

**SANTA FE COUNTY
PUBLIC WORKS DEPARTMENT**

INVITATION FOR BID



IFB No. 2025-0275-PW/TJ

CN S100780

EDA AWARD No. 08-79-05632

**CONSTRUCTION SERVICES FOR THE
SANTA FE RAIL TRAIL SEGMENT No. 6**

APRIL 2025

SANTA FE COUNTY

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ADVERTISEMENT

SANTA FE COUNTY INVITATION FOR BIDS

Construction Services for the Santa Fe Rail Trail Segment No. 6

IFB No. 2025-0275-PW/TJ
EDA Award No. 08-79-05632

The Santa Fe County Public Works Department is requesting bids from qualified and licensed contractors for construction services for the Santa Fe Rail Trail Segment No. 6 located in Santa Fe County funded by the U.S. Department of Commerce - Economic Development Administration (EDA) Funds. Bids may be held for ninety (90) days subject to action by the County. By submitting a bid for the requested materials and/or services each bidder is certifying that its bid is in compliance with regulations and requirements stated within the Invitation for Bid package. Santa Fe County reserves the right to reject any and all bids in part or whole. A completed bid package shall be submitted in a sealed envelope indicating the bid title and number along with the bidding firm's name and address clearly marked on the outside of the container.

All bids are due no later than **2:00pm, Friday, May 23, 2025**, and delivered to the Santa Fe County Purchasing Division located at 102 Grant Avenue (First Floor), Santa Fe 87501. The Bid Opening will be held in person via Microsoft Teams by using the link below and Meeting ID No. 254 333 647 866 2, Passcode: AL3Df3x5 or by calling (773) 352-2011 Meeting No. 473 250 078#. By submitting a bid for the requested materials and/or services each firm is certifying that their bid is in compliance with the regulation and requirements stated within this IFB.

<https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting>

A Pre-Bid Conference & Site Visit will be held on 10:00am, May 2, 2025 at the intersection of US 285 Hwy and New Moon Overlook Road. Attendance at the Pre-Bid Conference & Site Visit is MANDATORY.

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.

Information on Invitation for Bid Documents including plans and specifications will be available by contacting Tammy Jim, Santa Fe County Purchasing Division, by telephone at (505) 986-6370 or by email at tjim@santafecountynm.gov or by accessing our website at <https://www.santafecountynm.gov/finance/purchasing-division/current-bid-solicitations>.

BIDS RECEIVED AFTER THE DATE AND TIME SPECIFIED ABOVE WILL NOT BE ACCEPTED.

Publish: Dates: April 27 and 28, 2025.

INSTRUCTIONS FOR BIDDERS

Bids are requested by Santa Fe County from qualified, licensed construction companies for the construction of the Santa Fe Rail Trail Segment No. 6 and Cerro Alto Trailhead. The following scope of work is not all inclusive and bidders must line item all designed scope elements provided.

1. **LOCATION AND DESCRIPTION OF WORK:** The work being performed includes the construction of a 1.78 mile crusher fines trail adjacent to the Santa Fe Southern Railway. The location of the work is generally south of Spur Ranch Road to US 285, south of the City of Santa Fe, in Santa Fe County. The project also includes the construction of a trailhead / parking area near US 285.

The work includes crusher-fines trail surfacing, earthwork, erosion control, rock gravity walls, drainage culverts, trailhead constructed of road base and trail signs.

The Contractor shall supply all labor, materials and equipment necessary to complete the work in accordance with the construction plans and specifications.

The bids shall be in the form of unit pricing as per items listed on the bid sheets.

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.

2. **TIME AND PLACE OF RECEIVING AND OPENING BIDS:** This information will be found in the "Advertisement for Bids". 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 New Mexico Department of Transportation Standard Specifications and Supplemental Specifications for Highway and Bridge Construction 2019 Edition, Special Provisions and the engineering drawings which are included in this bid package except as otherwise specified herein or in the contract.

The Standard Specifications can be found at the following internet link:

<https://www.dot.nm.gov/infrastructure/plans-specifications-estimates-pse-bureau/standards/> and select 2019 Specs for Highway and Bridge Construction.

4. CONTRACT TIME: The number of days for the completion of work (the contract time) is 365 working days upon receipt of the Notice to Proceed.
5. COPIES OF BIDDING DOCUMENTS: Bidders may obtain complete sets of the Bidding Documents by contacting Tammy Jim by telephone at (505) 986-6370, email at tjim@santafecountynm.gov or by accessing our website at <https://www.santafecountynm.gov/finance/purchasing-division/current-bid-solicitations>. Bidders shall use complete sets of Bidding Documents in preparing bids; neither the owner nor engineer assumes 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. 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; and 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.
7. 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 will be directed to:

Tammy Jim, Procurement Specialist Senior
Santa Fe County Purchasing Division
102 Grant Avenue (First Floor)
Santa Fe, NM 87501
Ph. (505) 986-6370

Email – 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.

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.

8. **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.
9. **WAGE RATES/REGISTRATION OF BIDDER AND SUBCONTRACTORS WITH THE NEW MEXICO DEPARTMENT OF WORKFORCE SOLUTIONS:** The Contractor shall be required to fully comply with the Davis-Bacon Act and Related Acts in accordance with 40 USC § 276a; 29 CFR Parts 1, 3, 5, 6, and 7 and the Public Works Minimum Wage Act, NMSA 1978, 13-4-11 thru 13-4-17. The higher wage rate will prevail and both wage determination information will be posted at the construction site. If the minimum wage rate determination for the project is not included in the initial Bid Documents, it will be furnished in an Addendum.

Pursuant to 13-4-13.1 NMSA 1978, Public Works Contracts, Registration of Bidders and Subcontractors, Bidders submitting bid pricing for more than \$60,000 shall be registered with the New Mexico Department of Workforce Solutions prior to submitting a bid to Santa Fe County. The Contractor shall provide its registration number where indicated on the Bid Proposal Form. If a Bidder is not registered at the time of Bid opening, their Bid shall be considered non-responsive Bid and will be rejected. Bidder's subcontractors shall also be registered. The registration number of each subcontractor shall be listed on the designated space on the Subcontractor Listing Form. If a Bidder's Bid includes any subcontractor that is not registered their Bid may be considered for award following substitution of a registered subcontractor for any unregistered subcontractor in accordance with Section 13-4-36 NMSA 1978. Bidders may find additional information on the registration requirements and forms at the website: <http://www.dws.state.nm.us/LaborRelations/LaborInformation/PublicWorks>

It shall be the successful bidder's responsibility to inform itself thoroughly of all state, federal and local laws and statutes pertaining to the employment of labor, the freedom of organization and the conditions of employment and shall strictly adhere to such laws and regulations as are applicable. There shall be no discrimination because of race, creed, color, national origin or legal political affiliation in the employment of persons qualified by training and experience for work under this contract.

10. BID PREPARATION:

- A. Submit the Bid as provided in the Bid Package, and complete the blank spaces in the Required Documents for Bid Submittal. For each Bid Item, the Bidders shall state in numerals, either in ink or digital form, the Bid Item Unit Price for which the Bidder proposes to perform each Bid Item;
- B. Specify a Bid Item Unit Price for each Bid Item, except when a Bid Item Unit Price is established by the County. The Bid Item Unit Price will be conclusively presumed to include any insurance or overhead expenses necessary to complete that Bid Item;
- C. Show the Bid Item Prices by multiplying the respective Bid Item Unit Prices and quantities, and also show the Total Bid Amount in the space provided on the Bid Schedule. The Total Bid Amount will be the sum obtained by adding the Bid Item Prices;
- D. Make changes to any entry on the Required Documents for Bid Submittal by marking through the entry in ink and making the correct entry adjacent thereto in ink. Initial the change in ink;
- E. Show the amounts for the respective Bid Item Unit Prices to a maximum of three decimal places. Truncate additional decimal places in excess of three;
- F. Exclude the applicable state GRT and local option tax. The Department will pay the applicable tax.
- G. Exclude any Indian business tax, TERO tax, and other tax imposed by a tribal government. The Department will pay the tax or will exercise its prerogative to challenge the tribal government's authority to impose the tax. If the Department exercises its prerogative to challenge the tribal government's authority to impose the tax, the Department will reimburse the Contractor for such tax only if a court of competent jurisdiction rules the tribe has authority to impose the tax. The Department will reimburse the Contractor only if the final decision of the litigation, or other final disposition of the litigation, results in a determination that the tribe has jurisdiction to impose the tax. The Department shall be subrogated to the rights of the Contractor to claim a refund of, or to contest, any such tax imposed on the Work to the extent any alleged obligation of the Contractor or the Department to pay such taxes arises under this section or through the Contractor's performance of this Contract;
- H. Submit Required Documents for Bid Submittal signed by the president, vice presidents, owner, or other representative of the Bidder authorized in writing to bind the Bidder.

11. 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.

12. **POWER OF ATTORNEY:** Attorneys in fact who sign bonds must attach certified effective copies of their Power of Attorney to all bonds.
13. **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, 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:

Tammy Jim, Procurement Specialist Senior
Santa Fe County Purchasing Division
102 Grant Avenue (First Floor)
Santa Fe, NM 87501

14. **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.

15. **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.
16. **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.
17. **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:

18.

- A. Cover Sheet
- B. Index
- C. Bid Form
- D. Bid Schedule
- E. Bid Bond
- F. Bidder's List of Quotes
- G. Performance Bond
- H. Labor and Material Payment Bond
- I. Acknowledgement of Receipt of Invitation to Bid Form

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

19. BIDS TO REMAIN OPEN: All bids shall remain open for ninety (90) days after the day of the bid opening.

20. 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 the lowest bid amount.
- 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. Except described in 2019 NMDOT Standard Specification for Highway and Bridge Construction 2019 Edition, Section 103.3, "Bidding Dispute Resolution Procedures," the County will award the contract within 30 days after opening of bids to the lowest responsive bidder.

21. **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.
22. **PREFERENCE FOR DOMESTIC MATERIALS:** The contractor shall provide Materials in accordance with the Buy America Requirements (23 CFR § 635.410) on federal-aid Projects.
23. **LICENSE OR ROYALTY FEES:** Licenses and/or royalty fees for products or for processes must be paid for directly by the contractor.
24. **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.
25. **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.
26. **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.
27. **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 twelve (12) 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.
28. **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.
29. **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.

30. **TIME OF DELIVERY AND FORM OF BONDS.** The bidder shall deliver the required bonds to the County no later than fifteen (15) 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.

31. **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.
32. **NOTICE OF AWARD:** A written Notice of Award shall be issued by the County after review and approval of the bid and related documents.
33. **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.
34. **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.
35. **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.
36. **FAILURE TO EXECUTE CONTRACT:** Failure to return the signed contract with acceptable contract bonds and certificate of insurance within fifteen (15) 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.
37. **INSURANCE REQUIREMENTS:** For this project that involves construction within fifty (50) feet of a railroad track special insurance requirements apply. At a minimum upon execution of the contract between the County and the contractor, the contractor shall furnish to the County, Certificates of Insurance that list New Mexico Department of Transportation (NMDOT), Santa Fe Southern Railroad (SFSR), and Santa Fe County as additional insured.

Contractor shall have a certificate of insurance submitted to NMDOT, SFSR, and Santa Fe County. Severability of Interest and NMDOT, SFSR, and Santa Fe County as additional insured shall be indicated on the certificates of insurance.

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

B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive commercial general liability insurance with limits of \$2,000,000 each occurrence and \$6,000,000 in the aggregate.

Business automobile insurance policy with liability limits in amounts for personal and bodily injury liability: \$1,000,000 each person; \$2,000,000 each occurrence; (annual aggregate; and, property damage liability: \$2,000,000 each occurrence; (annual aggregate). Said policies of insurance shall include coverage for all operations performed for County by Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract.

C. Workers' Compensation and Employers Liability Insurance. The Contractor shall procure and maintain during the life of this Agreement Worker's Compensation and Employers Liability Insurance with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, and \$500,000 by disease each employee.

D. Worker's Compensation Insurance. The Contractor shall carry worker's compensation insurance and otherwise fully comply with the New Mexico Worker's Compensation Act (NMSA 1978, § 52-1-1 et. seq.) and the New Mexico Occupational Disease Disablement Law (NMSA 1978, § 52-3-1 et. seq.).

E. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the PR shall increase the maximum limits of any insurance required herein.

38. 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.

39. SUBCONTRACTOR PERFORMANCE AND PAYMENT BOND. A subcontractor whose work to be performed on a public works building project is one hundred thousand twenty five 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.
40. 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.
41. RETAINAGE: A 5% withholding “retainage” of contracted amount will be held by Santa Fe County until completion of all punch list items and all closeout documents submitted to Santa Fe County as required per EDA Grant qualifications.
42. 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 kick backs.
43. 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.
44. NUMBER OF BIDS ACCEPTED. Bidders shall submit only one (1) bid in response to this IFB.
45. DOUBLE-SIDED DOCUMENTS. All submitted bids shall be double-sided, pursuant to Santa Fe County Resolution 2013-7, Adopting Sustainable Resource Management Principles, Section 2. A. Waste Reduction and Reuse...”all documents are to be double-sided, including those that are generated by outside entities using County funds and by consultants and contractors doing business with the County”.

SANTA FE COUNTY

**PURCHASING DIVISION
102 GRANT AVENUE
SANTA FE, NM 87501**

**REQUIRED DOCUMENTS
FOR
BID SUBMITTAL**

BID NUMBER: 2025-0275-PW/TJ

Project #: #S100780

Bidder: _____

SANTA FE COUNTY

**PURCHASING DIVISION
102 GRANT AVENUE
SANTA FE, NM 87501**

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OF
REQUIRED DOCUMENTS
FOR
BID SUBMITTAL**

BID NUMBER: 2025-0275-PW/TJ

Bidder: _____

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Bid Schedule
Bid Bond
Bid Guaranty
Affidavit of Bidder
Performance Bond
Labor and Material Payment Bond
Acknowledgement of Receipt of Invitation to Bid Form

**SANTA FE COUNTY
BID FORM**

Santa Fe Rail Trail Segment No. 6

BIDDER _____ TELEPHONE : () _____

ADDRESS _____

BIDDER'S DEPARTMENT OF WORKFORCE SOLUTIONS REGISTRATION No. _____

*BIDDER'S LICENSE No. _____ *LICENSE CLASSIFICATION (S) _____

*Not Required for Bidding on Federal-Aid Projects

The Bidder proposes to construct this project at the prices quoted in the Bid Schedule and in accordance with the Contract. The Contract includes the Advertisement, Bid Form, Bid Schedule, Contract Bond, Standard Specifications, Supplemental Specifications, Special Provisions, Addenda, Notice to Contractors, Plans, Standard Drawings, Notice to Proceed, Change Orders and agreements that are required to complete the construction of the Work in an Acceptable manner, including authorized extensions thereof, all of which constitute one instrument. The contents of the Contract are incorporated by reference herein.

To submit a Bid through Bid Express the Bidder shall create a unique digital id. The submission of a Bid with the Bidder's unique digital id shall be considered the Bidder's certification that it has exercised Pre-Bid Due Diligence and shall be considered prima facie evidence that the Bidder accepts the conditions to be encountered in performing the Work and accepts the provisions and requirements of the Contract. Pre-Bid Due Diligence is the Bidder's exercise of due diligence before submittal of a Bid which includes the careful, independent examination of the site of the proposed Work, including Materials pits and haul Roads, the Bid Package, all Contract documents including Standard Specifications, Special Provisions, Supplemental Specifications, and Standard Drawings and boring logs which are representative of the condition at the precise location where each boring was made but conditions *may* vary between boring locations.

Contract Time is in the Advertisement. The Bidder shall commence Work within the timeframe specified in the Notice to Proceed, when issued, incorporated herein by reference.

**SANTA FE COUNTY
BID SCHEDULE**

BID NUMBER: 2025-0275-PW/TJ

Santa Fe Rail Trail Segment No. 6

THE CONTRACTOR MUST BID ON **39** ITEMS, ENTER ALL UNIT PRICES,
MAKE ALL EXTENSIONS AND TOTAL THE BID.

CONTRACTOR: _____

TOTAL AMOUNT BID \$ _____

**SANTA FE COUNTY
BID SCHEDULE**

PROJECT: #2025-0275-PW/TJ Construction Services for the Santa Fe Rail Trail Segment No. 6
Control Number ("CN"): S100780

SEGMENT 6 – EDA AWARD: #08-79-05632					
ITEM NO	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE ----- DOLLARS / CENTS	BID AMOUNT ----- DOLLARS / CENTS
107258	Railroad Flagmen / Insurance	LS	1		
201000	Clearing and Grubbing	LS	1		
203200	Unclassified Excavation	CY	5676		
207900	Drainage Feature	EA	32		
207911	Typical Section R1	LF	9088		
207919	Typical Section W1	LF	292		
303160	Base Course 6 inch Depth	SY	3913		
303900	Crusher Fines 6 inch Depth	SY	7372		
416103	Minor Paving Type I HMA SP-III	TON	40		
507000	Rock Retaining Wall	SF	1461		
507001	Rock Headwall	EA	14		

SEGMENT 6 – EDA Award: #08-79-05632

ITEM NO	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT
				DOLLARS / CENTS	DOLLARS / CENTS
514045	Concrete Wheel Stops	EA	23		
570012	Culvert Pipe (12 inch)	LF	96		
570015	Culvert Pipe (15 inch)	LF	68		
570018	Culvert Pipe (18 inch)	LF	83		
570024	Culvert Pipe (24 inch)	LF	62		
602000	Riprap Class A	CY	1		
602020	Riprap Class C	CY	13		
602070	Riprap Class H	SY	108		
602080	Riprap Class I	CY	8		
603101	Soil Retention Blanket	SY	9390		
603281	NPDES/SWPPP Preparation and Implementation	LS	1		
607900	Wire Fence	LF	1460		
607901	Fence End Brace	LF	126		

SEGMENT 6 – EDA Award: #08-79-05632

ITEM NO	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE ----- DOLLARS / CENTS	BID AMOUNT ----- DOLLARS / CENTS
607902	Buck and Pole Fence	LF	70		
608004	Concrete Sidewalk 6 inch (Colored)	SY	242		
621000	Construction Mobilization	LS	1		
632000	Class A Seeding	AC	4.0		
667900	Boulders	EA	117		
667990	Railroad Rails	LF	165		
701000	Panel Signs	SF	190		
701001	Timber Posts	LF	417		
701002	Mile Marker Signs	EA	2		
701011	Highway Directional Signs	SF	8		
701012	Vehicular Monument Sign	EA	1		
701013	Kiosk Sign – Primary	EA	1		

SEGMENT 6 – EDA AWARD: #08-79-05632					
ITEM NO	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE ----- DOLLARS / CENTS	BID AMOUNT ----- DOLLARS / CENTS
701101	Multi-Directional Slip Base Post for Aluminum Signs	EA	4		
702810	Traffic Control Devices for Construction	EA	1		
801000	Construction Staking	EA	1		
TOTAL BID AMOUNT WRITTEN IN NUMBERS:		\$ _____			
TOTAL BID AMOUNT WRITTEN IN WORDS:					

ALL BID ITEMS MUST BE EXCLUSIVE OF NMGR

**SANTA FE COUNTY
BID BOND**

2025-0275-PW/TJ Santa Fe Rail Trail Segment No. 6

BIDDER: _____ TELEPHONE: () _____
ADDRESS: _____

SURETY: _____
SURETY BUSINESS ADDRESS: _____

KNOWN ALL MEN by these presents that the Surety having its registered office at the above address are bound unto the SANTA FE COUNTY in the sum of five percent (5%) of the Total Bid Amount as shown on the Project Bid Schedule for which payment well and truly to be made to the Santa Fe County the Surety binds itself, its successors and assigns by these presents.

The Surety undertakes to pay Santa Fe County up to the above amount upon receipt of Santa Fe County's first written demand, without the Santa Fe County having to substantiate its demand, provided that in its demand the Santa Fe County will note that the amount claimed by the Santa Fe County is due to the Bidder failing to return the signed Contract and Contract Bonds within fifteen (15) Days of receiving the Contract. The Guaranty will remain in force up to 30 Days after Bid Opening or as it may be extended by the Santa Fe County, notice of which extension(s) to the Surety is hereby waived.

New Mexico Department of Transportation (“NMDOT”)

Bid Guaranty

Control Number (“CN”): S100780

BIDDER: _____ TELEPHONE: () _____
ADDRESS: _____

SURETY: _____
SURETY BUSINESS ADDRESS: _____

KNOWN ALL MEN by these presents that the Surety having its registered office at the above address are bound unto the NMDOT in the sum of five percent (5%) of the Total Bid Amount as shown on the Project Bid Schedule for which payment well and truly to be made to the NMDOT the Surety binds itself, its successors and assigns by these presents.

The Surety undertakes to pay the NMDOT up to the above amount upon receipt of the NMDOT’s first written demand, without the NMDOT having to substantiate its demand, provided that in its demand the NMDOT will note that the amount claimed by the NMDOT is due to the Bidder failing to return the signed Contract and Contract Bonds within fifteen (15) Days of receiving the Contract. The Guaranty will remain in force up to 30 Days after Bid Opening or as it may be extended by the NMDOT, notice of which extension(s) to the Surety is hereby waived.

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 _____, 2025, with the COUNTY for the Construction Services for the Santa Fe Rail Trail Segment 6 in Santa Fe County, N.M. 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 _____, 2025.

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 _____, 2025, with the COUNTY
for the Construction Services for the Santa Fe Rail Trail Segment 6 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 _____, 2025.

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

ACKNOWLEDGEMENT OF RECEIPT OF INVITATION FOR BID FORM

**IFB No. 2025-0275-PW/TJ
CONSTRUCTION SERVICES FOR THE SANTA FE RAIL TRAIL SEGMENT #6
EDA Award No. 08-79-05632**

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 forms must be submitted to **Tammy Jim** no later **May 23, 2025** to receive any 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.

Tammy Jim
Santa Fe County
Purchasing Division
102 Grant Avenue
Santa Fe, NM 87504
Phone: (505) 986-6370 Fax: (505) 989-3243
E-mail: tjim@santafecountynm.gov

NOTICE TO CONTRACTORS
Railroads

CN S100780

This Project's Work affects railroad lines or railroad Right of Way ("ROW"). The New Mexico Department of Transportation ("NMDOT") owns the railroad ROW that is involved with this Project (NMRX Railroad). Therefore Santa Fe County's contractor ("Contractor") shall coordinate with the NMDOT Rail Bureau and its railroad operator, Santa Fe Southern Railway, identified in the respective **sample** ROW access agreement referenced below. For construction purposes this Notice to Contractors ("NTC") does not supersede or alter the obligations in the 2019 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction ("Standard Specifications") Section 107.10 – "Railroads".

Pre-Award

For Bidding purposes the Bidder shall review the conditions, requirements and access limitations set forth in the attached **sample** Railroad Property Temporary Right-of-Entry Agreement ("Agreement") for the Project. Submission of a Bid is prima facie evidence that the Bidder accounted for the same in the Bid.

Post Award

All conditions, requirements and access limitations contained in the Agreement are incorporated herein by reference. Failure by the Contractor to comply with the Agreement and this NTC shall result in an issuance of a Non-Conformance or other contractual remedies. The Contractor shall copy the Project Manager ("PM") on all communications with the respective rail entity(ies). For telephonic communications a summary of the communication shall be provided to the PM weekly. All correspondence submitted to the respective rail entity(ies) shall reference NMRX railroad mileposts 2.80 to 3.37.

1. The Contractor shall enter into the Agreement with the respective rail entity(ies) and provide a copy of the same to the PM before any Work commences within the respective rail entity(ies) ROW. The Contractor shall also provide any modifications to the Agreement, correspondence and directives between the Contractor and rail entity(ies) to the PM.
2. Work accomplished by the Contractor or its Subcontractors within the railroad ROW shall be the financial responsibility of the Contractor, unless otherwise stated in the Agreement.
3. The Contractor shall provide a copy of the card certifying completion of the safety orientation for all employees Subcontractors, agents, or invitees required by the Agreement to the PM before commencement of the Work. NMDOT employees shall, when required, obtain rail safety certification through the contractor's safety training account with the rail entity.
4. The Contractor shall provide a copy of the insurance coverage required by the Agreement before any Work commences within the respective rail entity(ies) ROW. Unless otherwise specified in the Agreement, the Contractor shall obtain at its own cost a railroad protective liability policy in the name of the owner of the railroad ROW or the rail facility involved. Railroad liability insurance shall be in compliance with 23

C.F.R. § 646.101-111 (A) (1974). The contractor shall provide to the PM evidence satisfactory to the NMDOT and FHWA that the insurance coverages required herein have been provided. The contractor shall also furnish a copy of such evidence to the railroad or railroads involved. The insurance specified shall be kept in force until all work required to be performed shall have been satisfactorily completed and accepted in accordance with the contract under which the construction work is undertaken.

5. The Contractor shall provide a copy of the permit issued by the respective rail entity(ies) before any Work commences within the respective rail entity(ies) ROW.

6. The Contractor shall provide a copy of the agreed upon storage area between the Contractor and the respective rail entity(ies) to the PM.

7. The Contractor shall obtain written concurrence from the PM before commencement of the Work within the respective rail entity(ies) ROW.

8. The Contractor shall maintain access to all existing rail entity(ies) access roads during the Work.

9. Utility facilities including signal line infrastructure owned by third parties or the respective rail entity(ies) may be impacted by the Work. The Contractor shall determine the location of existing utilities within the respective rail entity(ies) ROW before commencement of the Work. The Contractor shall comply with obligations of New Mexico One-Call and the Agreement to locate underground utility facilities or signal line infrastructure before commencing the Work within the rail entities ROW, and shall coordinate directly with the rail entity(ies) to identify rail-owned underground utilities, as New Mexico One-Call will not identify railroad-owned lines. The Contractor shall mark and protect existing utilities and facilities within respective rail entity(ies) ROW that may be impacted by the Work. The Contractor shall immediately notify the owner of any damage by the Contractor to utility facilities or signal line infrastructure. The utility facilities and signal line infrastructure damaged shall be repaired as an emergency repair (within 24-hours). If any such infrastructure is damaged, the Contractor shall bear the cost of repair to the satisfaction of the utility owner or rail entity(ies). NMDOT incurred costs related to damage to utilities within the rail entity(ies) ROW may be recovered from the Contractor's project performance bond. No additional Contract Time will be granted for repairs.

10. The Contractor shall request flagging service in accordance with the respective railroad entity Agreement. The Contractor shall reimburse the railroad company for such costs as invoiced by the railroad entity to the Contractor. The Contractor shall submit monthly invoices for actual costs of the flagging operations to the PM. The NMDOT will reimburse the Contractor for actual invoice based costs for flagging services.

11. To avoid potential railroad flagging scheduling issues and to ensure the most efficient use of railroad flagging protection forces, the Contractor shall schedule its work near or within rail entity's ROW in a solid block of time so as to minimize the number of workdays where its operations or equipment are located within twenty-five (25) feet from tracks (or a proximity that otherwise presents a safety concern to the rail entity) that would require railroad flagging. Accordingly, the Contractor shall submit a work plan to the PM for review at least four (4) weeks prior to scheduled time for working within rail entity's ROW. This work plan shall detail the number of working days where the Contractor where will require railroad flagging. The Contractor shall not begin work within the rail entity's ROW until a written approval to do so is

received from the PM. The Contractor is advised that regardless of the requirements of the Construction schedule, the rail entity reserves the right to reallocate its labor forces assigned to provide flagging services in the event of an emergency when the rail entity believes such reallocation is necessary to provide immediate restoration of the railroad operations or to protect persons or property on or near any rail entity's ROW.

12. The Contractor shall provide shoring or cribbing calculations and plans as required by the Agreement between the Contractor and rail entity(ies). Unless otherwise specified in the Agreement, use of such shoring or cribbing shall conform to the standard side clearances required by New Mexico regulations or rules and the rail entity(ies) standards. In case the use of such shoring will impair said clearance the Contractor shall ensure that application is made to the appropriate state agency, if required, for approval of such impairment during the period of construction of the Project.

13. The Contractor shall obtain written concurrence from the PM that the shoring or cribbing calculation and plan are acceptable to the respective rail entity(ies) before commencement of this Work. Any costs incurred for this Work shall be considered incidental to the completion of the Project.

14. Any damage to rail entity facilities resulting from the Contractor operations will be repaired or replaced by the owner of the rail ROW and the cost of such repairs or replacement shall be paid for by the Contractor.

15. The Contractor is advised that the rail entity(ies) may not be able to grant to the Contractor significant work windows between trains at all times. Contractor employees and equipment may be required to clear away from the track, stop work and shut down equipment each time a train approaches and remain so until such time as the train fully clears, before resuming work, upon the orders of the Railroad Flagman. The Contractor shall plan appropriately and shall not be able to make claims for delays caused by the rail entity(ies).

16. The Contractor is advised that approximately 2 train movements occur per a 24 hour period, with a maximum speed at 15 miles per hour.

17. Contact Information

Entity	Title	Name	Phone	Email
Santa Fe County	Project Construction Manager	Dan Anderson	(o) 505-992-3014 (c) 505-470-1394	danderson@santafecountynm.gov
NMDOT Rail	Rail Facilities Manager	Rob Fine	(c) 505-629-2830	Robert.Fine@dot.nm.gov
Santa Fe Southern Railway	Railroad Flagging	Janice Convery	(c) (505) 289-7589	janice@sfsr.net

RMRTD	Railroad Safety Orientation	Liz Nauman	(505) 526- 1046	lnauman@mrcog-nm.gov
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18. Railroad flagging is required for any work within 25 feet of the any track or work is near enough to any track that any equipment extension (including but not limited to crane booms) to potentially (even by an unplanned move or accident) reach within 25 feet of the track.

SPECIAL CONDITIONS

SC1 DESCRIPTION OF WORK

The work to be performed includes the construction of a 1.78 mile crusher fines trail adjacent to the Santa Fe Southern Railway. The location of the work is generally south of Spur Ranch Road to US 285, south of the City of Santa Fe, in Santa Fe County. The project also includes the construction of a trailhead / parking area near US 285. The work includes crusher-fines trail surfacing, earthwork, erosion control, rock gravity walls, drainage culverts, trailhead constructed of road base and trail signs. The Contractor shall supply all labor, materials and equipment necessary to complete the work in accordance with the construction plans and specifications.

SC2 LOCATION OF WORK

The location of the work is generally west of the Santa Fe Southern Railway, south of Spur Ranch Road to US 285, south of the City of Santa Fe, in Santa Fe County.

SC3 CONTRACT TIME

- A. The work shall be commenced not later than fourteen (14) calendar days from and including the date of the Notice to Proceed and shall be fully completed in a satisfactory and acceptable manner within 365 working days of the Notice to Proceed. Prior to the commencement of work, the Contractor shall submit to the Project Manager, for approval, a schedule showing the time of commencement and proposed progress of the work.
- B. A pre-construction conference and job walk will be scheduled at time of bid award. No work will be allowed to take place prior to a written Notice to Proceed.
- C. Any requests for extension of time due to conditions outside of the Contractor's control shall be made in writing to the Owner's Representative within 48 hours of the cause of the delay. Weather days shall be documented each day by calling the Project Manager to obtain an agreement of weather day conditions on the day of weather event. Delays due to permits, if submitted in a timely manner, will be allowable as additional days to the contract.

SC4 INCIDENTAL WORK

Work not specifically called out, but which is necessary to complete the work required under this contract, shall be considered incidental and a part of this contract and shall be performed by the contractor at no additional cost. Incidental items shall include but not be limited to, project coordination, dust control, traffic control, barricades, clean-up and restoration of any disturbed areas outside the construction limits. Restoration shall include fine grading, reseeding, and mulching. Restoration within the limits shown in the plans will be paid for as Seeding (AC).

SC5 SITE ACCESS / DISTURBANCE

- A. The contractor shall use the existing trail / maintenance road, or the proposed trail alignment for the transport of materials and equipment during construction. Additional access points and access routes have been established as shown in the plans. The creation of additional parallel access routes will not be allowed. Disturbance of currently undisturbed areas, unless part of the new trail alignment, must be avoided. Any area disturbed outside of the finished trail tread must be restored to preconstruction conditions at no additional cost to the project.

SC6 CONSTRUCTION LIMITS

Construction will be limited at all times to the Construction Limits as designated on the plans. Adjustments to the Construction Limits must be made in writing to the Project Manager indicating where modifications are needed. Storage of materials on site is to be determined by Contractor with Owner approval prior to work commencement. See section SC 9.

SC7 RAILROAD and NMDOT COORDINATION

- A. The Santa Fe Southern Railway (SFS) is an active railway.
Contact: Santa Fe Southern Railway / Sky Railway
418 Montezuma Ave #16
Santa Fe, NM 87501
(505) 289-7589 phone
Janice@sfsr.net email
- B. Flagging and/or Lockout Procedures. SFS and NMDOT requires any activity associated with the trail construction occurring within 25 feet of the centerline of the train tracks have an approved flagman on site. The contractor will be responsible for scheduling, and coordinating the flagging with Santa Fe County and SFS. SFS will provide the flagging for this phase of construction at the contractor's expense. The contact information for the flagging is: Janice Convery, 505-289-7589.
- C. The Railway will be paid \$125 per hour or part thereof for any employee who participates in the work of the Contractor, or is otherwise required by Railway or Contractor or desired by Contractor to be present during the work of the Contractor. Employee time for Railway employees participating in the work of the Contractor will be calculated from the start of the normal work day to the time the employee is finally released to return to his or her normal duties, but not less than one 8-hour day. Agreed upon fee(s) must be tendered in advance before access to ROW is granted.
- D. Fees as of September 27, 2024:
- a. Flagging Price: \$125 per hour per flagmen; 4 hour minimum
- E. Special Training for Contractor: Specialized training to work within the Railway Right of Way is required by the New Mexico Department of Transportation (NMDOT). Any personnel including contractor, foreman, and crew working on site within the Right of Way must take the classes listed

below and be certified. They must also carry the card verifying certification at all times while on the job site.

The following class is required: Roadway Worker Protection. The class is available through the Rio Metro Regional Transit District/New Mexico Rail Runner Express. Contact Liz Nauman, Safety Coordinator, Rio Metro Regional Transit District/New Mexico Rail Runner Express at (505) 814-3086 or by email at linauman@mrcog-nm.gov for more information.

Please note: The training classes are not directly affiliated with NMDOT.

SC8 FEES AND PERMITS

- A. The Contractor and any necessary subcontractors will be required to have or obtain a current CID License, which will be obtained at his expense and will not be paid for separately. Santa Fe County Open Space and Trails Program have obtained the development permit.
- B. The Contractor is responsible for obtaining a work permit from NMDOT in order to work within the NMDOT ROW. A Storm Water Pollution Prevention Plan (SWPPP) is to be applied for by the contractor using the relevant construction plans – or approved revisions to the relevant construction plans as part of that application. Application fees are to be paid for by the contractor.

A copy of the permit is required prior to project mobilization. The contractor is required to conduct SWPP bi-weekly and storm event inspections using certified Storm Water Management construction inspectors and keeping a full record of all inspections on-site for County review upon request. A copy of the SWPP inspector's certification is required prior to project commencement. Close out of the permit is the responsibility of the contractor – the County will not assume responsibility of permit requirements. A copy of the closed permit is needed prior to Final Acceptance of the project. The contractor shall provide an Erosion Control Supervisor (ECS) to assure compliance with the Permit.

- D. The Contractor shall obtain all other necessary permits required to complete the contract.

SC9 WORK HOURS

Work shall be limited to the hours between 7:00 a.m. and 6:00 p.m. on weekdays. No work shall be allowed on Saturdays, Sundays, or the holidays of Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or New Year's Day. Exceptions to the Saturday workday may be granted, if determined necessary by the Project Manager, upon a formal request in writing from the contractor.

SC10 ACCESS TO THE SITE

Construction access to the site is from Spur Ranch Road, New Moon Overlook, and US 285. No other project access points will be provided by Santa Fe County. Other construction easements desired by the contractor (if any) are the responsibility of the contractor to obtain.

Other construction easements desired by the contractor are the responsibility of the contractor to obtain. Provide written verification of the construction access / staging allowed on private property to the Project Manager.

SC11 STAGING AND STORAGE SITES

The Contractor may stage and store materials at the proposed Cerro Alto Trailhead and designated staging areas identified in the plans off New Moon Overlook Road.

For all storage sites for materials and equipment proposed and used by the Contractor, the Contractor shall be responsible for the following:

- A. Keeping stockpiles and equipment confined within areas designated to be disturbed as shown in the plans. An agreement as to storage area size and location to be made between Owner and Contractor prior to work. Minimizing the size of the storage area is preferred.
- B. Providing security for his material and equipment and for public safety at the site.
- C. Restoring the site to its original or better condition as determined by the Project Manager.
- D. Containment of storage site per SWPPP requirements.

SC12 USE OF STREETS BY TRUCKS AND COMMERCIAL VEHICLES

The Contractor shall comply with the all Santa Fe County ordinances with regard to Truck Routes and overweight vehicles.

SC13 SWEEPING AND CLEANING DURING CONSTRUCTION

- A. The Contractor will be responsible for the daily removal of mud and construction debris whether caused directly by the Contractor's construction operation, or that of his subcontractors and/or material suppliers, or indirectly due to the work site conditions in general, from all public streets, private driveways, parking lots, sidewalks and bike paths within or adjacent to the project area. This will be rigidly enforced. The removal of dirt or debris from any concrete surface with metal edged blades is not allowed.
- B. The Contractor will be responsible for any damage caused due to his maintenance and/or cleaning operations.
- C. No separate payment will be made for this work and all costs in connection therewith shall be considered incidental to the contract.
- D. The Contractor will be responsible for end of week cleaning and securing of all materials prior to leaving the construction site.

SC14 PROTECTION OF CONSTRUCTION

- A. The Contractor shall be responsible for making a reasonable effort to protect the work from vandalism. The Contractor shall be responsible for barricading the work in a manner, which will protect it from vehicular and pedestrian traffic when necessary.
- B. The Contractor shall bring any significant vandalism to the attention of the Project Manager.
- C. Construction activities to be evaluated for potential safety hazards and vandalism at the end of each week and prior to Holidays and be secured appropriately.

SC15 WATER FOR CONSTRUCTION

- A. The Contractor must supply water for construction. Water may be purchased at the new 24- hour Automated Bulk Water Dispensing Facility “Ojo de Agua” Convenience Center located at 13- B Camino Justica (SFC Public Safety Complex).

SC16 HEAVY CONSTRUCTION ON SURFACES WHERE VEGETATION OR OTHER DISTURBANCE MUST BE MINIMIZED

- A. Minimize disruption to only those areas necessary for completion of construction or existing disturbed areas that are intended to be restored. Maintain access in and out on areas scheduled for the future trail, existing maintenance road to remain or to be restored.
- B. No damage to asphalt, concrete or crusher fines paved surfaces due to heavy equipment or other construction work is to be allowed. Repair to those surfaces if damage does occur shall be done at the contractor's own expense.

SC17 CLEANING OF CONCRETE TRUCKS

The cleaning of concrete trucks or site mixing equipment within the project limits is to be strictly limited to the proposed designated areas. All concrete wash is to be removed prior to final grading – complete off-site disposal of contaminants is required. A single concrete wash out area is to be designated on the site, plastic lined and enclosed by straw bales and signed for ease of identification, or portable wash eco-pans shall be used if several locations are desired. No concrete wash is to contaminate any other areas including landscape areas, ground water or wetland areas at any time. No burial is allowed.

SC18 GEOTECHNICAL INVESTIGATION

A geo-technical investigation has been completed for this project. The report is provided as part of these Contract Documents for informational purposes as Attachment 1.

SC19 INSPECTIONS

Santa Fe County Project Manager, consultants, County personnel, as appropriate, shall observe work during construction. All inspection work is to be coordinated through the Project Manager. Questions or problems should be directed to the Project Manager, who will be responsible for contacting the appropriate personnel, unless specifically directed otherwise. Directions from individuals other than the designated Project Managers should not be considered final, and no additional payment will be allowed, unless verified and allowed by the Project Manager.

SC20 EXISTING CONDITIONS

Some utilities exist within the project limits and are to be protected. Protection of existing utility services, piping, sleeving and other equipment shall be the responsibility of the Contractor upon project commencement.

SC21 TEMPORARY POWER / FACILITIES

Temporary power is not available at the site. Providing a generator for this purpose will be the responsibility of the Contractor.

SC22 MATERIAL TESTING

The Contractor shall be responsible for scheduling all testing directly with the testing lab. See Technical Specifications for additional information.

SC23 SURVEY

All project survey including construction staking, verifying existing grades, re-staking as needed, verification for as-built drawing requirements, slope, layout and other survey information necessary to complete the project as designed, shall be the responsibility of the Contractor and will be included in the Lump Sum payment for Construction Staking.

SC24 INSURANCE

Refer to Instructions to Bidders, Paragraph 38. See Notice to Contractors for further information on Railroad Protective Liability Insurance.

SC25 LIQUIDATED DAMAGES

Liquidated damages will be assessed on this project if the contractor is not substantially complete with the project within the specified contract time. Two thousand dollars (\$2,000) per calendar day will be assessed for delays that have not been approved through a time change order to the contract.

SC 26 PROJECT SCHEDULE

A critical path method (CPM) project schedule is required from the contractor at the time of the pre-construction meeting. Monthly updates to the schedule (at a minimum) are required.

SC 27 PROJECT MAINTENANCE

The County will assume maintenance of the project upon Construction Acceptance except as noted in Seeding specification, in which case the Contractor will continue maintenance until Final Acceptance.

SC 28 CONTRACTOR QUALIFICATIONS

Contractors are to be fully qualified for work requested under this bid.

SC 29 MATERIAL SUBSTITUTES

The Bidder may substitute and include in his bid price a material or product other than those specified by name or brand, provided that requests are submitted and accepted in writing by the Project Manager prior to the bid, per the Bidders' information. Adequate time must be given to allow for complete review of substitutions. No requests shall be made when later than the date noted in the Invitation to Bid. When substitutions require no price adjustment, requests may be made within 30 days of contract execution. Full information on requested substitute must be provided to allow for a direct comparison between products.

STANDARD SPECIFICATIONS

The construction of this project will be in accordance with the New Mexico Department of Transportation (NMDOT) Standard Specifications and Special Provisions to 2019 NMDOT Standard Specifications for Highway and Bridge Construction 2019 Edition, except as otherwise specified herein or in the contract.

Where a conflict occurs between NMDOT Standard Specifications, Special Provisions to 2019 NMDOT Standard Specifications, Special Provisions and Santa Fe County's Instructions to Bidders and the Sample Agreement, the County's Instructions to Bidders, Special Provisions, Special Provisions to 2019 NMDOT Standard Specifications and Sample Agreement shall prevail.

New Mexico Department of Transportation Standard Specifications, Special Provisions, and Special Provisions to 2019 NMDOT Standard Specifications shall be interpreted using the following list. References listed to the right are to replace those on the left where those on the left appear in the text.

<u>REFERENCE:</u>	<u>REPLACE WITH:</u>
Commission, Department, District, District Engineer, The State Highway Commission or Department Cabinet Secretary or Secretary	Santa Fe County except where such reference is to rules, codes, or regulations, or pre-qualification of bidders of the New Mexico Department of Transportation
Department	Santa Fe County or its Designated Representative
Engineer	Santa Fe County acting through his duly authorized representative who is normally the Project Engineer, Project Manager or Consulting Engineer
Project Manager	The individual designated by the Engineer who is responsible for observing construction and the administration of the project
State	County or Owner

**SPECIAL PROVISIONS
TO NMDOT 2019 STANDARD SPECIFICATIONS**

The following revisions and/or additions to the Technical Specifications of the Standard Specifications are hereby made a part of the Contract Document.

Supplemental Technical Specifications to Standard Specifications:

Section	Description	Page
	Index	1
201	Clearing and Grubbing	2-3
207	Subgrade Preparation and Trail Typical Sections	4-5
303	Base Course and Crusher Fines	6-8
507	Rock Wall	9-11
570	Pipe Culverts	12
602	Slope and Erosion Protection Structures	13-14
607	Fence	15-17
632	Seeding	18-22
701	Trail signs and Sign Structures	23-31

SECTION 201 CLEARING AND GRUBBING

Delete the entire Section 201 and substitute the following:

201.1 DESCRIPTION:

This Work consists of clearing, grubbing, scalping, removing, and relocating of vegetation and debris. This Work includes protecting vegetation **NOT** specifically identified for removal unless otherwise approved. The project manager must approve the removal of any vegetation that is not specifically identified for removal. Clearing and grubbing shall be limited to the grading limits shown in the plans unless otherwise approved. Scalping includes the removal of material such as brush, roots, sod, stumps, and the residue of agricultural crops. Dead and dead standing trees within the trail corridor and those specifically designated on the plan to be relocated shall be disposed of in accordance with section 201.3.3. below. This work will also include limbing of trees according to the path limits included in the plans.

201.2 MATERIALS – Vacant

201.3 CONSTRUCTION REQUIREMENTS

201.3.1 General

Remove surface debris, trees, stumps, roots, organic matter, and other obstructions. When approved by the Project Manager, the Contractor may leave undisturbed stumps and other solid objects within the Trail Prism that do not extend more than 6 in above existing ground and will be at least 2 ft below the finished Subgrade elevation.

Remove hazardous objects and debris from the project. Backfill and compact stump holes and other holes in accordance with Section 203.3.4, “Embankments.” Remove low-hanging branches from trees or shrubs not designated for removal in accordance with the clearing limits shown on the plans. Trim overhanging tree branches to provide a clearance 10 ft above the trail surface. All cuts should be made as close as possible with less than ¼ inch above the main branch or trunk. All cuts should be cleanly executed with little to no ragged edges or tearing. All tools and equipment should be in good general condition, clean, and free of disease and pests.

201.3.2 Scalping

Scalp before excavation or placement of Embankment. Remove organic material under pipe Culvert bedding, regardless of Embankment height.

**SECTION 201
CLEARING AND GRUBBING**

201.3.3 Relocation and Disposal of Material

Materials from removed trees, shrubs and limbs within the project area shall be used to close existing social trails and/or restore existing disturbed areas. All material under four (4) inches in diameter from trees, trimmed limbs, dead, or dead standing trees within the project area (including those trees specifically designated on the plan to be relocated) shall be “lopped and scattered” and shall be located as shown in the plans or as otherwise directed by the Project Manager. This material shall be placed to provide a natural appearance and to maximize it’s intended effect of providing a physical and visual obstruction in areas to be closed or restored. All roots and removed materials over four (4) inches in diameter shall be mulched and spread to a depth not to exceed four (4) inches; or removed from the site; or otherwise legally disposed off site as approved by the Project Manager.

201.4 METHOD OF MEASUREMENT—Vacant

201.5 BASIS OF PAYMENT

Pay Item

Pay Unit

Clearing and Grubbing

Lump Sum

201.5.1 Work Included in Payment

The cost involved in obtaining offsite disposal locations and in making the disposal will be considered incidental to the completion of the work and no measurement or direct payment will be made therefore. The Lop and Scatter placement of removed trees or dead trees for existing trail closure and/or site restoration as shown in the plans or otherwise directed shall be considered incidental to the cost of Clearing and Grubbing.

SECTION 207

SUBGRADE PREPARATION AND TRAIL TYPICAL SECTIONS

Delete the entire Section 207 and substitute the following:

207.1 DESCRIPTION

This Work consists of excavating, grading, compacting and finishing the Subgrade beneath trail surfacing materials.

207.2 MATERIALS—Vacant

207.3 CONSTRUCTION REQUIREMENTS

Excavate as needed in accordance with Section 203 and as shown in the plans. The Contractor is expected to adjust grades as needed to provide the approximate cross section as shown in the plans (at-grade section, balanced cut/fill section, full cut section, full fill section, etc.) and meet the maximum longitudinal grade requirements while also providing positive drainage away from the trail.

All organic materials shall be removed from beneath the trail tread. This material can be used in the sideslopes or to fill areas identified in the plans for restoration.

Scarify and compact the top 6 in of the trail to 95% of maximum density.

Ensure the soil moisture content (at the time of compaction) is from optimum to optimum minus 5%, in accordance with AASHTO T 180, Method D (TTCP Modified) and AASHTO T 224. For soils with a PI of 15 or greater, ensure the moisture content of the soil at the time of compaction is from optimum moisture to 4 percentage points greater than the optimum level.

Determine densities in accordance with AASHTO T 180, Method D (TTCP Modified) and conduct field density tests at locations according to minimum testing requirements, in accordance with AASHTO T 310, or by other Department-approved methods.

Bases shall be prepared and proof-rolled in accordance with Section 303.

Grading required for Drainage Features shall be performed according to the plan details in the locations shown in the plans. The contractor will be expected to make minor adjustments to the location and or grading of the drainage features to assure positive drainage away from the trail.

Seeding of disturbed areas adjacent to the trail shall be seeded in accordance with Section 632.

207.3.1 Tolerances

Ensure the top surface elevation of the finished grade does not vary more than 0.050 ft above or below the specified elevation. The surface shall not vary by more than ½" when measured with an 8' straight edge applied parallel or at right angles to the center-line except as shown in the plans and details for Drainage Features.

SECTION 207
SUBGRADE PREPARATION AND TRAIL TYPICAL SECTIONS

207.4 METHOD OF MEASUREMENT—Vacant

207.5 BASIS OF PAYMENT

<u>Pay Item</u>	<u>Pay Unit</u>
Typical Section (Type)	Linear Foot
Drainage Features	Each

207.5.1 Work Included in Payment

No payment will be made for rehandling or reworking material to meet moisture and density requirements.

Trail Typical Section (Type) shall include all excavation and embankment (including grading for drainage swales where shown on the plans) compaction, and base preparation. Riprap shown beneath the trail surface shall be included in the cost. Rock lining for swales, where called for in the plans, will be paid for separately. Trail surfacing material and final surface preparation will be paid for separately.

Drainage Feature (Each) includes the cost of additional grading and workmanship required to form the drainage feature. Compaction and base preparation is paid for as Trail Typical Section (Type). (Drainage Feature areas are included in the plan quantities for Trail Typical Section (Type). Riprap at drainage features, where called for in the plans, will be paid for separately.

SECTION 303
BASE COURSE AND CRUSHER FINES

Delete the entire Section 303 and substitute the following:

303.1 DESCRIPTION

This Work consists of providing, hauling, and placing Base Course and Crusher Fines.

303.1.1 Stockpiling

This Work consists of providing, hauling, and stockpiling Base Course and Crusher Fines at specified locations.

303.1.2 Removing, Processing, and Placing Base Course

This Work consists of removing, hauling, processing, placing Base Course Material and Crusher Fines.

303.2 MATERIALS

303.2.1 General

The color of the Base Course and Crusher Fines material shall be brown, similar in color to existing soils at the site. Base Course does not contain organic matter or other Deleterious Materials, including silt and clay balls.

The following gradations requirements apply to aggregate Materials:

Table 303.2.1:1
Base Course Gradation

Sieve size	% passing
1 in	100
3/4 in	80–100
No. 4	30–60
No. 10	20–45
No. 200	3.0–12.0

Use the gradation, as shown in Table 303.2.1:1, “Base Course Gradation,” unless otherwise specified.

Table 303.2.1:2
Crusher Fines Gradation

Sieve size	% passing
3/8 in	100
No. 4	70–90
No. 10	50–80
No. 40	25–50
No. 200	5–15

SECTION 303 BASE COURSE AND CRUSHER FINES

Use the gradation, as shown in Table 303.2.1:2, “Crusher Fines Gradation,” unless otherwise specified.

Ensure that at least 50% of the Materials retained on the No. 4 sieve have at least two Fractured Faces (FF) when evaluated by NMDOT Method FF-1, *Fractured Face Determination for Coarse Aggregate*. Provide Base Course with a maximum LL of 26, and a maximum PI of 7.

303.2.2 Aggregate Acceptance

The Department will accept Base Course based on periodic random samples taken by the Contractor from the trail in accordance with Section 901, “Quality Control/Quality Assurance (QC/QA).”

303.3 CONSTRUCTION REQUIREMENTS

303.3.1 Preparation of Subgrade

Clean the Subgrade of loose and Deleterious Material. Ensure that the top 6 in of the trailbed meets the density requirements of Section 207, “Subgrade Preparation.” Proof-roll the Subgrade with a 27 ton roller or alternate Equipment as approved by the Project Manager to expose and correct soft areas.

303.3.2 Mixing and Placing

Mix the Base Course Material or Crusher Fines Material to a homogenous mixture. Place maximum 6 in (compacted) lifts, unless specified otherwise. Do not place on frozen Subgrade. Use AASHTO T 180, Method D (TTCP Modified) to determine density requirements. Use nuclear testing methods to determine densities in accordance with AASHTO T 310. Correct nuclear moisture contents for residual hydrocarbons before computing in-place dry densities when using RAP.

303.3.3 Surface Tolerance

The Department will allow a surface tolerance of 1/2 in within 8 ft. If the depth is deficient, the Project Manager can accept the Work and reduce the Contractor's payment, or reject the Work with subsequent replacement by the Contractor.

303.3.4 Plan Base Course and Subbase Depths

If the placed thickness deviates from the requirements by more than minus 1/2 in, the Project Manager may:

1. Accept and approve the payment for the measured quantity only; or
2. Accept the in-place layer of Base Course Material along with another layer of Base Course Material up to the specified thickness.

**SECTION 303
BASE COURSE AND CRUSHER FINES**

303.3.5 Stockpiled Base Course

Prevent segregation of Materials at each stockpile. Maintain each stockpile in accordance with Section 423.2.2.3, "Stockpiling."

303.3.6 Sampling and Testing

303.3.6.1 Contractor Quality Control

Sample the stockpiled Material and conduct gradation testing, FF, LL, and PI testing in accordance with applicable AASHTO test procedures in accordance with Section 901. A minimum of one test shall be done for every 500 tons of material to be placed. Test results shall be provided to the project manager for approval prior to placing the material.

303.3 METHOD OF MEASUREMENT

Payment will be made based upon the actual area of Base Course or Crusher Fines placed and accepted.

303.3.1 Stockpiling

See Section 303.1.1, "Stockpiling."

303.5 BASIS OF PAYMENT

Pay Item

Pay Unit

Base Course 6 in Depth
Crusher Fines 6 in Depth

Square Yard
Square Yard

303.5.1 Work Included in Payment

Base Course 6 in Depth shall include all materials and workmanship. The cost of base course preparation shall be included in Typical Section (Type).

Base Course 6 in Depth (As Directed) shall include all materials and workmanship to replace crusher fines material, as shown in the plans, with Base Course 6 in Depth. This item is intended to allow the owner to identify, during construction, additional specific areas to be surfaced with base course material rather than Crusher Fines. Payment will be made based on the actual area of Base Course 6 in depth placed and accepted, as specifically directed by the owner or their assigned representative during construction.

Crusher Fines 6 in Depth shall include all materials and workmanship to place Crusher Fines 6 in Depth. Payment will be made based on the actual area of Crusher Fines 6 in depth placed and accepted.

SECTION 507 ROCK WALL

The following Section shall be added:

507.1 DESCRIPTION

This work will consists of furnishing and placing rock gravity walls in accordance with these Specifications and in conformity with the lines, grades, and dimensions as shown on the Plans or as established. The material for the rock and grout used and the construction of these walls shall be as specified herein.

The firm producing the gravity wall work of this section shall have 5 years experience in work of similar scope and nature to that specified. The proposed contractor must provide a minimum of 3 examples of similar work which are accessible to the owner for inspection.

507.2 MATERIALS

Materials shall meet the following requirements:

- (a) **Rock.** The rock used for the construction of the rock walls shall be locally available Moss Block Rock, generally reddish in color.
 - 1. Rock Retaining Walls, and Culvert Headwalls: The rocks for the construction of the Gravity Walls shall be well graded and vary in size from 6 inches to 24 inches. Control of gradation will be by visual inspection. However in the event the Project Manager determines rock to be unacceptable, the Project Manager will pick two (2) random truckloads to be dumped and checked for gradation. The Contractor at no additional cost shall provide mechanical equipment and labor needed to assist in checking gradation to the Owner.
- (b) **Grout.** *Provide Portland cement, aggregates and water for grout in accordance with Section 509.*

507.3 CONSTRUCTION REQUIREMENTS

Construction Requirements for Rock Walls shall be as follows:

- 1. The rock for the Gravity Walls shall be placed tightly, without obvious grout on the outside face of the rock wall. Rocks should be hand shaped as needed to provide a maximum gap between rocks of 1/2 inch. All exposed rocks in the final wall configuration must have at least have the dimension of one side greater than 8 inches and no side less than 4 inches. Chinking gaps with small rocks (under 4 inches) will not be allowed.
- 2. Subgrade under walls shall be compacted to 95% of maximum density determined in accordance with AASHTO T180, with a minimum bearing capacity of 2000 psf.

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SECTION 507
ROCK WALL

1. The rock walls shall be constructed to the dimensions and in the locations shown on the drawings. The walls shall be constructed with a 1 horizontal to 4 vertical batter on the front and back face, with a minimum width of 1 foot at the top of the wall.
2. The stone for the wall shall be laid to form substantial masonry presenting a neat, finished appearance. Headers shall hold the heart of the wall to the face. Headers shall occupy at least 20% of the area and they shall be evenly distributed. The length of stretchers shall not exceed three times their rise. Face stones shall be laid to break joint so that each rock laid rests on two beneath it. Spalls and pinners will not be allowed in the face and shall be used in the backing only where necessary.
3. Joints between rocks shall be staggered. There shall be no continuous vertical or horizontal seams.
4. All face stones shall be pitched to a string line on straight walls or laid to batter stakes for curved walls. The batter shall be consistent with respect to all parts of the wall and shall meet the minimum requirements set forth in the detail. The degree of roughness on the exposed face shall be measured with a six-foot straight edge supported between adjacent projections on the stone face. Variations in the face in excess of 2 inches, measured from the straight edge to the extreme depression in the stone will not be permitted. Rear faces shall present approximately plane surfaces and shall in general conform to the detail.
5. The top course of rock shall be grouted in place.
6. Prior to placing the grout, any type of debris, fines, smaller rock or silt shall be removed from around the rocks. Dewatering shall be implemented to guarantee that the grout will not be placed in water and the area will remain dewatered for a period of ten (10) hours after the grout has been placed. The surface of the rocks receiving grout shall be wet at all times prior to receiving grout.
7. Clean and wash any spillage before the grout sets on the outside face and top of walls. The visual surfaces of the rocks will be free of grout to provide a clean natural appearance. If washing does not clean off grout residue, the Contractor shall wash off any grout residue with muretic acid and water, using a brush to scrub off the residue.
8. The underdrain system, as shown on the drawings, will not be paid for separately but is included in the work.
9. Examine the substrates, adjoining construction and the conditions under which the work is to be installed. Do not proceed with the work until unsatisfactory conditions have been corrected.
10. Verify dimensions before proceeding with the work. Obtain field measurements for work required to be accurately fitted to other construction. Be responsible for the accuracy of such measurements and precise fitting and assembly of finished work.

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SECTION 507
ROCK WALL

11. Job Mock-up: Prior to the construction of any rock walls, the Contractor, or Subcontractor who is constructing the walls for the Contractor, shall show the Project Manager, an example of similar rock walls that they had constructed previously. After acceptance of this previous work, the Contractor or Subcontractor shall construct approximately 40 square feet of rock wall as shown on the drawings for approval by the Project Manager. If the construction is approved, the Contractor or Subcontractor shall construct the remainder of the rock walls as approved. If the construction is not approved, the Contractor shall make any changes required by the Owner and Engineer to obtain approval, and construct the remainder of the walls as approved.

507.4 METHOD OF MEASUREMENT

Rock Retaining Walls will be measured by the actual square foot of vertical face installed.

Rock Headwalls will be measured by the actual number of headwalls installed.

507.5 BASIS OF PAYMENT

The unit price of Gravity Wall shall be compensation for complete installation including but not limited to subgrade compaction, water, structure excavation and backfill, rock, grout, construction dewatering, delivery and installation.

Grout hot and cold weather operations shall be performed in accordance with Section 511 of the Standard Specifications. Hot and cold weather concreting will not be paid for separately, but shall be included in the work.

Payment will be made under:

Pay Item

Rock Retaining Wall
Rock Headwall

Pay Unit

Square Foot
Each

SECTION 570
PIPE CULVERTS

1. Subsection 570.2 MATERIALS: Delete the first paragraph and replace it with the following:

All pipe shall be Corrugated Metal Pipe in accordance with Section 570.2 of the Standard Specifications.

2. Subsection 570.5: Delete the last paragraph and replace it with the following:

Structure excavation, bedding material, and backfill will not be paid for separately but shall be included in the linear foot cost of the pipe.

Rock headwalls will be paid for separately according to section 507.

SECTION 602

SLOPE AND EROSION PROTECTION STRUCTURES

Delete the entire Section 602 and substitute the following:

602.1 DESCRIPTION

This Work consists of providing and placing riprap on the Embankment slopes and the sides and bottoms of channels, drain outlets, ditches, and other such locations.

602.2 MATERIALS

Riprap shall be brown or tan in color to generally match the tone of the existing site soils, not black, white or gray.

602.2.1 Rock

Riprap will be classified as shown below. Provide riprap with at least 80% of the stones meeting the specified size requirements. Use stones less than the minimum dimensions to fill voids.

<u>Class</u>	<u>Description</u>	<u>Min Dimension (In.)</u>
H	Rock Swales:	2 - 4
I	Non-Enclosed Riprap	4 – 8

602.2.2 Base Course

Provide Base Course shall be in accordance with Section 303 “Base Course”.

602.2.3 Geotextile

Provide geotextile (filter fabric) Class 1 as per section 604 “Soil and Drainage Geotextiles”

602.3 CONSTRUCTION REQUIREMENTS

602.3.1 General Placement Requirements

Place riprap stones forming a continuous blanket in accordance with the Contract. Place stones with the long axis parallel to the toe of the slope, with a stable bearing upon the underlying soil or stones.

Place large stones as close together as possible. Use smaller stones to fill the areas between the larger stones.

Ensure that the finished riprap surface varies no more than 3 in from the specified slope unless others-wise shown.

Unless otherwise specified, place the riprap foundation course in a trench excavated to 24 in below the toe of the slope of the Embankment or side of channel.

Place a layer of Class 1 geotextile filter fabric between the riprap and the backfill Material.

SECTION 602
SLOPE AND EROSION PROTECTION STRUCTURES

602.3.2 Placement of Geotextile

Place Class 1 non-woven geotextile (filter fabric) between the riprap or revetment mattresses and the supporting soil. Ensure that the fabric is in accordance with Section 604, "Soil and Drainage Geotextiles."

602.4 METHOD OF MEASUREMENT

The Department will measure *Riprap Class H* based on the specified thickness and accepted surface area.

602.5 BASIS OF PAYMENT

Pay Item	<u>Pay Unit</u>
Riprap Class H	Square Yard
Riprap Class I	Cubic Yard

602.5.1 Work Included in Payment

The following work and items will be considered as included in the payment for the main item(s) and will not be measured or paid for separately:

- Dewatering;
- Drainage geotextile(s).
- Base Course Material.

Excavation for placement of riprap will not be measured or paid for separately but shall be included in the work.

Riprap (Class) (As Directed) shall include all materials and workmanship to place additional riprap not shown in the plans, but specifically directed by the owner or their assigned representative during construction. This item is intended to allow the owner to identify, during construction, additional specific areas to receive slope protection treatments. This item includes removal of the site materials and placement of imported riprap material according to these specifications. Payment will be made based on the actual quantity of additional riprap placed and accepted, as specifically directed by the owner or their assigned representative during construction.

SECTION 607 FENCE

Delete the entire Section 607 and substitute the following:

607.1 DESCRIPTION

This Work consists of constructing fence and gates.

607.2 MATERIALS

607.2.1 Wire

Provide wire and wire components with at least a Class 1 zinc coating in accordance with ASTM A 121 or ASTM A 116, unless otherwise specified in the Contract. Instead of Class 1 coating, the Contractor may coat the wire with aluminum alloy covering at least 0.3 oz per square foot of wire surface.

Provide coated brace wire with a size of at least 12 ½ gauge; use for constructing line wire, end braces and intermediate braces with wood posts.

607.2.2 Post Fasteners

Provide coated staples with a diameter of at least 0.148 in and a length of at least 1 1/2 in; use for fastening fence wire to wood posts.

607.2.3 Spikes

Provide 60D galvanized common nails, use for fastening Fencing (Type 3).

607.2.4 Posts

Provide metal or wood corner, brace, intermediate brace gate, and line posts of the specified type, size, and length in accordance with the Contract.

607.2.5 Wood Posts

Provide wood posts cut from live cedar. Provide straight posts that are free of decay and other defects, trimmed smooth of knots and projections, and with both ends sawed off perpendicular to the centerline. Provide an average nominal diameter at the top of each post of at least 3 in. Ensure the diameter of corner, brace, intermediate brace, and gate posts is at least 6 in, measured 6 in below the top of the post.

The Contractor may provide line posts with a slight crook in one direction, but the post may not vary more than 1 1/2 in from a straight line connecting both ends of the post.

607.2.7 Fittings

Provide fittings, hardware, and appurtenances for fences and gates that are of commercial-quality steel, malleable iron, or wrought iron, and galvanized in accordance with ASTM A 153.

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SECTION 607
FENCE

607.2.8 Concrete

Provide concrete with a 28-day compressive strength of 3000 psi minimum. Quikcrete or other similar packaged, pre-blended concrete mixtures to be mixed at the site according to the manufacturer's directions may be used.

607.3 CONSTRUCTION REQUIREMENTS

607.3.1 General

Clear the fence lines of trees, bush, stumps, logs, weeds, existing fences, and other obstructions that may interfere with fence construction, unless the Project Manager requires certain trees to remain in place. Dispose of removed material in accordance with Section 201, "Clearing and Grubbing."

The Contractor is to embed gate posts in concrete and shall install temporary guys or bracing to hold the posts in position until the concrete sets. Unless otherwise specified, do not install Materials on posts and do not strain posts, braces, or anchors set in concrete until 7 Days after concrete placement, or until the concrete has reached a compressive strength of 2,500 psi, whichever occurs first. Crown the concrete at the top of the foundation to shed water.

Only cut the tops of posts as approved by the Project Manager. Repair of Damaged Coating on Pull Cables and Tension Wires.

Firmly attach wire and fencing to the posts and braces. Tightly stretch wire and install it at the required elevations. Place fence wire on the field side of the posts, except on the inside of curves.

At each location where an electric transmission, distribution, or secondary line crosses new fence, provide and install a ground connection in accordance with the NEC®. Build new fences adjacent to existing fence before removing existing fences. When removing and rebuilding fences, maintain the security of livestock and protect adjacent properties and the traveling public. Remove the existing fence or unused Materials and neatly roll it up in single strand rolls. Remove the fence posts without damaging them and place the posts with the rolls of wire within the Right of Way for property owners to salvage, unless otherwise directed by the Project Manager. If the property owners do not pick the fence up within the allotted time, dispose of the fence as directed by the Project Manager.

607.3.2 Wire Fence

Set posts plumb and in accordance with the Plans. The Contractor may drive metal line posts. Excavate for footings and anchors in accordance with the Plans or as directed by the Project Manager. Place post hole backfill in thin layers and compact each layer.

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SECTION 607
FENCE

607.3.2.1 Fence Tensioning

Stretch fence wire with a mechanical stretcher or other similar device. Do not allow the length between pull posts to exceed 300 ft.

607.3.2.2 Braces and Corner Posts

Place intermediate braces at equal intervals of not more than 300 ft or less and at every fence grade-change, such as edges of arroyos, bottoms and tops of hills, and as directed by the Project Manager. Maintain the required distance between the bottom wire and the ground. Space intermediate braces evenly between end braces and gateposts. Place end post and brace at end of fence segments. Stretch the wires and firmly attach them to the corner posts.

607.4 METHOD OF MEASUREMENT

The Department will measure fences and gates along the top from outside to outside of end posts for each continuous run of fence or gate.

607.5 BASIS OF PAYMENT

<u>Pay Item</u>	<u>Pay Unit</u>
Wire Fence	Linear Foot
Fence End Brace	Each
Buck and Pole Fence	Linear Foot

607.5.1 Work Included in Payment

The following work and items will be considered as included in the payment for the main item(s) and will not be measured or paid for separately: clearing and grubbing, grading, excavation, backfill, disposal of surplus material, concrete, fasteners, galvanizing, coating repairs and all additional bracing required for grade changes.

Buck and Pole Fence (As Directed) shall include all materials and workmanship to place additional buck and pole fence not shown in the plans, but specifically directed by the owner or their assigned representative during construction. This item is intended to allow the owner to identify, during construction, additional fence locations. Payment will be made based on the actual quantity of additional fence placed and accepted, as specifically directed by the owner or their assigned representative during construction.

SECTION 632 SEEDING

Delete the entire Section 632 and substitute the following:

NATIVE GRASS SEEDING

PART 1 - GENERAL

1.01 SCOPE

- A. Furnish all labor, materials, and equipment necessary for preparation of seedbed, installation of seed, hydro-mulching and tackifying, and related work specified herein.

1.02 APPLICABLE STANDARDS

- A. All native grass seed shall be certified by state of origin. The certification authority for the state of New Mexico is the New Mexico Crop Improvement Association.

1.03 QUALIFICATIONS

- A. All work specified herein shall be performed by a licensed landscape contractor experienced with the type and scale of work required, which includes hydro-mulching, and having equipment and personnel adequate to perform the work satisfactorily.
- B. Contractors may submit alternate but equal seeding specifications to the client and Landscape Architect for written approval for use in substitution of these specifications.

1.04 COORDINATION

- A. Determine the acceptability of subgrade preparation prior to the start of native grass seeding operations. Protect all existing items to remain and new work of other trades to ensure proper timing of each phase of work.

1.05 SUBMITTALS

- A. Proposed source of all native grass and shrub seed which shall indicate the location from which the seed was harvested.
- B. Sources of supply for hydromulch, tackifier and fertilizer.
- C. Seed bag tags and weights per bag and copies of invoices identified by project name.

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SECTION 632
SEEDING

1.06 MAINTENANCE AND GUARANTEE

- A. The work included in this section is intended to cover performance only during construction period with no guarantee or maintenance after project is completed.

PART 2 - MATERIALS

2.01 SEED

- A. The seed mix shall be a mixture of the Dryland Blend (30 lbs per acre) and the High Plains Mix (3 lbs per acre), available from Plants of the Southwest (www.plantsofthesouthwest.com) or approved equals. The seed mixtures shall be blended at the nursery.
- B. Contractor shall furnish certification showing origin of all seed and pure live seed (P.L.S.) content as determined by a certified authority. Pure live seed shall be the product of percent purity times percent germination. Each bag of seed shall be tagged and sealed by the seed dealer in accordance with the State Department of Agriculture or other local certification authority within the state of origin. The tag or label shall indicate analysis of seed and date of analysis, which shall not be more than 9 months prior to delivery date. Seed may be premixed by the seed dealer and appropriate data indicated on the bag label for each variety.
- C. The seed mix shall be as noted on the plans.

2.02 MULCH AND TACKIFIER

- A. The mulch shall include a colloidal polysaccharide or grain starch tackifier. This tackifier shall be adhered to the fibers, during manufacturing, to prevent separation during shipment and to avoid chemical agglomeration during mixing in the hydraulic mulching equipment. The tackifier shall be homogeneous within the unit package. It shall have no growth or germination inhibiting factors and be nontoxic.
- B. The mulch material shall consist of virgin wood fibers manufactured expressly from whole wood chips. The chips shall be processed in such a manner as to contain no growth or germination inhibiting factors. Fiber shall not be produced from recycled material such as sawdust, paper, cardboard, or residue from pulp and paper plants.
- C. The wood cellulose fibers of the mulch must maintain uniform suspension in water under agitation. Upon application, the mulch material shall form a blotter-like mat covering the ground. This mat shall have the characteristics of moisture absorption, percolation and shall cover and hold grass seed in contact with the soil.

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SEEDING

- D. The wood fiber mulch shall conform to the following specifications:
- Percent moisture content: 10.0% +/- 3.0%
 - Percent organic matter: 96.2% +/- .8% O.D. Basis
 - Percent tackifier: 3.0% +/- 0.5% O.D. Basis
 - Percent ash content: 0.8% +/- 0.2% O.D. Basis
 - pH: 4.8% +/- 0.5%
 - Water holding capacity (minimum) 1,000 grams water/100 grams fiber.
- E. The rate of application of the mulch/tackifier on this project shall be 4,000 lbs. per acre.

2.03 SOIL RETENTION BLANKET

- A. Slopes steeper than 3:1 shall be covered with soil retention blanket according to Section 603.2.3.2 as shown in the plans.

2.04 FERTILIZER

- A. Shall be as noted on the Drawings, or Gro Power Plus (www.gropower.com) applied as per manufacturer's recommendation if not noted on plans.

PART 3 - EXECUTION

3.01 SOIL PREPARATION

- A. Areas for seeding shall be cleared of all debris. Acceptability of the grades shall be determined by the contractor prior to seed bed preparation.
- B. The seed bed shall be prepared to a maximum depth of 4 inches by tilling with a rotovator or disc. All competitive vegetation, with the exception of existing shrub material (including Chamisa, 4-Wing Salt Bush, and others) shall be uprooted during seed bed preparation and the soil shall be uniformly worked to a smooth surface free of clods, large stones of over 3 inches in any dimension, or other foreign material that would interfere with the seeding operations.
- C. Tilling will not be required on ground which in the opinion of the Landscape Architect is already loose to a depth of 2 inches or more which has undergone re-grading and fill. All newly cut slopes will require tilling.
- D. Tilling must be performed across the slope when practical and shall be performed in two directions whenever one is insufficient to adequately break up the soil in the Project Manager's opinion. Tilling shall not occur when the wind is over 10 mph and is causing a dust problem to adjoining areas.

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SEEDING

- E. Leave surface roughed state. Do not rake smooth
- F. The extent of seed bed preparation shall not exceed the area on which the entire seeding operation can be accomplished within a 24 hour period.

3.02 SEEDING

- A. Seed shall be applied by hand, rotary seed spreader, or hydro seeding without mulch.
- B. If by hand: spread seed by mixing with small amounts of
 1. Sand or clean soil for even distribution
 2. Spread evenly at rate per acre. Cross entire area in two directions perpendicular each other.
- C. If by rotary seed spreader:
 1. Spread seed using spreader. Cross over in two directions perpendicular to each other.
- D. If by hydroseed:
 1. Spray using lowest pressure practical
 2. Spray area in two directions approximately perpendicular to each other.

3.03 RAKING - CHAINING

- A. Lightly rake over small areas to cover spread seed approximately ½”
- B. Chain over large areas to cover seed approximately ½”

3.04 FERTILIZATION

- A. Fertilizer of the type and formulation and rate of application as designated shall be applied uniformly to the prepared seed bed.

3.05 MAINTENANCE

- A. Contractor shall keep all native grass areas free of weeds until acceptance by the Project Manager.

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SEEDING

3.06 CLEANUP AND PROTECTION

- A. During the work, keep trail clear and work areas in orderly condition.
- B. Protect work and materials from damage due to seeding operations, operations by other contractors and trades and trespassers. Maintain protection during installation and maintenance periods. Treat, repair or replace damaged work as directed.

3.07 INSPECTION AND ACCEPTANCE

- A. When work is completed including maintenance, Project Manager upon request, will make an inspection to determine acceptability.
- B. Where inspected seeding work does not comply with requirements, replace rejected work and continue specified maintenance until re-inspected by Architect and found to be acceptable.
- C. Final acceptance shall be granted when the seeding area is at least 70% covered with living vegetation.
- D. Seeding areas that have not germinated after season shall have seed and mulch reapplied at no additional cost to the project.

SECTION 701 TRAIL SIGNS AND SIGN STRUCTURES

701.1 DESCRIPTION

This Work consists of providing and installing trail signs in accordance with the *MUTCD*.

701.2 MATERIALS

701.2.1 General

Provide Materials manufactured in accordance with the requirements of ASTM D 4956, current version.

701.2.2 Sign Components

701.2.2.1 Retroreflective Sheeting

Use retroreflective sheeting Scotchlite TM Sheeting 680 -10 or approved substitute from the Department's *Approved Products List*. Provide certification that sheeting is in accordance with ASTM D 4956, current version. Provide sheeting that has a smooth, flat exterior film with retroreflective elements homogeneous in appearance, weather resistant, and with a protected, pre-coated adhesive backing.

701.2.2.2 Vinyl Film

Use vinyl film premium grade film for exterior applications. Submit certification that sheeting is in accordance with ASTM D 4956, current version. Provide sheeting that has a smooth, flat exterior film homogeneous in appearance, weather resistant, and with a protected, pre-coated adhesive backing.

701.2.2.3 Color

Use a sign face color in accordance with ASTM D 4956, current version, and as per sign details.

701.2.2.4 Aluminum Panel Signs

Use 0.08 in minimum thickness 6061-T6 or 5052-H38 aluminum alloy for signs 24 in wide or less. Use 1/8 in minimum thickness 6061-T6 or 5052-H38 aluminum alloy for signs wider than 24 in.

Provide aluminum panel signs with smooth edges and corners.

701.2.2.5 Aluminum Composite Panel Signs

Use 3-millimeter thick minimum rigid aluminum composite panel of a thermoplastic core sandwiched between two aluminum sheets formed in a continuous process with no applied glues or adhesives; dibond or approved equal.

Provide aluminum composite panel signs with smooth edges and corners.

SECTION 701 TRAIL SIGNS AND SIGN STRUCTURES

701.2.2.6 Steel Panel Signs

Use 0.125 in minimum thickness steel panel Hot Roll A606/A588A "Weathering Steel" (COR-TEN Equivalent) for weathered steel panels. Graphics to be waterjet-cut into steel plate, or as designated per drawings. Mount to frame with hidden pins or pre-threaded stud mounts.

Use 0.0625 in minimum thickness steel panel for colored back panel sign components. The flatness tolerance for an installed panel is 1/32 inch per foot of length and 0.004 inch per inch of width.

Provide steel panel signs with smooth edges and corners.

701.2.2.7 Corners

For exposed edge sign panels (those not placed in frames), cut corner radii in accordance with the FHWA Standard Highway Signs manual.

701.2.2.8 Aluminum Sign Substrate

Prepare aluminum sign substrate for retroreflective or vinyl sheeting as specified by the sheeting material manufacturer. Apply sheeting, legend, and clear coat in accordance with the manufacturer's recommendations. Keep a copy of the manufacturer's recommendations on file as specified in Section 701.2.1.1, "Sign Manufacturer's Quality Control." Drill a hole in the aluminum sign panel to receive tamper proof hardware. Remove or file burs from drilling holes in the material.

701.2.3.1 Digitally Printed Signs

Signs manufactured using digital printing process with a protective overlay film to produce all or part of the image shall conform to all other requirements of Section 701.

For panel signs, all or part of the image shall be printed on the required sheeting which then shall be laminated to the aluminum sign panel.

701.2.3.2 Outdoor Weathering of Digitally Printed Signs

Inks applied using digital printing processes with a protective overlay film shall produce standard colors to match designated project color specifications and have outdoor weathering properties equal to that of the base reflective sheeting. Additional UV protection coatings shall be applied as per drawings.

701.2.4.1 Steel Posts / Frame Components

Provide Steel Members Fabricated from Plate or Bar Stock: ASTM A 529/A 529M or ASTM A 572/A572M, 42,000-psi (290-MPa) minimum yield strength.

For steel exposed to view on completion, provide materials having flat, smooth surfaces without blemishes. Do not use materials whose surfaces exhibit pitting, seam marks, roller marks, rolled trade names, or roughness.

SECTION 701 TRAIL SIGNS AND SIGN STRUCTURES

Install posts in accordance with NCHRP Report 350 criteria for single and multiple-post installations, and as per recommendations of the Structural Engineer according to withstand area wind loads. Supply Certificates of Compliance to the Project Manager.

701.2.4.2 Wood Posts

Provide Western Red Cedar wood posts, rough sawn four sides, grade C + Better Clear with smooth surfaced tops.

701.2.4.3 Post Assembly Hardware

Weld steel frame components and grind welds smooth.

Use post assembly hardware not visible from view that is:

1. Hot dipped galvanized or cadmium plated in accordance with ASTM B766-86;
2. Stainless steel; or
3. Mechanically galvanized in accordance with ASTM B545 (Class Fe/Sn 20).

701.2.4.4 Fasteners

Use size M8 tamper-proof carriage bolts to attach signs in locations where visible mounting is called for that are:

1. Hot dipped galvanized, or cadmium plated in accordance with ASTM B766-86;
2. Stainless steel; or
3. Mechanically galvanized in accordance with ASTM B 545 (Class Fe/Sn 20).

The Contractor may use rivets to attach signs. Follow manufacturer's recommendations for installation procedures.

Use size M8 tamper-proof nuts fabricated from C 1008 hot rolled steel, case hardened to R55-60, and plated with zinc yellow dichromate, from 0.002 in to 0.005 in thick.

701.2.5 Fabrication

701.2.5.1 Material Submittals & Review

Submit color and finish samples of each type of material used on signs for approval before fabrication.

1. Supply actual materials in the colors which will be used for the Work for review. Minimum size shall be 6" x 6", unless larger or smaller sizes are applicable to the material that the sample represents.

SECTION 701 TRAIL SIGNS AND SIGN STRUCTURES

2. Submit two (2) of each sample. One sample will be returned to the Contractor. Contractor shall keep samples on file at the site to be used as control references for judging acceptability of the Work.

701.2.5.2 Shop Drawing Submittals & Review

Submit detailed sign shop drawings for approval before fabrication.

The Project Manager will review sign shop drawings. Do not erect the signs until obtaining approval. Prepare accurately and of sufficient scale to show all aspects of the item or assembly including its method of attachment and relationship to adjoining Work. Shop Drawings are to be specifically prepared for the Work and shall not be reproductions of the Contract Documents. Submittals prepared from a reproduction of the Contract Documents will be returned without action. Shop Drawings may show minor variations from Contract Documents due to standard shop practice, field conditions or for other reasons which do not affect the Contract amount. If artwork is provided on disk, must be in Macintosh format in either Adobe Illustrator or PDF format.

1. Indicate materials, dimensions, thicknesses, connections, weights, clearances, and all other pertinent data and information.
2. Show sign mounting heights, locations of supplementary supports to be provided by others, and accessories.
3. Provide message list, typestyles, graphic elements, including tactile characters and Braille, and layout for each sign.
4. For sign types requiring interior reinforcement, show internal structure, mounting poles and base details.
5. For sign types requiring electrical connections, indicate power, signal and control wiring details.
6. Do not make changes in visual elements without Designer's prior review and written approval.
7. Should the Fabricator find ambiguities, inconsistencies or errors in the Drawings or Specifications, or should they be in doubt as to their meaning, the Designer shall be notified at once, in writing, so the designer may provide clarification.

701.2.5.3 Graphics / Artwork Submittals & Review

Submit graphics / artwork proofs for all sign types for approval before fabrication. Submit full-size artwork or high quality photocopies or prints of graphics / artwork. If copies are submitted, they shall be suitable for judging sharpness of art and alignment. If artwork is provided on disk, must be in Macintosh format in either Adobe Illustrator or PDF files.

SECTION 701 TRAIL SIGNS AND SIGN STRUCTURES

701.2.5.4 Product Data Submittals & Review

Submit original manufacturer's Product Data including brochures or standard catalog items. Clearly indicate item or model, space requirements, weights, sizes, dimensions, performance characteristics, capacities, wiring diagrams, controls, accessories and other pertinent data.

701.2.5.5 General Fabrication Requirements

Work shall be assembled in the shop, insofar as practicable, ready for installation at the site. Work that cannot be shop assembled shall be given a trial fit in the shop to ensure proper field assembly.

1. Holes for bolts and screws shall be drilled or punched. Drilling and punching shall produce clean, true lines and surfaces.
2. Mill joints to tight, hairline fit. Form joints exposed to weather to exclude water penetration.
3. Weld to or on structural steel in accordance with AWS D1.1. Welding shall be continuous along the entire area of contact. Exposed welds shall be ground smooth.
4. Exposed surfaces of work shall have a smooth finish and exposed riveting shall be flush.
5. Fastenings shall be concealed where practicable, otherwise locate fasteners where they will be inconspicuous.
6. Items specified to be galvanized shall be by hot dip process after fabrication if practicable. Galvanization shall be in accordance with ASTM A 123 and ASTM A 525, as applicable. Joints exposed to the weather shall be formed to exclude water.
7. Drainage and weep holes shall be included as required to prevent condensation buildup.

Provide signs as indicated in Sign Schedule. Fabricate in accordance with reviewed Shop Drawings. Signs and components shall be complete and free from visual and mechanical defects.

Letter and sign fabrication shall be a complete system including stiffeners, fasteners, welding, sealants, jointing, miscellaneous pieces and material thickness. Connections, angles, shapes and details shown are diagrammatic in nature and are to be sized, reinforced and detailed by fabricator.

No fabrication materials or procedures shall be used that will in any way change visual quality or in any manner have an adverse effect on existing materials or surfaces.

In fabrication of metal pans in sign structures or individual letters "oil canning" surface appearance will not be acceptable.

SECTION 701 TRAIL SIGNS AND SIGN STRUCTURES

Prime concealed aluminum surfaces in contact with masonry, concrete or plaster with even coat of alkali resistant asphaltum base paint.

Aluminum Panel Fabrication: Fabricate sign panels as detailed, minimum .080 thickness unless noted otherwise, with corners neatly formed, edges smooth and free of sharp or other injurious surface. Exterior edges are to appear seamless and have continuous welds.

Grind welds smooth and fill prior to priming and finish painting. Sand exposed surfaces smooth and chemically treat with alidine to seal aluminum. Shop prime surface per paint manufacturer's recommendation. Apply manufacturer's recommended thickness of polyurethane enamel.

Dissimilar Materials: Where dissimilar metals are in contact, or where aluminum is in contact with concrete, mortar, or absorptive materials subject to wetting, the surfaces shall be protected with a coat of asphalt varnish or a coat of zinc molybdate primer to prevent galvanic or corrosive action.

Shop Painting: Surfaces of miscellaneous metal work, except nonferrous metal, corrosion resisting steel, and zinc coated work, shall be given one coat of zinc molybdate primer, or an approved rust resisting treatment and metallic primer in accordance with manufacturer's standard practice. Do not paint surfaces of items to be embedded in concrete. Upon completion of work, thoroughly recoat all damaged surfaces.

701.2.5.6 Welding

Weld with correct type of weld to minimize permanent distortions of flat surfaces. Welding flux, oxides, and discoloration shall be removed by pickling or grinding, so that these areas match finish on adjacent areas. Any damage caused by fabrication must be repaired by grinding, polishing, or buffing. All welds to be ground smooth as possible.

701.2.5.7 Fasteners

On sign-face surface fastening of sign panels shall not be exposed unless noted in drawings. Signface surfaces shall not be penetrated during fabrication or installation of signs. Sign-face surfaces shall not be deformed, distorted or discolored by attachment of concealed fasteners. Use 300 Series non-magnetic stainless steel fasteners with finish of system if fasteners are visible. Provide cadmium plated steel or equivalent when fasteners are used for steel to steel and steel to masonry construction. Miscellaneous fastening devices, and internal components shall be of aluminum, stainless steel, or zinc plated steel in accordance with ASTM A-164.

1. Exposed fasteners to be painted to match surrounding surfaces.

Adhesives: In accordance with recommendations made by manufacturer of material to be laminated or adhered. Adhesives that fade, discolor, or delaminate as a result of ultraviolet light or heat shall not be used. Adhesives shall be of non-staining and non-yellowing quality. Visible joints shall be free from air bubbles and other defects.

SECTION 701 TRAIL SIGNS AND SIGN STRUCTURES

1. Silicone Adhesives: Ready to use, high performance adhesive. General Electric GC 1200 sealant, translucent SCS 1201 or equal as recommended by manufacturer for bonding condition.

Anchors and Inserts: Provide nonferrous-metal or hot-dip galvanized anchors and inserts as required for corrosion resistance. Use toothed steel or lead expansion-bolt devices for drilled-in-place anchors. Furnish inserts, as required, to be set into concrete or masonry work.

701.2.5.8 Finishes General

Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

Aluminum Finishes:

1. Organic Coating: Thermosetting, modified-acrylic enamel primer/topcoat system complying with AAMA 2603 except with a minimum dry film thickness of 1.5 mils (0.04 mm), medium gloss.

Steel Finishes:

1. Surface Preparation: Remove mill scale and rust, if present, from uncoated steel, complying with SSPC-SP 5/NACE No. 1, "White Metal Blast Cleaning," or SSPC-SP 8, "Pickling."
2. Exposed steel to allow to rust.
3. Powdercoat clear or apply Matthews Acrylic Polyurethane Clearcoat, matte finish. See drawings for weathered steel finish.

701.2.5.9 Fabrication Requirements for Contact Surfaces

Use galvanized or stainless steel for surfaces in contact with aluminum.

Coat aluminum surfaces in contact with concrete or earth with an alkali resistant asphalt paint in accordance with manufacturers recommendation.

**SECTION 701
TRAIL SIGNS AND SIGN STRUCTURES**

701.3.1 General Installation

701.3.2 Installation Requirements

Compact sign Structure footing foundations and backfill to 95% of maximum density as determined by AASHTO T 99.

Set posts plumb. Ensure that the mounting faces of multiple sign posts lie in the same plane. Securely mount signage in accordance with manufacturer's recommendations and as indicated, set plumb, level and true to line, and at proper height, without warp or rack.

701.3.3 Sign Installation

Notify the Project Manager two weeks before placing all signs; the project manager will mark the sign locations in the field.

Inspect signs for evidence of damage at site prior to installation. Retain protective coverings intact and remove simultaneously from similarly finished items to preclude non-uniform oxidation and discoloration. Restore protective coverings which have been damaged during shipment or installation of Work. Remove protective coverings only when there is no possibility of damage.

Neatly repair minor blemishes or marring on finished surfaces so that repairs are imperceptible. Completely replace components having permanent non-removable scratches, stains, or other defacement.

Upon completion of the Work, remove unused materials, debris, containers and equipment from the project site. Remove protective coverings and clean the exposed surfaces of the Work to remove dirt, stains and other substances, by methods as recommended by manufacture.

701.4 METHOD OF MEASUREMENT - Vacant

701.5 BASIS OF PAYMENT

<u>Pay Item</u>	<u>Pay Unit</u>
Panels Signs	Square Foot
Timber Post	Linear Foot
Mile Marker Signs	Each
Highway Directional Signs	Square Foot
Steel Post & Base Post for Aluminum for Sign Panel	Linear Foot
Vehicular Monument Sign	Each

**SECTION 701
TRAIL SIGNS AND SIGN STRUCTURES**

701.5.1 Work Included in Payment

The following work and items will be considered as included in the payment for the main items and will not be measured or paid for separately:

- A. Hardware;
- B. Excavation, backfill, and compaction for sign installation and/or removal;
- C. All specialty trail signs will include both the sign panel(s) and the post(s).

**END OF REQUIRED DOCUMENTS
FOR BID SUBMITTAL**

SAMPLE CONSTRUCTION CONTRACT

**AGREEMENT BETWEEN SANTA FE COUNTY AND CONTRACTOR
FOR CONSTRUCTION SERVICES FOR BID NAME**



**SANTA FE COUNTY
PURCHASING DIVISION
2014 EDITION**

[Changes, additions, deletions and/or any modifications other than those agreed upon by the parties upon execution of this contract, without the written consent of Santa Fe County shall render this document null and void.]

Hereafter “County”:

Gregory S. Shaffer, County Manager
Santa Fe County
PO Box 276
Santa Fe, New Mexico 87504-0276
TELEPHONE: 505-986-6200
FAX: 505-995-2740

Hereafter “Contractor”:

TELEPHONE: _____
E-MAIL ADDRESS: _____

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RECITALS

WHEREAS, in accordance with Section 13-1-103 through Section 13-1-110 NMSA 1978, the County issued Invitation for Bid (IFB) No. for construction services for the ; and

WHEREAS, the Contractor submitted its bid, in response to IFB No.
; and

WHEREAS, the County is authorized to enter into a contract for the Project pursuant to Sections 13-1-100, NMSA 1978; and

WHEREAS, the Contractor hereby represents that it is a licensed contractor of the State of New Mexico pursuant to Chapter 60, Article 13 NMSA 1978; and

WHEREAS, the Owner agrees to hire the Contractor, and the Contractor agrees to provide Construction Services as required herein for the Project in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the County requires the services of the Contractor, and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

ARTICLE 1 THE CONTRACT DOCUMENTS

1.1 DOCUMENTS

The contract documents consist of the following:

-Agreement between County and Contractor	
-General Conditions of the Construction Contract	
-Conditions of the Work of the Construction Contract	
-Bid Sheet	Attachment A
-Addenda and Modifications issued	Attachment B
before and after execution of this Contract	

1.2 CERTIFICATES AND DOCUMENTATION

The following certificates and documentation are hereby attached as exhibits as follows:

Project Manual	Exhibit A
Technical Specifications as listed in Plan Set	Exhibit B
Labor and Material Payment Bond	Exhibit C
Performance Bond	Exhibit D
Assignment of Antitrust Claims	Exhibit E
Certificate of Insurance	Exhibit F

Notice of Award
Notice to Proceed
Change Order
Certificate of Substantial Completion

Exhibit G
Exhibit H
Exhibit I
Exhibit J

ARTICLE 2 THE WORK

2.1 THE WORK

The Contractor shall perform all the Work required by the Contract Documents for the following:

Insert description of work

ARTICLE 3 EFFECTIVE DATE, TIME OF COMMENCEMENT, SUBSTANTIAL COMPLETION AND AMENDMENTS

3.1 EFFECTIVE DATE

The Effective Date of this Agreement is the date of signature by the County.

3.2 TIME OF COMMENCEMENT

The work to be performed under this Contract shall be commenced no later than ten (10) consecutive calendar days after the date of written Notice to Proceed issued by the County, hereto attached as Exhibit H.

3.3 SUBSTANTIAL COMPLETION

The Contractor shall achieve Substantial Completion of the entire work no later than 180 calendar days from the date of the Notice to Proceed, except as hereafter extended by valid written Change Order. A Certificate of Substantial Completion, attached hereto as Exhibit J, will be issued by the County to the Contractor, as adjusted by any Change Order, attached hereto as Exhibit I.

3.4 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified in this Article, the Contractor agrees that Liquidated Damages in the amount of \$500.00 shall be assessed per each calendar day that expires after the date of substantial completion, as adjusted by any change order, and until issuance by the County of a certificate of Substantial Completion in accordance with Paragraph 7 (Effective Date and Term) of the General Conditions.

- A. It is hereby understood and mutually agreed, by and between the Contractor and the County, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are *essential conditions* of this contract and it is further mutually understood and agreed that the work outlined in this contract shall be commenced on a date to be specified in the "Notice to Proceed."
- B. The Contractor agrees that work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the County, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- C. If the Contractor shall neglect, fail or refuse to complete the work within the time herein specified or any proper extension thereof granted by the County, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the County the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as herein set forth, for each and every calendar day that the contract shall be in default after the time stipulated in the contract for completing the work.
- D. The amount is fixed and agreed upon by and between the Contractor and the County because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the County would in such event sustain, and the amount is agreed to be the amount of damages which the County would sustain and the amount shall be retained from time to time by the County from current periodical estimates.
- E. It is agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided that the Contractor shall not be charged with liquidated damages or any excess cost when the County determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the County. Provided that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:
 - 1. To any preference, priority or allocation order duly issued by the County;
 - 2. To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the County, acts of another contractor in the performance of a contract with the County, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather;
 - 3. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections above.

- F. Provided further, that the Contractor shall, within ten days from the beginning of such delay, unless the County shall grant a further period of time prior to the date of final settlement of the contract, notify the County in writing of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

3.5 AMENDMENTS

This Agreement may be amended by mutual agreement by both parties upon issuance of a Change Order by the County to the Contractor. Any such amendment shall be in accordance with Paragraph 10 (Amendments – Change Orders) of the General Conditions. Unless otherwise agreed to by the parties, an amendment shall not affect any outstanding Purchase Order(s) issued by the County prior to the effective date of the amendment.

ARTICLE 4 CONTRACT SUM

4.1 CONTRACT SUM

The County shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, an agreed upon Lump Sum of (enter dollar amount in words) Dollars (\$0.00 enter dollar amount), exclusive of New Mexico gross receipts tax.

4.2 CONTRACT AMOUNT

The Contract sum is determined as follows: (insert data from bid form concerning base bid, alternates, etc.)

Base Bid	\$	
List Alternates, if applicable	\$	
	\$	
	\$	
Total Contract Amount	\$, exclusive of NM grt

ARTICLE 5 PROGRESS PAYMENTS

5.1 PROGRESS PAYMENTS

Based upon an Application for Payment submitted to the County by the Contractor and Certificates for Payment issued by the County, the County shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

- A. No later than 21 working days following receipt by the County of an undisputed Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the Work and one hundred percent (100%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the County; less such amounts as the Architect/ Engineer shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents (Section 57-28-5, NMSA 1978).
- B. When making payments, the County, Contractor or subcontractor shall not retain, withhold, hold back or in any other manner not pay amounts owed for work performed. For additional information regarding retainage and the Prompt Payment Act (refer to Section 57-28-5, NMSA 1978).
- C. Contractors and subcontractors shall make prompt payment to their subcontractors and suppliers for amounts owed for work performed on the construction project within 21 days after receipt of payment from the County, contractor or subcontractor. If the contractor or subcontractor fails to pay its subcontractor and suppliers by first-class mail or hand delivery within twenty-one days after receipt of an undisputed request for payment, the contractor or subcontractor shall pay interest to its subcontractors and suppliers beginning on the 22nd day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until payment is issued. These payment provisions apply to all tiers of contractors, subcontractors and suppliers (Section 57-28-1 et. seq. NMSA 1978).
- D. In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration.
- E. All material and work covered by partial payments made shall thereupon become the sole property of the County, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the County to require the fulfillment of all of the terms of the contract.
- F. County's right to withhold certain amounts and make application thereof. The Contractor agrees that it will indemnify and hold the County harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnisher of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall, at the County's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails so to do, then the County may, after having served written notice on the said Contractor, either pay unpaid bills,

of which the County has written notice, direct, or withhold from the Contractor's

unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the County to either the Contractor or its Surety. In paying any unpaid bills of the Contractor, the County shall be deemed the agent of the Contractor, and any payment so made by the County shall be considered as a payment made under the contract by the County to the Contractor and the County shall not be liable to the Contractor for any such payments made in good faith.

ARTICLE 6 FINAL PAYMENT

6.1 FINAL PAYMENT

The entire unpaid balance of the Contract Sum, shall be paid by the County to the Contractor within 30 calendar days after notification of the County by the Architect/Engineer that all incomplete and unacceptable work that was noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion has been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the Architect/Engineer. In addition, the Contractor shall provide to the County a certified statement of Release of Liens and Consent of Surety.

6.2 ACCEPTANCE OF FINAL PAYMENT CONTITUTES RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the County of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the County and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or its sureties from any obligations under this contract or the Performance and Payment Bond.

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

SANTA FE COUNTY

Santa Fe County Board of County Commissioners

ATTESTATION

Gregory S. Shaffer
Santa Fe County Clerk

Date

Approved as to form:

Walker Boyd
Santa Fe County Attorney Finance

Date

Division:

Yvonne S. Herrera
Finance Director

Date

CONTRACTOR:

Signature

Date

Print name and title

**GENERAL CONDITIONS
TO AGREEMENT BETWEEN SANTA FE COUNTY
AND CONTRACTOR
FOR CONSTRUCTION SERVICES**

1.0 DEFINITIONS

The following terms as used in this contract are respectively defined as follows:

- 1.1 *Application for Payment*** Contractor's written request for payment for completed portions of the work and, for materials delivered or stored and properly labeled for the respective project.
- 1.2 *Change Order*** A written document between the County and the Contractor signed by the County and the Contractor authorizing a change in the work or an adjustment in the contract sum or the contract time. A change order may be provided with written authority from the County for such procedure and that a copy of such written authority is furnished to the Contractor upon request. The contract sum and the contract time may be changed only by change order. A change order may be in the form of additional compensation or time; or less compensation or time known as a Deduction (from the contract) the amount deducted from the contract sum by change order.
- 1.3 *Calendar Day*** Each and every Day shown on the calendar, beginning and ending at midnight.
- 1.4 *Contract Period*** The elapsed number of working days or calendar days from the specified date of commencing work to the specified date of completion, as specified in the contract.
- 1.5 *Contractor*** is a person, firm or corporation with whom the contract is entered into with the County.
- 1.6 *Construction Documents*** All drawings, specifications and addenda associated with a specific construction project.
- 1.7 *Construction Schedule*** A schedule in form satisfactory to the County, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule.
- 1.8 *Day*** The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.
- 1.9 *Labor and Material Payment Bond*** A written form of security from a surety (bonding)

company to the County, on behalf of an acceptable prime Contractor or subcontractor, guaranteeing payment to the County in the event the Contractor fails to pay for all labor, materials, equipment, or services in accordance with the contract. (see Performance Bond and Surety Bond).

1.10 *Contract Sum Agreement (See Stipulated Sum Agreement)*

1.11 *Contract Sum Bid* A single entry amount to cover all labor, equipment, materials, services, and overhead and profit for completing the construction of a variety of unspecified items of work without the benefit of a cost breakdown.

1.12 *Contract Sum Contract* A written contract between the County and Contractor wherein the County agrees to pay the contractor a specified sum of money for completing a scope of work consisting of a variety of unspecified items or work.

1.13 *Payment Bond* A written form of security from a surety company to the County, on behalf of an acceptable prime contractor or subcontractor, guaranteeing payment to all persons providing labor, materials, equipment, or services in accordance with the contract.

1.14 *Performance Bond* A written form of security from a surety company to the County, on behalf of an acceptable prime contractor or subcontractor, guaranteeing the completion of the work in accordance with the terms of the contract.

1.15 *Progress Payment* A payment from the County to the Contractor determined by calculating the difference between the completed work and materials stored and a predetermined schedule of values or unit costs. (see Schedule of Values, Unit Costs).

1.16 *Progress Schedule* A pictorial or written schedule (including a graph or diagram) that shows proposed and actual start and completion dates of the various work elements.

1.17 *Punch list* a list of items to be completed or corrected, prepared by the County, checked and augmented as required by the Contractor or Construction Manager is appended hereto as Exhibit J. Note: The failure to include any item on such list does not relieve the Contractor of the responsibility to complete all work in accordance with the contract documents.

1.18 *Schedule of Values* A statement furnished by the Contractor to the County reflecting the portions of the contract sum allotted for the various parts of the work and used as the basis for reviewing the Contractor's Applications for Payment.

1.19 *Services* Includes services performed, workmanship, and material furnished or utilized in the performance of services.

- 1.20** *Stipulated Sum Agreement* A written agreement in which a specific amount is set forth as the total payment for completing the contract (See Contract Sum Contract).
- 1.21** *Subcontractor* is a person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.
- 1.22** *Unit Price Contract* A written contract wherein the County agrees to pay the Contractor a specified amount of money for each unit of work successfully completed as set forth in the contract.
- 1.23** *Unit Prices* A predetermined price for a measurement or quantity of work to be performed within a specific contract. The designated unit price would include all labor materials, equipment or services associated with the measurement or quantity established.
- 1.24** *Working Day* means every day except Saturday, Sunday and holidays recognized by Santa Fe County. Based on a review of weather that may adversely affect the Contractor's ability to effectively prosecute the Work, and the actual Work performed by the Contractor, the County will determine (between the end of the day and noon of the next day) if the County will charge a Working Day. If the Contractor was able to effectively prosecute Work on a critical path item for six or more hours on a Saturday, Sunday or County-recognized Holiday, the County may charge a Working Day.
- 1.25** *Work on (at) the project* is work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any subcontractor.

2. CONTRACT AND CONTRACT DOCUMENTS

- 2.1** Entire Agreement. This Agreement represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Agreement, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior condition, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless incorporated in this written Agreement.
- 2.2** Relationship of Contract Documents. The Contract Documents are complementary, and any requirement of one Contract Document shall be as binding as if required by all.
- 2.3** Conflicting Conditions. Any provisions in any of the Contract Documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.

3. PLANS, SPECIFICATIONS AND ADDENDA

- 3.1** The plans, specifications and addenda, hereinafter enumerated in Article 1 of the Agreement Between County and Contractor for Construction shall form part of this contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretation of the provisions to which they refer.
- 3.2** Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Agreement shall be attached to this Agreement at the time of execution, and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

4. CONTRACT SECURITY – BONDS

- 4.1** Performance Bond. The Contractor shall furnish a performance bond in an amount at least equal to 100% of the contract sum as security for the faithful performance of this contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law.
- 4.2** Payment Bond. The Contractor shall provide payment bond in an amount not less than 100% of the contract sum or in a penal sum not less than that prescribed by state, territorial or local law, as security for the payment of all persons performing labor on the project under this contract, furnishing materials in connection with this contract and all of Contractor's requirements as specified in the Contract Documents. The Payment Bond shall remain in effect until one year after the date when final payment becomes due.
- 4.3** Additional or Substitute Bond. If at any time the County for justifiable cause shall be or become dissatisfied with any surety or sureties, then upon the Performance or Payment Bonds, the Contractor shall within five days after notice from the County so to do, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the County. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the County.
- 4.4** Labor and Material Bond. The Contractor shall provide to the County Labor and Material Bond in an amount equal to the required payments by the Contractor to pay specified subcontractors, laborers, and materials suppliers associated with the project.

5. TERMS AND MEANINGS

Terms used in this Agreement that are defined in the Conditions of the Contract shall have the

meanings designated in those Conditions.

- 5.1 Words and Phrases.** Words, phrases, and abbreviations which have well-known technical or trade meanings used in the Contract Documents shall be used according to such recognized meanings. In the event of a conflict, the more stringent meaning shall govern.
- 5.2 Gender, Singular/Plural.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.
- 5.3 Captions and Section Headings.** The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope and conditions of this Agreement.
- 5.4 Interchangeable Terms.** For purposes of all provisions within this Agreement and all attachments hereto, the terms “Agreement” and “Contract” shall have the same meaning and shall be interchangeable.

6. COMPLIANCE WITH APPLICABLE LAW, CHOICE OF LAW

- 6.1** This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of New Mexico and applicable ordinances of Santa Fe County.
- 6.2** In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations, including Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).
- 6.3** Minimum Wage Rates. The Contractor, all subcontractors and sub-subcontractors warrants and agree to will comply with all applicable provisions of the New Mexico Public Works Minimum Wage Act as outlined in the Bid Documents. Wage rates are not applicable to projects costing less than \$60,000.
- 6.4** This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be federal and state district courts of New Mexico.
- 6.5** Pursuant to 13-1-191, NMSA 1978, reference is hereby made to the criminal laws of New Mexico, including §30-14-1, §30-24-2, and §30-41-1 through 3, NMSA 1978, which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code, 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation.
- 6.6** New Mexico Tort Claims Act. By entering into this Agreement, neither party shall be responsible for liability incurred as a result of the other party’s acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is

subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections

41-4-1, et seq., NMSA 1978, as amended. The County and its “public employees” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

- 6.7** Provision Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

7. EFFECTIVE DATE AND TERM

- 7.1** This Agreement shall, upon due execution by all parties, become effective in accordance with the Agreement Between County and Contractor for Construction, Article 3 - Effective Date, Time of Commencement and Substantial Completion. This Agreement shall not become effective until: (1) approved by the Santa Fe County Commissioners and/or the County Manager or their designee; and (2) signed by all parties required to sign this Agreement.
- 7.2** This Contract shall achieve Substantial Completion in accordance with the Agreement Between County and Contractor, Article 3 - Effective Date, Time of Commencement and Substantial Completion, unless earlier terminated pursuant to Section 8 (Termination) or 9, (Appropriations and Authorizations) of these General Conditions.

8. TERMINATION

- 8.1** Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective 30 days from the breaching party’s receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within 30 days, the breaching party shall have a reasonable time to cure the breach, provided that, within 30 days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.
- 8.2** Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than 15 days from the Contractor’s receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

- 8.3** Right of the County to Terminate Contract In the event that any of the provisions of this contract are violated by the Contractor, or by any of its subcontractors, the County may serve written notice upon the Contractor and the Surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within 10 days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said 10 days, cease and terminate. In the event of any such termination, the County shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the contract. Provided, however, that if the Surety does not commence performance thereof within 10 days from the date of the mailing to such Surety of notice of termination, the County may take over the Work and prosecute the same to completion by contract or by force account and at the expense of the Contractor and the Contractor and its Surety shall be liable to the County for any excess cost occasioned the County thereby, and in such event the County may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the Work.

9. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Santa Fe County Board of County Commissioners and/or, if state funds are involved, the New Mexico State Legislature. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

10. AMENDMENTS – CHANGE ORDERS

Contract Documents may be amended by a Change Order (Exhibit I) to allow for additions, deletions, and revision as specified in Article 2 (the Work) of this Agreement.

11. INDEMNIFICATION

- 11.1** The Contractor shall defend, indemnify, and hold harmless the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not

limited to the Contractor's breach of any representation or warranty made herein.

- 11.2** The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent can not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.
- 11.3** The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

12. AGGRIEVEMENT PROCEDURE DURING CONTRACT ADMINISTRATION

- 12.1** Any claims, disputes, or other matters in question between the Contractor and the County, except those which have been waived by the making or acceptance of final payment as provided in Paragraph 6.2 of the Agreement Between Santa Fe County and Contractor for Construction, shall be presented in the form of a written request accompanied by supporting data to the County for formal decision, with a copy to the other party. Such formal decision of the County is binding upon the Contractor and the County unless either or both notify each other and the County in writing within 15 days of their receipt of the decision that they are unwilling to abide by the County's decision, are thereby aggrieved in connection with the decision, and are separately exercising such rights as either may have under the Contract Documents or by law and regulation. If the County fails to provide a written decision or a reasonable schedule to issue a written decision within 10 days after the County or the Contractor has presented its request, that party may consider itself aggrieved and may proceed to exercise its rights.
- 12.2** A settlement agreement signed by the County and the Contractor shall supersede and cancel any other dispute resolution proceedings regarding the same matter.
- 12.3** Unless work is stopped or payment withheld in accordance with the conditions of this contract, or unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any dispute resolution proceedings, and the County shall continue to make payments to the Contractor in accordance with the Contract Documents.

13. DISPUTE RESOLUTION

- 13.1** Either County or Contractor may request mediation pursuant to the New Mexico Public Works Mediation Act, 13-4C-1, NMSA 1978, of any claim before such decision become final and binding. The request for mediation shall be submitted in writing to the other party. Timely submission of the request shall stay the effect of Paragraph 12.1.
- 13.2** County and Contractor shall participate in the mediation process in good faith. The process shall be completed within 60 days of filing of the request. The mediation shall be governed by the rules for mediation pursuant to the New Mexico Public Works Mediation Act.

13.3 If the dispute is not resolved by mediation, the dispute shall be resolved through litigation in the district court. The parties agree that the exclusive forum for such litigation shall be the State of New Mexico District Court for the First Judicial District at Santa Fe, New Mexico. Contractor irrevocably consents to the jurisdiction of said Court and agrees to accept service of a summons and complaint by mail or commercial courier service in accordance with Rule 1-004(E) (3) NMRA.

14. INSURANCE

14.1 The Contractor shall not commence work under this contract until it has obtained all the insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on its subcontract until the insurance required of the subcontractor has been so obtained and approved.

14.2 Proof of Carriage of Insurance. The Contractor shall furnish the County with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions".

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

14.4 General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The Santa Fe County shall be a named additional insured on the policy.

14.5 Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall require each of its subcontractors to procure and to maintain during the life of its subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in 14.4 above.

14.6 Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act, 52-1-1 to 52-1-70, NMSA 1978. The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance as required by applicable state law for all of its employees to be engaged in work at the site of

the project under this contract and, in case of any such work sublet, the

Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation law, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of its employees as are not otherwise protected.

- 14.7** Scope of Insurance and Special Hazards. The insurance required under subparagraphs 14.4 and 14.5 hereof shall provide adequate protection for the Contractor and its subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this contract.
- 14.8** Builder's Risk Insurance (Fire and Extended Coverage). Until the project is completed and accepted by the County, the County, or Contractor at the County's option is required to maintain Builder's Risk Insurance (fire and extended coverage) on a 100% completed value basis on the insurable portion of the project for the benefit of the County, the Contractor, subcontractors as their interests may appear. The Contractor shall not include any costs for Builder's Risk Insurance (fire and extended coverage) premiums during construction unless the Contractor is required to provide such insurance; however, this provision shall not release the Contractor from its obligation to complete, according to plans and specifications, the project covered by the contract, and the Contractor and his Surety shall be obligated to full performance of the Contractor's undertaking.
- 14.9** Increased Limits. If, during the life of this Agreement, the New Mexico State Legislature increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.
- 14.10** Additional insured. Santa Fe County will be listed as an additional insured on all policies, and proof of coverage must be provided before work begins. Contractor shall maintain adequate insurance in at least the maximum amounts which the County could be liable under the New Mexico Tort Claims Act. It is the sole responsibility of the Contractor to be in compliance with the law.

15. INDEPENDENT CONTRACTOR

- 15.1** The Contractor and the Contractor's agents and employees are independent contractors performing professional and technical services for the County and are not employees of the County. The Contractor and the Contractor's agents and employees shall not accrue leave, retirement, insurance, bonding, use of County's vehicles, or any other benefits afforded to employees of the County as a result of this Agreement.

15.2 The Contractor shall not subcontract any portion of the services to be performed under this Agreement without prior written approval of the County.

15.3 The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the County and the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive illegal payments.

16. CONFLICT OF INTEREST OF OFFICERS OR EMPLOYEES OF THE LOCAL JURISDICTION, MEMBERS OF THE LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS

16.1 No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during its tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

16.2 No official of the County who is authorized in such capacity and on behalf of the County to negotiate, make, accept or approve, or to take part in negotiating, making accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the County who is authorized in such capacity and on behalf of the County to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

16.3 The Contractor warrants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement.

17. ASSIGNMENT

17.1 The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

18. SUBCONTRACTING

18.1 The Contractor shall not subcontract or delegate any portion of the services to be

performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

- 18.2** Contractor shall provide to the County a listing of subcontractors within ten days of the contract award.
- 18.3** Contractor shall adhere to all provisions of the Subcontractor's Fair Practices Act 13-4-31 to 13-4-42, NMSA 1978.
- 18.4** Contractor shall provide to the County completed Non-Collusion Affidavit of Subcontractor form and Certification of Subcontractor Regarding Equal Employment Opportunity form for all subcontractors listed.
- 18.5** The Contractor shall not award any work to any subcontractor without prior written approval of the County, which approval will not be given until the Contractor submits to the County a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the County may require.
- 18.6** The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as they are for the acts and omissions of persons directly employed by them.
- 18.7** The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the County may exercise over the Contractor under any provision of the Contract Documents.
- 18.8** Nothing contained in this contract shall create any contractual relation between any subcontractor and the County.
- 18.9** All work performed for Contractor by a subcontractor or supplier will be pursuant to an appropriate written agreement between Contractor and the subcontractor or supplier which specifically binds the subcontractor or supplier to the applicable terms and conditions of the Contract Documents for the benefit of County. Any contract between Contractor and a subcontractor or supplier shall provide that any remedy or claim for nonpayment of sums due or owing to subcontractor or supplier or services performed or materials provided is against Contractor and not County, subject to any remedy or rights subcontractor or supplier may have under the terms of the Contractor's Performance Bond and Section 13-4- 19, NMSA 1978, the New Mexico Little Miller Act.

19. PERSONNEL

- 19.1** All work performed under this Agreement shall be performed by the Contractor or under its

supervision.

19.2 The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

20. NOTICES

20.1 Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Santa Fe County Public Works
Attn:
P.O. Box 276
Santa Fe, New Mexico 87504-0276

To the Contractor: Contractor Name
Attention:
Address
City, State, Zip Code

20.2 Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices shall be mailed to either party may be changed by written notice given by such party to the other as hereinabove provided.

21. RELEASE

The Contractor, upon final payment of the amounts due under this Agreement, releases the County, the County's officers and employees from all liabilities and obligations arising from or under this Agreement, including, without limitation, all damages, losses, costs, liability, and expenses, including, without limitation, attorney's fees and costs of litigation that the Contractor may have.

22. WAIVER

No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of either party to insist upon performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party of a breach by the other party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

CONDITIONS OF THE WORK

1. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

- 1.1** The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the Work. The additional drawings and instructions supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions. The Contractor and the County will prepare jointly (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the County in accordance with the schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each schedule to be subject to change from time to time in accordance with progress of the Work.

2. SHOP OR SETTING DRAWINGS

- 2.1** The Contractor shall submit promptly to the County two copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the County and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the County with two corrected copies. If requested by the County the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the County, the Contractor will be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications, unless the Contractor notifies the County in writing of any deviations at the time the Contractor furnishes such drawings.

3. MATERIALS, SERVICES AND FACILITIES

- 3.1** It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.
- 3.2** Any work necessary to be performed after regular working hours, on Sundays or legal holidays, shall be performed without additional expense to the County.

4. CONTRACTOR'S TITLE TO MATERIALS

- 4.1** No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that it has good title to all materials and supplies used by him/her in the work, free from all liens,

claims or encumbrances.

5. INSPECTION AND TESTING OF MATERIALS

- 5.1** All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the County. The County will pay for all laboratory inspection service direct, and not as a part of the Contract.
- 5.2** Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

6. "OR EQUAL" CLAUSE

- 6.1** Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment or other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the County, of equal substance and function. It shall not be purchased or installed by the Contractor without the County's written approval.

7. PATENTS

- 7.1** The Contractor shall hold and save the County and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the County, unless otherwise specifically stipulated in the Contract Documents.
- 7.2** License and/or Royalty Fees for the use of a process which is authorized by the County of the project must be reasonable, and paid to the holder of the patent, or its authorized licensee, direct by the County and not by or through the Contractor.
- 7.3** If the Contractor uses any design, device or materials covered by letters, patent or copyright, the Contractor shall provide for such use by suitable agreement with the County of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, without exception, the Contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or its Sureties shall indemnify and save harmless the County of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials, or any trademark or copyright in connection with work agreed to be performed under this Contract, and shall indemnify the County for any cost, expense or damage which it may be obliged to pay by reason of such infringement at

any time during the prosecution of the work or after, completion of the work.

8. SURVEYS, PERMITS AND REGULATIONS

- 8.1** Unless otherwise expressly provided for in the Specifications, the County will furnish to the Contractor all surveys necessary for the execution of the work.
- 8.2** Unless otherwise expressly provided for in the Specifications, the Contractor shall procure and pay all permits, licenses and approvals necessary for the execution of this contract.
- 8.3** The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to performance of the Work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

9. CONTRACTOR'S OBLIGATIONS

- 9.1** The Contractor shall and will, in good workmanlike manner, do and perform the Work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the Work. within the time herein specified. The Contractor will perform the Work in accordance with the provisions of this contract and said Specifications and in accordance with the plans and drawings covered by this contract any and all supplemental plans and drawings, and in accordance with the directions of the County as given from time to time during the progress of the work. The Contractor shall furnish, erect, maintain, and remove such construction plans and such temporary works as may be required.
- 9.2** The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of this contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the County.

10. WEATHER CONDITIONS

- 10.1** In the event of temporary suspension of work, or during inclement weather, or whenever the County shall direct, the Contractor will, and will cause its subcontractors to protect carefully its and their work and materials against damage or injury from the weather. If, in the opinion of the County, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of its subcontractors so to protect its work, such materials shall be removed and replaced at the expense of the Contractor.

11. PROTECTION OF WORK AND PROPERTY-EMERGENCY

- 11.1** The Contractor shall at all times safely guard the County's property from injury or loss. The Contractor shall at all times safely guard and protect its own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such is caused directly by errors contained in this contract or by the County.

11.2 In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the County, in a diligent manner. The Contractor shall notify the County immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the County for approval.

11.3 Where the Contractor has not taken action but has notified the County of an emergency threatening injury to persons or to damage to the work or any adjoining property, the Contractor shall act as instructed or authorized by the County.

11.4 The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 15 of these Conditions of the Work.

12. INSPECTION

12.1 The authorized representatives and agents of the County shall be permitted to inspect the Work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

13. REPORTS, RECORDS AND DATA

13.1 The Contractor shall submit to the County such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the County may request.

14. SUPERINTENDENT BY CONTRACTOR

14.1 At the site of the Work the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the County and shall be one who can be continued in that capacity for the particular job involved unless he/she ceases to be on the Contractor's payroll.

15. CHANGES IN THE WORK

15.1 No changes in the Work shall be made without having prior written approval of the County. Charges or credits for the Work shall be determined by one or more, or a combination of the following methods:

- A. Unit bid prices previously approved.
- B. An agreed contract sum.
- C. The actual cost of:
 - 1) Labor, including foremen;
 - 2) Materials entering permanently into the work;
 - 3) The County's or rental cost of construction equipment during the time

- of use on the extra work;
 - 4) Power and consumable supplies for the operation of power equipment;
 - 5) Insurance;
 - 6) Social Security and old age and unemployment contributions.
- D. To the costs for changes in work a fixed fee will be added to be agreed upon but not to exceed 10% of the actual cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

16. EXTRAS

- 16.1** Without invalidating this contract, the County may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the County and the price is stated in such order.

17. INSPECTION OF SERVICES

- 17.1** The Contractor shall provide and maintain an inspection system acceptable to the County covering. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the County during contract performance and for as long afterwards as this contract requires.
- 17.2** The County has the right to inspect and test all services called for by this contract, to the extent practicable at all times and places during the term of this contract. The County shall perform inspections and tests in a manner that will not unduly delay the Work.
- 17.3** If the County performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- 17.4** If any of the services do not conform with the contract Documents, the County may require the Contractor to perform the services again in conformity with Contract Documents, at no increase in the contract sum. When the defects in services cannot be corrected by re-performance, the County may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract sum to reflect the reduced value of the services performed.
- 17.5** If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract Documents, the County may by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the County that is directly related to the performance of such service, or terminate the

Contract for default.

18. CORRECTION OF WORK

18.1 All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the County who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet their approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at its own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the County, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the County shall be equitable.

19. WARRANTY OF CONSTRUCTION

19.1 In addition to any other warranties in this contract, the Contractor warrants the Work performed under this contract conforms to the Contract Documents and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

19.2 This warranty shall continue for a period of one (1) year from the date of final acceptance of the work. If the County takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one (1) year from the date the County takes possession.

19.3 The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to County-owned or controlled real or personal property, when that damage is the result of the Contractor's failure to conform to Contract Documents or any defect of equipment, material, workmanship, or design furnished.

19.4 The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

19.5 The County shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

19.6 If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the County shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

19.7 With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this Contract, the Contractor

shall obtain all warranties that would be given in normal commercial practice; require all warranties to be executed, in writing, for the benefit of the County, if directed by the County; and, enforce all warranties for the benefit of the County, if directed by the County.

19.8 In the event the Contractor's warranty under subparagraph 19.4 of this clause has expired, the County may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

19.9 Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the County nor for the repair of any damage that results from any defect in County-furnished material or design.

19.10 This warranty shall not limit the County's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

20. SUBSURFACE CONDITIONS FOUND DIFFERENT

20.1 Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, the Contractor shall immediately give notice to the /County of such conditions before they are disturbed. The County will thereupon promptly investigate the conditions, and if they find that they materially differ from those shown on the Plans or indicated in the Specifications, they will at once make such changes in the Plans and/or Specifications as they may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 15 above.

21. CLAIMS FOR EXTRA COST

21.1 No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the County and approved by the County, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When the Work is performed under the terms of General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the County, giving the County access to accounts relating thereto.

22. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

22.1 Immediately after execution and delivery of this contract, and before the first partial payment is made, the Contractor shall deliver to the County an estimated construction progress schedule in a form satisfactory to the County, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due to the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the County (a) a detailed estimate giving a complete breakdown of

the Contract sum and (b) periodic itemized estimates of work done

for the purpose of making partial payments thereof. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract sum.

22.2 Schedule

The Contractor shall, within five days after the effective date of Notice to Proceed, prepare and submit five copies of a progress schedule covering project operations for the contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. The Work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor.

23. ASSIGNMENTS

- 23.1** The Contractor shall not assign the whole or any part of this contract or any monies due or to become due hereunder without written consent of the County. In case the Contractor assigns all or any part of any monies due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations of services rendered or materials supplied for the performance of the Work.

24. MUTUAL RESPONSIBILITY OF CONTRACTORS

- 24.1** If, through acts of neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other contractor or subcontractor by agreement or arbitration if such other contractor or subcontractors will so settle. If such other contractor or subcontractor shall assert any claim against the County on account of any damage alleged to have been sustained, the County shall notify the Contractor, who shall indemnify and save harmless the County against any such claim.

25. SEPARATE CONTRACT

- 25.1** The Contractor shall coordinate its operations with those of other contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the Work. The Contractor, including its subcontractors, shall keep informed of the progress and the detail work of other contractors and shall notify the County immediately of lack of progress or defective workmanship on the part of other contractors. Failure of a contractor to keep informed of the Work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by the Contractor of the status of the Work as being satisfactory for proper coordination with its

own work.

26. COUNTY'S AUTHORITY

- 26.1** The County shall give all orders and directions contemplated under this contract relative to the execution of the Work. The County shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to the Work and the construction thereof. The County's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the County shall be a condition precedent to the right of the Contractor to receive any money or payment for the Work.
- 26.2** The County shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this contract and other contractors performing work for the County shall be adjusted and determined by the /County.

27. STATED ALLOWANCES

- 27.1** It is understood that Contractor has included in its proposal for the contract sum all allowances including Allowed Materials. The Contractor shall purchase the Allowed Materials as directed by the County on the basis of the lowest and best bid of at least three competitive bids. If the actual sum for purchasing the Allowed Materials is more or less than the Cash Allowance, the contract sum shall be adjusted accordingly. The adjustment in contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses. The cost of installation of the Allowed Materials shall be included in the applicable sections of this contract.

28. USE OF PREMISES AND REMOVAL OF DEBRIS

- 28.1** The Contractor expressly undertakes at its own expense:
- A. to take every precaution against injuries to persons or damage to property;
 - B. to store its apparatus, materials, supplies and equipment in such orderly fashion at the site of the Work as will not unduly interfere with the progress of its work or the work of any other subcontractors;
 - C. to place upon the Work or any part thereof only such loads as are consistent with the safety of the portion of the Work;
 - D. to clean up frequently all refuse, rubbish, scrap materials, and debris caused by its operations, to the end that at all times the site of the Work shall present a neat, orderly and workmanlike appearance;
 - E. before final payment to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature

resulting from its operations, and to put the site in a neat, orderly condition.

- F. to effect all cutting, fitting or patching of its work required to make the same to conform to the plans and specifications and, except with the consent of the County, not to cut or otherwise alter the work of any other contractor.

29. QUANTITIES OF ESTIMATE

- 29.1** Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the County to complete the Work, and such increase or diminution shall in no way void this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

30. LANDS AND RIGHTS-OF-WAY

- 30.1** Prior to the start of construction, the County shall obtain all lands and rights-of-way necessary for the carrying out and completions of the Work.

31. GENERAL WARRANTY

- 31.1** Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the County, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the Work unless a longer period is specified. The County will give notice of observed defects with reasonable promptness.

32. PROTECTION OF LIVES AND HEALTH

- 32.1** The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of its prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the County may determine to be reasonably necessary.

33. INTEREST OF MEMBER

- 33.1** No member of Santa Fe Board of County Commissioners shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

34. OTHER PROHIBITED INTERESTS

34.1 No official of the County who is authorized in such capacity and on behalf of the County to negotiate, make, accept or approve, or to take part in negotiating, making accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the County who is authorized in such capacity and on behalf of the County to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

35. USE AND OCCUPANCY PRIOR TO ACCEPTANCE BY COUNTY

35.1 The Contractor agrees to the use and/or occupancy of a portion or unit of the project before formal acceptance by the County, provided the County:

- A. Secures written consent of the Contractor except in the event, in the opinion of the County, the Contractor is chargeable with unwarranted delay in final cleanup of punch list items or other contract requirements.
- B. Secures endorsement from the insurance carrier and consent of the surety permitting occupancy of the building or use of the project during the remaining period of construction.
- C. When the project consists of more than one building, and one of the buildings is occupied, secures permanent fire and extended coverage insurance, including a permit to complete construction. Consent of the surety must also be obtained.

ATTACHMENT A

BID SHEETS

ATTACHMENT B
ADDENDA & MODIFICATIONS

EXHIBIT A
PROJECT MANUAL

EXHIBIT B

TECHNICAL SPECIFICATIONS AS LISTED IN PLAN SET

EXHIBIT C

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT, THAT WE _____
_____ as PRINCIPAL hereinafter called the "PRINCIPAL" and
_____ as SURETY hereinafter called the "SURETY", are held and
firmly bound unto Santa Fe County, a Political Subdivision of the State of New Mexico as OBLIGEE
hereinafter called the "COUNTY", for the use and benefit of any claimants as herein below defined, in
the amount of _____ (\$.) dollars for the payment whereof
PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors, and
assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has a written contract dated _____, 2025, with the
COUNTY for the Bid Name 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 a 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 _____, 2025.

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 _____, 2024, with the COUNTY for Bid Name, 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:

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

- (4) 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 _____, 2025.

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:

PROJECT:

PHONE NO.:

PROJECT NO:

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

FIRM: _____

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

TITLE: _____

EXHIBIT F
CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT G

NOTICE OF CONTRACT AWARD

TO:

FROM: _____, Public Works Department

CONTRACT NO.

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

Project Name:

Date of Award _____ Amount of Award _____

Contractor Information:

Firm Name: _____ License# _____

Address: _____ Phone # _____

It is anticipated that construction will take place:

Approximate Starting Date: _____ Approximate Completion Date: _____

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

SANTA FE COUNTY

Name of Public Works Director or designee: _____
(Print Name)

Signature

EXHIBIT H

NOTICE TO PROCEED

TO:

DATE:

PROJECT:

ATTN:

PROJECT NO.

CONTRACT NO.

IFB NO.

Enclosed is your copy of the contract, which has been approved. Please consider this letter as 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 [REDACTED] calendar days thereafter, which shall be [REDACTED], 2025,

unless modified by Change Order.

It is essential that you make reference to the above-stated project number on all documents sent to the County 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 County for information and processing.

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

COUNTY:

Santa Fe County

SFC [REDACTED] DEPARTMENT

By:

[REDACTED]
Director, SFC Department

EXHIBIT I
CHANGE ORDER

PROJECT:

CONTRACTOR
CHANGE ORDER NO:

PROJECT NO:

Contractor Telephone:
Contractor e-mail:
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.. Signature of the Contractor indicates its agreement herewith, including any adjustment in the contract sum or contract time.

Original contract sum:

Net change by previously authorized Change Orders \$0.00

The contract sum will be increased/decreased/unchanged by this Change Order in the amount of:
\$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

APPROVED

SANTA FE COUNTY

By: _____
Gregory S. Shaffer
Santa Fe County Manager

Date: _____

Approved as to form:

By: _____
Walker Boyd
County Attorney

Date: _____

CONTRACTOR

By: _____

Date: _____

Title: _____

EXHIBIT J

CERTIFICATE OF SUBSTANTIAL COMPLETION

SANTA FE COUNTY – PUBLIC WORKS

Public Works Director or designee (name): _____

CONTRACTOR: _____

Contractor Purchase Order Number: _____

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 and the 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 the County.

Contractor

Signature

Print Name

Date

Accepted by Santa Fe County

Signature (Public Works Director or Designee)

Print Name

Date

PUNCH LIST

A list of items (Punch List) to be completed or corrected, verified by the 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)