

**SANTA FE COUNTY  
PUBLIC WORKS DEPARTMENT**

**INVITATION FOR BIDS**



**IFB No. 2020-0166-PW/CW**

**CANONCITO REGIONAL WATER SYSTEM  
PHASE II CONSTRUCTION SERVICES**

**Commodity Codes: 91164, 91356, and 91360**

**MARCH 2020**

**SANTA FE COUNTY**

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**ADVERTISEMENT  
INVITATION FOR BIDS  
IFB NO. 2020-0166-PW/CW  
Commodity Codes: 91164, 91356, and 91360**

**Canoncito Regional Water System Phase II Construction Services**

The Santa Fe County Public Works Department requests bids for the purpose of procuring a licensed construction company for a Regional Water System in Canoncito. The work consists of installing water lines in accordance with the NMDOT specifications. 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 must be submitted in a sealed container indicating the bid title and number along with the bidding firm's name, address and N.M. License Number clearly marked on the outside of the container. **All bids must be received by 2:00 PM on Wednesday, March 31, 2020 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 materials and/or services each firm is certifying that their bid is in compliance with regulations and requirements stated within the IFB package.

**A Pre-Bid Conference will be held on Wednesday, March 11, 2020 @ 10:00AM at the Santa Fe County Projects Division located at 901 W. Alameda, Suite 20C, Santa Fe, New Mexico. Attendance at the Pre-Bid Conference is highly recommended.**

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.

An Invitation for Bid packages is available by contacting Coralie G. Whitmore, Santa Fe County, by telephone at (505) 986-6337, by email at [cgwhitmore@santafecountynm.gov](mailto:cgwhitmore@santafecountynm.gov) or by accessing the Santa Fe County 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 ACCEPTED.**

Santa Fe County  
Publish: March 1 and March 2, 2020

## **INFORMATION FOR BIDDERS**

Bids are requested by Santa Fe County for installation of water service lines for multiple roads in the Canoncito area within Santa Fe County in accordance with the contract documents attached hereto.

The bids shall be based upon the material descriptions, units, and estimated quantities shown on the attached bid sheets. Final payment will be made upon quantities completed in accordance with the specifications, measured and accepted by the County, paid at the unit prices contained in the bid.

The Contractor shall supply all labor, materials and equipment necessary to complete the work in accordance with the construction plans and specifications. The bid shall include all permits, fees, tie-in fees for all utilities, overhead and profit, and incidental costs in the bid amounts. All applicable taxes **shall not** be included in the bid amounts.

All applicable laws and ordinances and the rules and regulations of all authorities having jurisdiction over the project shall apply to the Contractor and all agreements between the Contractor and the County.

### **1. LOCATION AND DESCRIPTION OF WORK:**

The work to be completed is located in the Canoncito area within Santa Fe County, New Mexico. The work includes, but is not limited to, the required services for the following roads:

- Calle Gurule
- Crazy Horse Road
- Buffalo Canyon
- Camino Apolonio
- 51 A & B
- Gurule Lane
- Leal Road
- Cerro Gurule
- Calle Canoncito
- Browne Lane
- Fournier Court
- Red Hill Lane

### **WORK INCLUDED**

Work under this contract includes the construction of 2-inch and 6-inch PVC waterline, water service lines, water meters, valves, fire hydrants, air valves, and all associated work. Refer to the Bid Form for project quantities, additive alternates, and additional items.

### **GENERAL DESCRIPTION OF WORK SEQUENCE**

#### **A. Part 1 - Storm Drainage Discharge Compliance**

1. Prepare a Storm Water Pollution Prevention Plan and file all required USEPA-NPDES Program documents prior to commencement of construction.

2. Contractor shall implement and maintain full compliance of USEPA-NPDES Program requirements during construction.

B. Part 2 - Construct 2-inch and 6-inch water line, and appurtenances as shown on Drawings.

1. Complete all trenching, waterline installation, gate valve installation, fire hydrant installation, air valve installation, backfilling, and compaction. Bag new fire hydrants to designate the hydrant is not in service.

2. If the additive alternates including subgrade preparation and base course installation; complete subgrade preparation, installation of base course, and compaction. Contractor may complete subgrade preparation and base course installation at the completion of all the waterline work if it is determined that it would be advantageous from a traffic control/scheduling standpoint.

3. Submit all compaction test results to Engineer. Submit test results as tests are completed.

4. Construct water meters and service connections to new 6-inch waterline. Existing water service connections to remain active until directed to be taken out of service by County and Engineer.

5. Notify in writing to Engineer that the water line and appurtenances are ready to be inspected for a Suspension of Work completion punch list. Upon completion of Suspension of Work completion punch list, Contractor will complete work prior to work suspension.

6. A suspension of work will take place after all waterline, service lines, water meters, valves, hydrants are installed and the pre-substantial completion punch list work is completed. The suspension of work will end when a separate project is constructed to bring Santa Fe County water along the Old Las Vegas Highway to Cañoncito. At that time, Santa Fe County and the Engineer will notify the Contractor that County water is available in the area and that the project can be completed. The Contractor will be required to begin work within 1 month and must have the project completed including all punch list items as a result of the substantial completion inspection within 3 months of being notified that water is available.

8. Contractor is to submit plan for flushing, pressure testing, and disinfection to the Engineer for review. Upon review of the Contractor prepared plan by the Engineer, Contractor to complete flushing, cleaning, pressure testing, and disinfection of water line and appurtenances. Submit all, pressure tests and disinfection tests results to Engineer. Submit test results as tests are completed.

9. Notify in writing to Engineer that the water line and appurtenances are ready to be placed in service, and that the connections to the waterline on Old Las Vegas Highway are ready to be completed.

10. With written approval from Engineer, complete connections to the existing system. Complete waterline connections to the 6-inch stub outs at the Calle Gurule/Old Las Vegas Highway intersection and the Red Hills Lane/Old Las Vegas Highway intersection. If the additive alternates are included for work on Fournier Court, Calle Cañoncito, and Browne Lane, then complete waterline connections to the 6-inch stub outs at the Fournier Court/ Old Las Vegas Highway intersection, and the Calle Cañoncito/ Old Las Vegas Highway intersection. Place new waterline in service. Service connections will not be switched on the property owner's side of the meter from the old meter to the new meter at this time, as that will be the responsibility of the property owner as they see fit.

11. Notify in writing to Engineer that the work is substantially complete and ready for the substantial completion inspection and identify any work remaining prior to demobilization.

12. The Owner may require the Contractor to make adjustments to the requirements of the Section to accommodate unforeseen conditions and situations. Reasonable adjustments shall be made by the Contractor at no additional cost to the Owner or additional Contract time.

**SPECIAL CONSIDERATIONS**

A. No electrical power exists along the majority of the construction areas. Provide all necessary power generation equipment or temporary electrical power supply for construction.

B. Provide temporary pumps, power generator, piping, fittings, labor, and equipment to produce water for construction, testing, flushing, and disinfection of water lines.

C. Water for construction is located at the following locations:

1. Water is available for purchase from the Eldorado Area Water and Sanitation District (EAWSD), City of Santa Fe, or Santa Fe County. The closest point within Santa Fe County water system to the project site is just southeast of Santa Fe Community College near the Rancho Viejo development.

2. Other Water Supply Sources: Water is also available from private water suppliers. Contractor is responsible for identifying private water suppliers and for arranging purchase of water from these suppliers, at no additional cost to Owner.

**COORDINATION AND GENERAL REQUIREMENTS**

A. Comply with all conditions of the Owner and provided NMDOT permits as specified.

B. Contractor shall coordinate, schedule, and execute work so the Owner's ability to continuously convey and transfer water with its existing facilities and/or new facilities is never hindered.

C. Do not operate or adjust existing valves without specific case-by-case approval of Owner's water department manager. After shakedown, do not operate or adjust new valves unless Owner's water department manager is notified and such action is needed for training, warranty work or emergencies.

**D. Emergency Response:**

1. Contractor's representative available at all times to respond to emergencies related to Work.
2. Provide response within 60-minutes of notice.
3. Provide positive method of contacting Contractor's representatives by Engineer and by Owner's representative at any time.
4. Contractor is responsible for all damages during the course of construction resulting from breaking existing pipes, spills and any other discharge violations during construction.

**ALLOWABLE PIPE MATERIALS FOR NEW WATERLINE**

A. The Cañoncito waterline shall be constructed using the following pipe materials, unless noted otherwise in the Contract Documents for specific areas:

1. PVC Pipe, C900.
2. High Density Polyethylene (HDPE) (2-inch and smaller).
3. High Density Polyethylene (HDPE) (6-inch horizontal directional drill).

B. PVC Pipe, C900:

1. Where buried pipe restraint is required by these Contract Documents, use external pipe restraint devices for PVC C900 pipe.

C. Pipe Fittings:

1. All buried pipe fittings shall be ductile iron and restrained with external mechanical restraint devices.

**FACILITIES REQUIREMENTS**

A. Pressure Testing, Flushing and Disinfection of Waterlines:

1. Contractor to prepare and submit plan for pressure testing, flushing and disinfection of waterlines to Engineer.

B. Implementation Plan:

1. Contractor is required to prepare and submit to the Engineer an implementation plan and detailed schedule showing the Contractor's tasks and sequence of tasks for completing all the work.

2. Contractor to identify any conflicts between construction tasks which may cause an interruption of the Owner's ability to convey and transfer water in its piping network.

3. Submit to Engineer 3 weeks after Notice to Proceed.

C. Hazardous Environmental Conditions at Site:

1. Although not anticipated, if hazardous materials or hazardous conditions are encountered during construction, notify the Engineer and Santa Fe County immediately.

D. Archaeological Sites:

1. Environmental monitoring has been included in the contract for the eastern half of the project. Although no other sites are anticipated, if the Contractor encounters an archaeological site during construction or has any reason to believe it may be an archaeological site, report immediately to the Engineer and the Owner.

2. If such a site is discovered, applicable State and/or Federal guidelines and procedures will be implemented.

2. **TIME AND PLACE OF RECEIVING AND OPENING BIDS:**

**All bids must be received by 2:00 PM on March 31, 2020 at the Santa Fe County Purchasing Division, 142 W. Palace Avenue (Bokum Building, Second Floor), Santa Fe, N.M. 87501.** A bid received after the specified time will not be considered and will be returned to the bidder unopened.

3. **SPECIFICATIONS:** The construction of this project will be in accordance with the specifications and drawings provided by the County, except otherwise specified herein or in the contract.

4. **CONTRACT TIME:** The number of days for the substantial completion of work is 122 working days. An additional ten (10) working days for the punch list and project closeout carries the completion date to November 16, 2020.

5. **COPIES OF BIDDING DOCUMENTS:** Bid Documents are available by contacting Coralie G. Whitmore, Santa Fe County, by telephone at (505) 986-6337 or by email at [cgwhitmore@santafecountynm.gov](mailto:cgwhitmore@santafecountynm.gov), or by visiting our website at: [www.santafecountynm.gov/asd/current\\_bid\\_solicitations](http://www.santafecountynm.gov/asd/current_bid_solicitations).

Bidders shall use complete sets of Bidding Documents in preparing bids; the owner assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

No license or grant of use of the Bidding Documents is conferred by issuance of copies of the bidding documents.

6. **Pre-Bid Conference:** A Pre-Bid Conference will be held on **Wednesday, March 11, 2020** at the Santa Fe County Projects Division located at **901 W. Alameda, Suite 20C, Santa Fe, New Mexico 87501. Attendance is recommended.**

7. **BIDDER'S REPRESENTATION:** By submitting a bid the bidder represents that: a) the bidder has read and understands the Bid Documents and Contract Documents; b) the bid is made in compliance with the Bid Documents and Contract Documents; c) The bidder has visited the site and has become familiar with local conditions under which the Work is to be performed, and has correlated the bidder's personal observations with the requirements of the proposed Contract Documents; d) the bidder has familiarized itself with federal, state and local laws, ordinances, rules, and regulations affecting performance of the Work; e) the



bid is based upon the materials, equipment and systems required by the Bid Documents without exception; and f) the County shall rely on these representations.

9. **INTERPRETATIONS/ADDENDA:** All questions about the meaning or intent of the contract documents shall be submitted to the Procurement Manager in writing. Replies will be issued by written addenda mailed or delivered to all parties recorded by the printer, as having received the bidding documents at least five (5) calendar days before the scheduled bid opening date. Questions received less than seven (7) calendar days prior to the date for opening of bids will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Written questions or inquiries in relation to the Invitation for Bid (IFB) will be directed to:

Coralie G. Whitmore, Procurement Specialist Senior  
Santa Fe County Purchasing Division  
142 W. Palace Avenue (Second Floor) Santa Fe, NM 87501  
Ph. (505) 986-6337  
Fax (505) 989-3243  
Email – [cgwhitmore@santafecountynm.gov](mailto:cgwhitmore@santafecountynm.gov)

Addenda will be transmitted to all bidders that are listed on the Bid Holder’s List at the printer(s) who have received a complete set of Bid Documents.

Copies of addenda will be made available for inspection wherever Bid Documents are on file for that purpose. Each addendum shall be part of the contract documents as specified in the written contract, attached to these specifications, (see Appendix F).

Addenda will be issued no later than five (5) working days prior to the date for receipt of bids except an addendum withdrawing the request for bids or one which includes postponement of the date for receipt of bids.

Each bidder shall ascertain prior to submitting a bid that the bidder has received all addenda and the bidder shall acknowledge receipt in the bid.

10. **PREFERENCES IN PROCUREMENT:**

*New Mexico In-state Preference.*

- A. New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for an “**in-state resident contractor**”. Application of a resident contractor preference requires the bidder to provide a copy of a valid and current certificate as a resident contractor. Certificates are issued by the state taxation and revenue department.

If a bidder submits with its bid a copy of a valid and current in-state resident contractor certificate, the bidder’s bid will be deemed to be 5% lower than the bid actually submitted.

Certification by the department of taxation and revenue for the resident contractor takes into consideration such activities as the business or contractor's payment of property taxes or rent in the state and payment of unemployment insurance on employees who are residents of 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 contractor**". Certification by the department of taxation and revenue for the resident veteran contractor requires the bidder to provide evidence of annual revenue and other evidence of veteran status.

A bidder who wants the veteran contractor preference to be applied to its bid is required to submit with its bid the certification from the department of taxation and revenue and the sworn affidavit attached hereto as Appendix C.

If a bidder submits with its bid a copy of a valid and current veteran resident contractor certificate, the bidder's bid will be deemed to be 10%, 8% or 7% lower than the bid actually received, depending on the business' annual revenue.

**The in-state resident contractor preference is not cumulative with the resident veteran contractor preference.**

The in-state and veteran preferences do not apply to procurement of services or goods involving federal funds or federal grant funds.

Additional information about obtaining the certificate as a resident contractor and resident veteran contractor may be found at:

<http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx>.

11. **SUBCONTRACTORS, SUPPLIERS AND OTHERS:** The contractor shall be required to fully comply with the Subcontractors Fair Practices Act, NMSA 1978, 13-4-31 to 13-4-42.
  - A. The contractor, in the bid documents, must identify in writing to the County those portions of the work that it proposes to subcontract and after the Notice of Award, may only subcontract other portions of the work with the County's written consent.
  - B. Any subcontractor who will be providing more than \$5,000 or one-half of one percent of the architect's or engineer's estimate of the total project cost (not including alternates) whichever is greater for any service, must be listed on the Subcontractor Listing.
  - C. The awarded contractor must register all active subcontractors on the State of New Mexico Workforce Solutions website upon approval of Notice of Award entered by Santa Fe County.
  
12. **SUBSTITUTIONS:** The materials, products, and equipment described in the Bid Documents establish a standard of required function, dimension, appearance and quality to

be met by any proposed substitution. No substitution will be considered prior to receipt of bids.

13. **WAGE RATES/REGISTRATION WITH THE LABOR AND INDUSTRIAL DIVISION OF THE LABOR DEPARTMENT:** The contractor shall be required to fully comply with the Public Works Minimum Wage Act, NMSA 1978, 13-4-11 thru 13-4-17. If the minimum wage rate determination for the project is not included in the initial Bid Documents, it will be furnished in an addendum.

A contractor or subcontractors who submit a bid valued at more than sixty thousand dollars (\$60,000) for a public works project that is subject to the Public Works Minimum Wage Act must be registered with the New Mexico Workforce Solutions at the time of the bid opening. The registration number shall be provided in the bid submitted by the contractor in the space provided for subcontracts with work proposed. After the bid opening, the registration numbers will be verified by the County and the bid will be determined to be non-responsive and disqualified if the registration numbers are *“inactive”* and the contractor does not provide proof of the required registration for itself or its subcontractors for work proposed over sixty thousand dollars (\$60,000).

For a public works contract whose value is \$60,000 or more, the NM Public Works Minimum Wage Act, 13-4-11 NMSA 1978, also requires all tiers of subcontractors to submit certified weekly payroll records to the general contractor and the County biweekly. If this provision applies, the Contractor shall require all tiers of subcontractors to submit certified weekly payroll records to the Contractor and the County’s Project Manager for this project.

14. **BID FORM:**

- A. The bid forms are included in the bidding documents; additional copies may be obtained from the Santa Fe County Purchasing Division.
- B. Bid forms must be completed in either ink or typewritten. The bid price of each item on the form must be stated in numerals and written words; in case of an error in extensions in the unit price schedule the unit price shown in written words shall govern.
- C. Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate office accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- D. Bids by partnerships must be executed in the partnership name and signed by a partner; their title must appear under their signature and the official address of the partnership must be shown below the signature.
- E. All names must be typed or printed below the signature.
- F. The bid shall contain an acknowledgment of receipt of all addenda (the numbers of which shall be filled in on the bid form).

15. **BID SECURITY:** Each individual bid shall be accompanied by bid security equal to 5% of the amount of the bid. Such bid security shall be in the form of a certified or cashier's check made payable to the County or a surety bond issued by a surety authorized to conduct business in the State of New Mexico and who is approved in federal circular 570 as published by the U.S. Treasury Department.

By submitting the bid and providing the bid security, the bidder pledges to enter into a binding contract with the County and will furnish bonds covering the faithful performance of the contract and payment of all obligations arising hereunder.

The County will have the right to retain the bid security of bidders to whom an award is being considered until either the contract has been executed and bonds, if required, have been furnished or the specified time has elapsed so that bids may be withdrawn or all bids have been rejected.

16. **POWER OF ATTORNEY:** Attorneys in fact who sign bonds must attach certified effective copies of their Power of Attorney to all bonds.
17. **QUALIFICATION OF BIDS:** All contractors and subcontractors must have a valid New Mexico license appropriate to the work herein specified at the time the bid is submitted.

18. **SUBMISSION OF BIDS:** Bids shall be submitted at the time and place indicated in the "Advertisement for Bids" on page 3 of this IFB and shall be enclosed in an opaque sealed envelope, marked with the project title, name and address of the bidder, N.M. License Number, and accompanied by the list of subcontractors and other required documents. All blanks must be filled in. Conditional bids will not be considered. The envelope shall be addressed to:

Coralie G. Whitmore, Procurement Specialist Senior  
Santa Fe County Purchasing Division  
142 W. Palace Avenue (Second Floor)  
Santa Fe, NM 87501

19. **MODIFICATION AND WITHDRAWAL OF BIDS:** A bid may not be modified, withdrawn or canceled by the bidder following the time and date designated for the receipt of bids, and each bidder so agrees to these conditions by submitting a bid.

Prior to the time and date designated for receipt of bids, a bid submitted may be modified or withdrawn by notice to the County at the address designated for receipt of bids. Such notice shall be in writing and signed by the bidder.

Upon receipt such written confirmation shall be date and time stamped by the County on or before the date and time set for receipt of bids. A modification of a bid shall be worded as not to reveal the amount of the original bid.

20. **GROSS RECEIPTS TAXES:** The amount of the bid shall exclude applicable New Mexico Gross Receipts Taxes or applicable local option taxes. The applicable gross receipts tax or

applicable local option taxes shall be computed and shown as a separate amount on each request for payment made under the contract.

21. **CONSIDERATION OF BIDS:** Bids received on time will be opened publicly and will be read aloud, and an abstract of the amounts of the base bids and alternates or bid items, if any, will be made available to the bidders. Each bid shall be open to public inspection.
22. **BID OPENING PROCEDURE:** The person or persons opening the bids shall verify that the requirements of the Instruction to Bidders have been fulfilled, and shall read aloud the name of each apparently responsive bidder and the bid amount(s). If any requirements have not been met, the bid shall be deemed non-responsive and disqualified. Each bid shall be reviewed for the following:
  - A. Bid Proposal – Include name of bidder, type of organization, contractor’s license number and Workforce Solutions registration number and all required signatures.
  - B. Bid Form - Include acknowledgement of all addenda, if applicable, bidder’s name, title, address, telephone number, contractor’s license number and type, United States Treasury number, resident preference certificate, if applicable, and all required signatures.
  - C. Bid Sheet - Include best price offered, **excluding** GRT.
  - D. Non-Collusion Affidavit for Prime Bidder Form - Include all required notarized signatures.
  - E. Certification of Non-Segregated Facilities Form - Include all required notarized signatures.
  - F. Certification of Bidder Regarding Equal Employment Opportunity Form - Include all required signatures.
  - G. Bid Bond - Include all required notarized signatures.
  - H. Bid Security - Shall be in the form of a certified or cashier’s check made payable to the County or a surety bond issued by a surety.
  - I. Subcontractor’s Listing Form - List of all subcontractors performing work, include name, address, telephone number, license number and **active** NM Department of Workforce Solutions registration number.
  - J. Campaign Contribution Disclosure Form - Include all required signatures.
  - K. Valid certificate of resident business or resident contractor.

**IF ANY OF THESE REQUIREMENTS HAVE NOT BEEN MET, THE BID MAY BE DISQUALIFIED AND CONSIDERED NON-RESPONSIVE.**

23. **BIDS TO REMAIN OPEN:** All bids shall remain open for ninety (90) days after the day of the bid opening.
24. **AWARD OF CONTRACT:**
  - A. The County reserves the right to reject any and all bids and waive any and all informalities or technicalities and the right to disregard all nonconforming or conditional bids or counter proposals.

- B. If a contract is to be awarded, it will be awarded to the lowest responsible bidder submitting a bid that is either: (i) the lowest base bid; or (ii) the lowest bid including the base bid and the alternate(s); or (iii) the lowest bid including the base bid and any combination of the alternates.
  - C. If the lowest responsible bidder has otherwise qualified, the lowest bidder may negotiate with the County for a lower bid if the lowest bid is within **ten percent** over budgeted project funds in order to prevent all bids from being rejected. No change in the original scope and/or terms and conditions will be allowed. Negotiations may be permitted with product, materials, and equipment alternatives as determined to be in the best interest of the County.
  - D. Alternates may be accepted and awarded in any manner or order based on available budget. The County reserves the right not to award any particular alternate.
  - E. The awarded contractor must register all active subcontractors on the State of New Mexico Workforce Solutions website upon approval of Notice of Award entered by Santa Fe County.
25. **LIQUIDATED DAMAGES:** Liquidated damages in the amount of two thousand dollars (\$2,000.00) per each calendar day shall be assessed after the completion date (as adjusted by change orders) until the issuance of a Certificate of Substantial Completion for the entire project.
26. **PREFERENCES IN EQUIPMENT AND MATERIAL:** In the construction of this project, the County has no preference for any process, type of equipment, or kind of material, but will consider all processes, types of equipment or kinds of material offered on a usual competitive basis if they are in fact equal to that specified and will accomplish the purpose intended. The County reserves the right to be the sole judge as to whether or not a different process, type of equipment or kind of material offered is in fact equal to that specified.
27. **LICENSE OR ROYALTY FEES:** Licenses and/or royalty fees for products or for processes must be paid for directly by the contractor.
28. **PERMITS:** It is the responsibility of the Contractor and each subcontractor to obtain permits and inspections required by the County and/or the State of New Mexico or any other entity that may have jurisdiction over the construction.
29. **COLLUSION:** No bidder shall be interested in more than one bid. Collusion among bidders or the submission of more than one bid under different names by any firms or individual shall be cause for rejection of all bids in question without consideration.
30. **QUANTITIES:** The quantities set forth in the bid proposal are estimated quantities on which bids will be compared and which will be the basis for award of contract. Payment will be made for work actually performed.
31. **PROTEST PROCEDURE:** Any bidder who is aggrieved in connection with procurement may protest to the County Purchasing Manager as set forth in Resolution No. 2006-60 by the Board of County Commissioners. A copy of Resolution No. 2006-60 is available upon request. The protest must be in writing and be submitted within fifteen

(15) days after the facts or occurrences. The complete procedures and requirements regarding protests and resolution of protests are available from the Santa Fe County Purchasing Division upon request.

32. **CONTRACTOR'S QUALIFICATION STATEMENT:** A bidder to whom award of a contract is under consideration shall submit, upon request, information and data to prove that its financial resources, production or service facilities, personnel, and service reputation and experience are adequate to make satisfactory delivery of the services, construction, or items of personal property described in the Bidding Documents.
33. **BOND REQUIREMENTS – PERFORMANCE BOND AND PAYMENT BOND:** If awarded the contract, a bidder shall furnish bonds covering the faithful performance of the contract and payment of all obligations arising thereunder. The amount of the bonds, performance and payment, shall each be equal to 100% of the contract sum. Bonds shall be issued by a surety authorized to conduct business in the State of New Mexico and who is approved in federal circular 570 as published by the U.S. Treasury Department. The cost of the bonds shall be included in the bid.
34. **TIME OF DELIVERY AND FORM OF BONDS:** The bidder shall deliver the required bonds to the County no later than seven (7) days following the date of execution of the contract. If the Work is to be commenced prior thereto in response to a letter of intent, the bidder shall, prior to commencement of the Work, submit evidence satisfactory to the County that such bonds will be furnished and delivered in accordance with this section.  
  
The bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.
35. **WARRANTY:** The Contractor shall furnish a written warranty of workmanship to the Procurement Manager for a period of one (1) year following the completion date in addition to all other warranties required by the Contract Documents.
36. **NOTICE OF AWARD:** A written Notice of Award shall be issued by the County after review and approval of the bid and related documents.
37. **IDENTICAL BIDS:** If two or more identical low bids are received, the County will apply the process described at Section 13.1.110 NMSA 1978, of the State Procurement Code.
38. **CANCELLATION OF AWARD:** When in the best interest of the public, the County may cancel the award of any contract at any time before the execution of said contract by all parties without any liability against the County.
39. **NOTICE TO PROCEED:** The County will issue a written Notice to Proceed and a purchase order to the contractor stipulating the date from which contract time will be charged and the date contract time is to expire.

40. **FAILURE TO EXECUTE CONTRACT:** Failure to return the signed contract with acceptable contract bonds and certificate of insurance within ten (10) calendar days after the date of the Notice of Award shall be just cause for the cancellation of the award. The award may then be made to the next lowest responsible bidder, or the work may be re-advertised and constructed under contract or otherwise, as the owner may decide.
41. **INSURANCE REQUIREMENTS:** At a minimum upon execution of the Agreement between the County and the Contractor, the Contractor shall furnish to the County, Certificates of Insurance naming Santa Fe County as an additional insured for the insurance coverage as specified in the sample contract and the exhibit to the contract and the County's supplementary conditions attached hereto.
42. **CLARIFICATION OF NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR, AND CERTIFICATION OF SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY:** The general contractor is not required to present completed "Non-Collusion Affidavit of Subcontractor" and "Certification of Subcontractor Regarding Equal Employment Opportunity" forms from their subcontractors at the time of bid submittal; however, once the contract is awarded, the general contractor is responsible for providing these forms along with the bonds and certificate of insurance.
43. **SUBCONTRACTOR PERFORMANCE AND PAYMENT BOND:** A subcontractor whose work to be performed on a public works building project is one hundred twenty- five thousand dollars (\$125,000.) or more shall submit a performance and payment bond in the amount of the work they are to perform on the project. These bonds will be submitted within the stated (10) calendar days after the date of the Notice to Award.
44. **OPERATIONS AND MAINTENANCE MANUALS:** At the completion of the project but prior to the Substantial Completion certificate approved by the engineer, the Contractor shall submit to the Architect two (2) copies of a three ring binder with all maintenance and operations instructions for all systems and items within this phase of construction, if applicable.
45. **NOTICE:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.
46. **SUFFICIENT APPROPRIATION:** Any contract awarded as a result of this IFB process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.
47. **NUMBER OF BIDS ACCEPTED:** Bidders shall submit only one (1) bid in response to this IFB.



48. **LIVING WAGE:** Contractor shall comply with the requirements of Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

**THIS SECTION INTENTIONALLY LEFT BLANK**

**BID PROPOSAL**  
**IFB No. 2020-0166-PW/CW**  
**CANONCITO REGIONAL WATER SYSTEM**  
**PHASE II CONSTRUCTION SERVICES**

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 Canoncito Regional Water System Phase II Construction Services. Santa Fe County, New Mexico.

The undersigned declares that it is the only person or parties interested in the proposal as principals are those named herein; that the proposal is made without collusion with any person, firm or corporation; that it has carefully examined the specifications, including special provisions, if any, and that it has made a personal examination of the site of the work, that it is to furnish all the necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials specified in the manner and the time prescribed; that it understands that 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 Construction Agreement within ten (10) days, or such further 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, Santa Fe County may proceed to award the contract to others.

We hereby agree to commence the work within fifteen (15) days, or such further time as may be allowed in writing by Santa Fe County after notification to proceed.

The undersigned proposes to guarantee all work performed under these plans, specifications and contract for one year after acceptance by the County and repair and maintain same until the date of acceptance by Santa Fe County.

\_\_\_\_\_  
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.

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Corporation organized under  
the Laws of the State of

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New Mexico Contractor's License No.

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

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**SANTA FE COUNTY  
BID FORM**

FROM: \_\_\_\_\_

\_\_\_\_\_ hereinafter called "Bidder".

TO: Santa Fe County  
142 West Palace Avenue  
Santa Fe, New Mexico 87501

hereinafter called "CONTRACTING AGENCY",

**BID FOR: IFB No. 2020-0166-PW/CW  
PROJECT: CANONCITO REGIONAL WATER SYSTEM  
PHASE II CONSTRUCTION SERVICES**

Purchasing Division:

The bidder has familiarized itself with the existing conditions on the project area affecting the cost of the work and with the contract documents which includes:

- A. Advertisement for Bids
- B. Instructions for Bidders
- C. Bid Proposal and other required bid forms as listed herein
- D. Form of Agreement
- E. Form of Performance Bond
- F. Form of Labor and Material Payment Bond
- G. Technical Specifications
- H. All information provided in the Project Manual and Drawings

Therefore, the Bidder hereby proposes to furnish all supervision, technical personnel, labor, materials, tools appurtenances, equipment, and services (including all utility and transportation services) required to complete the water service line in Canoncito, 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). Bidder has provided unit prices for the scope of work.

In submitting this bid, the Bidder understands that the right is reserved by Santa Fe County to reject any irregular or all bids, waive any technicalities in the bids, and accept the bid deemed to be in the best interest of the public and that Santa Fe County intends to award one contract (if at all) for the items bid. If written notice of the acceptance of this bid is mailed, telegraphed or otherwise delivered to the undersigned within ninety (90) days after the opening thereof or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver the agreement in the prescribed form within ten (10) days after the agreement is presented to it for signature.

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

Addendum No.	Date	Acknowledged by Bidder or Its Authorized Representative	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 bidder's responsibility to become fully advised of all Addenda prior to submitting his bid.

The Bidder agrees to commence work under this Contract within fifteen (15) days after, a date to be specified in a written "Notice to Proceed" from Santa Fe County or its authorized agents. Bidder further agrees to pay liquidated damages as provided in the Contract Documents.

This Bid Proposal contains the following:

- A. Bid Proposal
- B. Bid Form
- C. Bid Sheet(s)
- D. Non-Collusion Affidavit for Prime Bidder
- E. Certification of Non-Segregated Facilities
- F. Certification of Bidder Regarding Equal Employment Opportunity
- G. Bid Bond
- H. Subcontractors Listing (as included in this packet)
- I. Campaign Contribution Disclosure Form
- J. Preference Certificate(s)

Respectfully submitted:

Name of Bidder:

Official Address:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_

\_\_\_\_\_

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

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

Telephone No.: \_\_\_\_\_

\*New Mexico Contractor's License Number and Types: \_\_\_\_\_

United States Treasury Number: \_\_\_\_\_

Resident Preference Certificate Number: \_\_\_\_\_

**BID SHEETS**

# BID SHEET

## IFB NO. 2020-0166-PW/CW

### CANONCITO REGIONAL WATER SYSTEM IMPROVEMENTS PHASE II

Item No.	DESCRIPTION	UNIT	APPROX. QUANTITY
1	6" PVC waterline pipe	LF	12,740
	Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
	Dollars and Cents	Dollars and Cents	Dollars and Cents
2	6" waterline installation including trenching, backfilling, identification tape, tracer wire, restraints, fittings, bedding materials, and all associated work, 4' minimum bury.	LF	1,274
	Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
	Dollars and Cents	Dollars and Cents	Dollars and Cents
3	6" waterline installation including rock excavation, trenching and backfilling, identification tape, tracer wire, restraints, fittings, bedding materials, and all associated work, 4' minimum bury.	LF	11,466
	Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
	Dollars and Cents	Dollars and Cents	Dollars and Cents
4	2" HDPE DR-9 pipe	LF	4,480
	Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
	Dollars and Cents	Dollars and Cents	Dollars and Cents
5	2" waterline installation including trenching and backfilling, identification tape, tracer wire, restraints, fittings, bedding materials, and all associated work, 3' minimum bury.	LF	2,240
	Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
	Dollars and Cents	Dollars and Cents	Dollars and Cents
6	2" waterline installation including rock excavation, trenching and backfilling, identification tape, tracer wire, restraints, fittings, bedding materials, and all associated work, 3' minimum bury.	LF	2,240
	Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
	Dollars and Cents	Dollars and Cents	Dollars and Cents
7	Horizontal Directional Drilling including 6" HDPE pipe	LF	165
	Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
	Dollars and Cents	Dollars and Cents	Dollars and Cents
8	Residential water service connection and meter box, including saddle tap, corporation stop, service line, meter yoke and tubing all associated appurtenances, and all incidental work, complete in place for properties adjacent to the waterline installation.	EACH	90
	Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
	Dollars and Cents	Dollars and Cents	Dollars and Cents

9	<b>Flush Port Assembly including installation</b>	<b>EACH</b>	<b>10</b>
	Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
	Dollars and Cents	Dollars and Cents	Dollars and Cents
10	<b>Fire Hydrant Assembly including installation, gate valve, and two bollards per hydrant</b>	<b>EACH</b>	<b>21</b>
	Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
	Dollars and Cents	Dollars and Cents	Dollars and Cents
11	<b>Remove and Replace Asphalt Pavement</b>	<b>SY</b>	<b>10</b>
	Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
	Dollars and Cents	Dollars and Cents	Dollars and Cents
12	<b>Culvert crossing including hand work and pea gravel backfill</b>	<b>EACH</b>	<b>31</b>
	Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
	Dollars and Cents	Dollars and Cents	Dollars and Cents
13	<b>6" Gate Valves including installation</b>	<b>EACH</b>	<b>19</b>
	Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
	Dollars and Cents	Dollars and Cents	Dollars and Cents
14	<b>1" Air/Vacuum Valve Station including installation CIP</b>	<b>EACH</b>	<b>15</b>
	Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
	Dollars and Cents	Dollars and Cents	Dollars and Cents
15	<b>Remove and Dispose of Existing Water Meter, cut and cap existing service connections</b>	<b>EACH</b>	<b>80</b>
	Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
	Dollars and Cents	Dollars and Cents	Dollars and Cents
16	<b>Remove Existing Fire Hydrant for pickup by County, cut and cap existing waterline</b>	<b>EACH</b>	<b>6</b>
	Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
	Dollars and Cents	Dollars and Cents	Dollars and Cents
17	<b>Connect 6" PVC Waterline to new 8" PVC waterline stub outs on Old Las Vegas Highway including solid sleeve coupling and all associated work</b>	<b>EACH</b>	<b>4</b>
	Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
	Dollars and Cents	Dollars and Cents	Dollars and Cents
18	<b>Construction Staking by New Mexico Registered Professional Surveyor</b>	<b>LS</b>	<b>1</b>
	Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
	Dollars and Cents	Dollars and Cents	Dollars and Cents



19	Traffic Control	LS	1
	Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
	Dollars and Cents	Dollars and Cents	Dollars and Cents
20	SWPPP PLAN PREPARATION AND MAINTENANCE	L.S.	1
	Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
	Dollars and Cents	Dollars and Cents	Dollars and Cents
21	Mobilization, Insurance and Bonds	ALLOW	\$95,000
22	Demobilization and Closeout	ALLOW	\$30,000
23	Laboratory Testing Allowance	ALLOW	\$15,000
24	Utility Relocation Allowance	ALLOW	\$10,000
25	Pre-Authorized Construction Changes	ALLOW	\$20,000
26	Environmental Monitoring	ALLOW	\$85,000
27	Archeological Oversight & Curation	ALLOW	\$127,000
<b>TOTAL BID AMOUNT WRITTEN IN NUMBERS</b>			
<b>TOTAL BID AMOUNT WRITTEN IN WORDS</b>			
<b>AMOUNTS MUST BE EXCLUSIVE OF NEW MEXICO GROSS RECEIPTS TAX</b>			

**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 that has submitted the attached Bid Proposal;

(2) They are fully informed respecting the preparation and contents of the attached Bid Proposal 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 \_\_\_\_\_ 2020.

\_\_\_\_\_  
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 proposal submitted by the Subcontractor to \_\_\_\_\_, the Contractor, for certain work in connection with the \_\_\_\_\_ contract pertaining to the \_\_\_\_\_ project in \_\_\_\_\_.

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

(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 proposal 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 \_\_\_\_\_ 2020.

\_\_\_\_\_  
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 it 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 its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by them.
- 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 SECTION 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 it does not maintain or provide for its employees any segregated facility at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The construction contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its 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 its files.

SIGNED: \_\_\_\_\_

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

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_

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 prospective 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 prospective 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

**BID BOND**

A. KNOW ALL MEN BY THESE PRESENT, 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 \_\_\_\_\_, 2020, for the water service lines in Canoncito, Santa Fe County.

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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
BIDDER

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

(SEAL)

\_\_\_\_\_  
WITNESS

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

\_\_\_\_\_  
WITNESS

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



**PERFORMANCE BOND**

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 \_\_\_\_\_, 2020, with the COUNTY for the water service lines in Canoncito, 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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
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

**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 \_\_\_\_\_, 2020, with the COUNTY  
for the water service lines in Canoncito, 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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
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

**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 all subcontractors, regardless of contract amount, must be listed on the subcontractor list.
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):		

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):					
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):		
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):		

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FOR  
IFB NO. 2020-0166-PW/CW  
CANONCITO REGIONAL WATER SYSTEM  
PHASE II CONSTRUCTION SERVICES

In acknowledgement of receipt of this Invitation for Bids, the undersigned agrees that he/she has received a complete copy, beginning with the title page, and ending with the contractual documents. Completed Appendix A forms must be submitted to Coralie G. Whitmore no later than March 13, 2020 to receive emailed addenda for this solicitation.

Only Bidders that return this form in a timely manner will receive copies of addenda to this IFB.

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

REPRESENTED BY: \_\_\_\_\_

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

PHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DELIVERY ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Printed)

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

This name and address will be used for all correspondence related to the Invitation for Bids (IFB).

Coralie G. Whitmore, Procurement Specialist Senior  
Santa Fe County Purchasing Division  
142 W. Palace Avenue  
Santa Fe, NM 87504  
Phone: (505) 986-6337 Fax: (505) 989-3243  
E-mail: [cgwhitmore@santafecountynm.gov](mailto:cgwhitmore@santafecountynm.gov)



## APPENDIX B

### CAMPAIGN CONTRIBUTION DISCLOSURE

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), 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)

**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 box below:**

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 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 in checking the box constitutes a material representation by the business that is subject to protest and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

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

My Commission Expires:  
\_\_\_\_\_

**APPENDIX D**

**PLANS & SPECIFICATIONS**

**(available on the Santa Fe County Website)**

**[www.santafecountynm.gov/asd/current bid solicitations/](http://www.santafecountynm.gov/asd/current_bid_solicitations/)**

**APPENDIX E**

**N.M. WAGE DETERMINATION**

## **PUBLIC WORKS PROJECT REQUIREMENTS**

As a participant in a Public Works project valued at more than \$60,000 in the state of New Mexico, the following list addresses many of the responsibilities that are defined by statute or regulation to each project stakeholder.

### **Contracting Agency**

- Ensure that all contractors wishing to bid on a Public Works project when the project is \$60,000 or more are actively registered with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> (Contractor Registration) prior to bidding.
- Please submit Notice of Award (NOA) and Subcontractor List(s) to the PWAA website promptly after the project is awarded.
- Please update the Subcontractor List(s) on the PWAA website whenever changes occur.
- All sub-contractors and tiers (excluding professional services) regardless of contract amount must be listed on the Subcontractor List and must adhere to the Public Works Minimum Wage Act.
- Ninety days after project completion please go into the PWAA system and close the project. Only contracting agencies are allowed to close the project. Agents or contractors are not allowed to close projects.

### **General Contractor**

- Provide a complete Subcontractor List and Statements of Intent (SOI) to Pay Prevailing Wages for all contractors, regardless of amount of work, to the contracting agency within 3 (three) days of award.
- Ensure that all subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> prior to bidding when their bid will exceed \$60,000.
- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.
- Confirm the Wage Rate poster, provided in PWAA, is displayed at the job site in an easily accessible place.
- When the project has been completed, make sure the Affidavits of Wages Paid (AWP) are sent to the contracting agency.
- All subcontractors and tiers (excluding professional services) regardless of contract amount must pay prevailing wages, be listed on the Subcontractor List, and adhere to the Public Works Minimum Wage Act.



**LABOR RELATIONS DIVISION**  
121 Tijeras Ave NE, Suite 3000  
Albuquerque, NM 87102  
Phone: 505-841-4400  
Fax: 505-841-4424

**WWW.DWS.STATE.NM.US**

## **Subcontractor**

- Ensure that all subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> prior to bidding when their bid will exceed \$60,000.
- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.
- All subcontractors and tiers (excluding professional services) regardless of contract amount must pay prevailing wages, be listed on the Subcontractor List, and adhere to the Public Works Minimum Wage Act.

## **Additional Information**

Reference material and forms may be found in the New Mexico Department of Workforce Solutions Public Works web pages at: <https://www.dws.state.nm.us/Labor-Relations/Labor-Information/Public-Works>.

## **CONTACT INFORMATION**

Contact the Labor Relations Division for any questions relating to Public Works projects by email at [public.works@state.nm.us](mailto:public.works@state.nm.us) or call (505) 841-4400.





## TYPE "A" - STREET, HIGHWAY, UTILITY & LIGHT ENGINEERING

Effective January 1, 2020

Trade Classification	Base Rate	Fringe Rate
Bricklayer/Block layer/Stonemason	24.46	8.81
Carpenter/Lather	24.63	11.24
Carpenter- Los Alamos County	27.80	13.19
Cement Mason	17.42	6.81
Ironworker	27.00	15.75
Painter- Commercial	17.00	6.88
Plumber/Pipefitter	30.76	11.62
<b>Electricians- Outside Classifications: Zone 1</b>		
Ground man	23.27	12.67
Equipment Operator	33.39	15.35
Lineman/ Technician	39.28	16.91
Cable Splicer	43.21	17.95
<b>Electricians-Outside Classifications: Zone 2</b>		
Ground man	23.27	12.67
Equipment Operator	33.39	15.35
Lineman/ Technician	39.28	16.91
Cable Splicer	43.21	17.95
<b>Electricians-Outside Classifications: Los Alamos</b>		
Ground man	23.94	12.85
Equipment Operator	34.35	15.60
Lineman/ Technician	40.41	17.21
Cable Splicer	44.45	18.28
<b>Laborers</b>		
Group I- Unskilled	12.26	6.22
Group II- Semi-Skilled	12.56	6.22
Group III- Skilled	12.96	6.22
Group IV- Specialty	13.21	6.22
<b>Operators</b>		



Group I	18.79	6.34
Group II	19.72	6.34
Group III	19.82	6.34
Group IV	19.93	6.34
Group V	20.03	6.34
Group VI	20.21	6.34
Group VII	20.37	6.34
Group VIII	20.66	6.34
Group IX	28.16	6.34
Group X	31.41	6.34
<b>Truck Drivers</b>		
Group I-IX	16.45	7.87

**NOTE: All contractors are required to pay SUBSISTENCE, ZONE AND INCENTIVE PAY according to the particular trade. Details are located in a PDF attachment at [WWW.DWS.STATE.NM.US](http://WWW.DWS.STATE.NM.US). Search Labor Relations/Labor Information/Public Works/Prevailing Wage Rates.**

For more information about the Subsistence, Zone, and Incentive Pay rates, or to file a wage claim, contact the Labor Relations Division at (505) 841-4400 or visit us online at [www.dws.state.nm.us](http://www.dws.state.nm.us).

**APPENDIX F**

**SAMPLE CONSTRUCTION AGREEMENT**