DIRECTIONS TO PROJECT SITE

Please add this Addendum #1 to the original bid documents and refer to bid 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 Maricela Martinez, Senior Procurement Specialist at mcmartinez@santafecountnm.gov.



MANDATORY PRE-BID CONFERENCE
IFB# 2018-0336-PW/MM
CONSTRUCTION SERVICES FOR COUNTY ROAD 67F
LA BARBARIA ROAD DRAINAGE AND ROAD IMPROVEMENTS
JUNE 28, 2018

INTRODUCTIONS

Contracting Agency: Santa Fe County

- | | | |
|---------------------|----------------------------|--------------------------------|
| • Maricela Martinez | Procurement Specialist Sr. | Purchasing Division |
| • Michelle Marmion | Procurement Specialist Sr. | Purchasing Division |
| • Justin Reese | Project Manager | Public Works/Project Division |
| • Diego Gomez | Projects Engineer | Public Works/Projects Division |

Project Information

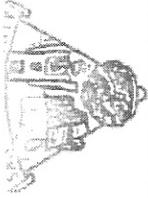
- Santa Fe County is requesting bids from licensed, qualified contractors for drainage and road improvements to County Road 67F La Barbara.
- This project has a mandatory completion date of June 30, 2019. The mandatory completion date for this contract is June 30, 2019 to commence on the date Notice to Proceed is granted or as directed by Santa Fe County. There will be no extensions for any reason.
- Liquidated Damages: \$1500 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/nsd/current_bid_solicitations or contacting Maricela Martinez by telephone (505) 992-9864, or by email mcmartinez@sfcountynm.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 be 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. (All contractors and subcontractors must be registered as "Active" on day of bid.)
- Last Day for Questions – Thursday, July 5, 2018, email questions to Maricela Martinez at menmartinez@sanatafcountynm.gov (Please do not email any other County staff and/or engineer.)
- All Subcontractors must be listed on the subcontractors listing form.
- Addendum Issued- Monday, July 9, 2018 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 base bid amount.
- The awarded Contractor will be required to register all active subcontractors on the State of New Mexico Workforce Solutions website.
- Bid Opening:

Date:	July 18, 2018
Location:	Santa Fe County Purchasing Division 142 W. Palace Avenue (2 nd floor, Bokum Bldg)
Time:	2:00PM
- Late bids will not be accepted.
- This is a Mandatory pre-bid conference, only those contractors in attendance can bid on this project.
- Questions



MANDATORY PRE BID CONFERENCE

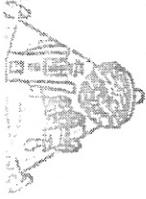
IFB #2018-0336-PW/MM

CONSTRUCTION SERVICES FOR COUNTY ROAD 67F LA BARBARIA ROAD
DRAINAGE AND ROAD IMPROVEMENTS

JUNE 28, 2018

2:00PM

NAME	COMPANY	TELEPHONE	E-MAIL ADDRESS
FRED MARQUEL	GHEMULSION, LLC	565-903-2584	FRED@GHEMULSION.COM
Angela Gonzalez	GIN Foundation, LLC	505-470-3110	angelg@ginfoundation.com
Kevin A. Haggis	EMCO of Santa Fe, LLC	(505) 423-2995	Kevin.Son@espmcc.com
Greg Smith	EMCO of Santa Fe, LLC	(505) 490-5593	G.Smith@espmcc.com
Mathew Lucero	Kimco Constructors Inc.	505-869-9311	M.Lucero@kimco.com
TAMMY HAWKINS	ADL INC.	505-812-4818	townsh@adlinc.net OR Bids@adlinc.net
Tania Saucedo	Gandy Dance	505-259-0931	tim.bowen@gandydance.net
Carl Martinez	Hal Consulting Group, LLC	505-917-4017	carl@halgrp.net
Manozer Rayson	Rayson Construction	505-455-7748	RaysonConstruction@td.com
Mark King	PATE Construction	(719) 240-1207	mackep@pateconstruction.net
TUB (ELECT)	RL LEEDER	505 473 1360	TUB@RLLEEDER.COM



MANDATORY PRE BID CONFERENCE
IFB #2018-0336-PW/MM
CONSTRUCTION SERVICES FOR COUNTY ROAD 67F LA BARBARIA ROAD
DRAINAGE AND ROAD IMPROVEMENTS
JUNE 28, 2018
2:00PM

NAME	COMPANY	TELEPHONE	E-MAIL ADDRESS
Jessica Otero	Compass Engineering	505-221-6003	jessica@compass-ec5.com
Shawn Chafins	Cobbendley	505-303-3882	schafins@cobbendley.com
Michelle D...	SFC	---	---
Justin Reez	SFC	978-6271	sjreese@stateofmaine.gov
Diana...	SFC	505-992-3026	dgonse@stateofmaine.gov
Maricela Martinez	SFC Puchauxy	992-9864	memartinez@stateofmaine.gov

EXHIBIT A
PROJECT MANUAL

EXHIBIT B

TECHNICAL SPECIFICATIONS AS LISTED IN PLAN SET

EXHIBIT C

LABOR AND MATERIAL PAYMENT BOND (SAMPLE)

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 _____, 2018, with the COUNTY
for the construction services for the (insert project description) 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 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
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 ninety (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 _____, 2018.

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 _____, 2018, with the COUNTY for the construction services for the (insert project description) 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 _____, 2018.

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 incur to it for overcharges resulting from antitrust violations as to goods, services, and materials purchased in connection with the above-referenced project are hereby assigned to 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 Sub sub-contractors

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: _____ **Mandatory Completion Date:** _____

Santa Fe County hereby accepts your offer in IFB 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 H

NOTICE TO PROCEED

TO:

DATE:
PROJECT:

ATTN:

PROJECT NO.
CONTRACT NO.
IFB NO.

Enclosed is your copy of the construction contract, which has been approved. This letter is the official NOTICE TO PROCEED on the above-referenced project.

Your firm shall commence work within ten (10) calendar days of the above date and shall achieve Substantial Completion no later than June 30, 2019,

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

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

OWNER:

Santa Fe County
SFC _____ DEPARTMENT

By: _____

Director, SFC Department

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 ARCHITECT/ENGINEER.
Signature of the Contractor indicates this agreement herewith, including any adjustment in the Contract Sum or Contract Time.

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

CHANGE ORDER SIGNATURE PAGE

REVIEWED

Santa Fe County

By: _____

Date: _____

AGREED AND RECOMMENDED

CONTRACTOR

By: _____

Date: _____

Title: _____

ARCHITECT/ENGINEER

By: _____

Date: _____

APPROVED

SANTA FE COUNTY

By: _____

Date: _____

EXHIBIT J

CERTIFICATE OF SUBSTANTIAL COMPLETION

SANTA FE COUNTY – (INSERT DEPARTMENT)

Public Works Director or designee (name): _____

CONTRACTOR: _____

Contractor Purchase Order Number: _____

ARCHITECT/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 hereby 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 Architect/Engineer.

Contractor

Signature

Print Name

Date

Accepted by Santa Fe County

Signature (Public Works Director or Designee) Print Name Date

Inspected/Concurrence Architect/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 provide all Work in complete conformance with the Contract Documents.

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

