

SANTA FE COUNTY PUBLIC WORKS DEPARTMENT

REQUEST FOR PROPOSALS



RFP NO. 2018-0071-PW/MM

**ROAD CONSTRUCTION AND
MAINTENANCE SERVICES**

AUGUST 2017

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I. ADVERTISEMENT**SANTA FE COUNTY
REQUEST FOR PROPOSAL
ROAD CONSTRUCTION AND MAINTENANCE SERVICES
RFP #2018-0071-PW/MM**

The Santa Fe County Public Works Department is requesting proposals from qualified Offerors for *Road Construction and Maintenance Services*. *The contract that is awarded as a result of this RFP will set forth the general terms, conditions and the contractor's costs or bid prices for road construction and maintenance services. The submission of proposals will be a two-step process that consists of 1) prequalification of Offeror and 2) the bidding phase. Only Offerors who have been prequalified will receive the bid sheets and will be invited to submit a bid.* Proposals may be held for ninety (90) days subject to action by the County. The County of Santa Fe reserves the right to reject any and all proposals in part or whole. A completed proposal shall be submitted in a sealed container indicating the proposal title and number along with the Offeror's name and address clearly marked on the outside of the container. **All proposals must be received by 2:00PM on September 20, 2017 at the Santa Fe County Purchasing Division, 142 W. Palace (Second Floor), Santa Fe, New Mexico 87501.** By submitting a proposal for the requested services each Offeror is certifying that their proposal complies with regulations and requirements stated within the Request for Proposals.

A Mandatory Pre-Proposal Conference be held on August 31, 2017 at 2:00PM at the Santa Fe County Projects and Facilities Conference Room located at 901 W. Alameda Road Suite 20-C, Santa Fe, New Mexico 87501. Offerors must be on time in order to submit a proposal.

Solicitations are available at the Santa Fe County Purchasing Division website at: [http://www.santafecountynm.gov/asd/current bid solicitations](http://www.santafecountynm.gov/asd/current_bid_solicitations). If you have any questions, please contact Maricela Martinez, Procurement Specialist Senior at mcmartinez@santafecountynm.gov or at (505) 992-9864. Any inquiries or questions regarding this solicitation shall be submitted via email.

ANY BID RECEIVED BY THE OFFICE OF THE PROCUREMENT MANAGER AFTER THE TIME AND DATE SPECIFIED SHALL NOT BE CONSIDERED.

Santa Fe County
Purchasing Division

II. CONTRACT OBJECTIVES

A. PURPOSE OF THIS REQUEST FOR PROPOSAL

Santa Fe County Public Works Department is responsible for maintenance of road infrastructure within the exterior boundaries of Santa Fe County. It is the intent of the County to establish a multiple source award pursuant to Section 13-1-153 NMSA 1978, for Road Construction and Maintenance Services on an “on-call” basis.

The Santa Fe County Public Works Department is requesting proposals from qualified Offerors for Road Construction and Maintenance Services. The contract that is awarded as a result of this RFP will set forth the general terms, conditions and the contractor’s costs or bid prices for road construction and maintenance services. The contractor’s construction services shall be on an “on-call” basis and “as needed” by the County. A construction project will be initiated by a separate project assignment that describes the scope of work for each assignment. Unless otherwise stated in the project assignment, each project assignment will be governed by the terms and conditions of the “on-Call” contract, including the contractor’s bid prices, that is awarded under this RFP. The submission of proposals will be a two-step process that consists of 1) prequalification of Offeror and 2) the bidding phase. Only Offerors who have been Pre-Qualified will receive the bid sheets and will be invited to submit a bid.

B. SCOPE OF WORK

The work or construction services under this contract will be located within the Santa Fe County, New Mexico. The work or services consist of, but are not limited to construction/installation of drainage structures, water crossings, turning and bike lanes, grading and drainage improvements; paving, striping, milling and overlay, and traffic control for various County roads, driveways and parking lot construction projects. As applicable, Unit pricing shall be established for each category of construction and quantities shall be determined on a per project basis.

C. INSURANCE REQUIREMENTS

Upon execution of the Agreement between the County and the Contractor, the Contractor shall furnish to the County, a certificate(s) of insurance for the following insurance coverage that the contractor shall maintain throughout the term of each project assignment:

- A. Workmen’s Compensation: Statutory Limits.
- B. Public Liability: \$1,000,000.00 per occurrence.
- C. Property Damage: \$1,000,000.00 per occurrence.
- D. Builders Risk: for the amount of the project assignment.

Contractor shall carry insurance to protect itself and Santa Fe County from and against all claims, demands, actions, judgments, costs, expenses and liabilities which may arise or result directly or indirectly from or by reasons of loss, injury or damage related to a project. Santa Fe County shall be named as an additional insured on the Contractor’s policy. The Contractor shall file with Santa Fe County current certificates evidencing public liability insurance with limits as

provided in the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq, as amended. The contractor shall also carry such insurance as it deems necessary to protect it from all claims under any workmen's compensation law in effect that may be applicable to the Contractor. All insurance shall be kept and remain in full force and effect for the entire life of this contract awarded under this RFP and any project assignment made under the contract awarded under this RFP.

The insurance coverage shall include worker's compensation, employers liability, comprehensive general liability (Premises-Operations, independent contractors, products and completed operations, broad form property damage, contractual liability, explosion and collapse hazard, underground hazard, personal injury), comprehensive automobile liability (owned and hired), excess liability (umbrella form), and all-risk builder's risk.

A. Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act.

B. Professional Liability Insurance. The Contractor shall procure and maintain during the term of the contract awarded under this RFP and any project assignments Professional Liability Insurance.

C. Increased Limits. If, during the term of the contract awarded under this RFP or the term of a project assignment, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

D. QUALIFICATIONS

The minimum required qualifications for Offerors and subcontractors are:

- a. All Offerors and subcontractors must have a valid New Mexico Contractor's License appropriate to the work herein specified.
- b. Offeror's at a minimum must hold both a GA-98 & GB-98 license in good standing issued by the New Mexico Construction Industries Division.
- c. The Contractor shall be required to fully comply with the Public Works Minimum Wage Act, NMSA 1978, Section 13-4-11.
- d. A Contractor and subcontractors who submit an offer/bid valued at more than sixty thousand dollars (\$60,000) for a public works project that is subject to the Public Works Minimum Wage Act must be registered with the New Mexico Workforce Solutions before the date proposals are due.

E. PROCUREMENT MANAGER

The County has designated a Procurement Manager who is responsible for this procurement whose name, address and telephone number is listed below. All deliveries via express carrier should be addressed as follows:

Maricela Martinez, Procurement Specialist Senior
Santa Fe County Purchasing Division

142 W. Palace Avenue (Second Floor)
Santa Fe, New Mexico 87501
Phone (505) 992-9864
Fax (505) 989-3243
mcmartinez@santafecountynm.gov

Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors shall ONLY contact the Procurement Manager regarding the procurement. Other County employees do not have the authority to respond on behalf of the County.

F. DEFINITION OF TERMINOLOGY

This section contains definitions and abbreviations that are used throughout this procurement document.

“BCC” means the Santa Fe County Board of County Commissioners

“Close of Business” means 5:00 PM Mountain Standard Time or Mountain Daylight Time, whichever is in effect on any given date.

“Contract” or “Agreement” means a written agreement for the procurement of items of tangible personal property or services.

“Contractor” means a successful Offeror who enters into a binding contract.

“County” means Santa Fe County.

“Determination” means the written documentation of a decision by the County Procurement Manager including findings of fact supporting a decision. A determination becomes part of the procurement file.

“Desirable” The terms “may”, “can”, “should”, “preferably”, or “prefers” identify a desirable or discretionary item or factor (as opposed to “mandatory”).

“Evaluation Committee” means a body appointed by the County management to perform the evaluation of Offeror proposals.

“Finalist” is defined as an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

“Mandatory” The terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

“Offeror” is any person, corporation, or partnership who chooses to submit a proposal.

“Procurement Manager” means the person or designee authorized by the County to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

“Purchasing Division” means the Santa Fe County Purchasing Division.

“Request for Proposals” or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“Responsible Offeror” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the RFP.

“Responsive Offer” or “Responsive Proposal” means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

III. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement.

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere the following schedule:

<u>Action</u>	<u>Responsibility</u>	<u>Date/Location</u>
1. Issuance of RFP	Purchasing Division	August 20 & 21, 2017
2. Pre-Proposal Conference	Owner/Offerors/ Purchasing	August 31, 2017
3. Acknowledgement of Receipt Form Due	Offerors	August 31, 2017, 5:00 pm
4. Deadline to Submit Additional Questions	Offerors	September 6, 2017, 5:00 pm
5. Response to Written Questions	Purchasing Division	September 8, 2017, 5:00 pm
6. Submission of Proposal (2:00 PM MST)	Offerors	September 20, 2017 (2:00 PM) <i>SF County Purchasing Division, 142 W. Palace Ave., (2nd Floor) Santa Fe, NM 87501</i>
7. Proposal Evaluation Briefing	Evaluation Committee	September 21, 2017 <i>Bokum Bldg., 11:00 am</i>
8. Selection of Finalists	Evaluation Committee	September 27, 2016 <i>Bokum Bldg., 9:00am-12:00pm</i>
9. Best and Final Offers from Finalists (if applicable)	Offeror	October 2017
10. Oral Presentation by Finalists (if applicable)	Offeror	October 2017
11. Contract Negotiations	County, Offeror	October 2017
12. Contract Award	Purchasing Division	October 2017

Note: If the Evaluation Committee makes a selection at the Selection of Finalists events 9-10 will not apply.

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section III, Paragraph A.

1. Issuance of RFP

This RFP is being issued by the Santa Fe County Public Works Department and the Purchasing Division in accordance with provisions of NMSA 1978 Section(s) 13-1-111 through 13-1-117 NMSA 1978.

2. Pre-Proposal Conference

A Pre-Proposal Conference is scheduled to occur on the date indicated in the Sequence of Events at Section III.A. Questions may be submitted at the Pre-Proposal Conference and until the date indicated in the Sequence of Events at Section III.A. A public log will be kept of the names of potential Offerors who attended the Pre-Proposal Conference. **Attendance at the Pre-Proposal Conference is Mandatory.**

3. Acknowledgement of Receipt Form Due

Potential Offerors should hand-deliver, return by facsimile or e-mail the "Acknowledgement of Receipt Form" provided as Appendix A to have its name and firm placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by close of business on **August 31, 2017**.

The procurement distribution list will be used for the distribution of written responses to questions and any RFP addenda.

4. Deadline to Submit Additional Written Questions

Potential Offerors may submit questions regarding this RFP until the close of business on the date indicated in the Sequence of Events at Section III.A. All written questions must be addressed to the Procurement Manager, listed in Section II, Paragraph E and sent via facsimile or e-mail. ***Any contact with any other County staff member other than the Procurement Manager named in this solicitation will be grounds for rejection of a proposal.***

5. Response to Written Questions

Responses to questions and any RFP addenda will be distributed on the date indicated in the Sequence of Events at Section III.A, to all potential Offerors whose names appear on the procurement distribution list.

Additional written requests for clarification of distributed answers or addenda must

be received by the Procurement Manager no later than one (1) day after the answers or addenda were issued.

6. Submission of Proposal

Step 1 of the 2 step process is Bidder's Pre-Qualification

Offeror's shall submit a Proposal and it shall contain the following documents:

- a) Letter of Transmittal
- b) Table of Contents
- c) Company Brief (optional)
- d) Statement of Qualification
- e) Response to Specifications – Evaluation Factors
- f) Campaign Contribution Disclosure Form

The Proposals will be evaluated by County Staff. The County will notify all pre-qualified Offeror's and will then be invited to continue on to Step 2 of the process.

Step 2 of the process includes the Bidding Phase

- Bid sheets, additional required forms and instructions will be provided to all qualified Offeror's from Step 1.
- Qualified Offerors shall submit additional required completed forms and Bid Sheets for review by the County.
- Contract(s) will be awarded.

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 PM ON SEPTEMBER 20, 2017. *Proposals received after this deadline will not be accepted.* The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section II, E. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the County's **Request for Proposals 2018-0071-PW/MM**. *Proposals submitted by facsimile or other electronic means will not be accepted.*

Proposals must be delivered to:

Maricela Martinez, Senior Procurement Specialist
 Santa Fe County Purchasing Division
 142 W. Palace Avenue (Second Floor)
 Santa Fe, New Mexico 87501

A public log will be kept of the names of all Offeror's who submitted proposals. Pursuant to NMSA 1978, Section 13-1-116, the contents of any proposal shall not be disclosed to competing Offerors prior to contract award.

7. Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed by the Procurement Manager. This process will take place during the timeframe indicated in the Sequence of Events at III.A. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Selection of Finalists

The Evaluation Committee may select and the Procurement Manager may notify the finalist Offerors on the date indicated in the Sequence of Events at Section III.A. Only finalists will be invited to participate in the subsequent steps of the procurement if the finalist process is used.

9. Best and Final Offers from Finalists (If applicable)

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by the date indicated in the Sequence of Events at Section III.A.

10. Oral Presentation by Finalists (If Applicable)

Finalist Offerors may be required to present their proposals to the Evaluation Committee. The Procurement Manager will schedule the time for each Offeror presentation. All Offeror presentations will be held at the Santa Fe County Purchasing Division, 142 W. Palace Avenue (Second Floor), Santa Fe, New Mexico. Each presentation will be limited to one (1) hour in duration.

11. Finalize Contract

The contract will be finalized with the most advantageous Offeror during the timeframe indicated in the Sequence of Events at Section III.A. In the event that mutually agreeable terms cannot be reached within the time specified, the County reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process.

12. Contract Award

The County anticipates awarding the contract on the date in the Sequence of Events at Section III.A. These dates are subject to change at the discretion of the Santa Fe County Purchasing Manager.

The contract shall be awarded to the Offeror or Offerors whose proposal is most advantageous to the County, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

13. Right to Protest

Any protest by an Offeror must be timely and in conformance with NMSA 1978, Section 13-1-172 and applicable procurement regulations. Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits. The protests must be delivered to the Santa Fe County Purchasing Division:

Santa Fe County Purchasing
Attention: Bill Taylor, Procurement Manager
P.O. Box 276
Santa Fe, New Mexico 87504

Protests **will not** be accepted by facsimile or other electronic means. Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with Chapter 13, NMSA 1978, NMAC 1.4.1 and the Santa Fe County Procurement Regulations.

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the **Letter of Transmittal**. Submission of a proposal constitutes acceptance of the terms and conditions of the contract template attached hereto as Appendix J.

2. Incurring Cost

Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the County. The County will make contract payments to only the prime contractor.

4. Subcontractors

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the performance of the contract with the County whether or not subcontractors are used. The contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposal must be a complete replacement of the previously submitted proposal and must be clearly identified as such in the transmittal letter. County personnel will not merge, collate, or assemble proposal materials.

6. Offerors' Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the Procurement Manager. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or ninety (90) days after receipt of a best and final offer if one is submitted.

8. Disclosure of Proposal Contents

Proposals shall not be opened publicly and shall not be open to public inspection until after an Offeror has been selected for award of a contract.

An Offeror may request in writing non-disclosure of confidential data. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7, NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Santa Fe County Procurement Manger shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

This procurement in no manner obligates Santa Fe County or any of its departments to the use of any proposed professional services until a valid written contract is awarded and approved by the appropriate authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the County determines such action to be in the best interest of the County.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP 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.

12. Legal Review

The County requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be promptly brought to the attention of the Procurement Manager.

13. Governing Law

This procurement and any agreement with Offerors that may result shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied by the County in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between the County and the Contractor will follow the format specified by the County and contain the terms and conditions set forth in Appendix J.

16. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the County and the selected Offeror and shall not be deemed an opportunity to amend the proposal.

17. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA, 1978, subject to Procurement Manager approval.

18. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor technical irregularities. This right is at the sole discretion of the Evaluation Committee subject to the Procurement Manager approval.

19. Change in Contractor Representatives

The County reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the County, meeting the County's needs adequately. Any change in contractor representative must receive prior County approval.

20. 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.

21. County Rights

The County reserves the right to accept all or a portion of an Offeror's proposal.

22. Right to Publish

Throughout the duration of this procurement process and contract term, potential Offerors and contractors must secure from the County written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.

23. Ownership of Proposals

All documents submitted in response to this Request for Proposals shall become the property of the County. However, any technical or user documentation submitted with the proposals of non-selected Offerors shall be returned after the expiration of the protest period.

24. Electronic Mail Address Required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). It is recommended that the Offeror should have a valid e-mail address to receive e-mail correspondence.

25. Preferences in Procurement by Santa Fe County

A. *New Mexico Resident Business Preference.*

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

If an Offeror submits with its proposal a copy of a valid and current in-state resident business certificate, 5% of the total weight of all evaluation factors used in the evaluation of proposals may be awarded or added to the Offerors score.

Certification by the department of taxation and revenue for the resident business takes into consideration such activities as the business’ payment of property taxes or rent in the state and payment of unemployment insurance on employees who are residents of the state.

OR

B. *New Mexico Resident Veteran Business Preference.*

New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in

the award of a public works contract for a “**resident veteran business**”. Certification by the department of taxation and revenue for the resident veteran business requires the Offeror to provide evidence of annual revenue and other evidence of veteran status.

An Offeror who wants the veteran business preference to be applied to its proposal is required to submit with its proposal the certification from the department of taxation and revenue and the sworn affidavit attached hereto as Appendix C.

If an Offeror submits with its proposal a copy of a valid and current resident veteran business certificate 10% of the total weight of all the evaluation factors used in the evaluation of proposals may be awarded or added to the Offeror’s score, depending on the business’ annual revenue.

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

AND

C. Santa Fe County Business Preference

Santa Fe County Ordinance 2012-4 provides for a **County preference** for a “Santa Fe County business.” Application of the County preference in procurement requires an Offeror to obtain and provide a Santa Fe County Business Certificate issued by the Santa Fe County Procurement Manager. Certification by the Procurement Manager takes into consideration the business’ corporate standing in the state, business licensure or registration, the duration of the business’ primary office location and the payment of taxes.

If an Offeror submits with its proposal a copy of its Santa Fe County Business Certificate issued by the Purchasing Manager, 5% of the total weight of all the evaluation factors used in the evaluation of proposals may be awarded to the Offerors score.

The Resident Business, Resident Veteran Business or Santa Fe County Business preferences do not apply to procurement of services or goods involving federal funds or federal grant funds.

26. Performance Bonds and Payment Bond

If awarded the contract, the Offeror shall furnish bonds prior to commencement of work for each specific road project assignment 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 of the project assignment. 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.

i. Time of Delivery and Form of Bonds

The awarded Contractor shall deliver the required bonds to the County no later than seven (7) days following the date of execution of the Contract. If the work is to be commenced prior thereto in response to a letter of intent, the bidder shall, prior to commencement of the Work, submit evidence satisfactory to the County that such bonds will be furnished and delivered in accordance with this section. The bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

27. Wage Rates/Registration with Labor and Industrial Division of the Labor Department

The awarded contractor shall be required to fully comply with the Public Works Minimum Wage Act, NMSA 1978, 13-4-11 thru 13-4-17. The County will request a Wage Determination for each road project assignment if the cost is in excess of \$60,000.

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

28. Liquidated Damages

Liquidated damages shall be paid in accordance with the amount specified by NMDOT, Standard Specifications for Highway and Bridge Construction, 2014 Edition.

29. Double-Sided Documents

All submitted bids/proposal documents shall be double-sided, pursuant to Santa Fe County Resolution No. 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”.

30. Living Wage

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

IV. RESPONSE FORMAT AND ORGANIZATION FOR STEP 1

A. NUMBER OF RESPONSES

An Offeror shall submit one proposal in response to this RFP.

B. NUMBER OF COPIES

Offerors shall deliver one (1) original and five (5) identical copies of their proposal to the location specified in Section II, Paragraph D on or before the closing date and time for receipt of proposals.

C. PROPOSAL FORMAT

All proposals shall be limited to fifteen (15) pages in response to the evaluation factors, with the exception of licenses, resumes and certifications, which shall be added as appendices. The document shall be typewritten on standard paper 8-1/2 x 11 with a font no smaller than 12 pt. pitch, with nominal 1” margins and normal line spacing. Proposals shall be bound with tabs delineating each section and shall be printed double-sided.

1. *Proposal Organization*

The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.

- a) Letter of Transmittal
- b) Table of Contents
- c) Company Brief (optional)
- d) Statement of Qualification
- e) Response to Specifications – Evaluation Factors
- f) Campaign Contribution Disclosure Form

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP under Section V., Paragraph B. “EVALUATION FACTORS”. **All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal.**

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

The proposal summary may be included by Offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

2. Letter of Transmittal

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal **MUST**:

- a) Identify the submitting organization;
- b) Identify the name and title of the person authorized by the organization to contractually obligate the organization;
- c) Identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization;
- d) Identify the names, titles and telephone numbers of persons to be contacted for clarification;
- e) Explicitly indicate Acceptance of the Conditions Governing the Procurement stated in Section III, Paragraph C.1;
- f) Be signed by the person authorized to contractually obligate the organization;
- g) Acknowledge receipt of any and all amendments to this RFP.
- h) Acknowledge and acceptance of the terms and conditions of the Agreement attached as Appendix J.

V. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each mandatory specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

A. INFORMATION

Time Frame

The contract is scheduled to begin in or around October 2017. Santa Fe County intends on awarding multiple contracts each with a term of four years. The not-to-exceed sum of each awarded “on-call” contract will be \$2,000,000 in the four year term and/or any one purchase order issued for a project assignment made under an “on-call” the contract will not exceed \$500,000.

B. EVALUATION FACTORS

A brief explanation of each evaluation factor is listed below. Information for one evaluation factor may overlap information for a different evaluation factor. Offerors are encouraged to fully address each factor as points are given for an Offeror’s narrative response to each evaluation factor. Responses shall include information and past experience specific to the Offeror or Offeror’s team submitting the proposal. An Offeror’s discussion of each evaluation factor should be sufficiently detailed to inform and educate the Evaluation Committee.

1. Organization

- Provide a brief introduction and overview of your organization including how many years your organization has been in business as a Contractor.
- Provide the number of years your organization has been in business under its present name.
- Provide other or former names your organization operated.
- Provide name of license holder(s) (or qualifying parties) exactly as on file with the State of New Mexico, Regulation and Licensing Department, Construction Industries (CID) including:
 - License classifications
 - License codes
 - License numbers
 - Issue/expiration dates
- Include information on whether or not your organization has ever been suspended by the CID or the appropriate licensing agency in any other state. Include information on whether or not your organization is free from formal debarment from public works, federal, state or local jurisdictions.

2. Past Performance - describe all past experience and performance on road projects

- Past performance summary and past capability to meet schedules, meet budgets and meet project administration requirements for comparable projects.
 - Firm's experience in road construction projects. Provide at least three past projects, describing the project, subcontractors used, any challenges, any unique solutions/ situations, successes. For those projects, provide budget (original bid and final cost) and schedule information (original completion date and final completion date)—and any explanations as to why budget or schedule changed.
 - Offerors are cautioned that the Evaluation Committee will use data provided by teaming partners as well as data obtained from other sources in the evaluation of past performance.
3. Project Staffing /Capacity and Capability/Surety/Insurance/Claims History- Offeror's Capacity and Capability describe how the project will be staffed, key personnel that will be assigned to the project; describe the Offeror's surety history, insurance coverage and claims history
- Provide an organization chart of key project personnel/staffing and subcontractors, address how critical subcontractors are selected and managed. Describe the role of each teaming partner or subcontractor that will perform the work on the contract.
 - Provide a brief resume (education, professional certification(s), years with firm, total years of experience, and a brief description of experience supporting the proposed role) for each key project personnel.
 - Address extent to which key personnel have worked together as a team on projects of the same or greater magnitude and on projects of the same nature.
 - Describe surety history, insurance coverage and claims history.
4. Management Plan
- Describe how past construction projects were organized, managed, and administered to meet the project requirements, including security and safety controls, staging areas, delivery routes, and interfaces required at the site with the using agency.
 - Describe past processes that have minimized risk and ensured that the cost, schedule, quality status and issues were clearly communicated and mitigated with the Engineer, subcontractors, and the owner.

- Describe past processes to ensure quality control is mitigated on installed work to ensure that no work is rejected.

5. Health and Safety

- Provide evidence of a Health and Safety management system.
 - Designate the competent person responsible for and capable of implementing the safety and health program/plan.
 - Describe and firm's past record of achievement of health and safety targets including Experience Modification Rates (EMR).
6. Offeror's proposal contains a valid NM Resident Business Certificate, the preference in accordance with §13-4-2 NMSA 1978, will be applied.
7. Offeror's proposal contains a valid NM Resident Veteran Business Certificate, the preference in accordance with §13-4-2 and §13-1-22 NMSA 1978, will be applied.

VI. INSTRUCTION TO BIDDERS STEP 2

Pre-Qualified Offerors from Step 1 shall submit a Cost Proposal and the additional forms listed below:

a) **Examination of Bidding Documents**

Before submitting its bid, each bidder shall (a) examine the bidding documents thoroughly, (b) familiarize themselves with federal, state and local laws, ordinances, rules and regulations affecting performance of the work; and (c) carefully correlate their observations with the requirements of the contract documents. The submission of a Bid constitutes representation by Bidder that Bidder has complied with every requirement of this section and that the contract documents are sufficient in scope to indicate and convey understanding of all terms and conditions for performance of the work.

b) **Permits:** It is the responsibility of the Contractor and each Subcontractor to obtain required permits and inspections in accordance with Santa Fe County and State of New Mexico Construction Industries Division or any other entity that may have jurisdiction over the construction.

c) **Cost Proposal Form** – The Cost Proposal form is a Unit Price proposal. If the Offeror's proposal is accepted by the County, the Cost Proposal will be converted into a Unit Price construction contract.

Additional Required Forms

- a) Campaign Contribution Disclosure Form (Appendix B) – Pursuant to NMSA 1978, Section§ 13-1-191.1, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. This form must be filled by any prospective contractor whether or not they, their family member, or their representative has made any contribution subject to disclosure. The signed unaltered form must be submitted with your cost proposal.
- b) NM State Resident Contractor Preference Certificate or NM State Resident Veterans Preference Certificate. Offeror shall provide copy of its preference certificate and include with cost proposal.
- c) Resident Veterans Preference Certification (Appendix C), if applicable. If Offeror provides copy of NM State Resident Veterans Preference Certificate, the corresponding Resident Veterans Preference Certificate, the Offeror shall complete and include this form in their cost proposal.
- d) Bid Proposal (Appendix D)- Offeror shall complete and include the Bid Proposal with cost Proposal.
- e) Bid Form (Appendix E)- Offeror shall complete and include the Bid Form with cost Proposal.
- f) Subcontractor Listing Form (Appendix F) – Each Offeror shall complete the Subcontractor Listing Form for this solicitation and include with their cost proposal. **Please note:** a new subcontractor listing form will be required for each specific project assignment **if** the subcontractors were not listed on the original subcontractor sheet. The Offeror shall **if** provide a list of all subcontractors that will perform work on the project above \$5,000 or on half of one percent of the total contract, whichever is greater. However, all subcontractors are subject to prevailing wages for projects over \$60,000. The Offeror may not change any of the firms listed without the Owner’s consent. The Owner will consider any request for a change in the listed firms in conformance with the New Mexico “Subcontractors Fair Practices Act” (NMSA 1978, 13-4-31 through 13-4-43). All subcontractors must hold a current registration and in good standing with the Department of Workforce Solutions at the time of the bid opening.
- The Owner will consider any request for a change in the listed firms in conformance with the New Mexico “Subcontractor Fair Practices Act” (NMSA 1978 Section §13-4-41 through 13-4-43).
- g) Non-Collusion Affidavit of Prime (Appendix G) – Each Offeror shall complete the Non-Collusion Affidavit of Prime and include this form in their cost proposal.

- h) Certification of Non-Segregated Facilities (Appendix H) – Each Offer shall complete the Certification of Non-Segregated Facilities and include this form in their cost proposal.
- i) Certification of Bidder Regarding Equal Employment Opportunity (Appendix I) – Each Offeror shall complete the Certification of Bidder Regarding Equal Employment Opportunity and include this form in their cost proposal.
- j) Bid Bond, Performance Bond, Labor & Material Bonds – Each Offeror shall complete the Bond forms and include in their cost proposal.

VI. EVALUATION

A. EVALUATION SCORING

The County will evaluate the content and substance of the Offeror’s response to each evaluation factor and assign a numerical score not to exceed the maximum allowed score for that factor. The amount of discussion for each factor is an individual choice of the Offeror; however, discussion should be detailed enough to inform and educate the Evaluation Committee.

Proposals will be scored based upon the Evaluation Committee’s review and consideration of the Offeror’s response to each Evaluation Factor.

- 1. Organization..... **100 points**
- 2. Past Performance **225 points**
- 3. Project Staffing..... **225 points**
- 4. Management Plan..... **225 points**
- 5. Health and Safety **225 points**

- TOTAL POINTS 1000 points**

PREFERENCES

If an Offeror’s proposal contains a valid NM Resident Business Preference Certificate or a NM Resident Veteran Business Preference Certificate, the following points will be applied to an Offeror’s total points:

- 6. NM Resident Business Certificate**50 points**

OR

- 7. NM Resident Veteran Business Certificate**100 points**

AND

- 8. Santa Fe County Business Certificate.....**50 points**

B. EVALUATION PROCESS

The evaluation process will follow the steps listed below:

- 1. All Offeror proposals will be reviewed for compliance with the mandatory specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section III.B.7.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section III.C.18.
4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors ‘shortlisted’ based upon the proposals submitted. If an oral presentation is recommended, the ‘shortlisted’ firms will be provided questions by the Selection Committee for their “Oral Presentations.” Each presentation will be evaluated by the Selection Committee. The oral presentation that receives the highest points and is most advantageous to the County, taking into consideration the evaluation factors in Section V, will be recommended for contract award as specified in Section III.B.11. Only the points from the Oral Presentation will be calculated for most & highest qualified firms. Points from the “shortlisted” evaluations will only be used if there is a tie resulting from the Oral Presentations. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

**GENERAL CONTRACTOR'S
STATEMENT OF QUALIFICATIONS**

1. ORGANIZATION

Name: _____

Address: _____

Principal _____ Office _____

Corporation Partnership Sole Proprietorship Joint Venture

Other _____

a. How many years has your organization been in business as a licensed Contractor?

b. How many years has your organization been in business under its present business name? _____

c. Under what other or former names has your organization operated? _____

2. LICENSING

a. Name of license holder (or qualifying party) exactly as on file with the State of New Mexico Construction Industries Division (CID):

b. License Classification(s): _____; _____; _____; _____; _____; _____

c. License Number(s): _____; _____; _____; _____; _____; _____

d. Issue Date: _____ Expiration Date: _____

e. Is the firm's contractor's license free of ever being suspended or revoked by CID or by the appropriate licensing agency in any other state?

Yes, Free of suspension or revocation No, (Explain)

Explanation: _____

List all applicable Business Licenses required by State of New Mexico or local law.

1. License Number: _____ Jurisdiction: _____

Name of License Holder, exactly as it appears on file with jurisdictional authorities:

Issue Date: _____ Expiration Date: _____

2. License Number: _____ Jurisdiction: _____

Name of License Holder, exactly as it appears on file with jurisdictional authorities:

Issue Date: _____ Expiration Date: _____

3. License Number: _____ Jurisdiction: _____

Name of License Holder, exactly as it appears on file with jurisdictional authorities:

Issue Date: _____ Expiration Date: _____

g. Is your firm free from formal debarment from public works, federal, state or local jurisdictions? yes No (Explain)

Explanation: _____

3. EXPERIENCE

a. Has your firm completed **one (1) or more** road construction and/or maintenance projects of similar complexity? Yes Number: _____ No

List similar projects below: Maximum Five (5)

PROJECT #1 – Describe how project directly relates to the Road Construction and Maintenance projects.

DESCRIPTION:

Project Type: _____ Contact Title: _____
Project Name: _____ Contact Name: _____

Owner: _____ Contact Phone No: _____

DESIGN PROFESSIONAL

Name: _____ Phone No: _____

Contact: _____ Title: _____

Project Start Date: _____ Completion Date: _____

Original Contract Amount: \$ _____ Original Contract Duration (days): _____

Final Contract Amount \$ _____ Final Contract Duration (days) with all

Change Orders: \$ _____ with all Time Extensions: _____

PROJECT EXECUTION

Were Liquidated Damages Assessed on this Project? [] No [] Yes - days _____ \$ _____

Percentage of Work Subcontracted: _____ % Contract Type

[] Competitive Bid Lump Sum

[] Negotiated Lump Sum

[] Guaranteed Maximum Price

[] Other/Describe: _____

List Subcontractors/Type of Work Performed

1. _____
2. _____
3. _____
4. _____
5. _____

PROJECT #2 – Describe how project directly relates to the Road Construction and Maintenance projects.

DESCRIPTION:

Project Type: _____ Contact Title: _____

Project Name: _____ Contact Name: _____

Owner: _____ Contact Phone No: _____

DESIGN PROFESSIONAL

Name: _____ Phone No: _____

Contact: _____ Title: _____

Project Start Date: _____ Completion Date: _____

Original Contract Amount: \$ _____ Original Contract Duration (days): _____

Final Contract Amount \$ _____ Final Contract Duration (days) with all

Change Orders: \$ _____ with all Time Extensions: _____

PROJECT EXECUTION

Were Liquidated Damages Assessed on this Project? No Yes - days_____ \$_____

Percentage of Work Subcontracted: _____% Contract Type
 Competitive Bid Lump Sum
 Negotiated Lump Sum
 Guaranteed Maximum Price
 Other/Describe: _____

List Subcontractors/Type of Work Performed

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

PROJECT #3 – Describe how project directly relates to the Road Construction and Maintenance projects.

DESCRIPTION:

Project Type: _____ Contact Title: _____

Project Name: _____ Contact Name: _____

Owner: _____ Contact Phone No: _____

DESIGN PROFESSIONAL

Name: _____ Phone No: _____

Contact: _____ Title: _____

Project Start Date: _____ Completion Date: _____

Original Contract Amount: \$ _____ Original Contract Duration (days): _____

Final Contract Amount \$ _____ Final Contract Duration (days) with all
Change Orders: \$ _____ with all Time Extensions: _____

PROJECT EXECUTION

Were Liquidated Damages Assessed on this Project? No Yes - days_____ \$_____

Percentage of Work Subcontracted: _____% Contract Type
 Competitive Bid Lump Sum
 Negotiated Lump Sum
 Guaranteed Maximum Price
 Other/Describe: _____

List Subcontractors/Type of Work Performed

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

PROJECT #4 – Describe how project directly relates to the Road Construction and Maintenance projects.

DESCRIPTION:

Project Type: _____ Contact Title: _____
 Project Name: _____ Contact Name: _____
 Owner: _____ Contact Phone No: _____

DESIGN PROFESSIONAL

Name: _____ Phone No: _____
 Contact: _____ Title: _____
 Project Start Date: _____ Completion Date: _____
 Original Contract Amount: \$ _____ Original Contract Duration (days): _____
 Final Contract Amount \$ _____ Final Contract Duration (days) with all
 Change Orders: \$ _____ with all Time Extensions: _____

PROJECT EXECUTION

Were Liquidated Damages Assessed on this Project? No Yes - days _____ \$ _____
 Percentage of Work Subcontracted: _____ % Contract Type
 Competitive Bid Lump Sum
 Negotiated Lump Sum
 Guaranteed Maximum Price
 Other/Describe: _____

List Subcontractors/Type of Work Performed

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

PROJECT #5 – Describe how project directly relates to the Road Construction and Maintenance projects.

DESCRIPTION:

Project Type: _____ Contact Title: _____
Project Name: _____ Contact Name: _____
Owner: _____ Contact Phone No: _____

DESIGN PROFESSIONAL

Name: _____ Phone No: _____
Contact: _____ Title: _____
Project Start Date: _____ Completion Date: _____
Original Contract Amount: \$ _____ Original Contract Duration (days): _____
Final Contract Amount \$ _____ Final Contract Duration (days) with all
Change Orders: \$ _____ with all Time Extensions: _____

PROJECT EXECUTION

Were Liquidated Damages Assessed on this Project? No Yes - days _____ \$ _____
Percentage of Work Subcontracted: _____% Contract Type
 Competitive Bid Lump Sum
 Negotiated Lump Sum
 Guaranteed Maximum Price
 Other/Describe: _____

List Subcontractors/Type of Work Performed

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

b. State the average annual amount of construction work performed during the past five years:

c. List below major construction projects your organization has *in progress* at this time.

Project #1-Name: _____
Owner: _____ Owner Ph. # _____

Architect/Engineer: _____ Arch./Eng. Ph.# _____
 Contract Amount: _____ Percentage Complete: _____
 Scheduled Completion Date: _____

Project #2-Name: _____
 Owner: _____ Owner Ph. # _____
 Architect/Engineer: _____ Arch./Eng. Ph.# _____
 Contract Amount: _____ Percentage Complete: _____
 Scheduled Completion Date: _____

Project #3-Name: _____
 Owner: _____ Owner Ph. # _____
 Architect/Engineer: _____ Arch./Eng. Ph.# _____
 Contract Amount: _____ Percentage Complete: _____
 Scheduled Completion Date: _____

Project #4-Name: _____
 Owner: _____ Owner Ph. # _____
 Architect/Engineer: _____ Arch./Eng. Ph.# _____
 Contract Amount: _____ Percentage Complete: _____
 Scheduled Completion Date: _____

Project #5-Name: _____
 Owner: _____ Owner Ph. # _____
 Architect/Engineer: _____ Arch./Eng. Ph.# _____
 Contract Amount: _____ Percentage Complete: _____
 Scheduled Completion Date: _____

- d. List the categories of work that you organization normally performs with its own forces.
- _____
- _____
- _____
- _____

4. KEY PERSONNEL EXPERIENCE

Please note that more consideration will be given to those meeting or exceeding the required qualifications stated below.

- a. Does your assigned **Project Manager** have the following minimum qualifications and experience?

1) At least five (5) years' experience in the construction industry?
 Yes Number of Years: _____ No

- 2) Experience on at least one (1) construction types as identified in 3a?
 Yes Number Projects: _____ No

- 3) Experience as a Project Manager on one (1) or more construction projects valued at **\$100,000** or more?
 Yes Number Projects: _____ No

- b. Does your assigned ***Project Superintendent*** have the following minimum qualifications and experience?
 - 1) At least five (5) years' experience in the construction industry?
 Yes Number Years: _____ No

 - 2) Experience on at least one (1) construction type as identified in 3a?
 Yes Number Projects: _____ No

 - 3) Experience as a Project Superintendent on one (1) or more construction projects valued at **\$100,000** or more?
 Yes Number Projects: _____ No

- c. Does your assigned ***Safety Manager*** have the following minimum qualifications and experience?
 - 1) At least five (5) years' experience in a safety management role?
 Yes Number Years: _____ No

 - 2) Experience on at least one (1) construction type as identified in 3a?
 Yes Number Projects: _____ No

- d. List the individuals your firm will assign as your project manager team and the roles/functions each individual will perform during the construction/occupancy phase.
 - 1) Project Manager: _____ Years with your firm: _____

Present Position/Job Title: _____ Years in this Position: _____

List other project(s) this person has had a similar role in the past ten (10) years.

Is your Project Manager a Principal or Officer of the firm? Yes No

2) Superintendent: _____ Years with your firm: _____

Present Position/Job Title: _____ Years in this Position: _____

List other project(s) this person has had a similar role for the past ten (10) years.

Is your Superintendent a Principal or Officer of the firm? Yes No

3) Safety Manager: _____ Years with your firm: _____

Present Position/Job Title: _____ Years in this Position: _____

List other project(s) this person has had similar role for the past ten (10) years.

Is your Safety Manager a Principal or Officer of the firm? Yes No

4) QA/QC Manager: _____ Years with your firm: _____

Present Position/Job Title: _____ Years in this Position: _____

List other project(s) this person has had a similar role for the past ten (10) years.

Is your QA/QC Manager a Principal or Officer of the firm? Yes No

5. CAPACITY AND CAPABILITY TO PERFORM THE WORK

a. Resources

1) List title and number of current employees:

Title	Number
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2) Does your firm have the immediate capacity to perform the work required for this project: Yes No

6. SURETY

a. Firm's current surety company: _____

Will this surety be used for the construction contract for this project?

Yes No (Explain)

Explanation: _____

Contact Agent: Name: _____ Telephone: _____

Years utilizing this surety: _____ Maximum Capacity: _____

Aggregate Total of current surety in force: _____

- b. Is the surety company to be used on this project licensed to do business in the State of New Mexico?

[] Yes [] No (Explain)

Explanation: _____

- c. Is your firm free of having any construction contracts taken over by a surety for completion in the past five (5) years?

[] Yes [] No (Explain)

Explanation: _____

- d. Has your firm used other surety companies since 2007?

[] Yes (List) [] No

List: _____

- e. Is your firm able to obtain bonding in the amount required for the completion of this project? Please provide a notarized declaration from the surety identified above, stating the amount of bonding capacity available to your firm for this project.

[] Yes [] No (Explain)

Explanation: _____

7. SAFETY

- a. Does your firm have a written safety program compliant with current State regulations?

[] Yes [] No (Explain)

Explanation: _____

- b. List key safety personnel, including the designated safety manager who will be assigned to this project and list specific duties.

Name and Title	Specific Duties
_____	_____
_____	_____
_____	_____
_____	_____

- c. Provide your company's Workmen's Compensation Experience Modification Rate (EMR) for the past three (3) years below:

2016 _____ / 2015 _____ / 2014 _____

- d. Is your firm free of committing serious or willful violations of federal or state safety laws as determined by a final non-appealable decision of a court or government agency?

[] Yes [] No (Explain)

Explanation: _____

8. INSURANCE AND CLAIMS HISTORY

- a. Is your firm free from any court judgments, pending litigation, arbitration and final agency decisions filed within the last *five (5)* years in a construction related matter in which the contractor or any officer, is or was party? [] Yes [] No (Explain)

Explanation: _____

- b. Has your firm during the past *five (5)* years been free of a determination by a court of competent jurisdiction that it filed a false claim with any Federal, State or local government? [] Yes [] No (Explain)

Explanation: _____

- c. Does your firm have the ability to provide the required insurance in the limits stated in the sample construction contract? [] Yes [] No (Explain)

Explanation: _____

9. QUALITY ASSURANCE

- a. Does your firm have a written Quality Assurance Program?

[] Yes [] No

10. PROJECT SCHEDULING

- a. Does your firm use computerized scheduling? [] Yes [] No

If yes, which programs and versions are used? Please list.

- b. Has the firm been involved with a construction project within the past five (5) years, where the schedule was not met? Yes No

If yes, list project(s) and reason for delay:

1) Project: _____

Reason for Delay:

2) Project: _____

Reason for Delay:

3) Project: _____

Reason for Delay:

- c. Has the firm been assessed liquidated damages due to scheduling for any period in the past *ten (10)* years? Yes No

If yes, list projects:

11. LABOR CODE VIOLATIONS

- a. Has your firm, during the last five (5) years, been free of any determination by a court or an administrative agency of repeated or willful violations of laws and/or regulations pertaining to the payment of prevailing wages or employment of apprentices of public projects? Yes No (Explain)

Explanation: _____

b. Is the firm free of all Sub-contractor Fair Practices Act violations for the past *five (5)* years? [] Yes [] No (Explain)

Explanation: _____

12. EQUIPMENT

a. List below equipment to complete the work described and name of certified operator.

EQUIPMENT TYPE	OPERATOR EXPERIENCE (IN YRS)
1) _____	_____
2) _____	_____
3) _____	_____
4) _____	_____
5) _____	_____
6) _____	_____
7) _____	_____
8) _____	_____
9) _____	_____
10) _____	_____

13. NEW MEXICO RESIDENT CONTRACOR OR RESIDENT VETERANS PREFERENCE

a. Submit a copy of a valid Resident Contractor preference certificate issued by the New Mexico Taxation and Revenue Department.

OR

b. Submit a copy of a valid Resident Veterans preference certificate issued by the New Mexico Taxation and Revenue Department and complete Resident Veteran Certification form (Appendix C).

14. MANAGEMENT PLAN (attached additional pages, if necessary)

Please describe how you would manage this project, including staffing, technical approach to the project and your proposed schedule, should you be awarded this “on-call” contract. What challenges do you foresee on this project? Do you see any opportunity for value engineering and the estimated costs savings and accelerating the schedule?

APPENDIX A

**ACKNOWLEDGEMENT OF RECEIPT FORM
RFP# 2018-0071-PW/MM
ROAD CONSTRUCTION AND MAINTENANCE SERVICES**

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix K.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on August 31, 2017. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the County's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does/does not (**circle one**) intend to respond to this Request for Proposals.

Maricela Martinez
Santa Fe County Purchasing Division
142 W. Palace Avenue (Second Floor)
Santa Fe, New Mexico 87501
(505) 992-9864
(505) 989-3243
mcmartinez@santafecountynm.gov

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

The following definitions apply:

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

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

--OR--

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

Signature Date

Title (Position)

APPENDIX C

RESIDENT VETERANS PREFERENCE CERTIFICATION

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

Please check the box:

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$3M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

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

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

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

(Signature of Business Representative)* (Date)

*Must be an authorized signatory of the Business.

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

SIGNED AND SEALED THIS _____ DAY OF _____, 2017.

NOTARY PUBLIC

My Commission Expires:

**APPENDIX D
BID PROPOSAL**

**SANTA FE COUNTY PUBLIC WORKS
ROAD CONSTRUCTION AND MAINTENANCE SERVICES**

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

In compliance with the information for Bidders and in strict conformance with the Contract Documents, _____, hereinafter called the Bidder, organized and existing under the laws of the State of New Mexico as a _____(type of business or legal entity), hereby proposes to perform all the WORK required for the Road Construction and Maintenance Services on an “on-call” basis that is located in Santa Fe County, New Mexico.

The undersigned declares that the only person or parties interested in the proposal as principals are those named herein; that the proposal is made without collusion with any person, firm or corporation; that he has carefully examined the specifications, including special provisions, if any, and that he has made a personal examination of the site of the work, that he is to furnish all the necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials specified in the manner and the time prescribed; that he understands that the quantities are approximate only and subject to increase or decrease, and that he is willing to perform any increased or decreased quantities of work at unit price bid.

The undersigned hereby agrees to execute and deliver the On-Call Road Construction and Maintenance Agreement within ten (10) days, or such further time as may be allowed in writing by Santa Fe County after receiving notification of the acceptance of this proposal, and it is hereby mutually understood and agreed that in case we do not the Santa Fe County may proceed to award the contract to others.

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

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

Signature-Title

(Corporate Seal)

Corporate Name

Address

City, State, Zip Code

firms or names and titles of all
officers of Corporation.)

(Names of individual members of

Corporation organized under
the laws of the State of

New Mexico Contractor's License No.

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

THIS SPACE LEFT INTENTIONALLY BLANK

APPENDIX E
BID FORM
SANTA FE COUNTY
CONTRACTING AGENCY AND OWNER

FROM: _____

hereinafter called "Bidder".

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

hereinafter called "CONTRACTING AGENCY",

BID FOR: SANTA FE COUNTY
ROAD CONSTRUCTION AND MAINTENANCE
SERVICES
PROJECT: RFP NO. 2018-0071-PW/MM

Purchasing Division:

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

- A. Advertisement for Bids
- B. Instructions for Bidders
- C. Bid Proposal and other required bid forms as listed herein
- D. Sample Construction "On-Call" Road Construction and Maintenance Agreement
- E. Bid Security
- F. Form of Performance Bond
- G. Form of Labor and Material Payment Bond
- I. Non-Collusion Affidavit of Prime Bidder
- J. Subcontractor Listing - \$5,000.00 threshold
- K. Equal Employment Opportunity Certification
- L. Certification of Non-segregated Facilities
- M. Campaign Contribution Form

Therefore, the Bidder hereby proposes to furnish all supervision, technical personnel, labor, materials, tools appurtenances, equipment, and services (including all utility and transportation services) required to complete the construction of the Road Construction & Maintenance Services, in accordance with the above listed documents.

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern). Bidder has provided unit prices for the scope of work.

In submitting this bid, the Bidder understands that the right is reserved by Santa Fe County to reject any irregular or all bids, waive any technicalities in the bids, and accept the bid deemed to be in the best interest of the public and that Santa Fe County intends to award one contract (if at all) for the items bid. If written notice of the acceptance of this bid is mailed, telegraphed or otherwise delivered to the undersigned within sixty (60) days after the opening thereof or at any time thereafter before this bid is

withdrawn, the undersigned agrees to execute and deliver the agreement in the prescribed form within ten (10) days after the agreement is presented to him for signature.

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

Addendum No.	Date	Acknowledged by Bidder or Its Authorized Representative	Date Acknowledged
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

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

This Bid Proposal contains the following:

- A. Bid Proposal
- B. Bid Form
- C. Subcontractors Listing
- D. Non-Collusion Affidavit Bidder/Subcontractor
- E. Certification of Non-segregated Facilities Bidder/Subcontractor
- F. Certification of Bidder Regarding Equal Employment Opportunity Bidder/Subcontractor
- G. Bid Bond
- H. Subcontractors Listing
- I. Campaign Contribution Form

Respectfully submitted:

Name of Bidder: _____

Official Address: _____

By: _____
(Signature)

Title: _____

Date: _____

Email: _____

Telephone No. _____

*New Mexico Contractor's License Number and Types: _____

**APPENDIX F
SUBCONTRACTOR LISTING**

1. To be fully executed and included with Bid as a condition of the Bid (13-4-31 through 13-4-42 NMSA 1978).
2. For the purposes of this On-Call all subcontractors shall be listed regardless of the amount of the project assignment.
3. The Bidder shall list the Subcontractor’s Name, the City or County of the Place of Business and the Category of Work that will be done by each Subcontractor. The awarded contractor will be required to provide signatures for all subcontractors listed on the subcontractor listing form.
4. For *all trades* that are listed **“only one bid received”** or **“no bid received”** the Contractor must list the names and telephone numbers of all businesses contacted for a quote.

Trade:	Name of Subcontractor:	
Dollar amount of bid:		
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
If “no bid received” or “only one bid received” list name and telephone number of businesses contacted: 1. 2. 3.		
Trade:	Name of Subcontractor:	
Dollar amount of bid:		
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
If “no bid received” or “only one bid received” list name and telephone number of businesses contacted: 1. 2. 3.		
Trade:		

	Name of Subcontractor:	
Dollar amount of bid:		
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
If "no bid received" or "only one bid received" list name and telephone number of businesses contacted: 1. 2. 3.		
Trade:	Name of Subcontractor:	
Dollar amount of bid:		
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
If "no bid received" or "only one bid received" list name and telephone number of businesses contacted: 1. 2. 3.		
Trade:	Name of Subcontractor:	
Dollar amount of bid:		
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
If "no bid received" or "only one bid received" list name and telephone number of businesses contacted: 1. 2. 3.		

Trade:	Name of Subcontractor:	
Dollar amount of bid:		
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
If "no bid received" or "only one bid received" list name and telephone number of businesses contacted: 1. 2. 3.		
Trade:	Name of Subcontractor:	
Dollar amount of bid:		
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
If "no bid received" or "only one bid received" list name and telephone number of businesses contacted: 1. 2. 3.		

**APPENDIX G
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

STATE OF NEW MEXICO

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

(1) They are the _____ of _____ the Bidder that has submitted the attached Bid Proposal;

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

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

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

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

(SIGNED) _____

TITLE _____

SUBSCRIBED AND SWORN to before me this ____ day of _____ 2017.

NOTARY PUBLIC

My Commission Expires _____

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

STATE OF NEW MEXICO

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

- (1) It is the _____ of _____, hereinafter referred to as the "Subcontractor".
- (2) It is fully informed respecting the preparation and contents of the Subcontractor's proposal submitted by the Subcontractor to _____, the Contractor, for certain work in connection with the _____ contract pertaining to the _____ project in _____.
- (3) Such Subcontractors proposal is genuine and is not a collusive or sham proposal.
- (4) Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Contracting Agency or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the Subcontractor's proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SIGNED) _____

TITLE _____

SUBSCRIBED AND SWORN to before me this _____ day of _____ 2017.

Notary Public

My Commission Expires: _____

SUBCONTRACTS

- A. The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he has submitted a Non-Collusion Affidavit from the subcontractor, is substantially the form shown below, and has received written approval of such subcontractor from Santa Fe County.
- B. No proposed subcontractor shall be disapproved by Santa Fe County except for cause.

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

THIS SPACE INTENTIONALLY LEFT BLANK

**APPENDIX H
CERTIFICATION OF NON-SEGREGATED FACILITIES**

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

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

SIGNED: _____

TITLE: _____

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2017.

NOTARY PUBLIC

My Commission Expires: _____

**APPENDIX I
CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

INSTRUCTIONS

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

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

CERTIFICATION OF BIDDER

Bidder's Name: _____

Address: _____

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

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

NAME AND TITLE OF SIGNER (PLEASE TYPE)

SIGNATURE

DATE

**CERTIFICATION OF SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

INSTRUCTIONS

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

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

CERTIFICATION OF SUBCONTRACTOR

Subcontractor's Name: _____

Address: _____

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

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

NAME AND TITLE OF SIGNER (PLEASE TYPE)

SIGNATURE

DATE

**APPENDIX J
BID BOND**

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

WHEREAS, the Principal has submitted the accompanying bid, dated _____, 2017, for the Road Construction and Maintenance Services on an “on-call” basis in Santa Fe County, New Mexico.

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

B. SIGNED AND SEALED THIS _____ DAY OF _____, 2017.

BIDDER

By: _____
PRINCIPAL

(SEAL)

WITNESS

By: _____
SURETY

WITNESS

Title: _____

PERFORMANCE BOND

A. KNOW ALL MEN BY THESE PRESENT, THAT WE _____, as PRINCIPAL, hereinafter called the 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, hereinafter called the OBLIGEE, in the sum of _____ of

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

B. WHEREAS, the Principal has a written agreement dated _____, 2017, entered into a contract with Santa Fe County for the Road Construction and Maintenance Services on an "on-call" basis for projects in Santa Fe County, New Mexico, in accordance with drawings and specifications prepared by Santa Fe County which contract is referenced made part hereof, and is hereinafter referred to as the contract.

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

1. The Surety hereby waives notice of an alteration or extension of time made by Santa Fe County.
2. Whenever Contractor shall be, and declared by Santa Fe County to be in default under the contract, Santa Fe County having performed the Santa Fe County's obligation thereunder, the Surety may promptly remedy the default of shall promptly:
 1. Complete the contract in accordance with its terms and conditions, or
 2. Obtain a bid or bids for submission to Santa Fe County for completing the contract in accordance with its terms and conditions, and upon determination by Santa Fe County and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Santa Fe County, and make available as work progresses (even though there should be a default or a secession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price" as used in this paragraph, shall mean the total amount payable by Santa Fe County to Contractor under the contract and any amendments thereto, less the amount properly paid by Santa Fe County to Contractor.
3. Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.
4. No right of action shall accrue on this bond to or for the use of any person or corporation other than Santa Fe County named herein or the heirs, executors, administrators, or successors of Santa Fe County.

b. SIGNED AND SEALED THIS _____ DAY OF _____, 2017.

NOTARY PUBLIC

My Commission Expires:

PRINCIPAL

By: _____

Title: _____

Approved as to Form:

PRINCIPAL

Title: _____

Countersigned: _____

Surety's Authorized New Mexico Agent

LABOR AND MATERIAL PAYMENT BOND

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

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

B. WHEREAS, the Principal has a written agreement dated _____, 2017,
 entered into a contract with Santa Fe County for the Road Construction and Maintenance Services in
 Santa Fe County, New Mexico, in accordance with drawings and specifications prepared by Santa Fe
 County which contract is referenced made part hereof, and is hereinafter referred to as the contract.

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

1. A claimant is defined as one having a direct contract with the Principal or with a
 subcontractor of the Principal for labor, material, or both, used or reasonably required for use
 in the performance of the contract, labor and material being construed to include that part of
 water, gas, power, light, heat, oil, gasoline, telephone services or rental of equipment directly
 applicable to the contract.
2. The above named Principal and Surety hereby jointly and severally agree with Santa Fe
 County that every claimant as herein defined, who has not been paid in full before the
 expiration of a period of ninety (90) days after the date on which the last of such claimant's
 work or labor was done or performed, or materials were furnished by such claimant,
 prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and
 have execution thereof. Santa Fe County shall not be liable for payment of any cost or
 expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - a. Unless claimant, or other than one having a direct contract with the Principal, shall
 have written notice of any two of the following: the Principal, Santa Fe County, or
 the Surety above named, within ninety (90) days after such said claim is made,
 stating with substantial accuracy the amount claimed and the name of the party to
 whom the materials were furnished, or for whom the work or labor was done or
 performed.
 - b. Such notice shall be served by mailing the same by registered mail or certified
 mail, postage prepaid, in an envelope addressed to the Principal, Owner, or
 Surety, at any place where an office is regularly maintained by said Principal,
 Owner, or Surety for the transaction of business, or served in any manner in

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

4. Whenever Contractor shall be, and declared by Santa Fe County to be in default under the contract, Santa Fe County having performed the Santa Fe County’s obligation thereunder, the Surety may promptly remedy the default of shall promptly:
 1. Complete the contract in accordance with its terms and conditions, or
 2. Obtain a bid or bids for submission to Santa Fe County for completing the contract in accordance with its terms and conditions, and upon determination by Santa Fe County and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Santa Fe County, and make available as work progresses (even though there should be a default or a secession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “balance of the contract price” as used in this paragraph, shall mean the total amount payable by Santa Fe County to Contractor under the contract and any amendments thereto, less the amount properly paid by Santa Fe County to Contractor.
5. Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.
6. No right of action shall accrue on this bond to or for the use of any person or corporation other than Santa Fe County named herein or the heirs, executors, administrators, or successors of Santa Fe County.

b. SIGNED AND SEALED THIS _____ DAY OF _____, 2017.

NOTARY PUBLIC

My Commission

Contractor – Principal

By: _____

Title: _____

Approved as to Form:

Surety

Title: _____

Countersigned: _____

Surety's Authorized New Mexico Agent

APPENDIX K
SFC SPECIFICATIONS

**Santa Fe County
Single Layer Chip Seal Specification
February 22, 2017**



Description

The Contractor shall furnish all labor, equipment, material, sweeping, and other incidentals necessary to provide a single application of polymerized emulsified asphalt, cover coat aggregate and a Fog Seal to an existing pavement surface.

Materials

Bituminous Materials

1. Polymer-Modified High Float Emulsion (HFE-100P): Provide anionic HFE-100P in accordance with New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, Division 400, including but not limited to Section 402 "Asphalt Materials". The emulsion shall be pumpable and suitable for application through a distributor truck and applied at a uniform rate of .5 (1/2) gallons per square yard.

2. Polymer-Modified Catatonic Slow Setting Emulsion (CSS-1P): Provide CSS-1P in accordance with New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, Division 400, including but not limited to Section 402 "Asphalt Materials". The emulsion shall be pumpable and suitable for application through a distributor truck and applied at a uniform rate of .15 gallons per square yard. CSS-1P is referred to as the Fog Seal in other sections of this specification.

Cover Coat Material

The chips or cover coat aggregate shall be washed, hard, durable, clean rock and free from coatings or deleterious material. All of the aggregate shall be crushed aggregate with 100% fractured faces. The aggregate shall have maximum Aggregate Index of 17 in accordance with Santa Fe County's Aggregate Index Specification dated February 22, 2017. The maximum amount of flat and elongated aggregate with a ratio of 3:1 shall not exceed 12% as determined by ASTM D4791. Basalt is not an acceptable aggregate. Only one source of aggregate shall be used and shall conform to the following gradations:

Gradation Table Cover Coat Aggregate (Percent Passing)

Cover Aggregate (Percent Passing)	
Sieve Size	1/2" Chip
5/8"	100
1/2"	95-100
3/8"	0-35
No. 4	0-3
No. 10	0-1.5

Construction Requirements

Equipment

The size and condition of all equipment shall be approved prior to construction by the Project Manager. Should equipment be unsatisfactory for whatever cause, the Contractor shall remove and replace the equipment without delay or cost. The equipment shall conform to the following minimum requirements

Bituminous Distributor

A minimum of two like distributors shall be available to be used on the project. The distributors shall be self-powered and capable of providing a uniform application rate of emulsion varying from .05-.50 gallons per square yard over a variable width up to twenty feet in a single pass. The uniformity of the distributors shall not vary by more the two-hundredths gallons per square yard. The distributors shall be equipped with a variable power unit for the pump and full circulation spray bars, which are adjustable laterally and vertically. The nozzle angle and bar height shall be set to provide one hundred percent of double coverage in a single pass. Where multiple passes will be required to complete the full width, the four inches adjacent to the second pass may be left with fifty percent coverage so that the next pass will complete the full application rate specified. Distributors shall be self-powered and include computerized application controls, a tachometer, pressure gauges, accurate volume devices, calibrated tank, and a thermometer for measuring temperatures of the emulsion in the tank.

Aggregate Spreader

The aggregate spreader shall be self-propelled and supported by at least four tires on two axles capable of providing a uniform application rate of aggregate from five to fifty pounds per square yard over a variable width up to 20 feet in a single pass. The uniformity of this machine shall not vary by more than one pound per square yard. The aggregate spreader shall be equipped with the means of applying the cover coat material to the surface with computerized

application controls so that the required amount of material will be deposited uniformly over the full width of the bituminous material. A computer rate controlled aggregate spreader shall be required.

Trucks

A minimum of Six (6) dump trucks with hitches for a spreader shall be used on the project.

Rollers

A minimum of three self-propelled pneumatic tired rollers shall be used on the project unless otherwise requested by the Project Manager. The pneumatic rollers must have a minimum weight of at least five (5) tons. Tire pressure shall be specified for the pneumatic tire rollers and shall not vary more than plus or minus 5.0 psi. Depending on the speed of the chip seal operation and the width of coverage, additional rollers may be required. At no time shall the rollers travel more than 10 miles per hour.

Sweepers

At least two mechanically powered kick brooms shall be used during the sweeping operation. Sweepers shall meet applicable U.S. Environmental Protection Agency Standards. Any areas adjacent to the project where sweepers cannot access shall be removed by the use of a blow pack.

MATERIAL APPLICATION RATES

Emulsion

HFE-100P	.5 gallons per square yard
CSS1-1P	.15 gallons per square yard

Cover Coat Aggregate

1/2" chips	40lbs per square yard
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The Contractor may alter the application rate of emulsion or chips if necessary during the course of the construction upon approval by the Project Manager.

EXECUTION OF THE WORK

Surface Preparation

The contractor is responsible for sweeping the existing pavement surface prior to chip sealing. The existing paved surface shall be clean and must be pre-approved by the Project Manager

before the chip sealing operation may begin. The surface preparation will include sweeping as well as any other activities necessary to provide a clean surface prior to the chip sealing operation.

Application of Bituminous Materials

The application of the emulsion shall be performed by means of a pressure distributor in a manner to achieve a uniform and continuous spread over the asphalt surface. The temperature of the emulsion shall be a minimum of 125° F. The quantity of emulsion per square yard shall be as specified herein and agreed upon with the Project Manager. The distributor shall be moving forward at the proper application speed at the time the spray bar is opened. If at any time a nozzle becomes clogged or not spraying a proper pattern, the operation shall be immediately halted until repairs are made. Repairs shall be made immediately after deficiencies are noted and prior to the aggregate placement at all times during construction. The width of the emulsion application shall be no greater than the width of the aggregate spreader except where additional passes are required then the emulsion shall be four inches beyond the aggregate spread at a fifty percent application rate. At no time shall the emulsion be allowed to break, chill, setup, harden, or otherwise impair the aggregate retention before the aggregate has been properly applied and rolled.

Application of Cover Coat Aggregate

The aggregate shall be applied immediately following the emulsion application by the approved aggregate spreader. The quantity of cover coat aggregate shall be between 35-45 pounds per square yard and agreed upon with the Project Manager. The Contractor, prior to start of work, shall calibrate the aggregate spreader to achieve the design application rate of the cover coat aggregate. Spreading shall be accomplished in such a manner that the tires of the trucks and aggregate spreader never contact the newly applied bituminous material. The width of the aggregate spreader shall be equal to the width of the emulsion spread, except where additional passes are required. Areas, which are deficient in aggregate, shall be covered immediately with additional material.

Rolling

Initial rolling shall begin immediately after the application of cover coat aggregate. Rollers shall work in tandem and complete a minimum of three passes with a sufficient overlap. Should the rolling operation be delayed, the aggregate and emulsion spreading shall be halted until the operation regains proper sequencing and timing. The maximum speed of the rolling operations shall be 10 miles per hour.

Sweeping and Fog Seal

Within 24 hours of curing, excess aggregate shall be swept from the roadway and adjacent areas. Excess aggregate that is clean may be stockpiled and re-used in subsequent locations at the discretion of the Project Manager. The Fog Seal shall be applied to all areas chip sealed. The

Fog Seal shall be diluted 50 percent with water. The application rate shall be 0.15 gallons per square yard unless otherwise directed by the Project Manager.

Public Notification

The Contractor shall distribute an approved information flyer to all residents adjacent to the project no more than two weeks prior to the anticipated start of construction. A local telephone number will be located on the flyer and manned 24/7 until the contract is completed. The cost of public notification shall be included in the unit price of the Single Layer Chip Seal.

Manholes and Valve Boxes

The Contractor shall cover all manholes and valve boxes with an approved material during the operation which will be removed immediately after the road has been Chip Sealed and Fog Sealed. The Contractor is responsible for locating all exposed manholes and valve boxes prior to Chip Sealing. The cost of locating and covering manhole and valve boxes shall be included in the unit price of the Single Layer Chip Seal.

Weather Limitations

The chip seal shall not be applied when the existing pavement surface is moist, or when the weather is or may be detrimental. Detrimental weather is defined as rain showers, cool temperatures, moist pavements, threat of rain showers, or other environmental factors which could affect the performance of the chip seal construction. The chip seal shall be applied when ambient Temperature is above sixty degrees Fahrenheit (60° F) and rising. Chip Seal shall not be placed if the ambient temperature during the curing period is expected to be forty degrees Fahrenheit (40° F) or lower in a twenty-four (24) hour period.

Pay Item

Single Layer Chip Seal

Pay Unit

Square Yard

Work Included in Payment

Payment shall be full compensation for the Chip Seal work completed in accordance with the above specifications.

Santa Fe County
Double Layer Chip Seal Specification
August 17, 2017



Description

The Contractor shall furnish all labor, equipment, material, secondary sweeping, and other incidentals necessary to provide a double application of polymerized emulsified asphalt, cover coat aggregate and a Fog Seal to a prepared Base Course or reclaimed asphalt surface.

Materials

Bituminous Materials

1. Asphalt Emulsified Prime (AE-P): Provide AE-P in accordance with New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, Division 400, including but not limited to Section 402 "Asphalt Materials" and Section 408 "Prime Coat". The emulsion shall be pumpable and suitable for application through a distributor truck and applied at a uniform rate of .5 (1/2) gallons per square yard.

2. Polymer-Modified High Float Emulsion (HFE-100P): Provide anionic HFE-100P in accordance with New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, Division 400, including but not limited to Section 402 "Asphalt Materials". The emulsion shall be pumpable and suitable for application through a distributor truck and applied at a uniform rate of .5 (1/2) gallons per square yard.

3. Polymer-Modified Catatonic Slow Setting Emulsion (CSS-1P): Provide CSS-1P in accordance with New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, Division 400, including but not limited to Section 402 "Asphalt Materials". The emulsion shall be pumpable and suitable for application through a distributor truck and applied at a uniform rate of .15 gallons per square yard. CSS-1P is referred to as the Fog Seal in other sections of this specification.

Cover Coat Material

The chips or cover coat aggregate shall be washed, hard, durable, clean rock and free from coatings or deleterious material. All of the aggregate shall be crushed aggregate with 100% fractured faces. The aggregate shall have maximum Aggregate Index of 17 in accordance with Santa Fe County's Aggregate Index Specification dated February 22, 2017. The maximum amount of flat and elongated aggregate with a ratio of 3:1 shall not exceed 12% as determined

by ASTM D4791. Basalt is not an acceptable aggregate. Only one source of aggregate shall be used and shall conform to the following gradations:

Sieve Size	1/2" Chip
3/4"	100
5/8"	100
1/2"	95-100
3/8"	0-35
No. 4	0-3
No. 10	0-1.5

Construction Requirements

Equipment

The size and condition of all equipment shall be approved prior to construction by the Project Manager. Should equipment be unsatisfactory for whatever cause, the Contractor shall remove and replace the equipment without delay or cost. The equipment shall conform to the following minimum requirements

Bituminous Distributor

A minimum of two like distributors shall be available to be used on the project. The distributors shall be self-powered and capable of providing a uniform application rate of emulsion varying from .05-.50 gallons per square yard over a variable width up to twenty feet in a single pass. The uniformity of the distributors shall not vary by more than two-hundredths gallons per square yard. The distributors shall be equipped with a variable power unit for the pump and full circulation spray bars, which are adjustable laterally and vertically. The nozzle angle and bar height shall be set to provide one hundred percent of double coverage in a single pass. Where multiple passes will be required to complete the full width, the four inches adjacent to the second pass may be left with fifty percent coverage so that the next pass will complete the full application rate specified. Distributors shall be self-powered and include computerized application controls, a tachometer, pressure gauges, accurate volume devices, calibrated tank, and a thermometer for measuring temperatures of the emulsion in the tank.

Aggregate Spreader

The aggregate spreader shall be self-propelled and supported by at least four tires on two axles capable of providing a uniform application rate of aggregate from five to fifty pounds per

square yard over a variable width up to 20 feet in a single pass. The uniformity of this machine shall not vary by more than one pound per square yard. The aggregate spreader shall be equipped with the means of applying the cover coat material to the surface with computerized application controls so that the required amount of material will be deposited uniformly over the full width of the bituminous material. A computer rate controlled aggregate spreader shall be required.

Trucks

A minimum of Six (6) dump trucks with hitches for a spreader shall be used on the project.

Rollers

A minimum of three self-propelled pneumatic tired rollers shall be used on the project unless otherwise requested by the Project Manager. The pneumatic rollers must have a minimum weight of at least five (5) tons. Tire pressure shall be specified for the pneumatic tire rollers and shall not vary more than plus or minus 5.0 psi. Depending on the speed of the chip seal operation and the width of coverage, additional rollers may be required. At no time shall the rollers travel more than 10 miles per hour.

Sweepers

At least two mechanically powered kick brooms shall be used during the sweeping operation. Sweepers shall meet applicable U.S. Environmental Protection Agency Standards. Any areas adjacent to the project where sweepers cannot access shall be removed by the use of a blow pack.

MATERIAL APPLICATION RATES

Emulsion

AE-P	.5 gallons per square yard
HFE-100P	.5 gallons per square yard
CSS1-1P	.15 gallons per square yard

Cover Coat Aggregate

First Layer	1/2" Chips	40lbs per square yard
Second Layer	1/2" chips	40lbs per square yard

The Contractor may alter the application rate of emulsion or chips if necessary during the course of the construction upon approval by the Project Manager.

EXECUTION OF THE WORK

Surface Preparation

The Contractor shall be responsible for preparing the Subgrade in accordance with the Santa Fe County Subgrade Preparation Specification dated February 22, 2017, prior to placing the Base Course. The Contractor shall be responsible for preparing the Base Course in accordance with the 2014 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction prior to placing the Double Layer Chip Seal.

Application of Bituminous Materials

The application of the emulsion shall be performed by means of a pressure distributor in a manner to achieve a uniform and continuous spread over the asphalt surface. The temperature of the emulsion shall be a minimum of 125° F. The quantity of emulsion per square yard shall be as specified herein and agreed upon with the Project Manager. The distributor shall be moving forward at the proper application speed at the time the spray bar is opened. If at any time a nozzle becomes clogged or not spraying a proper pattern, the operation shall be immediately halted until repairs are made. Repairs shall be made immediately after deficiencies are noted and prior to the aggregate placement at all times during construction. The width of the emulsion application shall be no greater than the width of the aggregate spreader except where additional passes are required then the emulsion shall be four inches beyond the aggregate spread at a fifty percent application rate. At no time shall the emulsion be allowed to break, chill, setup, harden, or otherwise impair the aggregate retention before the aggregate has been properly applied and rolled.

Application of Cover Coat Aggregate

The aggregate shall be applied immediately following the emulsion application by the approved aggregate spreader. The quantity of cover coat aggregate shall be between 35-45 pounds per square yard and agreed upon with the Project Manager. The Contractor, prior to start of work, shall calibrate the aggregate spreader to achieve the design application rate of the cover coat aggregate. Spreading shall be accomplished in such a manner that the tires of the trucks and aggregate spreader never contact the newly applied bituminous material. The width of the aggregate spreader shall be equal to the width of the emulsion spread, except where additional passes are required. Areas, which are deficient in aggregate, shall be covered immediately with additional material.

Rolling

Initial rolling shall begin immediately after the application of cover coat aggregate. Rollers shall work in tandem and complete a minimum of three passes with a sufficient overlap. Should the rolling operation be delayed, the aggregate and emulsion spreading shall be halted until the operation regains proper sequencing and timing. The maximum speed of the rolling operations

shall be 10 miles per hour.

Sweeping and Fog Seal

Within 24 hours of curing, excess aggregate shall be swept from the roadway and adjacent areas. Excess aggregate that is clean may be stockpiled and re-used in subsequent locations at the discretion of the Project Manager. The Fog Seal shall be placed no sooner than 2 weeks after the placement of the chip seal. Prior to Fog Seal the contractor will be required to sweep the roadway. The Fog Seal shall be applied to all areas chip sealed. The Fog Seal shall be diluted 50 percent with water. The application rate shall be 0.15 gallons per square yard unless otherwise directed by the Project Manager.

Public Notification

The Contractor shall distribute an approved information flyer to all residents adjacent to the project no more than two weeks prior to the anticipated start of construction. A local telephone number will be located on the flyer and manned 24/7 until the contract is completed. The cost of public notification shall be included in the unit price of the Double Layer Chip Seal.

Weather Limitations

The chip seal shall not be applied when the previous chip seal layer is moist, or when the weather is or may be detrimental. Detrimental weather is defined as rain showers, cool temperatures, moist pavements, threat of rain showers, or other environmental factors which could affect the performance of the Chip Seal construction. The chip seal shall be applied when ambient Temperature is above sixty degrees Fahrenheit (60° F) and rising. Chip Seal shall not be placed if the ambient temperature during the curing period is expected to be forty degrees Fahrenheit (40° F) or lower in a twenty-four (24) hour period.

Pay Item

Pay Unit

Double Layer Chip Seal

Square Yard

Work Included in Payment

Payment shall be full compensation for the Chip Seal work completed in accordance with the above specifications.

**Santa Fe County
Aggregate Index Specification
February 22, 2017**



Description

The Aggregate Index (AI) combines test values from the Los Angeles Wear Test, Soundness Loss Test, and Absorption Test. The AI is a single value representing the overall quality of the source from which the aggregates are obtained. Do not use to evaluate individual aggregate stockpile quality.

Sampling and Testing Procedures

Determine Los Angeles wear, soundness loss, and absorption values for the AI equation using at least five random test samples obtained from all stockpiles at the source in accordance with AASHTO T 2. Submit all of the five samples to a Department approved private Laboratory for combination into a single sample. The Project Manager or the State Materials Bureau will have a list of approved private laboratories. Extract a representative test sample from the single sample to determine the Los Angeles wear and absorption values.

Prepare the sample used to determine the absorption as follows:

Plus 3/4 in	1000 grams
3/4 in to 1/2 in	1000 grams
1/2 in to 3/8 in	1000 grams
3/8 in to #4	1000 grams

Separate the remaining amount of the single sample into five test samples using the procedures in AASHTO T 248. Calculate a soundness loss value for each of these five samples using Table 910.2:1, "Standard Gradation for Soundness Loss Testing."

**Table
Standard Gradation for Soundness Loss Testing**

Sieve size	% passing
1 1/4 in	100
1 in	100
3/4 in	79
1/2 in	53
3/8 in	34
No. 4	0

Average the five soundness loss results to obtain the overall soundness loss value for the subject aggregate pit.

Testing of Aggregates

Perform the following tests using a State Materials Bureau approved Testing Laboratory:

1. Los Angeles Wear (in accordance with AASHTO T 96, Method B);
2. Soundness loss (in accordance with AASHTO T 104); and
3. Absorption (in accordance with AASHTO T 85 or NMDOT 001 (20066)).

Use the same private Laboratory for the entire project unless otherwise approved (in writing) by the Project Manager.

Obtain samples under the observation of the Project Manager.

Split samples into two samples in accordance with AASHTO T 248.

Frequency of Testing

Submit samples at least once every year to maintain continuous approval of Commercial Material Sources.

Equation

Calculate the AI of a coarse aggregate to the nearest whole number in accordance with the following equation:

$$AI = \frac{1}{3} \sqrt{LA^{2.2} + SL^{3.0} + A^{4.0}}$$

where:

- AI** is the aggregate index
- LA** is the Los Angeles Wear, the percent of aggregate wear at 500 revolutions if tested in accordance with AASHTO T 96
- SL** is the soundness loss of the sample if tested in accordance with AASHTO T 104 using magnesium sulfate with a test duration of 5 cycles and a standard gradation
- A** is the absorption, the amount of moisture retained if tested in accordance with AASHTO T 85

Example:

1. Determine the L.A. Wear as a whole number – for example, 25;
2. Determine the Soundness Loss as a whole number – for example, 15;
3. Determine the Absorption as a whole number – for example, 3;
4. Calculate the value of the L.A. Wear taken to the 2.2 power – that is, $25^{(2.2)} = 1189.8$;
5. Calculate the value of the Soundness Loss taken to the 3rd power – that is, $15^{(3)} = 3375$;
6. Calculate the value of the Absorption taken to the 4th power – that is, $3^{(4)} = 81.0$;
7. Add the value obtained from steps 4, 5, and 6 – that is, $11.89.8 + 3375 + 81.0 = 4645.8$;
8. Determine the square root of Step 7 – that is, $\sqrt{4658.8} = 68.2$;
9. Divide the result from Step 8 by 3 – that is, $68.2 \div 3 = 22.7$; The A.I. for this sample is 22.7.

**Santa Fe County
Subgrade Preparation Specification
August 17, 2017**



Description

This work consists of compacting and finishing the subgrade.

Construction Requirements

Maximum dry density of all soil types encountered or used will be determined in accordance with AASHTO T 180 (Modified Proctor) Method D (TCCP Modified) and AASHTO T 224.

Compact the top six inches of the Roadbed to 95% of maximum density.

Ensure the soil moisture content (at the time of compaction) is from optimum minus five percent (5%). 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 optimum moisture plus four percent (4%).

Conduct field density tests at locations according to Minimum Testing Requirements, in accordance with AASHTO T 130.

Tolerances

Ensure the top surface of the finished Subgrade is either crowned at 2% or super-elevated at 2% to that assure water drains into the ditches. Adjusting the profile of the subgrade should be limited to minor adjustments and must be approved by the Project Manager.

Pay Item

Subgrade Preparation

Pay Unit

Square Yard

Work Included in Payment

Cleaning and re-shaping of the roadside ditches to assure drainage leaves the roadway and enters the drainage structures will be incidental to this pay item and no additional payment will be included. Subgrade Preparation will be paid for at the width of the chip seal or HMA roadway surface. No payment will be made for re-handling or reworking material to meet moisture and density requirements.

Specifications for Micro-Surfacing



General Conditions:

All work under this contract shall meet any applicable specifications as set forth in the New Mexico Department of Transportation Standard Specifications for Highway and Bridge construction, current edition and current Special Provisions and Supplemental Specifications. The Contractor warrants and represents that it has taken into consideration and is familiar with project site conditions, the nature and location of the work, conformation of the ground and roadway, character of soils, materials and surface conditions to be encountered, availability and cost for labor, materials and equipment necessary to perform the work herein, scheduling requirements and impacts, applicable safety and security rules and regulations and any matter which may affect the project.

All equipment proposed to be used to accomplish the work described herein shall be of sufficient size and in such mechanical condition to meet requirements of work and to produce a satisfactory quality of work. Equipment used on any portion of the project shall be such that no damage to roadway, adjacent property or other highways will result from its use.

NMDOT's drop-off policy shall be adhered to for all applicable operations and will be considered incidental to the work and no separate measurement or payment will be made therefore. All materials and equipment storage shall adhere to the appropriate "Clear Zone" requirements for posted speeds and geometric conditions.

The successful Contractor must have more than one self-propelled lay down machine available at all times, in order to satisfy different work orders at the same time.

Traffic Control:

The Contractor shall abide with the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, current edition and current special provisions and supplemental specifications, Section 700 on Traffic control Devices and with the Manual of Uniform Traffic Control Devices current edition, Part VI – Traffic Control for Street and Highway Construction and Maintenance Operations. Contractor shall submit a traffic control plan to the Project Manager two (2) weeks prior to actual construction. The County Traffic Manager shall review and approve the proposed signage, location of signs and location and type of all traffic channelization devices to be utilized prior to the beginning of operations. All lane changes and detours must also be approved by the County Traffic Manager or their designee.

The Contractor shall furnish directly (or provide through an approved subcontractor) all traffic control for the work within the purchase order including traffic control devices, planning management. This shall include the preparing and implementing of traffic control plan in conformance with the Manual of Uniform Traffic Control Devices (MUTCD) and in conformance with the NMDOT Special Provisions Section 702, an approved traffic control plan and the standard specifications. Traffic control plan, shall be in accordance with and materials conform to the applicable requirements of Section 701 – Traffic Signs and Sign Structures; Section 702 – Traffic Control Devices for Construction; Section 704 – Pavement Markings and Section. These items shall include the provision by the Contractor of traffic control management and shall comply with Section 618 – Traffic Control Management of the Standard Specification and any revisions thereof. It is the responsibility of Contractor to have the traffic control plan approved by the County traffic Engineer prior to starting the work. No work shall be performed without a Santa Fe County approved Traffic Control Plan.

The Contractor shall also provide sufficient flagmen, when deemed necessary by the Project Manager or their designee, to assist with the traffic control during operations. The Contractor shall also remove or cover temporary signage that is required during nonworking hours and night-time hours. At least one lane shall remain open to traffic with adequate flagging and treated roadways shall be reopened to traffic during night-time or non-working hours.

All traffic control planning, management, devices and activities necessary to conform to an approved traffic control plan will be considered incidental to other bid items; no measurement or separate payment will be made thereof; except temporary and permanent pavement markers.

Temporary Pavement Markings:

The Contractor shall provide and install removable temporary reflectorized tape or reflectorized temporary pavement tab markings. The Contractor shall properly maintain all reflectorized pavement markings for a period of two weeks after placement. The Project Manager or their designee will have the option to decide which type of markings the Contractor is to provide. Pavement markings shall be installed at the end of each day’s operations and shall be immediately tamped after application until it thoroughly adheres to the finished asphalt surface.

SUPPLEMENTAL SPECIFICATIONS FOR MICRO-SURFACING

All pertinent provisions of the New Mexico Transportation Standard Specifications for Highway and Bridge Construction, current edition and current special provisions and supplemental specifications shall apply in addition to the following:

Scope of Work:

This work consists of a micro-surfacing system which shall be a mixture of mineral aggregate, cationic polymer modified asphalt emulsion, mineral filler, water, and other additives mixed and placed on the paved surface in accordance with these specifications and to the dimensions designated by the Project Manager or his designee. The micro-surfacing system shall produce a cured mixture with a homogeneous appearance, a firm surface adhesion, and a skid resistant texture.

Submittals:

The Contractor shall provide the Project Manager or their designee with mix design fifteen (15) days prior to beginning construction that meets the following requirements.

1. A sample of emulsified asphalt with mix design.
2. A Certificate of Compliance and analysis from the manufacturer of emulsified asphalt.
3. Target gradation for combined aggregate and mineral filler.
4. Provide test reports for mineral aggregate that meets Material requirements below.
5. Provide verification that Hydrated Lime meets Material requirements below.
6. Provide a Manufacturer's Certificate of Compliance for Mineral Filler.
7. Provide calibration documentation for each mixing unit that includes an individual calibration for each material at various settings, which can be related to the machines metering devices.

Materials:

Mineral Aggregate – use one hundred percent (100%) manufactured mineral aggregates that shall be generated by crushing operations from a single source and shall be composed of clean, tough, and durable particles of crushed tap rock, crushed granite, crushed sandstone or other high-quality aggregate as approved by the Project Manager or their designee. A sand equivalent of 65 or higher is required. The aggregate shall show a maximum weight loss of 25 percent when subjected to four cycles of conditioning using magnesium sulfate solution in accordance with AASHTO T104 and resistance to degradation of small-size course aggregate by abrasion and impact of 30 percent maximum in accordance with AASHTO T96. The tests shall be performed on the gradation to be used on the project.

Mineral Aggregate Gradation Type – when tested in accordance with AASHTO T 27 and AASHTO T 11, the mineral aggregate shall conform to the following gradation requirements for type II or Type III as specified by the Project Manager or their designee.

Type II (Fine Graded Surface Course)	Percent Passing by Weight	Stockpile Tolerance
3/8 inch	100	0
NO. 4	90-100	+/-2
NO. 8	65-90	+/-5
NO. 16	45-70	+/-5
NO.30	30-50	+/-5
NO.50	18-30	+/-5
NO.100	10-21	+/-5
NO.200	5-15	+/-2

Type III (Fine Graded Surface Course)	Percent Passing by Weight	Stockpile Tolerance
½ inch	100	0
3/8 inch	98-100	+/-2
NO. 4	86-94	+/-5
NO. 8	45-65	+/-5
NO. 16	25-46	+/-5
NO.30	15-35	+/-5
NO.50	10-25	+/-4
NO.100	7-18	+/-3
NO.200	5-15	+/-2

The gradation of the aggregate shall not vary by more than the stockpile tolerance from the mix design submitted by the Contractor while also remaining within the specification gradation band. The percentage for aggregate passing any two successive sieves shall not change from one end of the specified range to the other end.

Screening shall be required at the stockpile if there are any problems created by oversized materials in the mix.

Mineral Aggregate Stockpiling and Storage:

If the mineral aggregates are stored or stockpiled, they shall be handled in such a manner as to prevent segregation, mixing of the various materials or sizes, and contamination with foreign materials. The grading of aggregates proposed for use and as supplied to the mixing plant shall be uniform. Suitable equipment of acceptable size shall be furnished by the Contractor to work the stockpile sand to prevent segregation of the aggregates. The aggregate shall be passed over scalping screen prior to transfer to the micro-surfacing mixing machine to remove oversize material.

Emulsified Asphalt Material:

The asphalt emulsion materials shall be designated as **CSS-1hP** or **CQS-1hP** and shall meet the requirements of **AASHTO M 208** for each prospective designation (**CSS-1hP** or **CQS -1hP**) with the following exceptions.

EMULSION TESTS

TEST METHOD	DESCRIPTION	SPECIFICATION
AASHTO T 59	Settlement and Storage of Emulsified Asphalts 24-h	1% Maximum
AASHTO T 59	Distillation of Emulsified Asphalt *	62% Maximum
AASHTO T 53	Softening Point of Asphalt Residue	135 Deg. F Minimum

*The temperature for this test should be held at 350 +/- 9 Deg. F for 20 Minutes. The mixture shall be agitated constantly during the distillation process with a gentle stirring action. Complete the total distillation in 60 +/- 5 minutes from the first application of heat.

The Polymer shall be incorporated by blending with approved base asphalt prior to emulsification or it shall be co-milled with the asphalt to produce the finished emulsion. The distillation residue of the modified emulsion shall contain a minimum of 3.0 percent polymer by weight. Each load of emulsified asphalt shall have a certificate of Analysis/Compliance indicating the emulsion meet specifications.

Mineral Filler:

Mineral filler shall be non-air entrained Portland cement or hydrated lime which is free of lumps and foreign matter conforming with requirements of AASHTO-M17. The type and amount of mineral filler needed shall be determined by a laboratory mix design and will be considered as part of the mineral aggregate gradation. An increase or decrease of less than (1 %) may be permitted when the micro-surfacing is being placed if it is found to be necessary for better consistency or set times.

The Contractor shall conduct trial mix designs for both Portland cement and hydrated lime mixes for each individual project and aggregate source. The trial mix results shall be submitted the County for review and written approval two (2) weeks prior to construction.

Water:

The water shall be potable and shall be free of harmful soluble salts, reactive chemicals and any other contaminants.

Other Additives:

With the approval of the Project Manager or designee additives approved by the emulsion manufacturer may be added to the emulsion mix or to any of the component materials to provide control of the set time in the field. Appropriate additives and their applicable use range should be approved by the laboratory that submitted the mix design.

Mix Design:

The mixture design and resulting job mix formula shall be supplied by the Contractor. The following shall be required in the mix design provided by the Contractor; the mix design shall show the results of the wet cohesion test run in accordance with **ISSA-TB-139** and shall have minimum values of 12 kg-cm min, at 30 minutes and 20 kg-cm at 60 minutes. The mix design shall show the results of the loaded wheel test run in accordance with **ISSA-TB-109** and shall have a maximum value of 50 g/sq. ft. The mix design shall show the results of the wet track abrasion test run in accordance with **ISSA-TB-100** and shall show the results of 50 g/sq. ft. after one hour and 75 g/sq. ft. after six days of soaking. The optimum asphalt content shall be selected between the minimum asphalt content found by the wet track abrasion test and the loaded wheel test. The mix design shall show the source of the aggregate to be used in the mix, the results of aggregate to be used in the mix, the results of tests, mix compatibility tests, and mix design gradation. The mix design shall show the type of asphalt emulsion, the base stock asphalt cement, the manufacturer of the polymer, and the manufacturer of emulsified asphalt. The mix design shall show the percent asphalt emulsion to be included in the mix as percent of dry aggregate weight. The mix design shall show the type of mineral filler and the percent of aggregate weight and allowable variation. The mix design shall show allowable additives and allowable percentage of additives by weight of aggregate, to control mixing and breaking. These mix design requirements may be subject to testing of laboratory produced mixes or trial batch material prior to placement of project material.

Composition of Mixture:

The polymer modified micro-surfacing shall consist of a uniform mixture of aggregate and CSS-IP emulsion and mineral filler, water and field control additive as required. The emulsion and aggregate must be compatible so that a complete uniform coating of the aggregate will be obtained in the mixing process. The mixture must have sufficient working life to allow for proper placement at the existing ambient temperature and humidity when the paving mixture is placed with relative humidity of not more than 50% and ambient air temperature at not more

than 75 degrees F, it must cure sufficiently that uniformly moving traffic can be allowed in one hour with no damage to the surface. Location subject to sharp turning or stopping and starting traffic may require additional curing.

The job mix formula shall meet with the approval of the Project Manager or their designee; and proportions to be used shall be within the following limits:

Residual asphalt	6.0 to 90% combined Weight of dry aggregate And mineral fill.
Mineral filler (Portland cement or Hydrated Lime)	0.5 to 3.0% by weight of dry aggregate
Field control Additive	As required to provide control of break and cure
Water	As required to provide The proper consistency

The mixture shall be designed so that the mineral aggregate will produce a gradation which conforms to the limitations for the design grading for type specified herein. The gradation will be determined in accordance with AASHO T11 and shall be based upon aggregate and mineral filler.

Determination of Mixture Composition and Tolerances:

Determination of aggregate gradation may be based on sieve analysis of representative samples from the stockpile at their job site. The amount of mineral filler added to the mix shall be included in determining the total minus no. 200 aggregate fraction. (The asphalt content may be determined with a nuclear asphalt content gauge (NAC). Alternately, aggregate gradation and asphalt content may be determined by AASHTO-T164.

Mix samples will be taken from the mixing unit discharge in a manner such that the complete discharge stream is included in the sample. Mix samples shall be dried to constant weight at 230 degrees F plus or minus 10 degrees F prior to determination of asphalt content and aggregate gradation.

CONSTRUCTION REQUIREMENTS:

General:

It shall be the responsibility of the Contractor to produce, transport and place the specified paving mixture in accordance with these specifications and as approved by the Project Manager or their designee. The finished micro-surfacing shall have a uniform texture free from excessive

scratch marks, tears or other surface irregularities. The cured mixture shall adhere fully to the underlying pavement.

Equipment:

All equipment for the handling of all materials and mixing and placing of the mixture shall be maintained in good repair and operating condition and is subject to the approval of the Project Manager or their designee. Any equipment found to be defective and potential affecting the quality of the paving mixture shall be replaced. All scaled used in weighing aggregate and emulsion shall conform to the requirements of section 401.

The material shall be mixed by self-propelled micro-surfacing mixing machine which shall be continuous flow mixing unit able to accurately deliver and proportion the aggregate emulsified asphalt, mineral filler, field control additive and water to a revolving multi-blade mixer; and discharge the mixed product on a continuous flow basis. The machine shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral filler, field control additive, and water to maintain an adequate supply to the proportioning controls. The machine shall also be equipped with self-loading devices which provide for the loading of all materials while continuing to lay micro-surfacing, thereby eliminating unnecessary construction joints. The machine shall be equipped with opposite side driving stations to optimize longitudinal alignment. The machine shall be equipped to allow the mix operator to have full hydrostatic control of the forward and reverse speed during application of the micro-surfacing material. The self-loading devices, opposite side driving stations and forward and reverse speed controls shall be original equipment manufacturer design individual volume or weight controls.

Individual volume or weight controls for proportioning each material to be added to the mix shall be calibrated and properly marked. The aggregate feed to the mixer shall be equipped with revolution counter or similar devices so that the amount of aggregate used may be determined at any time.

The mixing machine shall be equipped with a water pressure system and nozzle type spray bar to provide a water spray immediately ahead of and outside the spreader box. It also shall, be equipped with and approved fines feeder that shall provide uniform, positive, accurately entered, metered, predetermined amount of the specified mineral filler.

The machine shall have Electronic Monitoring System ("EMS"). The EMS shall monitor and display application rates and totals used for aggregate, emulsion, fines, water and additive. It shall also calculate and display ratios of emulsion to aggregate, fines to aggregate, additive to aggregate, water to aggregate and application rate lbs. per sq. yd. (requires operator to input spreader box width). A hard copy report must be able to be printed on demand which will display: date, weight of aggregate used since last reset, weight of emulsion used since last reset, weight of fines used since last reset, gallons of additive used since last reset, gallons of water used since last reset, emulsion to aggregate ratio, additive to aggregate ratio, water to aggregate ratio.

Spreading Equipment:

The paving mixture shall be spread uniformly by means of a mechanical type spreader box attached to the mixer, equipped with paddles or other devices to agitate and spread the materials throughout the box. The spreader box used must be capable of obtaining the desired lines and grade as shown on the plans. A front seal shall be provided to ensure no loss of the mixture at the road surface. The rear seal shall act as a strike off and shall be adjustable. The mixture shall spread to fill cracks and minor surface irregularities and leave a uniform skid resistant application of aggregate and asphalt on the surface. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike-off. The seam where the two spreads join shall be neat appearing and uniform. A secondary strike-off shall be provided to improve surface texture. The secondary strike-off shall be provided to improve surface texture. The secondary strike-off shall have the same adjustment as the rear seal.

Surface Preparation:

The Contractor shall supply and make available, at all times all the necessary equipment required to clean and sweep the surfaces to be treated. Areas to be swept and cleaned are to be determined by the Project Manager or their designee. A self-propelled power sweeper will be required for surface preparation.

Placement Operations:

The area to be surface shall be thoroughly cleaned of all vegetation, loose aggregate and soil. Water used in pre-wetting the surface ahead of and outside the spreader box shall be applied at a rate to dampen the entire surface without any free flowing water ahead of the spreader box.

Temperature & Weather Limitations:

The material shall be spread only when the atmospheric temperature is at least 50 degrees F and rising and the weather is not foggy or rainy and there is no forecast of temperatures below 32 degrees within 24 hours after mix placement

Ruts:

The Project Manager or their designee may direct that preliminary micro-surfacing material be placed to fill ruts, utility cuts, and depressions in the existing surface, before the final surface course is placed. Ruts of 1/2 inch or greater depths shall be filled independently with a rut filling spreader box either 5 foot or 6 foot in width. For irregular or shallow rutting less than 1/2 inch in depth, a full width scratch coat pass may be used as directed by the Project Manager. Each individual rut fill, utilizing a rut filling spreader box shall be crowned to compensate for traffic compaction. Ruts that are in excess of 1 1/2 inches depth may require multiple placements with rut filling spreader box to restore the original cross section.

Surface Tolerances:

No excessive build-up, uncovered area, or unsightly appearance will be permitted on a longitudinal or transverse joints. Longitudinal shall be placed on lane lines. Excessive overlap will not be permitted. Care shall be taken to ensure straight lines along roadway centerline, lane lines, or shoulder or curb lines. Lines at intersections will be kept straight to provide a good appearance.

Areas which cannot be reached with the mixing machine shall be surfaced using hand tools to provide complete and uniform coverage. The area to be hand worked shall be lightly dampened prior to mix placement.

Care shall be exercised in areas that require hand work so that the finished surface is uniform in texture, dense, and of overall appearance comparable to that produced by the spreader box. Micro-surfacing material required to repair deficiencies due to unsatisfactory workmanship will be designated by the Project Manager or their designee.

Method of Measurement:

Micro-surfacing will be measured by the ton.

Aggregate:

The quantity of aggregate used in accepted portions of the work shall be measured by electronic monitoring system on paving machine as provided in printed tickets. The amount of aggregate must fall between the specified ranges of 23 to 28 lbs. of dry aggregate per square yard of micro-surfacing treatment to be acceptable.

Polymer Modified Asphalt Emulsion:

The quantity of polymer modified asphalt emulsion in the accepted portions of the work shall be measured by tons of material based on the accepted load tickets issued from the supplier at the completion of the project. Any unused emulsion shall be weighed back and the quantity deducted from the accepted asphalt emulsion quantity delivered. Mineral filler, modifier, water and all other additives shall be considered subsidiary items and shall not be paid for separately.

Mineral Filler:

The quantity of mineral filler (Portland cement or hydrated lime) in the accepted portion of the work shall be measured by the ton and shall be included in the micro-surfacing items. At the completion of the project any unused mineral filler shall be weighed back and that quantity deducted from the accepted mineral filler quantity delivered.

Traffic Control:

All traffic control items such as signs, barricades, traffic, channelization devices and sequential flashing arrows that are required for proper traffic control for rural and urban operations will

be measured on a daily basis. (Day for purposes of traffic control is defined as a minimum of one complete setup for all signing and traffic channelization devices.) All measurements are to be verified by the Project Manager or their designee.

Temporary Pavement Markings:

Reflectorized tape marks will be measured on a linear foot basis (actual length of strip only) applied to the treated asphalt surface as directed and verified by the Project Manager of using agency or designee.

Tab pavement marks will be measured by each applied to the treated asphalt surface as directed and verified by the Project Manager of the using agency or designee. Temporary pavement markings (tape or tabs) shall be removed within two weeks of re-establishment of permanent striping.

Basis of payment:

Micro-surfacing will be paid for at the contract unit price per ton for composite mixture. This will include aggregate, emulsified asphalt, mineral filler. Separate payment will not be made for additives used in the emulsion mix or to any other component materials which provide control of the setting time in the field.

The price shall be full compensation for furnishing all preparations: mixing and applying materials and for all labor, equipment, tools, test designs, cleaning, and incidentals necessary to complete the job as specified therein.

All quantities are to be measured by the Project Manager or their designee and shall be considered to be final and all payments for same will be made on this basis.

PAYMENTS AND INVOICING:

Within fifteen days after Santa Fe County receives written notice from the Contractor that payment is requested for services, construction or items of tangible personal property delivered on site and received, Santa Fe County shall issue a written certification of complete or partial acceptance or rejection of the services, construction or items of tangible personal property. If Santa Fe County finds the services, construction or items of tangible property are not acceptable, it shall, within thirty (30) days after the date of receipt of written notice from the Contractor that payment is requested, provide to the Contractor a letter of exception explaining the defect or objection to the services, construction or delivered tangible personal property along with details of how the Contractor may proceed to provide remedial action. Upon certification by Santa Fe County that the services, construction or items of tangible personal property have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is post marked. After the thirtieth (30th) day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the purchase order to the Contractor at the rate of one and one half percent (1 ½%) per month. For purchases funded by state or federal grants to local

public bodies, if the public body has not received the funds from the federal or state funding agency, but has already certified that the services or items of tangible personal property have been received and accepted, payments shall be tendered to the Contractor within (5) working days of receipt of funds from that funding agency.

Final payment shall be made within thirty (30) days after the work has been approved and accepted by Santa Fe County of his/her duly authorized representative. The Contractor agrees to comply with state laws and Worker's Compensation Insurance coverage for its employees. If the Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so the purchase order may be cancelled effective immediately.

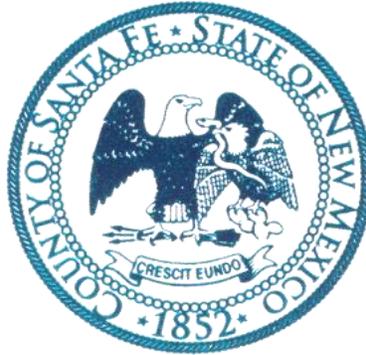
Invoice To:
Santa Fe County Public Works Department
Projects Division
Assigned Project Manager

APPENDIX L
SAMPLE AGREEMENT

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

PROJECT (short title) _____

**PROJECT
LOCATION** _____



**SANTA FE COUNTY
PURCHASING DIVISION**
2013 EDITION, Part A of Two Parts

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

THIS AGREEMENT is made and entered into on this _____ day of _____, 2017, by and between SANTA FE COUNTY (hereinafter referred to as the “(County)”, a New Mexico political subdivision, and _____ a _____ licensed to do business in the State of New Mexico, hereinafter referred to as the “Contractor”.

Hereinafter “County”:

Hereinafter “Contractor”:

Santa Fe County
PO Box 276
Santa Fe, New Mexico 87504-0276
TELEPHONE: 505-986-6200

Telephone: _____
Fax No. _____

RECITALS

WHEREAS, the County needs road construction and maintenance services on an “on-call” basis and as-needed for a variety of projects throughout the County as funding becomes available and as specific needs are identified; and

WHEREAS, pursuant to NMSA 1978, Section 13-1-112 NMSA 1978, competitive sealed proposals were solicited through a formal Request for Proposal (RFP No. 2017-0295-PW/MM) for these services; and

WHEREAS, the County selected multiple qualified and experienced contractors to assist the County in a variety of construction projects pursuant to NMSA 1978, Section 13-1-154.; and

WHEREAS, based upon the evaluation criteria stated in the RFP for the purpose of determining the most qualified offerors, the County has determined the Contractor as one of the most responsive and highest rated offerors; 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.

NOW THEREFORE, in consideration of the premises and mutual obligations herein in Parts A and B of this Agreement, the parties hereto agree as follows:

1. PURPOSE OF THIS ON-CALL CONTRACT

The purpose of this Agreement for road construction and maintenance services on an “on-call” basis is to provide for the timely availability of road construction services for projects as needed by the County. During the term of this on-call Agreement, the County in its sole discretion will determine the projects to be assigned to the Contractor. When assigning a project to the Contractor, the County will issue a Project Assignment using the Attachment 1 form attached hereto. The assignment will include a description of the assigned scope of work or services, a project schedule and the Contractor’s costs and compensation for completion of the assigned project. If the Contractor plans to use consultants or subcontractors for a particular project assignment the Contractor will also provide a completed Sub Contractor’s form indicated on Exhibit F, attached hereto. For each project assignment the County will send the Contractor a notice to proceed with the assignment using the Authorization to Proceed form (Attachment 2).

2. SCOPE OF WORK

A. The scope of work as determined by the County will be described on Attachment 1 at the time of a Project Assignment is made to the Contractor.

3. COMPENSATION, INVOICING, AND SET-OFF

A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:

- 1) Contractor acknowledges and agrees that this Agreement executed by the parties does not authorize the performance of any services or work, commit funds to compensate Contractor for any services or work performed, or obligate the County to compensate the Contractor for any services or work. Services or work shall be authorized by issuance of a Project Assignment (Attachment 1) together with a purchase order issued by the County to the Contractor after execution of this Agreement, which purchase order shall set forth the matter for which services or work is authorized and the maximum compensation available for the authorized services or work. The total maximum compensation available to Contractor under this “on-call” Agreement and all Project Assignments issued under this Agreement shall not exceed \$2,000,000.00, exclusive of NM grt, over the term of this Agreement and/or any one purchase order under the contract shall not exceed \$500,000, exclusive of any applicable gross receipts tax.
- 2) For all purchase orders issued under this Agreement, the County shall compensate the Contractor for services satisfactorily performed. All costs and expenses shall be in accordance with Exhibit A (Bid Sheets) and as stated in the Project Assignment (Attachment 1, Project Assignment form).
- 3) The total amount payable to the Contractor under this Agreement, exclusive of NM grt shall not exceed \$2,000,000.00 over the term of this Agreement. Any NM grt levied on the amounts payable under this Agreement shall be paid by the County to the Contractor.
- 4) This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Contractor when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended.

B. The Contractor shall submit a written request for payment, on the form attached hereto as Exhibit B (Pay Request form), when payment is due under this Agreement. Upon the County’s receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Contractor

acknowledges and agrees that the County may not make any payment hereunder unless and until the County has issued a written certification accepting the contractual items or services. Within 30 days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within 30 days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

- C. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.
- D. Payment under the Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

4. EXHIBIT LIST

Exhibit A	Bid Sheets
Exhibit B	Application for Payment
Exhibit C	Amendment to Agreement
Exhibit D	Subcontractor's Listing Form
Exhibit E	Technical Specifications as listed in Plan Set
Exhibit F	Labor and Material Payment Bond
Exhibit G	Performance Bond
Exhibit H	Assignment of Antitrust Claims
Exhibit I	Certificate of Liability Insurance
Exhibit J	Notice of Contract Award
Exhibit K	Notice to Proceed
Exhibit L	Change Order to Project Assignment

Exhibit M

Certificate of Substantial Completion

5. ATTACHMENT LIST

Attachment 1

Project Assignment form – Scope of Work and Schedule

Attachment 2

Project Specific Quote/Bid Sheets pertinent to Project Assignment

SIGNATURE PAGE

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

SANTA FE COUNTY

Henry P. Roybal, Chair
Santa Fe County Board of County Commissioners

ATTESTATION

Geraldine Salazar
Santa Fe County Clerk

Date

Approved as to form:

Gregory S. Shaffer
Santa Fe County Attorney

Date

Finance Department Approval

Don D. Moya
Finance Director

Date

CONTRACTOR:

(print name and title)

Date

Part A to Agreement No. _____

EXHIBIT A
BID SHEETS

EXHIBIT B

APPLICATION FOR PAYMENT

To: Santa Fe County Public Works

Contractor Name:

Address:

Office Phone:

Cell Phone:

Payment Period: _____

Pay Request No.:

Contract No.:

Santa Fe County Project No.:

Job Name:

STATEMENT OF CONTRACT AMOUNT

1) Original Contract Amount (including tax)	\$
2) Approved "Contract Revisions" Through No. 1	\$
3) Adjusted Contract Amount	\$
4) Total Value of Work Completed	\$
5) Value of Stored Materials	\$
6) Total Value – Job to Date (Line 4 & 5)	\$
7) Less Previous Month's Total Value – Pay App #	< \$ >
8) This Month's Work Completed	\$
9) Less Refainage (0 % of Line 8)	< \$ >
10) This Month's Net Amount Due	\$

CERTIFICATION OF THE CONTRACTOR:

I hereby certify that the work performed and the materials supplied to date, as shown on the above, represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between the undersigned and _____ relating to the above reference project. I also certify that the payment, less applicable retention, have been made through the period covered by previous payments received from the owner, and (1) to all my subcontractors (sub-subcontractors) and (2) for all materials and labor used in or in connection with performance of the contract. I further certify I have complied with Federal, state and local tax laws including Social Security laws and Unemployment Compensation Law and Workman's Compensation laws insofar as applicable to the performance of this Contract.

CONTRACTOR

Authorized By Date

Title

PROJECT REPRESENTATIVE

Santa Fe County Public Works
OWNER

Recommended by/Date: _____

Authorized By/Date: _____

Title

Title

EXHIBIT C

**SANTA FE COUNTY
AMENDMENT NO. ___ TO THE AGREEMENT
WITH _____
TO PROVIDE “ON-CALL” CONSTRUCTION AND MAINTENANCE SERVICES**

THIS AMENDMENT is made and entered into this _____ day of _____ 2017, by and between **Santa Fe County**, hereinafter referred to as “County”, a New Mexico political subdivision, and _____ hereafter referred to as “the Contractor.”

WHEREAS, pursuant to NMSA 1978, Sections 13-1-112, competitive sealed proposals were solicited via a formal Request for Proposal, RFP No. 2017-0295-PW/MM for on-call road construction and maintenance services; and

WHEREAS, on _____, the County and Contractor entered into Agreement No. 2017-0295-PW/MM (the “Agreement”) that provides for the Contractor’s provision of services on an on-call basis; and

WHEREAS, pursuant to Part B, Article 12, (NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED) must be in writing and signed by both parties; and

NOW THEREFORE, BOTH PARTIES AGREE AS FOLLOWS.

The County and Contractor hereby agree to modify _____ Article _____ of the Agreement as follows:

IN WITNESS WHEREOF, the parties have duly executed this Amendment No. 1 to the Agreement as of the date first written above.

SANTA FE COUNTY

_____ Date: _____
Katherine Miller
Santa Fe County Manager

APPROVED AS TO FORM:

Gregory S. Shaffer
Santa Fe County Attorney

Date: _____

FINANCE DEPARTMENT:

Don D. Moya
Santa Fe County Finance Director

Date: _____

CONTRACTOR:

By: _____

Date: _____

EXHIBIT D

SUBCONTRACTOR'S LISTING FORM

1. To be fully executed and included with Bid as a condition of the Bid (13-4-31 through 13-4-42 NMSA 1978).
2. For the purposes of this Project all subcontractors must be listed regardless of the amount of work being performed.
3. The Bidder shall list the Subcontractor's Name, the City or County of the Place of Business and the Category of Work that will be done by each Subcontractor. The contractor will be required to provide signatures for all subcontractors listed on this subcontractor listing form.
4. For *all trades* that are listed "**only one bid received**" or "**no bid received**" the Contractor must list the names and telephone numbers of all businesses contacted for a quote.

Trade:	Name of Subcontractor:	
Dollar amount of bid:		
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
If "no bid received" or "only one bid received" list name and telephone number of businesses contacted:		
1.		
2.		
3.		
Trade:	Name of Subcontractor:	
Dollar amount of bid:		
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
If "no bid received" or "only one bid received" list name and telephone number of businesses contacted:		
1.		
2.		

3.		
Trade:	Name of Subcontractor:	
Dollar amount of bid:		
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
If "no bid received" or "only one bid received" list name and telephone number of businesses contacted: 1. 2. 3.		
Trade:	Name of Subcontractor:	
Dollar amount of bid:		
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
If "no bid received" or "only one bid received" list name and telephone number of businesses contacted: 1. 2. 3.		
Trade:	Name of Subcontractor:	
Dollar amount of bid:		
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		

If "no bid received" or "only one bid received" list name and telephone number of businesses contacted:		
1.		
2.		
3.		
Trade:	Name of Subcontractor:	
Dollar amount of bid:		
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
If "no bid received" or "only one bid received" list name and telephone number of businesses contacted:		
1.		
2.		
3.		
Trade:	Name of Subcontractor:	
Dollar amount of bid:		
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
If "no bid received" or "only one bid received" list name and telephone number of businesses contacted:		
1.		
2.		
3.		

EXHIBIT E
TECHNICAL SPECIFICATIONS AS LISTED IN PLAN SET

EXHIBIT F

LABOR AND MATERIAL PAYMENT BOND (SAMPLE)

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

WHEREAS, the PRINCIPAL has a written contract dated _____, 2017, with the
COUNTY for the road construction and maintenance services 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 _____, 2017.

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 G

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 _____, 2017, with the COUNTY for the road construction and maintenance services in Santa Fe County, New Mexico, in accordance with drawings and specifications which contract is referenced made part hereof, and is hereinafter referred to as the "Contract."

C. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract (including any amendment thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect until the COUNTY shall by written instrument notify the SURETY that the obligation is discharged, except that the obligation shall continue for at least three (3) months following the expiration of the term of the Contract.

1. The SURETY hereby waives notice of any alteration or extension of the Contract time made by the COUNTY.
2. Whenever CONTRACTOR shall be, and is declared by the COUNTY to be in default under the Contract, the COUNTY having performed the COUNTY'S obligations thereunder, the SURETY must promptly remedy the default and shall promptly:
 - (1) Complete the Contract in accordance with its terms and conditions, or
 - (2) Obtain a bid or bids for submission to the COUNTY for completing the Contract in accordance with its terms and conditions, and upon determination by the COUNTY and SURETY of the lowest responsible bidder, arrange for a contract between such bidder and Santa Fe County, and make available as work progresses (even though there should be a default or a secession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price" as used in this paragraph, shall mean the total amount payable by the COUNTY to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by the COUNTY to CONTRACTOR.

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

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

SIGNED AND SEALED THIS _____ DAY OF _____, 2017.

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 H

ASSIGNMENT OF ANTITRUST CLAIMS

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

FIRM NAME:
ADDRESS:

PROJECT:

PHONE NO.:

PROJECT NO:

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

FIRM: _____

BY: _____
Signed by Individual empowered to obligate Suppliers,
Subcontractors or Sub-subcontractors

TITLE: _____

EXHIBIT I

CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT J

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 K

NOTICE TO PROCEED

TO:

DATE:

PROJECT:

ATTN:

PROJECT NO.

CONTRACT NO.

RFP 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], 2017, 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, Architect or Engineer. 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, Architect or Engineer for information and processing.

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

OWNER:

Santa Fe County

SFC [redacted] DEPARTMENT

By:

[redacted signature line]

Director, SFC Department

EXHIBIT L
CHANGE ORDER

PROJECT ASSIGNMENT NO.:

CONTRACTOR
CHANGE ORDER NO:

ENGINEER

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

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

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

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

The Original Contract Sum was	
Net change by previously authorized Change Orders	\$0.00
The Contract Sum prior to this Change Order was he Contract Sum will be increased/decreased/unchanged	
by this Change Order in the amount of	\$0.00
The new contract Sum including this Change Order will be	\$0.00
The Contract Time will be increased/decreased/unchanged by <input type="text"/> days.	
The date of Substantial Completion as of the date of this Change Order therefore is: <input type="text"/>	

CHANGE ORDER SIGNATURE PAGE

REVIEWED

SANTA FE COUNTY
PROJECT MANAGER

By: _____

Date: _____

AGREED AND RECOMMENDED

CONTRACTOR

By: _____

Date: _____

Title: _____

ENGINEER

By: _____

Date: _____

APPROVED

SANTA FE COUNTY MANAGER

By: _____

Date: _____

SANTA FE COUNTY FINANCE

By: _____

Date: _____

APPROVED AS TO FORM:

GREGORY S. SHAFFER
SANTA FE COUNTY ATTORNEY

EXHIBIT M

CERTIFICATE OF SUBSTANTIAL COMPLETION

SANTA FE COUNTY – (INSERT DEPARTMENT)

Public Works Director or designee (name): _____

CONTRACTOR: _____

Contractor Purchase Order Number: _____

ENGINEER (if applicable): _____

Project Name: _____

Contract Date: _____

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

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

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

Contractor

Signature

Print Name

Date

Accepted by Santa Fe County

Signature (Public Works Director or Designee) Print Name Date

Inspected/Concurrence Architect/Engineer

Signature Print Name Date

PUNCH LIST

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

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

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

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

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

Punch List Items: (Use additional sheets if necessary)

**ATTACHMENT 1
PROJECT ASSIGNMENT
SCOPE OF WORK AND PROJECT SCHEDULE**

Project Name: _____

Project Assignment No. _____

A. SCOPE OF WORK

The project includes construction/maintenance services:
(Insert Scope of Work)

B. PROJECT SCHEDULE

TASK	DATE TO BE COMPLETED
1.	
2.	
3.	

C. CONTRACT TIME

The number of days for the completion of work (the contract time) is _____ working days. Where working days are defined as every day except Saturday, Sundays, and Holidays as specified in Section 101 of the NMDOT Standard Specifications for Highway and Bridge Construction (2014 Edition).

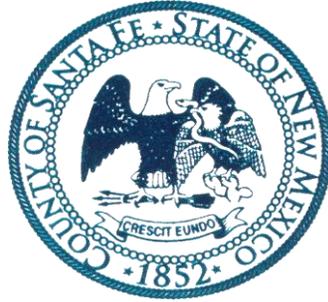
D. LIQUIDATED DAMAGES

Liquidated damages in the amount of \$_____ per each working 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.

E. LABOR AND MATERIAL BONDS

F. WAGE RATES (if applicable)

ATTACHMENT 2
PROJECT SPECIFIC QUOTE/BID SHEETS
PERTINENT TO PROJECT ASSIGNMENT



**SANTA FE COUNTY
PURCHASING DIVISION**

**GENERAL TERMS AND CONDITIONS OF THE
AGREEMENT BETWEEN
SANTA FE COUNTY AND
CONTRACTOR FOR CONSTRUCTION
SERVICES**

2017 Edition, Version 1.0, Part B of the Agreement

Changes, additions, deletions and/or any modifications other than those agreed upon execution of this contract, without the written consent of Santa Fe County shall render this document null and void.
(THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.)

**ARTICLE 1
THE CONTRACT DOCUMENTS**

1.1 DOCUMENTS

The contract documents consist of the following:

- Part A Agreement between County and Contractor for Construction Services
- Part B General Conditions of the Construction Contract
- Conditions of the Work of the Construction Contract
- New Mexico State Department of Transportation (NMDOT)
- Standard Specification for Highway and Bridge Construction, (2014 Ed.)
- A Project Assignment issued by the County to the Contractor

**ARTICLE 2
THE WORK**

2.1 THE WORK

The work under this contract is located within the Santa Fe County, New Mexico. The work consists of, but is not limited to road construction/installation of drainage structures, water crossings, turning and bike lanes, grading and drainage improvements; paving, striping, milling and overlay, and traffic control for various County Roads, Driveways and Parking Lot Construction projects within Santa Fe County.

2.2 THE PROJECT

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: Road Construction and Maintenance Services on an “on-call” basis for miscellaneous road construction projects located throughout Santa Fe County. As applicable, Unit pricing shall be established for each category of construction and quantities shall be determined on a per project basis when a Project Assignment is issued.

**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 consecutive working days after the date of written Notice to Proceed issued by the County, hereto attached as Exhibit K.

3.3 SUBSTANTIAL COMPLETION

The Contractor shall achieve Substantial Completion as stated on the Notice to Proceed, except as hereafter extended by valid written Change Order. A Certificate of Substantial Completion, attached hereto as Exhibit P, will be issued by the County to the Contractor, as adjusted by any Change Order, attached hereto as Exhibit L.

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 specified in the (NMDOT) Standard Specifications for Highway and Bridge Construction for every working 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 in a Project Assignment 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 in a Project Assignment 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.

A Project Assignment may be amended by mutual agreement by both parties using the Change Order from attached hereto as Exhibit L.

ARTICLE 4 PROGRESS PAYMENTS

4.1 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 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 or any Project Assignment issued under this Agreement. 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 5
FINAL PAYMENT**

5.1 FINAL PAYMENT

The entire unpaid balance of the Contract Sum of a Project Assignment, shall be paid by the County to the Contractor within 30 calendar days after notification of the County and/or by the Engineer (if applicable) 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 Engineer. In addition, for each Project Assignment the Contractor shall provide to the County a certified statement of Release of Liens and Consent of Surety.

5.2 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 a Project Assignment 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 for any Project Assignment issued under this contract.

**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 Assignment.
- 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 signed by the County and/or Engineer, provided they have 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 of a Project Assignment 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 Project Assignment.
- 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** *Lump Sum Agreement (See Stipulated Sum Agreement)*
- 1.11** *Lump 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** *Lump 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 and/or Engineer, checked and augmented as required by the Contractor or Construction Manager is appended hereto as Exhibit P. 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 Engineer and 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 Lump 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 Engineer 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 (6) or more hours on a Saturday, Sunday or County-recognized Holiday, the Engineer 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. The construction of this project will be in accordance with contract documents prepared by Santa Fe County except as otherwise specified herein or in the contract. The Santa Fe County Specifications shall supersede the NMDOT specifications in instances where there is conflict.

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 and any Project Assignment issued under this Agreement 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 one hundred percent (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 one hundred percent (100%) of the contract price 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 or a Project Assignment issues under 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 ten 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 ten 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 ten 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 and necessary therefore.

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, hereto attached as Exhibit O to allow for additions, deletions, and revision as specified in Article 2 "The Work" of the Agreement between Santa Fe County and the Contractor or to amend the terms and conditions by a Change Order.

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 or Engineer for formal decision, with a copy to the other party. Such formal decision of the Engineer is binding upon the Contractor and the County unless either or both notify each other and the Engineer in writing within 15 days of their receipt of the decision that they are unwilling to abide by the Engineer'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 Engineer fails to provide a written decision or a reasonable schedule to issue a written decision within ten 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 the 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 Owner 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 they have 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. 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 require under subparagraphs 14.4 and 14.5 hereof shall provide adequate protection for the Contractor and his 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 percent 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 or a Project Assignment 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 under this Agreement and any Project Assignment. 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 a Project Assignment or assign any claims for money due or to become due under this Agreement or a Project Assignment 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 or Project Assignment 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 (10) 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 Department
Attention: Public Works Director
102 Grant Avenue
Santa Fe, New Mexico 87501

To the Contractor: _____

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 or Project Assignment, 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 included in the Contract or Project Assignment. 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 Engineer/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 Engineer/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 Engineer/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 Engineer/County and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Engineer/County with two corrected copies. If requested by the Engineer/County the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Engineer/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 Engineer/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 he/she 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 Engineer/County, of equal substance and function. It shall not be purchased or installed by the Contractor without the Engineer/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 and a Project Assignment.
- 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 all 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 required by this Contract or a Project Assignment, 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 Engineer/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 the Contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Engineer and the County.

10. WEATHER CONDITIONS

- 10.1** In the event of temporary suspension of work, or during inclement weather, or whenever the Engineer/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 Engineer/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 in connection with this Contract. 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 the Contract or by the County, or its duly authorized representatives.

- 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 Engineer/County, in a diligent manner. The Contractor shall notify the Engineer/County immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Engineer/County for approval.
- 11.3** Where the Contractor has not taken action but has notified the Engineer/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 Engineer/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 all 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 concerning work performed or to be performed under this Contract or any Project Assignment.

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 Engineer/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 WORK

- 15.1** No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the County. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

- A. Unit bid prices previously approved.
- B. An agreed lump 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 ten percent (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 the contract or a Project Assignment, 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 or the Engineer, acting officially for 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 the services under this Contract or any Assignment. 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 the Contract or Project Assignment requires.

17.2 The County has the right to inspect and test all services called for by the Contract or a Project Assignment, to the extent practicable at all times and places during the term of the 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 requirements, the County may require the Contractor to perform the services again in conformity with Contract requirements, at no increase in contract amount. 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 requirements, 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 or a Project Assignment 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 Engineer/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 Engineer/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 Engineer/County shall be equitable.

19. WARRANTY OF CONSTRUCTION

19.1 In addition to any other warranties in this Contract, the Contractor warrants that work performed under this Contract including a Project Assignment conforms to the Contract requirements 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 that is the subject of a Project Assignment. 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 requirements 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 (1) 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 for a Project Assignemnt, the Contractor shall immediately give notice to the Engineer/County of such conditions before they are disturbed. The Engineer/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 Engineer approved by the County, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When 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 the 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 price.

22.2 Schedule

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit five (5) 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. All 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. MUTUAL RESPONSIBILITY OF CONTRACTORS

23.1 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.

24. SEPARATE CONTRACT

24.1 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 Engineer/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.

25. ENGINEER’S AUTHORITY

25.1 The Engineer/County shall give all orders and directions contemplated under this Contract and specifications, relative to the execution of the work. The Engineer/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 said

work and the construction thereof. The Engineer/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 including a Project Assignment, the determination or decision of the Engineer/County shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this Contract or a Project Assignment affected in any manner or to any extent by such question.

25.2 The Engineer/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 Engineer/County.

26. STATED ALLOWANCES

26.1 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 the Contract Specifications covering this work.

27. USE OF PREMISES AND REMOVAL OF DEBRIS

27.1 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 Engineer/County, not to cut or otherwise alter the work of any other Contractor.

28. QUANTITIES OF ESTIMATE

28.1 Wherever the estimated quantities of work to be done and materials to be furnished under this Contract or a Project Assignment 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 contemplated by this Contract or a Project Assignment, 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.

29. 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 work to be performed under this Contract or Project Assignment.

30. GENERAL GUARANTY

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 (1) year from the date of final acceptance of the work provided for in a Project Assignment unless a longer period is specified. The County will give notice of observed defects with reasonable promptness.

31. 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.

32. 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, a Project Assignment or to any benefit that may arise therefrom.

33. 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 including a Project Assignment. 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.

34. 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 Engineer, 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.