

**SANTA FE COUNTY  
PUBLIC WORKS DEPARTMENT**

**INVITATION FOR BID**



**CONSTRUCTION SERVICES FOR COUNTY  
ROAD 84 ARROYO JACONA  
LOW WATER CROSSING**

**IFB No. 2019-0205-PW/MM**

**APRIL 2019**

**SANTA FE COUNTY  
CONSTRUCTION SERVICES FOR COUNTY ROAD 84  
ARROYO JACONA LOW WATER CROSSING**

**Table of Contents**

**BIDDING DOCUMENTS**

Advertisement .....3  
Instructions for Bidders .....4  
Bid Proposal .....17  
Bid Form .....19  
Bid Sheets.....21  
Bid Bond .....22  
Performance Bond.....23  
Labor and Material Payment Bond .....25  
Subcontractor Listing .....28  
Certification of Prime Contractor Regarding Equal Employment Opportunity .....29  
Certification of Subcontractor Regarding Equal Employment Opportunity.....29  
Non-Collusion Affidavit of Prime Contractor .....30  
Non-Collusion Affidavit of Subcontractor.....30

**APPENDICES**

A. Acknowledgement of Receipt of Invitation to Bid Form.....32  
B. Campaign Contribution Disclosure Form.....33  
C. Federal Wage Rate Determination.....35  
D. State Wage Rates.....36  
E. Sample Construction Contract .....45  
F. Drawings and General Requirements .....46

**ADVERTISEMENT**

**INVITATION FOR BIDS  
CONSTRUCTION SERVICES FOR COUNTY ROAD 84  
ARROYO JACONA LOW WATER CROSSING  
IFB No. 2019-0205-PW/MM**

The Santa Fe County Public Works Department is requesting bids to procure a licensed construction company to repair and replace the low water crossing caused by the flooding damage at County Road 84 Arroyo Jacona located in Santa Fe County. Bids may be held for ninety (90) days subject to action by Santa Fe County. Santa Fe County reserves the right to reject any and all bids in part or in whole.

This procurement and the terms and conditions of the construction contract are governed by regulations of the U.S. Department of Homeland Security Federal Emergency Management Agency. **All bids must be received by 2:00PM on Thursday, May 30, 2019 at the Santa Fe County Purchasing Division, 142 W. Palace Avenue (Second Floor), Santa Fe, NM 87501.** By a submitted bid for the requested materials and/or services each firm is certifying that their bid is in compliance with the regulations and requirements stated within the IFB.

**A Pre-Bid Conference & Site Visit will be held on Wednesday, May 8, 2019 at 2:00 PM at the Projects, Facilities & Open Space Division located at 901 W. Alameda, Suite 20-C, Santa Fe, N.M. 87501. The Pre-Bid Conference & Site Visit is MANDATORY.**

**EQUAL OPPORTUNITY EMPLOYMENT:** All qualified bidders will receive consideration of contract(s) without regard to race, color, religion, sex, national origin, ancestry, age, physical and mental handicap, serious mental condition, disability, spousal affiliation, sexual orientation or gender identity. We encourage small and minority businesses, women's business enterprises and labor surplus area firms to bid this project.

Information on Invitation for Bid packages is available by contacting Maricela Martinez, Santa Fe County, by telephone at (505) 992-9864 or by email at [mcmartinez@santafecountynm.gov](mailto:mcmartinez@santafecountynm.gov) . A copy of the advertisement information will also be located on the Santa Fe County website at [http://www.santafecountynm.gov/asd/current\\_bid\\_solicitations](http://www.santafecountynm.gov/asd/current_bid_solicitations).

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

Santa Fe County Public Work Department  
Publish: April 28 & 29, 2019

## **INSTRUCTIONS FOR BIDDERS**

Bids are requested by Santa Fe County for construction services to repair/replace the asphalt and concrete low water crossing caused by the flooding damage at county Road 84 Arroyo Jacona low Water Crossing.

This procurement and the terms and conditions of the construction contract are governed by regulations of the U.S. Department of Homeland Security Federal Emergency Management Agency (herein referred to as FEMA).

### **2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses**

- a. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- b. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- c. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- d. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the

Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

f. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

g. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and sub grants of amounts in excess of \$150,000

must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

h. Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the

OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

i. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

j. See § 200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

1. BACKGROUND SUBGRANT APPLICATION:

A-06-NM-4152-PW-00424(0)

During the incident period of September 9, 2013 thru September 22, 2013 heavy rain caused wide spread flooding throughout Santa Fe County.

On the Oweenge Rd (84 County road) coordinates Lat. 35.8892, Long – an asphalt road section of approximately 300 LF long was washed out include a concrete low water slab.

The affected road section as shown on the flood map is located at the intersection of the Pojoaque River with two water intermittent bodies which flowing along the Dry Creek Rd and Arroyo Adenois Lujan Rd.

The increase of the Pojoaque River water flow and the water passing through the road lead to the river, caused the asphalt road and the concrete low water crossing slab washed out as detailed below:

300ft L x 24 ft W x .25 ft thick / 27 = 67 equivalent to 134 TON of hot mix asphalt surface, NMDOT specification: HMA SP-IV washed (using a conversion factor of 2 TON by CY provided by Santa Fe County Road Department and validated as reasonable by the CEF project specialist according to the data obtained from the Thomas glover pocket guide)

300 fl L x 24 ft W x .50 ft D/27=133 CY equivalent to 240 TON of base course material under the asphalt surface washed out (using a convention factor of 1.8 TON by CY provided by Santa Fe County Road Department and validated as reasonable by the CEF project specialist according to the data obtained from the Thomas glover pocket guide).

The fill unclassified material under the 300 lf of road section affected were washed out approximately 300 ft L x 24 ft W x 4ft D/27 = 1,067 CY and Additional 50 ft L x 24 ft W x 4ft D/27 = 178 CY of filled unclassified material on another road section at the same affected area were washed out, for a total of 1245 CY of unclassified material washed out. A concrete low water crossing slab of 70 ft L x 50 ft W x 1 ft D/27 = 130 CY was washed out. The GPS coordinates were taken on the affected location.

2. LOCATION AND DESCRIPTION OF WORK: The work under this contract is located within Santa Fe County, New Mexico.

The contractor shall provide all labor, equipment, materials and services necessary to complete the following services on CR 84 and Arroyo Jacona Low Water Crossing which has a work area of approximately 782 lf by 22 lf:

Provide removal of structures and obstructions, unclassified excavation, excavation and backfill for major structures, subgrade preparation, 6” of base course, 3” of minor paving, structural concrete Class AA, traffic control and mobilization in accordance with Santa Fe County and NMDOT specifications.

Dewatering for placement of concrete is incidental to this project.

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

**Specifications**

The Santa Fe County Specifications shall supersede the NMDOT specifications in instances where there is a conflict. The Specifications utilized for this project are as follows:

- a) Santa Fe County Subgrade Preparation Specification dated August 17, 2017
- b) Santa Fe County Traffic Control Specification dated January 26, 2018
- c) New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, 2014 edition

**Work to be Completed:**

In order to restore the facility to its original design, function and capacity back to pre-disaster condition, the applicant used force account labor and equipment to develop the following tasks:

Place 1245 CY of fill unclassified on the road section affected, re-grade and reshape the area in order to keep the road open to traffic.

The breakdown costs is as follows:

1. Force Account labor, 460 hours, FEMA cost code 9007 for a total of \$8,709.19
2. Force Account equipment, 460 hours, FEMA cost code 9008 for a total of \$35,960.00.

To perform these tasks the applicant used borrow material without additional cost.

The applicant will use Contractual services following their Bid Procurement Policy to replace 240 Tons of Base Course, re-grade and reshape 800 SY of road for subgrade Preparation, replace 134 Tons of HMA SP-IV Complete (asphalt) and replace the concrete low water crossing with 130 CY of Class a Concrete. The applicant includes on the estimate provided the Mobilization and Traffic Control costs to repair the damages to pre-disaster conditions.

(See contract documents – Santa Fe County Attached for breakdown)

The costs provided by the applicant are derived from the NMDOT Average Unit Bid Price 2012.

See the attached CEF spreadsheet for itemized unit price estimate particulars.

Scope notes:

3/6/14 -As described in 44 CFR 13.42 (2) (b), 3(c), Sub-grantee must maintain all work-related records for a period of six (6) years from Subgrantee closure (final payment), all records relative this project worksheet are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster specific costs. L.Melendez/PS

All documentation was reviewed, validated and found reasonable by FEMA Project Specialist assigned. L.Melendez/PS

The Sub-grantee is requesting Direct Administrative Costs that are directly chargeable to the specific project. Associated eligible work is related to administration of this PA Project only and in accordance with 44 CFR 13.22.

These costs are treated consistently and uniformly as direct costs in all federal awards and other Subgrantee activities and are not included in any approved indirect cost rates.

The applicant shall comply with all applicable codes and standards in the completion of eligible work to repair or replace damaged public facilities. Any change to the approved

scope of work on a Project Worksheet (PW/SA) must be reported and approved before work begins. Failure to report changes may jeopardize Federal funding.

Complete records and cost documents for all approved work must be maintained for at least 3 years from the date the last project was completed or from the date final payment was received, whichever is later. Applicant is responsible for retention of all documentation associated with this project.

The Applicant is advised that it is the Applicant's responsibility to obtain all applicable local, state, and federal permits prior to start of any construction, or debris removal and disposal activity, referenced on this project. Applicant has also been advised that failure to properly obtain and maintain these permit documents may jeopardize Federal funding.

The road sites were inspected and have been formulated with the principles identified in "Guidance- Eligibility for Repair of Local Roads" FEMA Region 6 document dated February 20, 2013.

3/06/2014 - 406 Hazard Mitigation has been discussed with this applicant. A Hazard Mitigation Proposal is attached. Current Version:

Does the Scope of Work change the pre-disaster conditions at the site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Special Considerations Included? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Hazard Mitigation proposal included? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Is there insurance coverage on this facility? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
PROJECT COST					
ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Other			
1	0000	Work to be Completed	0/LS	\$ 0.00	\$ 0.00
2	9000	CEF Cost Estimate (See Attached Spreadsheet)	1/LS	\$ 168,153.00	\$ 168,153.00
3	9901	Direct Administrative Costs (Subgrantee)	1/LS	\$ 551.55	\$ 551.55
4	0909	Hazard Mitigation Proposal	1/LS	\$ 80,312.20	\$ 80,312.20
				<b>TOTAL COST</b>	<b>\$ 249,016.75</b>
PREPARED BY NORA L MELENDEZ			TITLE Project Specialist	SIGNATURE	
APPLICANT REP. Martin Vigil			TITLE OEM Director	SIGNATURE	

3. TIME AND PLACE OF RECEIVING AND OPENING BIDS: **2:00 PM on Thursday, May 30, 2019 at the Santa Fe County Purchasing Division, 142 W. Palace Avenue (Second Floor), Santa Fe, NM 87501.**
4. CONTRACT TIME: The number of days for the completion of work (the contract time) is 40 working days upon receipt of the Notice to Proceed.
5. COPIES OF BIDDING DOCUMENTS: Bidders may obtain complete sets of the Bidding Documents are available by contacting Maricela Martinez, Santa Fe County, by telephone at (505) 992-9864, email at [mcmartinez@santafecountynm.gov](mailto:mcmartinez@santafecountynm.gov) or by visiting our website at [http://www.santafecountynm.gov/asd/current\\_bid\\_solicitations](http://www.santafecountynm.gov/asd/current_bid_solicitations).

Bidders shall use complete sets of Bidding Documents in preparing bids; neither the County nor Engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

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

6. **BIDDER’S REPRESENTATIONS:** By submitting a bid the bidder represents that: a) the bidder has read and understands the Bid Documents and Contract Documents; b) the bid is made in compliance with the Bid Documents and Contract Documents; c) The bidder has visited the site and has become familiar with local conditions under which the Work is to be performed, and has correlated the bidder’s personal observations with the requirements of the proposed Contract Documents; d) the bidder has familiarized itself with federal, state and local laws, ordinances, rules, and regulations affecting performance of the Work; and e) the bid is based upon the materials, equipment and systems required by the Bid Documents without exception; and f) the County shall rely on these representations.
7. **THE CONTRACT DOCUMENTS:** The Contract Documents consist of the construction Contract with all the required documentation and bonds, Specifications and Addenda; the Santa Fe County’s Supplemental Conditions, and all the documents required by the U. S. Department of Homeland Security Federal Emergency Management Agency.
8. **INTERPRETATIONS/ADDENDA:** All questions about the meaning or intent of the contract documents shall be submitted to the Procurement Manager in writing.

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

Maricela Martinez, Procurement Planner Analyst  
Santa Fe County Purchasing Division  
142 W. Palace Avenue (Second Floor)  
Santa Fe, NM 87501  
Ph. (505) 992-9864  
Fax (505) 989-3243  
Email – [mcmartinez@santafecountynm.gov](mailto:mcmartinez@santafecountynm.gov)

***Any contact during the procurement until an award has been made with any elected official or other county staff member other than the Procurement staff member named in this solicitation may be grounds for disqualification.***

Each addendum shall be part of the contract documents as specified in the written contract, attached to these specifications. All addenda will be posted on our website and distributed via email to those who have submitted an Acknowledgement of Receipt form by the deadline indicated on the form.

Addenda will be issued no later than seven (7) working days prior to the date for receipt of bids except an Addendum withdrawing the IFB or an Addendum that postpones the date for receipt of bids.

Bidders shall ascertain prior to submitting a bid that the bidder has received all Addenda and bidders shall acknowledge receipt of all Addenda in the bid.

9. **SUBCONTRACTORS, SUPPLIERS AND OTHERS:**
  - A. The Contractor, in the bid documents, must identify in writing to the County those portions of the work that it proposes to subcontract and after the Notice of Award, may only subcontract other portions of the work with the County's written consent.
  - B. Any subcontractor who will be providing more than \$5,000 for any service must be listed on the Subcontractor Listing. All subcontractors regardless of the amount are subject to wage decisions.
  - C. A subcontractor that submits a bid valued at more than sixty thousand dollars (\$60,000) for a County project is subject to the Public Works Minimum Wage Act (13-4-10 NMSA 1978). 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 number(s) appear to be non-valid and the subcontractor does not provide proof of the required registration for itself or its subcontractors for work proposed over the sixty thousand dollars (\$60,000).
  - D. The Contractor will not be required to employ any other subcontractor, other person or organization against whom he has reasonable objection.
  - E. **The awarded contractor must register all active subcontractors on the State of New Mexico Workforce Solutions website upon approval of Notice of Award entered by Santa Fe County.**
10. **SUBSTITUTIONS:** The materials, products, and equipment described in the Bid Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered prior to the receipt of bids.
11. **WAGE RATES/REGISTRATION WITH THE LABOR AND INDUSTRIAL DIVISION OF THE LABOR DEPARTMENT:** The Contractor shall be required to fully comply with the Federal Wage Rate Determination (see Appendix D). Each **prime contractor and subcontractors** must be registered "active" with the New Mexico Department of Workforce Solutions / Public Works **at the time of the bid opening.** The contractor shall provide its registration number where indicated on the Bid Proposal Form. The registration of each subcontractor with the Labor and Industrial Division of the New Mexico Department of Labor (DOL) proposing to do work valued at more than sixty thousand dollars (\$60,000) shall be provided by the successful bidder prior to award and listed on the designated space on the Subcontractor Listing form.

12. BID FORM:

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

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

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

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

14. POWER OF ATTORNEY: Attorneys in fact who sign bonds must attach certified effective copies of their Power of Attorney to all bonds.
15. QUALIFICATION OF BIDS: All bidders and subcontractors must have a valid New Mexico Contractor's License appropriate to the work herein specified at the time the bid is submitted.
16. SUBMISSION OF BIDS: Bids shall be submitted at the time and place indicated in the "Advertisement for Bids" on page 3 of this IFB and shall be enclosed in an opaque sealed envelope, marked with the project title, name and address of the bidder, and accompanied

by the list of subcontractors and other required documents. All blanks must be filled in. Conditional bids will not be considered. The envelope shall be addressed to:

Maricela Martinez, Procurement Planner Analyst  
Santa Fe County Purchasing Division  
142 W. Palace Avenue (Second Floor)  
Santa Fe, NM 87501

17. **MODIFICATION AND WITHDRAWAL OF BIDS:** A bid may not be modified, withdrawn or canceled by the bidder following the time and date designated for the receipt of bids, and each bidder so agrees to these conditions by submitting a bid.  
  
Prior to the time and date designated for receipt of bids, a bid submitted may be modified or withdrawn by notice to the County at the address designated for receipt of bids. Such notice shall be in writing and signed by the bidder.  
  
Upon receipt such written confirmation shall be date and time stamped by the County on or before the date and time set for receipt of bids. A modification of a bid shall be worded as not to reveal the amount of the original bid.
18. **GROSS RECEIPTS TAXES:** The amount of the lump sum bids shall not include applicable New Mexico Gross Receipts Taxes or applicable local option taxes. The applicable Gross Receipts Tax or applicable local option taxes shall be computed and shown as a separate amount on each request for payment made under the contract.
19. **BID OPENING:** Bids received by the date and time for receipt of bids will be opened publicly and the base bid and any alternates will be read aloud.
20. **BID OPENING PROCEDURE:** The person or persons opening the bids shall verify that the requirements of the Instruction to Bidders have been fulfilled, and shall read aloud the name of each apparently responsive bidder and the bid amount(s). If any requirements have not been met, the bid shall be deemed non-responsive and disqualified.
21. **BIDS TO REMAIN OPEN:** All bids shall remain open for ninety (90) days after the day of the bid opening.
22. **AWARD OF CONTRACT:**
  - A. The County reserves the right to reject any and all bids and waive any and all informalities or technicalities and the right to disregard all nonconforming or conditional bids or counter proposals.
  - B. If a contract is to be awarded, it will be awarded to the lowest responsible bidder submitting the lowest bid amount.
23. **LIQUIDATED DAMAGES:** Liquidated damages in the amount of two thousand dollars (\$1,000.00) per each calendar day shall be assessed after the completion date (as adjusted

- by change orders) until the issuance of a Certificate of Substantial Completion for the entire project.
24. **PREFERENCE FOR DOMESTIC MATERIALS & RECOVERED MATERIALS:** The contractor shall provide Materials in accordance with the Buy America Requirements (23 CFR § 635.410).
  25. **LICENSE OR ROYALTY FEES:** Licenses and/or royalty fees for products or for processes must be paid for directly by the contractor.
  26. **PERMITS:** It is the responsibility of the contractor and each subcontractor to obtain permits and inspections required by the County and/or the State of New Mexico or any other entity that may have jurisdiction over the construction.
  27. **COLLUSION:** No bidder shall submit more than one bid in response to this IFB. Collusion among bidders or the submission of more than one bid under different names by any firms or individual shall be cause for rejection of all bids in question without consideration.
  28. **QUANTITIES:** The quantities set forth in the bid proposal are estimated quantities on which bids will be compared and which will be the basis for award of contract. Payment will be made for the work actually performed.
  29. **PROTEST PROCEDURE:** Any bidder who is aggrieved in connection with procurement may protest to the County Purchasing Manager as set forth in Resolution No. 2006-60 by the Board of County Commissioners. A copy of Resolution No. 2006-60 is available upon request. The protest must be in writing and be submitted within fifteen (15) days after the facts or occurrences. The complete procedures and requirements regarding protests and resolution of protests are available from the Santa Fe County Purchasing Division upon request.
  30. **CONTRACTOR'S QUALIFICATION STATEMENT:** The bidder to whom award of a Contract is under consideration shall submit, upon request, information and data to prove that their financial resources, production or service facilities, personnel, and service reputation and experience are adequate to make satisfactory delivery of the services, construction, or items of personal property described in the Bidding Documents.
  31. **BOND REQUIREMENTS – PERFORMANCE BOND AND LABOR & MATERIAL PAYMENT BOND:** If awarded the contract, a bidder shall furnish bonds covering the faithful performance of the construction contract and payment of all obligations arising thereunder. The amount of the Performance and Labor & Material Payment Bonds shall each be equal to 100% of the Contract Sum. Bonds shall be issued by a surety authorized to conduct business in the State of New Mexico and who is approved in federal circular 570 as published by the U.S. Treasury Department. The cost of the bonds shall be included in the bid.

32. **TIME OF DELIVERY AND FORM OF BONDS.** The bidder shall deliver the required bonds to the County no later than seven (7) days following the date indicated in the Notice to Proceed issued by the County. 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.
33. **WARRANTY:** The contractor shall furnish a written warranty of workmanship to the Procurement Manager for a period of one (1) year following the completion date in addition to all other warranties required by the Contract Documents.
34. **NOTICE OF AWARD:** A Notice of Award shall be issued by the County after review and approval of the bid and related documents.
35. **TWO OR MORE INDENTICAL BIDS:** If two or more identical low bids are received, the County will apply the process described at Section 13.1.110 NMSA 1978, of the State Procurement Code.
36. **CANCELLATION OF AWARD:** When in the best interest of the public, the County may cancel the award of any contract at any time before the execution of said contract by all parties without any liability against the County.
37. **NOTICE TO PROCEED:** The County will issue a written Notice to Proceed and a purchase order to the contractor stipulating the date from which contract time will be charged and the date contract time is to expire, subject to valid modifications in accordance with the Contract Documents.
38. **FAILURE TO EXECUTE CONTRACT:** Failure of the contractor to return the signed contract within ten (10) calendar days after the date of the Notice of Award or to provide the County with required certificates of insurance, performance and payment bonds within the time frame set forth in the Contract Documents shall be cause for the cancellation of the award. The award may then be made to the next lowest responsive bidder, or the work may be re-advertised and constructed under contract or otherwise, as the County may decide.
39. **INSURANCE REQUIREMENTS:** At a minimum upon execution of the Agreement between the County and the Contractor, the Contractor shall furnish to the County, Certificates of Insurance naming Santa Fe County as additional insured.
40. **SUBCONTRACTOR PERFORMANCE AND PAYMENT BOND.** A subcontractor whose work to be performed on a public works building project is one hundred thousand twenty-five dollars (\$125,000) or more shall submit a performance and payment bond in the amount of the work they are to perform on the project. These bonds will be submitted within the stated (10) calendar days after the date of the Notice to Proceed.

41. OPERATIONS AND MAINTENANCE MANUALS: At the completion of the project, the contractor shall submit to the County two (2) copies of a three ring binder with all maintenance and operations instructions for all systems and items constructed or installed.
42. NOTICE: The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kick backs. Federal law 18 USC § 874 also prohibits kickbacks in the procurement of projects involving federal funds.
43. SUFFICIENT APPROPRIATION: Any contract awarded as a result of this IFB process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be affected by sending written notice to the Contractor. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.
44. NUMBER OF BIDS ACCEPTED. Bidders shall submit only one (1) bid in response to this IFB.
45. LIVING WAGE. Contractor shall comply with the requirements of the Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

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**BID PROPOSAL**

**CONSTRUCTION SERVICES FOR COUNTY ROAD 84  
ARROYO JACONA LOW WATER CROSSING  
IFB No. 2019-0205-PW/MM**

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 construction services for County Road 84 Arroyo Jacona Low Water Crossing 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 it has carefully examined the specifications, including special provisions, if any, and that it has made a personal examination of the site of the work, that it is to furnish all the necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials specified in the manner and the time prescribed; that it understands that the quantities are approximate only and subject to increase or decrease, and that it is willing to perform any increased or decreased quantities of work at unit price bid.

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

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

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

\_\_\_\_\_  
Signature-Title

(Corporate Seal)

\_\_\_\_\_  
Corporate Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

Names of individual members of firms or names and titles of all officers of Corporation.

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Corporation organized under the Laws of the State of

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New Mexico Contractor's License No.

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

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Dun & Bradstreet (D & B) number

**BID FORM**

SANTA FE COUNTY  
CONTRACTING AGENCY AND OWNER

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

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

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

hereinafter called "CONTRACTING AGENCY",

BID FOR: **CONSTRUCTION SERVICES FOR  
COUNTY ROAD 84 ARROYO JACONA  
LOW WATER CROSSING**  
PROJECT: **IFB No. 2019-0205-PW/MM**

Purchasing Division:

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

- |   |  |
|---|--|
| A. Advertisement for Bids   | L. Non-Collusion Affidavit of Subcontractor                    |
| B. Instructions for Bidders   | M. Subcontractor Listing – \$5,000 threshold                   |
| C. Bid Proposal   | N. Acknowledgement of Receipt of Invitation to Bid Form        |
| D. Bid Form   | O. Campaign Contribution Form                                  |
| E. Bid Sheets   | P. Federal Wage Rate Determination                             |
| F. Bid Bond   | Q. State Wage Rates  |
| G. Performance Bond   | R. Federal Labor Standards Provisions                          |
| H. Labor and Material Payment Bond  | S. Davis-Bacon Labor Standards                                 |
| I. Certification of Prime Contractor Regarding Equal Employment Opportunity | T. All information provided in the Specifications and Drawings |
| J. Certification of Subcontractor Regarding Equal Employment Opportunity    |  |
| K. Non-Collusion Affidavit of Prime Contractor                              |  |

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 **Construction Services for County Road 84 Arroyo Jacona Low Water Crossing**, 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 and extended prices for the scope of work for the Public Works Department. 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		Acknowledged by	Date
No.	Date	Bidder or Its Authorized Representative	Acknowledged
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

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

This Bid Proposal contains the following:

- A. Bid Proposal
- B. Bid Form
- C. Bid Sheets
- D. Bid Bond
- E. Certification of Prime Contractor Regarding Equal Employment Opportunity
- F. Certification of Subcontractor Regarding Equal Employment Opportunity
- G. Non-Collusion Affidavit of Prime Contractor
- H. Non-Collusion Affidavit of Subcontractor
- I. Subcontractors Listing Form
- J. Campaign Contribution Disclosure Form

**Failure to include any of the above documents, may be considered sufficient grounds for disqualification of the bidder and rejection of his proposal.**

Respectfully submitted:

Name of Bidder: \_\_\_\_\_

Official Address: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Email address: \_\_\_\_\_

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

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

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

**BID SHEETS**

**IFB# 2019-0205-PW/MM  
CONSTRUCTION SERVICES FOR COUNTY ROAD 84  
ARROYO JACONA LOW WATER CROSSING**

<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
601000	Removal of Structures and Obstructions	LS	1		
203212	Unclassified Excavation	CY	100		
207000	Subgrade Preparation	SY	2083		
210000	Excavation & Backfill for Major Structures	CY	225		
303160	6" Base Course	Ton	620		
416000	3" Minor Paving	Ton	400		
511500	Structural Concrete Class AA	CY	225		
618000	Traffic Control	LS	1		
621000	Mobilization	LS	1		
<b>TOTAL BID ITEMS 1 - 9 WRITTEN IN NUMBERS</b>			_____		
			<b>Dollars &amp; Cents</b>		
<b>TOTAL BID ITEMS 1 - 9 WRITTEN IN WORDS</b>					

**THIS SPACE IS LEFT BLANK INTENTIONALLY**

**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 \_\_\_\_\_, 2019, for the construction of the Construction services for County Road 84 Arroyo Jacona Low Water Crossing, 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.

C. SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
BIDDER

(SEAL)

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

\_\_\_\_\_  
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 New Mexico Municipal Corporation, hereinafter called the OBLIGEE, 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 be these presents;

B. WHEREAS, the Principal has a written agreement dated \_\_\_\_\_, 2019, entered into a contract with Santa Fe County for the Construction Services for County Road 84 Arroyo Jacona Low Water Crossing 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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
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 \_\_\_\_\_, 2019,  
entered into a contract with Santa Fe County for the Construction Services for County Road 84 Arroyo  
Jacona Low Water Crossing 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:
  - a. Complete the contract in accordance with its terms and conditions, or
  - b. 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 \_\_\_\_\_, 2019.

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

My Commission

\_\_\_\_\_

\_\_\_\_\_  
Contractor – Principal

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

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

Approved as to Form:

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Surety

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

Countersigned: \_\_\_\_\_

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Surety's Authorized New Mexico Agent

**SUBCONTRACTOR LISTING**

1. To be fully executed and included with Bid as a condition of the Bid (13-4-31 through 13-4-42 NMSA 1978).
2. For the purposes of this Project the threshold shall be \$5,000.
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.
5. **The awarded contractor must register all active subcontractors on the State of New Mexico Workforce Solutions website upon approval of Notice of Award entered by Santa Fe County.**

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

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

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

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

**CERTIFICATION OF BIDDER REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

**INSTRUCTIONS**

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

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

---

**CERTIFICATION OF BIDDER**

Bidder's Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

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

---

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

---

NAME AND TITLE OF SIGNER (PLEASE TYPE)

---

SIGNATURE

---

DATE

**CERTIFICATION OF SUBCONTRACTOR REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

**INSTRUCTIONS**

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or 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

**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 \_\_\_\_\_ 2019.

\_\_\_\_\_  
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 \_\_\_\_\_ 2019.

\_\_\_\_\_  
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 provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the improvements embraced.
- E. Nothing contained in the Contract shall create any contractual relation between any subcontractor and Santa Fe County.

This space is left blank intentionally

**APPENDIX A**

**ACKNOWLEDGEMENT OF RECEIPT OF INVITATION FOR BIDS FORM  
CONSTRUCTION SERVICES FOR COUNTY ROAD 84  
ARROYO JACONA LOW WATER CROSSING**

In acknowledgement of receipt of this Invitation for Bids the undersigned agrees that it has received a complete copy, beginning with the title page, and ending with the contractual documents. Completed forms must be submitted to Maricela Martinez no later than **May 8, 2019** to receive any addenda for this solicitation.

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

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

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

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

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

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

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

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

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

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

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

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

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

Maricela Martinez, Procurement Planner Analyst  
 Santa Fe County  
 Purchasing Division  
 142 W. Palace Avenue  
 Santa Fe, NM 87504  
 Phone: (505) 992-9864 Fax: (505) 989-3243  
 E-mail: [mcmartinez@santafecountynm.gov](mailto:mcmartinez@santafecountynm.gov)

## APPENDIX B

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person 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 shall void an executed contract or cancel a solicitation or proposed award for a proposed contract 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.

**THIS FORM 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 either 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.

“**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.

“**Person**” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“**Prospective contractor**” means a person who 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 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.

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

\_\_\_\_\_  
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

\_\_\_\_\_  
Print Name

**APPENDIX C**

**FEDERAL WAGE DECISION**

General Decision Number: NM190034 01/04/2019 NM34

Superseded General Decision Number: NM20180048

State: New Mexico

Construction Type: Highway

County: Santa Fe County in New Mexico.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number      Publication Date  
0                              01/04/2019

\* ELEC0611-003 07/01/2014

	Rates	Fringes
ELECTRICIAN (Boom Operator).....	\$ 29.79	12.74

-----  
SUNM2011-002 08/25/2011

	Rates	Fringes
CARPENTER (Includes Form Work)...	\$ 13.88	0.44
CEMENT MASON/CONCRETE FINISHER...	\$ 14.60	0.26
ELECTRICIAN (Includes Traffic Signalization and Installation).....	\$ 25.06	8.56

HIGHWAY/PARKING LOT STRIPING:

Includes Highway Line/Parking

Lot Line Striping and Line

Striping Truck Driver.....\$ 14.75 0.35

IRONWORKER, REINFORCING.....\$ 22.44 5.85

LABORER

Common or General.....\$ 11.21 0.35

Flagger/Cone Setter.....\$ 13.55 0.35

Mason Tender-

Cement/Concrete.....\$ 10.25 0.35

Pipelayer.....\$ 17.13 5.04

POWER EQUIPMENT OPERATOR:

Backhoe/Excavator/Trackhoe..\$ 17.20 0.26

Bobcat/Skid Loader.....\$ 12.00 0.26

Broom/Sweeper.....\$ 16.67 1.57

Grader/Blade.....\$ 17.64 1.51

Loader (Front End).....\$ 16.43 0.26

Mechanic.....\$ 23.24 1.51

Oiler.....\$ 22.08 8.72

Piledriver.....\$ 15.73 0.26

Roller (Asphalt and Dirt)...\$ 16.27 1.51

Trencher.....\$ 15.22 0.26

TRUCK DRIVER

Dump Truck.....\$ 15.04 0.26

Flatbed Truck.....\$ 13.51 0.26

Pickup Truck.....\$ 12.95 0.26

Water Truck.....\$ 12.96 0.26

-----  
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====  
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----  
The body of each wage determination lists the classification

and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

-----  
WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====  
END OF GENERAL DECISION

**APPENDIX D**

**STATE OF NEW MEXICO WAGE DECISION**



## PUBLIC WORKS PROJECT REQUIREMENTS

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

### Contracting Agency

- Ensure that all Contractors wishing to bid on a Public Works project when the project is \$60,000 or more are actively registered with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> (Contractor Registration) prior to bidding.
- Please submit Notice of Award (NOA) and Subcontractor List(s) to the PWAA website promptly after the project is awarded.
- Please update the Subcontractor List(s) on the PWAA website whenever changes occur.

### General Contractor

- Provide a complete Subcontractor List and Statements of Intent (SOI) to Pay Prevailing Wages for each Contractor to the Contracting Agency within 3 (three) days of award.
- Ensure that all Subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> prior to bidding when their bid will exceed \$60,000.
- Submit bi-weekly certified payrolls to the Contracting Agency.
- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.
- Confirm the Wage Rate poster, provided in PWAA, is displayed at the job site in an easily accessible place.
- Make sure, when a project has been completed, the Affidavits of Wages Paid (AWP) are sent to the Contracting Agency.

### Subcontractor

- Ensure that all Subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> prior to bidding when their bid will exceed \$60,000.
- Submit bi-weekly certified payrolls to the General Contractor(s).



STATE OF NEW MEXICO  
NEW MEXICO DEPARTMENT OF  
WORKFORCE SOLUTIONS  
Labor Relations Division  
121 Tijeras Ave NE, Suite 3000  
Albuquerque, NM 87102  
[www.dws.state.nm.us](http://www.dws.state.nm.us)

- Make certain the Public Works Apprenticeship and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprenticeship and Training Fund.

## **Additional Information**

Reference material and forms may be found at New Mexico Department of Workforce Solutions Public Works web pages at: [http://www.dws.state.nm.us/new/Labor\\_Relations/publicworks.html](http://www.dws.state.nm.us/new/Labor_Relations/publicworks.html).

## **CONTACT INFORMATION**

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

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

Effective January 1, 2019

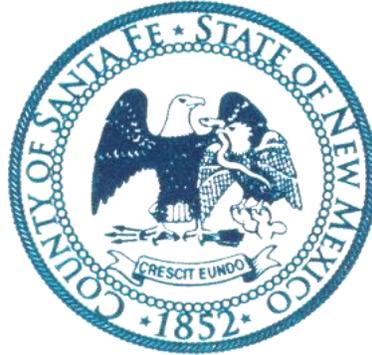
<b>Trade Classification</b>	<b>Base Rate</b>	<b>Fringe Rate</b>
Bricklayer/Blocklayer/Stonemason	23.78	9.08
Carpenter/Lather	24.08	10.84
Cement Mason	17.42	6.61
Ironworker	26.50	16.20
Painter (Brush/Roller/Spray)	17.00	6.78
Plumber/Pipefitter	29.45	12.37
<b>Electricians (outside)</b>		
Groundman	22.81	11.93
Equipment Operator	32.73	14.51
Lineman/Wireman or Tech	38.51	16.02
Cable Splicer	42.36	17.01
<b>Laborers</b>		
Group I	11.81	5.88
Group II	12.11	5.88
Group III	12.51	5.88
Group IV	12.76	5.88
<b>Operators</b>		
Group I	18.60	5.94
Group II	19.52	5.94
Group III	19.62	5.94
Group IV	19.73	5.94
Group V	19.83	5.94
Group VI	20.01	5.94
Group VII	20.17	5.94
Group VIII	20.46	5.94
Group IX	27.88	5.94
Group X	31.10	5.94
<b>Truck Drivers</b>		
Group I	16.15	7.52
Group II	16.15	7.52
Group III	16.15	7.52
Group IV	16.15	7.52
Group V	16.15	7.52
Group VI	16.15	7.52
Group VII	16.15	7.52
Group VIII	16.21	7.52
Group IX	18.15	7.52

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

**APPENDIX E**

**SAMPLE CONSTRUCTION CONTRACT**

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



**SANTA FE COUNTY  
PURCHASING DIVISION  
2014 EDITION**

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

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

Hereafter "County":

Katherine Miller, County Manager  
Santa Fe County  
PO Box 276  
Santa Fe, New Mexico 87504-0276  
TELEPHONE: 505-986-6200  
FAX: 505-985-2740

Hereafter "Contractor":

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

Table of Contents

	Page No
RECITALS .....	10
Article 1 The Contract Documents .....	10
1.1 Documents .....	10
1.2 Certificates and Documentation.....	10
Article 2 The Work .....	11
2.1 The Work.....	11
Article 3 Effective Date, Time of Commencement, Substantial Completion and Amendments .....	11
3.1 Effective Date .....	11
3.2 Time of Commencement.....	11
3.3 Substantial Completion.....	11
3.4 Time for Completion and Liquidated Damages.....	12
3.5 Amendments .....	13
Article 4 Contract Sum .....	13
4.1 Lump Sum.....	13
4.2 Contract Amount.....	13
Article 5 Progress Payments .....	14
5.1 Progress Payments .....	14
Article 6 Final Payment .....	15
6.1 Final Payment .....	15
6.2 Acceptance of Final Payment Constitutes Release.....	15
 GENERAL CONDITIONS	
1. Definitions.....	17
1.1 Application for Payment.....	17
1.2 Change Order .....	17
1.3 Calendar Day .....	17
1.4 Contract Period .....	17
1.5 Contractor .....	17
1.6 Construction Documents.....	17
1.7 Construction Schedule .....	17
1.8 Day.....	17
1.9 Labor and Material Payment Bond.....	17

1.10	Lump Sum Agreement .....	18
1.11	Lump Sum Bid .....	18
1.12	Lump Sum Contract .....	18
1.13	Payment Bond .....	18
1.14	Performance Bond .....	18
1.15	Progress Payment .....	18
1.16	Progress Schedule .....	18
1.17	Punch List .....	18
1.18	Schedule of Values .....	18
1.19	Services .....	18
1.20	Stipulated Sum Agreement .....	19
1.21	Subcontractor .....	19
1.22	Unit Price Contract .....	19
1.23	Unit Prices .....	19
1.24	Working Day .....	19
1.25	Work on the Project .....	19
2.	Contract and Contract Documents .....	19
2.1	Entire Agreement .....	19
2.2	Relationship of Contract Documents .....	19
2.3	Conflicting Conditions .....	19
3.	Plans, Specifications and Addenda .....	20
3.1	The plans, specifications and addenda .....	20
3.2	Certificates and Documents Incorporated .....	20
4.	Contract Security - Bonds .....	20
4.1	Performance Bond .....	20
4.2	Payment Bond .....	20
4.3	Additional or Substitute Bond .....	20
4.4	Labor and Material Bond .....	20
5.	Terms and Meanings .....	20
5.1	Words and Phrases .....	21
5.2	Gender, Singular/Plural .....	21
5.3	Captions & Section Headings .....	21
5.4	Interchangeable Terms .....	21
6.	Compliance with Applicable Law, Choice of Law .....	21
6.1	Agreement governed by the laws of the State of New Mexico .....	21
6.2	Contractor shall comply with all applicable laws, ordinances & regulations .....	21
6.3	Minimum Wage Rate .....	21

6.4 Litigation shall be federal and state district courts of New Mexico .....21

6.5 Bribes, Kickbacks and Gratuities.....21

6.6 New Mexico Tort Claims Act.....21

6.7 Provision Required by Law Deemed Inserted .....22

7. Effective Date & Term.....22

7.1 Agreement shall become effective.....22

7.2 Substantial Completion.....2

8. Termination.....22

8.1 Termination of Agreement for Cause .....23

8.2 Termination for Convenience .....23

8.3 Right of the County to Terminate Contract .....23

9. Appropriations & Authorizations .....23

10. Amendments – Change Orders .....23

11. Indemnification .....23

11.1 Contractor shall indemnify .....23

11.2 County shall have right to control and participate in defense  
of demand or suit .....24

11.3 Contractor’s obligations shall not be limited by provisions of  
insurance policy .....24

12. Aggrievement Procedure During Contract Administration .....24

12.1 Claims, Disputes or other matters.....24

12.2 Settlement Agreement.....24

12.3 Contractor shall carry on Work during dispute resolution proceedings .....24

13. Dispute Resolution.....24

13.1 Mediation .....24

13.2 Mediation Process.....24

13.3 Litigation.....25

14. Insurance .....25

14.1 Insurance required before contractor commences work .....2

14.2 Proof of Carriage of Insurance.....25

14.3 General Conditions .....25

14.4 General Liability Insurance, including automobile .....25

14.5 Subcontractor’s Public Liability & Property Damage Insurance .....25

14.6 Worker’s Compensation Insurance.....25

14.7 Scope of Insurance and Special Hazards .....26

14.8 Builder’s Risk Insurance.....26

14.9 Increased Limits.....26

14.10 Additional Insured .....26

15. Independent Contractor.....26

15.1 Contractor and its agents are independent contractors .....26

15.2 Contractor shall not subcontractor without written approval .....27

15.3 Contractor shall maintain detailed time records .....27

16. Conflict of Interest of Officers or Employees of the Local Jurisdiction.....27

16.1 No officer or employee shall have any interest shall have any interest.....27

16.2 No official of the County shall be interested personally in this contract.....27

16.3 Contractor warrants no conflict of interest .....27

17. Assignment .....27

17.1 Contractor shall not assign or transfer any interest in this Agreement .....27

18. Subcontracting .....28

18.1 Contractor shall not subcontract without written notice to County .....28

18.2 Contractor shall provide listing of subcontractors .....28

18.3 Contractor shall adhere to all provisions of Subcontractor’s  
Fair Practices Act.....28

18.4 Contractor shall provide Non-Collusion and EEO forms for  
all subcontractors .....28

18.5 Contractor shall not award any work without written notice to County.....28

18.6 Contractor shall be responsible for acts and omissions of subcontractors.....28

18.7 Contractor shall cause appropriate provisions in all subcontracts .....28

18.8 Nothing shall create contractual relation between County  
and subcontractors .....28

18.9 New Mexico Little Miller Act .....28

19. Personnel.....29

19.1 All work performed by Contractor .....29

19.2 Contractor shall secure all qualified personnel required to perform work .....29

20. Notices .....29

20.1 Notice required shall be in writing.....29

20.2 Nothing shall preclude the giving of written Notice .....29

21. Release .....29

22. Waiver.....29

CONDITIONS OF THE WORK

1. Additional Instructions & Detail Drawings .....31

1.1 Additional instructions & drawings as necessary .....31

2. Shop or Setting Drawings .....31

2.1 Contractor shall submit copies of shop or setting drawing.....31

3. Materials, Services and Facilities .....31

4. Contractor’s Title to Materials.....31

4.1 No materials or supplies shall be purchased by subject to chattel mortgage .....31

5. Inspection and Testing of Materials.....32

5.1 All material and equipment shall be subject to adequate inspection .....32

5.2 Materials of construction shall be subject to inspection and testing.....32

6. “Or Equal” Clause.....32

6.1 To establish a standard.....32

7. Patents .....32

7.1 Patented or Unpatented Invention.....32

7.2 License or Royalty Fees .....32

7.3 Copyrighted Design .....32

8. Surveys, Permits and Regulations.....33

8.1 County will furnish all surveys .....33

8.2 Contractor shall procure and pay all permits, licenses and approvals .....33

8.3 Contractor shall comply with all laws, ordinances, rules orders & regulations ....33

9. Contractor’s Obligations .....33

9.1 Contractor shall perform all work and furnish all materials, equipment, machinery.....33

9.2 Contractor shall complete entire work .....33

10. Weather Conditions .....33

10.1 Temporary suspension of Work.....33

11. Protection of Work and Property - Emergency.....34

11.1 Contractor shall safeguard County’s property .....34

11.2 Emergency which threatens loss or injury of property .....34

11.3 Contractor shall act as instructed or authorized .....34

11.4 Reimbursement claimed by Contractor .....34

12. Inspection .....34

12.1 County shall be permitted to inspect all work, materials, payrolls, records .....34

13. Reports, Records and Data.....34

13.1 Contractor shall submit to County schedules, payrolls, reports, estimates.....34

14. Superintendent by Contractor .....34

14.1 Contractor shall employ a construction superintendent.....34

15. Changes in Work.....35

15.1 No changes in Work without written approval .....35

16. Extras .....35

16.1 County may order extra Work .....35

17. Inspection of Services .....35

17.1 Contractor shall provide inspection system .....35

17.2 County has the right to inspect and test all services .....35

17.3 Contractor shall furnish all reasonable facilities and assistance.....35

17.4 If any services do not conform with Contract requirements.....36

17.5 County may perform the services and charge Contractor.....36

18. Correction of Work .....36

18.1 Work shall be made good if failure to meet County approval.....36

19. Warranty of Construction .....36

19.1 Warrants that Work conforms with Contract requirements .....36

19.2 One year warranty.....36

19.3 Contractor shall remedy any failure to conform .....36

19.4 Contractor shall restore any Work damaged.....37

19.5 County shall notify Contractor of any failure, defect or damage .....37

19.6 If Contractor fails to remedy.....37

19.7 Contractor shall obtain all warranties, executed in writing .....37

19.8 Contractor’s warranty has expired.....37

19.9 Defect in County furnished material or design .....37

19.10 County’s rights under the Inspection and Acceptance Clause.....37

20. Subsurface Conditions Found Different .....37

20.1 Subsurface conditions materially differing from plans and specifications .....37

21. Claims for Extra Cost.....37

21.1 No claim for extra work or cost .....37

22. Construction Schedule and Periodic Estimates.....38

22.1 Estimated construction progress schedule .....38

22.2	Progress Schedule .....	38
23.	Assignments .....	38
23.1	Contractor shall not assign.....	38
24.	Mutual Responsibility of Contractors.....	38
24.1	Acts of Negligence.....	38
25.	Separate Contract .....	39
25.1	Coordination with other contractors .....	39
26.	Architect/Engineer’s Authority.....	39
26.1	Orders & Directions to execution of the Work.....	39
26.2	Decisions concerning meaning and intent .....	39
27.	Stated Allowances.....	39
27.1	Contract sum for all allowances.....	39
28.	Use of Premises and Removal of Debris .....	40
28.1	Contractor undertakes at own expense .....	40
29.	Quantities of Estimate.....	40
29.1	Increase and decrease of estimated quantities .....	40
30.	Lands and Right-of-Way.....	40
30.1	County shall obtain all lands and rights-of way.....	40
31.	General Guaranty .....	40
31.1	Work not done in accordance with contract documents .....	40
32.	Protection of Lives and Health .....	41
32.1	Protection of persons and property .....	41
33.	Interest of Member.....	41
33.1	BCC shall not have any share or interest .....	41
34.	Other Prohibited Interests .....	41
34.1	No County official or others to be personally interested in Contract .....	41
35.	Use & Occupancy Prior to Acceptance by County.....	41
35.1	Partial Occupancy by County.....	41
	Attachment A      Bid Sheets .....	42
	Attachment B      Addenda and Modifications .....	43
	Exhibit A          Project Manual .....	44
	Exhibit B          Technical Specifications .....	45

Exhibit C	Labor and Material Payment Bond .....	46
Exhibit D	Performance Bond .....	48
Exhibit E	Assignment of Antitrust Claims.....	50
Exhibit F	Certificate of Liability Insurance .....	51
Exhibit G	Notice of Contract Award.....	52
Exhibit H	Notice to Proceed .....	53
Exhibit I	Change Order) .....	54
Exhibit J	Certificate of Substantial Completion .....	56

**RECITALS**

**WHEREAS**, in accordance with Section 13-1-103 through Section 13-1-110 NMSA 1978, the County issued Invitation for Bid (IFB) No. 2019-0205-PW/MM for construction services for County Road 84 Arroyo Jacona low water crossing;

**WHEREAS**, the Contractor submitted its bid, dated \_\_\_\_\_ in response to IFB No. 2019-0205-PW/MM;

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

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

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

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

**ARTICLE 1  
THE CONTRACT DOCUMENTS**

**1.1 DOCUMENTS**

The contract documents consist of the following:

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

**1.2 CERTIFICATES AND DOCUMENTATION**

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

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

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

Exhibit G  
Exhibit H  
Exhibit I  
Exhibit J

## **ARTICLE 2 THE WORK**

### **2.1 THE WORK**

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

The contractor shall provide all labor, equipment, materials and services necessary to complete the following services on CR 84 and Arroyo Jacona Low Water Crossing which has a work area of approximately 782 lf by 22 lf:

Provide removal of structures and obstructions, unclassified excavation, excavation and backfill for major structures, subgrade preparation, 6” of base course, 3” of minor paving, structural concrete Class AA, traffic control and mobilization in accordance with Santa Fe County and NMDOT specifications.

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

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

### **3.1 EFFECTIVE DATE**

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

### **3.2 TIME OF COMMENCEMENT**

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

### **3.3 SUBSTANTIAL COMPLETION**

The Contractor shall achieve Substantial Completion of the entire work no later than eighty (80) working days from the date of the Notice to Proceed, except as hereafter extended by valid written Change Order. A Certificate of Substantial Completion, attached hereto as Exhibit J, will be issued by the County to the Contractor, as adjusted by any Change Order, attached hereto as Exhibit I.

### 3.4 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified in this Article, the Contractor agrees that Liquidated Damages in the amount of Two Thousand Dollars (\$2000.00) shall be assessed per each calendar day that expires after the date of substantial completion, as adjusted by any change order, and until issuance by the County of a certificate of Substantial Completion in accordance with Paragraph 7 EFFECTIVE DATE AND TERM of the General Conditions.

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

- 2. To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the County, acts of another contractor in the performance of a contract with the County, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather;
- 3. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections above.

F. Provided further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the County shall grant a further period of time prior to the date of final settlement of the contract, notify the County in writing of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

### 3.5 AMENDMENTS

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

## ARTICLE 4 CONTRACT SUM

### 4.1 LUMP SUM

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

### 4.2 CONTRACT AMOUNT

**The Contract sum is determined as follows:**

(insert data from bid form concerning base bid, alternates, etc.)

Base Bid	\$
List Alternates, if applicable	\$
	\$
	\$
<b>Total Contract Amount</b>	<b>\$</b>

## ARTICLE 5 PROGRESS PAYMENTS

### 5.1 PROGRESS PAYMENTS

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

- A. No later than (21) working days following receipt by the County of an undisputed Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the Work and one hundred percent (100%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the County; less such amounts as the Architect/ Engineer shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents (Section 57-28-5, NMSA 1978).
- B. When making payments, the County, Contractor or subcontractor shall not retain, withhold, hold back or in any other manner not pay amounts owed for work performed. For additional information regarding retainage and the Prompt Payment Act (refer to Section 57-28-5, NMSA 1978).
- C. Contractors and subcontractors shall make prompt payment to their subcontractors and suppliers for amounts owed for work performed on the construction project within twenty-one 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 twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until payment is issued. These payment provisions apply to all tiers of contractors, subcontractors and suppliers (Section 57-28-1 et. seq. NMSA 1978).
- D. In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration.
- E. All material and work covered by partial payments made shall thereupon become the sole property of the County, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the County to require the fulfillment of all of the terms of the contract.

- F. County's right to withhold certain amounts and make application thereof. The Contractor agrees that it will indemnify and hold the County harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnisher of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall, at the County's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails so to do, then the County may, after having served written notice on the said Contractor, either pay unpaid bills, of which the County has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the County to either the Contractor or its Surety. In paying any unpaid bills of the Contractor, the County shall be deemed the agent of the Contractor, and any payment so made by the County shall be considered as a payment made under the contract by the County to the Contractor and the County shall not be liable to the Contractor for any such payments made in good faith.

**ARTICLE 6  
FINAL PAYMENT**

**6.1 FINAL PAYMENT**

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

**6.2 ACCEPTANCE OF FINAL PAYMENT CONTITUTES RELEASE**

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

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

**SANTA FE COUNTY**

\_\_\_\_\_  
Robert A. Anaya  
Santa Fe County Board of County Commissioners

\_\_\_\_\_  
Date

**ATTESTATION:**

\_\_\_\_\_  
Geraldine Salazar  
Santa Fe County Clerk

**REVIEWED AS TO LEGAL FORM AND SUFFICIENCY**

\_\_\_\_\_  
R. Bruce Frederick  
Santa Fe County Attorney

\_\_\_\_\_  
Date

**FINANCE DEPARTMENT APPROVAL:**

\_\_\_\_\_  
Stephanie Schardin Clarke  
Santa Fe County Finance Director

\_\_\_\_\_  
Date

**CONTRACTOR:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

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

**1.0 DEFINITIONS**

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

- 1.1** *Application for Payment* Contractor's written request for payment for completed portions of the work and, for materials delivered or stored and properly labeled for the respective project.
- 1.2** *Bidder.* An individual, partnership, firm, corporation, joint venture, or their authorized representative submitting a Bid.
- 1.3** *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 Architect 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 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.
- 1.4** *Calendar Day* Each and every Day shown on the calendar, beginning and ending at midnight.
- 1.5** *Contract Period* The elapsed number of working days or calendar days from the specified date of commencing work to the specified date of completion, as specified in the contract.
- 1.6** *Contractor* is a person, firm or corporation with whom the contract is entered into with the County.
- 1.7** *Construction Documents* All drawings, specifications and addenda associated with a specific construction project.
- 1.8** *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.
- 1.9** *Day* The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

- 1.10 *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).
- 1.11 *Lump Sum Agreement (See Stipulated Sum Agreement)***
- 1.12 *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.
- 1.13 *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.
- 1.14 *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.
- 1.15 *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.
- 1.16 *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).
- 1.17 *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.
- 1.18 *Punch list*** a list of items to be completed or corrected, prepared by the Architect/Engineer, checked and augmented as required by the Contractor or Construction Manager is appended hereto as Exhibit J. Note: The failure to include any item on such list does not relieve the Contractor of the responsibility to complete all work in accordance with the contract documents.
- 1.19 *Schedule of Values*** A statement furnished by the Contractor to the Architect or 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.
- 1.20 *Services*** Includes services performed, workmanship, and material furnished or utilized in the performance of services.

- 1.21 *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).
- 1.22 *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.
- 1.23 *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.
- 1.24 *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.
- 1.25 *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 Architect or 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 Architect or Engineer may charge a Working Day.
- 1.26 *Work on (at) the project*** is work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any subcontractor.

## **2. CONTRACT AND CONTRACT DOCUMENTS**

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

### **3. PLANS, SPECIFICATIONS AND ADDENDA**

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

### **4. CONTRACT SECURITY – BONDS**

- 4.1** Performance Bond. The Contractor shall furnish a performance bond in an amount at least equal to 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 (5) 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 subsubcontractors warrants and agree to will comply with all applicable provisions of the New Mexico Public Works Minimum Wage Act as outlined in the Bid Documents. Wage rates are not applicable to projects costing less than \$60,000.
- 6.4** This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be federal and state district courts of New Mexico.
- 6.5** Pursuant to 13-1-191, NMSA 1978, reference is hereby made to the criminal laws of New Mexico, including §30-14-1, §30-24-2, and §30-41-1 through 3 NMSA 1978, which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code, 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation.
- 6.6** New Mexico Tort Claims Act. By entering into this Agreement, neither party shall be responsible for liability incurred as a result of the other party’s acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et Seq. NMSA 1978, as amended. The County and its “public employees” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any

defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

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

**7. EFFECTIVE DATE AND TERM**

- 7.1** This Agreement shall, upon due execution by all parties, become effective in accordance with the Agreement Between County and Contractor for Construction, Article 3 - Effective Date, Time of Commencement and Substantial Completion. This Agreement shall not become effective until: (1) approved by the Santa Fe County Commissioners and/or the County Manager or their designee; and (2) signed by all parties required to sign this Agreement.

- 7.2** This Contract shall achieve Substantial Completion in accordance with the Agreement Between County and Contractor, Article 3 - Effective Date, Time of Commencement and Substantial Completion, unless earlier terminated pursuant to Section 8 (Termination) or 9, (Appropriations and Authorizations) of these General Conditions.

**8. TERMINATION**

- 8.1** Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (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 thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (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 fifteen (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 (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the County shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the contract. Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the County may take over the work and prosecute the same to completion by contract or by force account and at the expense of the Contractor and the Contractor and its Surety shall be liable to the County for any excess cost occasioned the County thereby, and in such event the County may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work 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 I 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 Architect/Engineer for formal decision, with a copy to the other party. Such formal decision of the Architect/Engineer is binding upon the Contractor and the Owner unless either or both notify each other and the Architect/Engineer in writing within fifteen (15) days of their receipt of the decision that they are unwilling to abide by the Architect's/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 Architect/Engineer fails to provide a written decision or a reasonable schedule to issue a written decision within ten (10) days after the County or the Contractor has presented its request, that party may consider itself aggrieved and may proceed to exercise its rights.

- 12.2** A settlement agreement signed by the County and the Contractor shall supersede and cancel any other dispute resolution proceedings regarding the same matter.

- 12.3** Unless work is stopped or payment withheld in accordance with the conditions of 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 Sixty (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. The Santa Fe County shall be a named additional insured on the policy.
- 14.5** Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall either 1) 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 without prior written approval of the County.

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

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

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

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

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

**17. ASSIGNMENT**

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

**18. SUBCONTRACTING**

**18.1** The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

- 18.2** Contractor shall provide to the County a listing of subcontractors within ten (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  
   Office of the County Attorney  
   102 Grant Avenue  
   Santa Fe, New Mexico 87501

To the Contractor:        \_\_\_\_\_  
   \_\_\_\_\_  
   \_\_\_\_\_

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

**21. RELEASE**

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

**22. WAIVER**

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

**CONDITIONS OF THE WORK**

## **1. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS**

- 1.1** The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the Contract. 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 Architect/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 Architect/ 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 Architect/Engineer/County two (2) copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Architect/Engineer/County and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Architect/ Engineer/County with two corrected copies. If requested by the Architect/Engineer/County the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Architect/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 Architect/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 Architect/Engineer/County, of equal substance and function. It shall not be purchased or installed by the Contractor without the Architect/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.
- 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, 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 Architect/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 Architect/Engineer and the County.

## **10. WEATHER CONDITIONS**

- 10.1** In the event of temporary suspension of work, or during inclement weather, or whenever the Architect/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 Architect/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 Architect/Engineer/County, in a diligent manner. The Contractor shall notify the Architect/Engineer/County immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Architect/Engineer/County for approval.
- 11.3** Where the Contractor has not taken action but has notified the Architect/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 Architect/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.

## **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 Architect/ 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, 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 Architect/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. 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 requires.

**17.2** The County has the right to inspect and test all services called for by the Contract, 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 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 Architect/ 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 Architect/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 Architect/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 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. 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, the Contractor shall immediately give notice to the Architect/Engineer/County of such conditions before they are disturbed. The Architect/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 Architect/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. ASSIGNMENTS**

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

## **24. MUTUAL RESPONSIBILITY OF CONTRACTORS**

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

## **25. SEPARATE CONTRACT**

**25.1** The Contractor shall coordinate its operations with those of other contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including its subcontractors, shall keep informed of the progress and the detail work of other contractors and shall notify the Architect/ 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.

**26. ARCHITECT/ENGINEER’S AUTHORITY**

**26.1** The Architect/Engineer/County shall give all orders and directions contemplated under this Contract and specifications, relative to the execution of the work. The Architect/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 Architect/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, the determination or decision of the Architect/Engineer/County shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this Contract affected in any manner or to any extent by such question.

**26.2** The Architect/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 Architect/Engineer/County.

**27. STATED ALLOWANCES**

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

**28. USE OF PREMISES AND REMOVAL OF DEBRIS**

**28.1** The Contractor expressly undertakes at its own expense:

- A. to take every precaution against injuries to persons or damage to property;

- B. to store its apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of its work or the work of any other subcontractors;
- C. to place upon the work or any part thereof only such loads as are consistent with the safety of the portion of the work;
- D. to clean up frequently all refuse, rubbish, scrap materials, and debris caused by its operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
- E. before final payment to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from its operations, and to put the site in a neat, orderly condition.
- F. to effect all cutting, fitting or patching of its work required to make the same to conform to the plans and specifications and, except with the consent of the Architect/Engineer/County, not to cut or otherwise alter the work of any other Contractor.

## **29. QUANTITIES OF ESTIMATE**

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

## **30. LANDS AND RIGHTS-OF-WAY**

- 30.1** Prior to the start of construction, the County shall obtain all lands and rights-of-way necessary for the carrying out and completions of work to be performed under this Contract.

## **31. 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 unless a longer period is specified. The County will give notice of observed defects with reasonable promptness.

## **32. PROTECTION OF LIVES AND HEALTH**

- 32.1** The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the

site, which occur as a result of its prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the County may determine to be reasonably necessary.

**33. INTEREST OF MEMBER**

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

**34. OTHER PROHIBITED INTERESTS**

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

**35. USE AND OCCUPANCY PRIOR TO ACCEPTANCE BY COUNTY**

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

- A. Secures written consent of the Contractor except in the event, in the opinion of the Architect/ 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.

**ATTACHMENT A**  
**BID SHEETS**

**ATTACHMENT B**  
ADDENDA & MODIFICATIONS

**EXHIBIT A**  
PROJECT MANUAL

## **EXHIBIT B**

TECHNICAL SPECIFICATIONS AS LISTED IN PLAN SET

## EXHIBIT C

### LABOR AND MATERIAL PAYMENT BOND (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 \_\_\_\_\_, 2015, with the  
COUNTY for the construction services for the (insert project description) in Santa Fe  
County, New Mexico, which must be constructed in accordance with drawings and specifications which  
contract is referenced and made a part hereof, and is hereinafter referred to as the “Contract.”

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

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

or SURETY for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer.

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

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
CONTRACTOR – PRINCIPAL (signature)

By: \_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
NOTARY PUBLIC (seal)

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
SURETY (signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
NOTARY PUBLIC (seal)

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
SURETY’S Authorized New Mexico Agent

## EXHIBIT D

### PERFORMANCE BOND (SAMPLE)

A. KNOW ALL MEN BY THESE PRESENT, THAT WE \_\_\_\_\_, as PRINCIPAL hereinafter called the “CONTRACTOR” and \_\_\_\_\_, as SURETY hereinafter called the “SURETY”, are held and firmly bound unto OBLIGEE Santa Fe County, a Political Subdivision of the State of New Mexico, hereinafter called the “COUNTY”, in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) dollars for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

B. WHEREAS, the CONTRACTOR has a written contract dated \_\_\_\_\_, 2015, with the COUNTY for the construction services for the (insert project description) Santa Fe County, New Mexico, in accordance with drawings and specifications which contract is referenced made part hereof, and is hereinafter referred to as the “Contract.”

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

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

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

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

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
CONTRACTOR – PRINCIPAL (signature)

By: \_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_ (seal)  
NOTARY PUBLIC

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
SURETY (signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_ (seal)  
NOTARY PUBLIC

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
SURETY’S Authorized New Mexico Agent

# EXHIBIT E

## ASSIGNMENT OF ANTITRUST CLAIMS

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

FIRM NAME:  
ADDRESS:

PROJECT:

PHONE NO.:

PROJECT NO:

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

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

BY: \_\_\_\_\_  
Signed by Individual empowered to obligate Suppliers,  
Subcontractors or Subsubcontractors

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

**EXHIBIT F**  
**CERTIFICATE OF LIABILITY INSURANCE**

## EXHIBIT G

### NOTICE OF CONTRACT AWARD

**TO:**

**FROM:** \_\_\_\_\_, **Public Works Department**

**CONTRACT NO.** \_\_\_\_\_

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

Project Name: \_\_\_\_\_

Date of Award \_\_\_\_\_ Amount of Award \_\_\_\_\_

**Contractor Information:**

Firm Name: \_\_\_\_\_ License# \_\_\_\_\_

Address: \_\_\_\_\_ Phone # \_\_\_\_\_

**It is anticipated that construction will take place:**

Approximate Starting Date: \_\_\_\_\_ Approximate Completion Date: \_\_\_\_\_

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

**SANTA FE COUNTY**

Name of Public Works Director or designee: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Signature

## EXHIBIT H

### NOTICE TO PROCEED

TO: DATE:  
PROJECT:  
ATTN: PROJECT NO.  
CONTRACT NO.  
IFB NO.

Enclosed is your copy of the Contract, which has been approved. Please consider this letter as official NOTICE TO PROCEED on the above-referenced project.

Your firm shall commence work within ten (10) calendar days of the above date and shall achieve Substantial Completion [REDACTED] calendar days thereafter, which shall be [REDACTED], 2015, unless modified by Change Order.

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

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

OWNER: Santa Fe County  
SFC [REDACTED] DEPARTMENT

By: [REDACTED]  
Director, SFC Department

# EXHIBIT I

## CHANGE ORDER

PROJECT:

CONTRACTOR  
CHANGE ORDER NO:

ARCHITECT/ENGINEER

PROJECT NO:

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

---

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

---

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

---

NOT VALID UNTIL SIGNED BY BOTH THE COUNTY AND THE ARCHITECT/ENGINEER.  
Signature of the Contractor indicates 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  days.  
The date of Substantial Completion as of the date of this Change Order therefore is:



# EXHIBIT J

## CERTIFICATE OF SUBSTANTIAL COMPLETION

SANTA FE COUNTY – (INSERT DEPARTMENT)

Public Works Director or designee (name): \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

Contractor Purchase Order Number: \_\_\_\_\_

ARCHITECT/ENGINEER: \_\_\_\_\_

Project Name: \_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

**Contractor**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**Accepted by Santa Fe County**

\_\_\_\_\_  
Signature (Public Works Director or Designee)      Print Name      Date

**Inspected/Concurrence Architect/Engineer**

\_\_\_\_\_  
Signature      Print Name      Date

**PUNCH LIST**

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

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

The punch list consists of \_\_\_\_\_(indicate number of items) items.

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

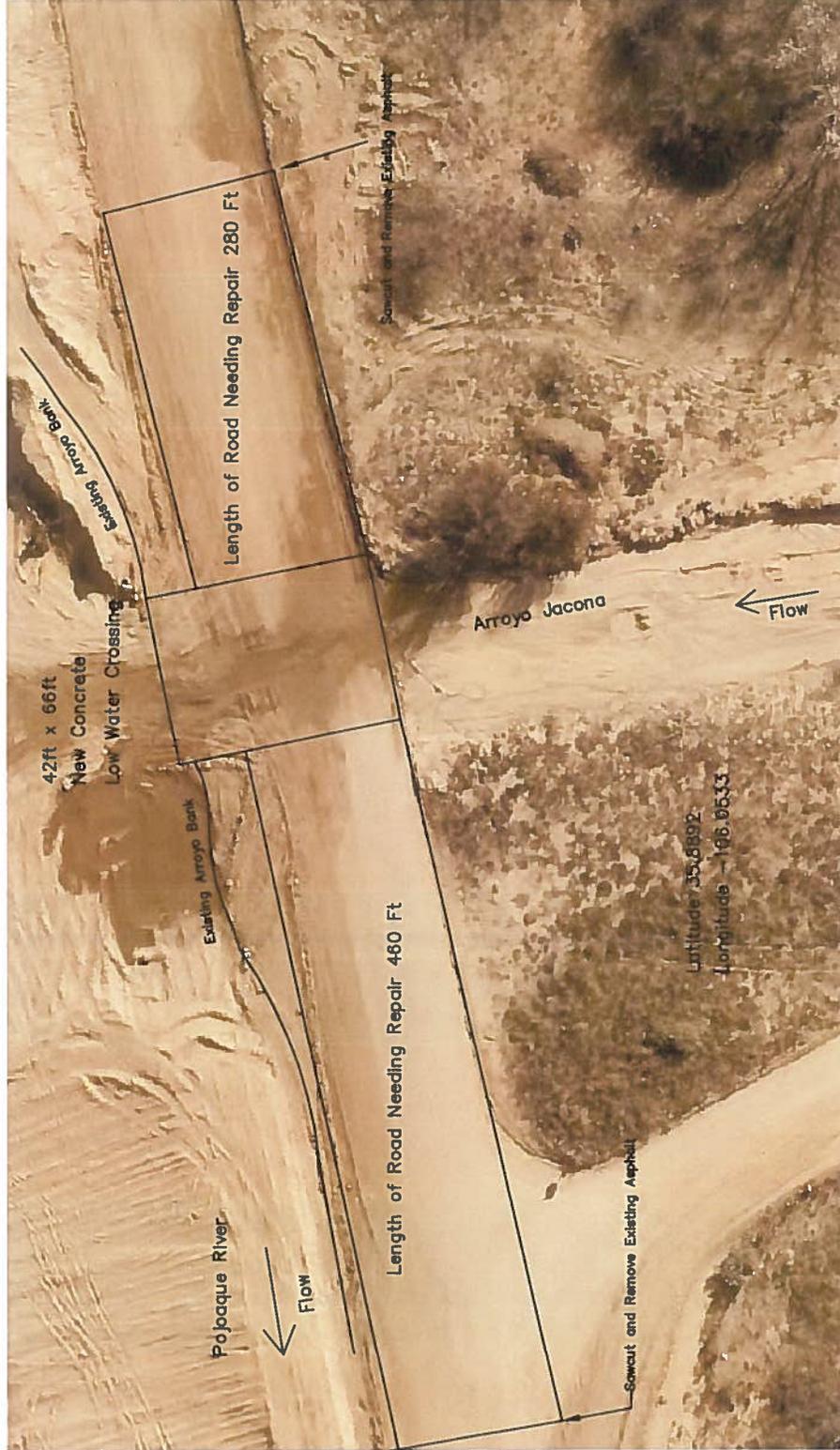
The County accepts the Work or designated portion thereof as substantially complete and assumes full possession thereof, in accordance with the contract documents.

Punch List Items: (Use additional sheets if necessary)

**APPENDIX F**

**PLANS & SPECIFICATIONS**

# Santa Fe County Road 84 & Arroyo Jacona Low Water Crossing



## General Notes

1. Concrete Shall be Class AA
2. Minimum Rebar Splice 2'
3. Dewatering is incidental to this project



No.	Revisions	Date

CR 84 & CR 101B  
Low Water Crossing  
FEMA 19

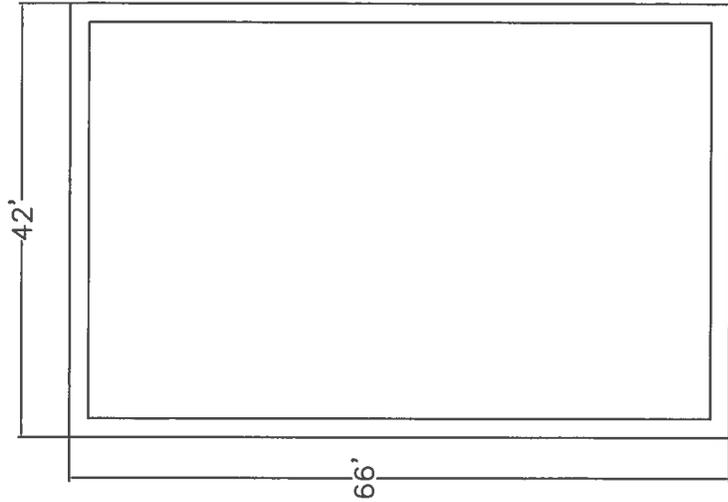
Site Map

Project  
CR B4

Date  
2/13/19

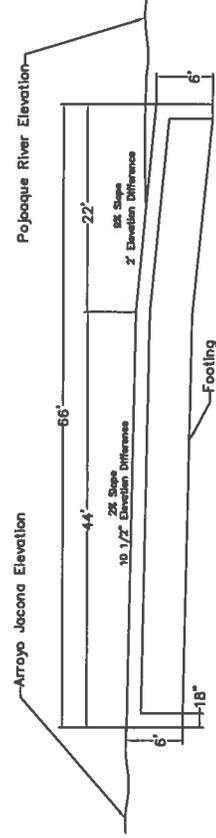
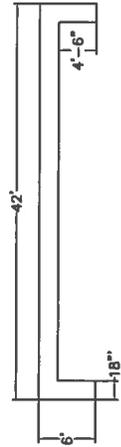
Scale  
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1



Slab Concrete 42ft x 66ft x 1.5ft = 154 Yards  
 Wall Concrete 212ft x 4.5ft x 1.5ft = 53 Yards

Plan View



General Notes

1. Concrete Shall be Class AA Medium Risk
2. Minimum Rebar Splice 2'
3. Minimum Concrete Cover 3"
4. Broom Finish Required On Concrete Driving Surface



No.	Revisions	Date

CR 84 & CR 101B  
 Low Water Crossing  
 FEMA 19  
 Plan & Profile

Project	CR 84	2
Date	2/13/19	
Scale	NTS	

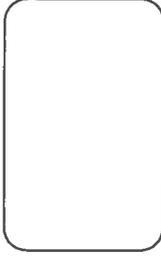
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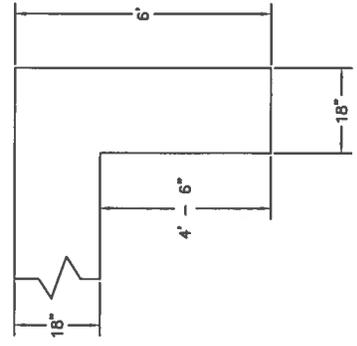
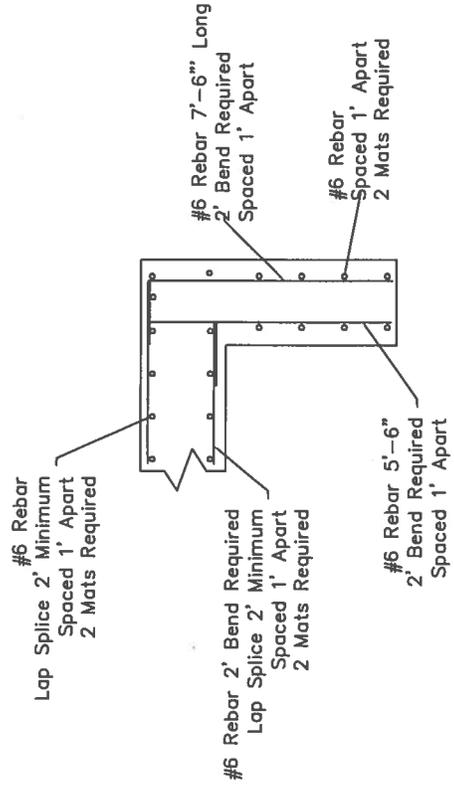
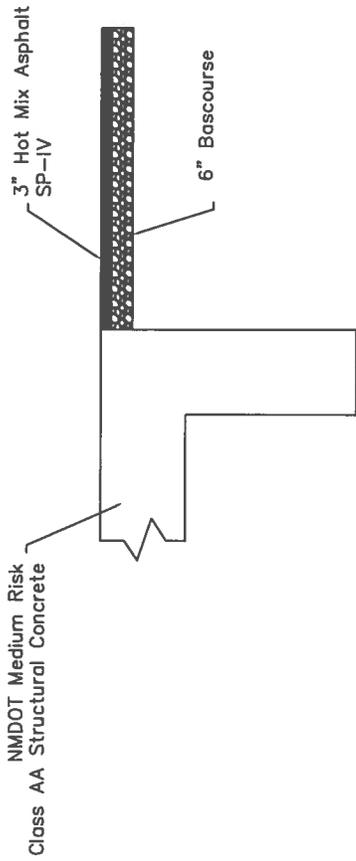


No.	Revisions	Date

CR 84 & CR 101B  
 Low Water Crossing  
 FEMA 19  
 Typical Section



Project CR 84	3
Date 2/13/19	
Scale NTS	



**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.

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



### Description

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

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

### Traffic Control Plan

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

### Pavement Drop-Offs

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

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

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

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

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

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

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

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

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

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

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

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

**Work Included in Payment**

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