

**SANTA FE COUNTY  
PUBLIC WORKS**

**INVITATION FOR BID**



**IFB 2019-0100-PW/MAM**

**COUNTY ROAD 72A (BIG TESUQUE CANYON  
RD.)**

**BRIDGE REPLACEMENT**

**DECEMBER 2018**

# SANTA FE COUNTY

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**ADVERTISEMENT  
INVITATION FOR BIDS  
COUNTY ROAD 72A (BIG TESUQUE CANYON RD)  
BRIDGE REPLACEMENT  
IFB 2019-0100-PW/MAM**

The Santa Fe County Public Works Department requests bids for the purpose of procuring a licensed construction company to construct an all-weather crossing County Road 72 (Big Tesuque Canyon Road) to improve and adhere to the NMDOT standards. At the present time the current timber bridge will be replaced with a pre-fabricated steel bridge that will be in compliance with the NMDOT standards. The construction consists of, but not limited to: removal and replacement of bridge, constructing new concrete abutments, minor paving and traffic control. Bids may be held for ninety (90) days subject to all action by the County. Santa Fe County reserves the right to reject any and all bids in part or in whole. A completed bid package must be submitted in a sealed container indicating the bid title and number along with the bidding firm's name and address clearly marked on the outside of the container. **All bids must be received by 2:00 PM on Thursday, December 20, 2018 at the Santa Fe County Purchasing Division, 142 W. Palace Avenue (Second Floor), Santa Fe, NM 87501.** By submitting a 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 this IFB.

**A Pre-Bid Conference will be held at 3:00 pm on Friday December 7, 2018 at the Santa Fe County Projects and Facilities Conference Room located at 901 W. Alameda Suite 20-C, Santa Fe, N.M. 87501.** The Pre-Bid Conference is *not* mandatory but attendance is highly recommended.

**EQUAL OPPORTUNITY EMPLOYMENT:** All qualified bidders will receive consideration of contract(s) without regard to race, color, religion, sex, national origin, ancestry, age, physical and mental handicap, serious mental condition, disability, spousal affiliation, sexual orientation or gender identity.

The Invitation for Bid Documents will be available on the Santa Fe County website: [http://www.santafecountynm.gov/asd/current\\_bid\\_solicitations](http://www.santafecountynm.gov/asd/current_bid_solicitations) or by contacting Michelle A. Marmion, Senior Procurement Specialist, by telephone at (505) 992-6753 or by email at [mmarmion@santafecountynm.gov](mailto:mmarmion@santafecountynm.gov).

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

Santa Fe County  
Publish: December 2 & 3, 2018

## INSTRUCTIONS FOR BIDDERS

Bids are requested by Santa Fe County for a bridge replacement on Santa Fe County Road 72A, located in Santa Fe, NM, in accordance with NMDOT specifications and other contract documents prepared by Santa Fe County.

1. **LOCATION AND DESCRIPTION OF WORK:** The work to be completed is located at Santa Fe County Road 72A, Santa Fe, NM 87506.

The work consists of, but is not limited to removal and replacement of bridge, constructing new concrete abutments, minor paving and traffic control.

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

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

All work shall be maintained in a neat and workmanlike manner. The contractor shall provide all clean-up for its operations and control of all construction debris. All construction debris shall be removed from the work areas and shall be disposed of at an approved waste disposal site before the end of each work cycle.

2. **PRE-BID CONFERENCE:** A Pre-Bid Conference will be held on Friday, December 7, 2018.

Attendance at the pre-proposal conference or participation is not mandatory but attendance is highly recommended.

3. **SPECIFICATIONS:** The construction of this project will be in accordance with the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction (2014 Edition), and other contract documents prepared by Santa Fe County, except as otherwise specified herein or in the contract.

4. **TIME AND PLACE OF RECEIVING AND OPENING BIDS:** This information will be found in the "Advertisement for Bids", page 3 of this IFB. A bid received after the specified time will not be considered and will be returned to the bidder unopened.

5. **DEFINED TERMS:** Terms used in these Instructions for Bidders have the meanings assigned to them in section 101 of the NMDOT Standard Specifications as modified.

6. **CONTRACT TIME:** The number of days for the completion of work (the contract time) is 120 working days. Where working days are defined as every day except Saturdays, Sundays, and Holidays as specified in Section 101 of the NMDOT Standard Specifications.

7. COPIES OF BIDDING DOCUMENTS: The Invitation for Bid Documents will be available on the Santa Fe County website: [www.santafecountynm.gov/asd/current\\_bid\\_solicitations](http://www.santafecountynm.gov/asd/current_bid_solicitations) or by contacting Michelle Marmion, Senior Procurement Specialist, by telephone at (505) 992-6753 or by email at [mmarmion@santafecountynm.gov](mailto:mmarmion@santafecountynm.gov).

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

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

8. BIDDER'S REPRESENTATION: By submitting a bid the bidder represents that: a) the bidder has read and understands the Bid Documents and Contract Documents; b) the bid is made in compliance with the Bid Documents and Contract Documents; c) The bidder has visited the site and has become familiar with local conditions under which the Work is to be performed, and has correlated the bidder's personal observations with the requirements of the proposed Contract Documents; d) the bidder has familiarized itself with federal, state and local laws, ordinances, rules, and regulations affecting performance of the Work; and e) the bid is based upon the materials, equipment and systems required by the Bid Documents without exception; and f) the County shall rely on these representations.
9. INTERPRETATIONS/ADDENDA: All questions about the meaning or intent of the contract documents shall be submitted to the Procurement Manager in writing.

Replies will be issued by written addenda mailed or delivered to all parties recorded by the Procurement Manager, 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:

Michelle A. Marmion, Senior Procurement Specialist  
Santa Fe County Purchasing Division  
142 W. Palace Avenue (Second Floor)  
Santa Fe, NM 87501  
Ph. (505) 992-6753  
[mmarmion@santafecountynm.gov](mailto:mmarmion@santafecountynm.gov)

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

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

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

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

9. PREFERENCES IN PROCUREMENT:

***New Mexico In-State Preference.***

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

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

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

**OR**

B. ***New Mexico Resident Veteran Preference.***

New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for a “**resident veteran contractor**”. Certification by the department of taxation and revenue for the resident veteran contractor requires the bidder to provide evidence of annual revenue and other evidence of veteran status.

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

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

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

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

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

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

10. SUBCONTRACTORS, SUPPLIERS AND OTHERS: The contractor shall be required to fully comply with the Subcontractors Fair Practices Act, NMSA 1978, 13-4-31 to 13-4-42.
  - A. The contractor, in the bid documents, must identify in writing to the County those portions of the work that it proposes to subcontract and after the Notice of Award, may only subcontract other portions of the work with the County's written consent.
  - B. Any subcontractor who will be providing more than \$5,000 or one-half of one percent of the architect's or engineer's estimate of the total project cost (not including alternates) whichever is greater for any service, must be listed on the Subcontractor Listing. The subcontractor listing threshold for this IFB is \$5,000.
  - C. **The awarded contractor must register all active subcontractors on the State of New Mexico Workforce Solutions website upon approval of Notice of Award entered by Santa Fe County.**
11. SUBSTITUTIONS: The materials, products, and equipment described in the Bid Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered prior to receipt of bids.
12. WAGE RATES/REGISTRATION WITH THE LABOR AND INDUSTRIAL DIVISION OF THE LABOR DEPARTMENT: The contractor shall be required to fully comply with the Public Works Minimum Wage Act, NMSA 1978, 13-4-11 thru 13-4-17. If the minimum wage rate determination for the project is not included in the initial Bid Documents, it will be furnished in an addendum.

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

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

13. BID FORM:

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

14. 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.

15. POWER OF ATTORNEY: Attorneys in fact who sign bonds must attach certified effective copies of their Power of Attorney to all bonds.
16. QUALIFICATION OF BIDS: All contractors and subcontractors must have a valid New Mexico license appropriate to the work herein specified at the time the bid is submitted.
17. SUBMISSION OF BIDS: Bids shall be submitted at the time and place indicated in the "Advertisement for Bids" on page 3 of this IFB and shall be enclosed in an opaque sealed envelope, marked with the project title, name and address of the bidder, N.M. License Number, and accompanied by the list of subcontractors and other required documents. All blanks must be filled in. Conditional bids will not be considered. The envelope shall be addressed to:



Michelle A. Marmion, Senior Procurement Specialist  
Santa Fe County Purchasing Division  
142 W. Palace Avenue (Second Floor)  
Santa Fe, NM 87501

18. **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.

19. **GROSS RECEIPTS TAXES:** The amount of the bid shall exclude applicable New Mexico Gross Receipts Taxes or applicable local option taxes. The applicable gross receipts tax or applicable local option taxes shall be computed and shown as a separate amount on each request for payment made under the contract.

20. **CONSIDERATION OF BIDS:** Bids received on time will be opened publicly and will be read aloud, and an abstract of the amounts of the base bids and alternates or bid items, if any, will be made available to the bidders. Each bid shall be open to public inspection.

21. **BID OPENING PROCEDURE:** The person or persons opening the bids shall verify that the requirements of the Instruction to Bidders have been fulfilled, and shall read aloud the name of each apparently responsive bidder and the bid amount(s). If any requirements have not been met, the bid shall be deemed non-responsive and disqualified. Each bid shall be reviewed for the following:

- A. Bid Proposal: Include name of bidder, type of organization, contractor's license number and New Mexico Workforce Solutions registration number and all required signatures.
- B. Bid Form: Include acknowledgement of all addenda, if applicable, bidder's name, title, address, telephone number, contractor's license number and type, United States Treasury number, resident preference certificate, if applicable, and all required signatures.
- C. Bid Sheet: Include best price offered, excluding GRT.
- D. Non-Collusion Affidavit for Prime Bidder Form: Include all required notarized signatures.
- E. Certification of Non-Segregated Facilities Form: Include all required notarized signatures.
- F. Certification of Bidder Regarding Equal Employment Opportunity Form: Include all required signatures.
- G. Bid Bond: Include all required notarized signatures.

- H. Bid Security: Shall be in the form of a certified or cashier's check made payable to the County or a surety bond issued by a surety.
- I. Subcontractor's Listing Form: List of all subcontractors performing work over \$5,000.00, include name, address, telephone number, license number and **active** NM Department of Workforce Solutions Registration Number.
- J. Campaign Contribution Disclosure Form: Include all required signatures.
- K. Valid certificate of resident business or resident contractor, if applicable.

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

- 22. BIDS TO REMAIN OPEN: All bids shall remain open for ninety (90) days after the day of the bid opening.
- 23. AWARD OF CONTRACT:
  - A. The County reserves the right to reject any and all bids and waive any and all informalities or technicalities and the right to disregard all nonconforming or conditional bids or counter proposals.
  - B. If a contract is to be awarded, it will be awarded to the lowest responsible bidder submitting a bid that is either: (i) the lowest base bid; or (ii) the lowest bid including the base bid and the alternate(s); or (iii) the lowest bid including the base bid and any combination of the alternates.
  - C. If the lowest responsible bidder has otherwise qualified, the lowest bidder may negotiate with the County for a lower bid if the lowest bid is within **ten percent** over budgeted project funds in order to prevent all bids from being rejected. No change in the original scope and/or terms and conditions will be allowed. Negotiations may be permitted with product, materials, and equipment alternatives as determined to be in the best interest of the County.
  - D. Alternates may be accepted and awarded in any manner or order based on available budget. The County reserves the right not to award any particular alternate.
  - E. **The awarded contractor must register all active subcontractors on the State of New Mexico Workforce Solutions website upon approval of Notice of Award entered by Santa Fe County.**
- 24. LIQUIDATED DAMAGES: Liquidated damages in the amount of \$2,000.00 per each calendar day shall be assessed after the completion date (as adjusted by change orders) until the issuance of a Certificate of Substantial Completion for the entire project.
- 25. PREFERENCES IN EQUIPMENT AND MATERIAL: In the construction of this project, the County has no preference for any process, type of equipment, or kind of material, but will consider all processes, types of equipment or kinds of material offered on a usual competitive basis if they are in fact equal to that specified and will accomplish the purpose intended. The County reserves the right to be the sole judge as to whether or not a different process, type of equipment or kind of material offered is in fact equal to that specified.

26. LICENSE OR ROYALTY FEES: Licenses and/or royalty fees for products or for processes must be paid for directly by the contractor.
27. 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.
28. COLLUSION: No bidder shall be interested in more than one bid. Collusion among bidders or the submission of more than one bid under different names by any firms or individual shall be cause for rejection of all bids in question without consideration.
29. QUANTITIES: The quantities set forth in the bid proposal are estimated quantities on which bids will be compared and which will be the basis for award of contract. Payment will be made for work actually performed.
30. 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.
31. CONTRACTOR'S QUALIFICATION STATEMENT: A bidder to whom award of a contract is under consideration shall submit, upon request, information and data to prove that its financial resources, production or service facilities, personnel, and service reputation and experience are adequate to make satisfactory delivery of the services, construction, or items of personal property described in the Bidding Documents.
32. BOND REQUIREMENTS – PERFORMANCE BOND AND PAYMENT BOND: If awarded the contract, a bidder shall furnish bonds covering the faithful performance of the contract and payment of all obligations arising thereunder. The amount of the bonds, performance and payment, shall each be equal to 100% of the contract sum. Bonds shall be issued by a surety authorized to conduct business in the State of New Mexico and who is approved in federal circular 570 as published by the U.S. Treasury Department. The cost of the bonds shall be included in the bid.
33. TIME OF DELIVERY AND FORM OF BONDS. The bidder shall deliver the required bonds to the County no later than seven (7) days following the date of execution of the contract. If the Work is to be commenced prior thereto in response to a letter of intent, the bidder shall, prior to commencement of the Work, submit evidence satisfactory to the County that such bonds will be furnished and delivered in accordance with this section.

The bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

34. **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.
35. **NOTICE OF AWARD:** A written Notice of Award shall be issued by the County after review and approval of the bid and related documents.
36. **IDENTICAL BIDS:** If two or more identical low bids are received, the County will apply the process described at Section 13.1.110 NMSA 1978, of the State Procurement Code.
37. **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.
38. **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.
39. **FAILURE TO EXECUTE CONTRACT:** Failure to return the signed contract with acceptable contract bonds and certificate of insurance within ten (10) calendar days after the date of the Notice of Award shall be just cause for the cancellation of the award. The award may then be made to the next lowest responsible bidder, or the work may be re-advertised and constructed under contract or otherwise, as the owner may decide.
40. **INSURANCE REQUIREMENTS:** At a minimum upon execution of the Agreement between the County and the contractor, the contractor shall furnish to the County, Certificates of Insurance naming Santa Fe County as an additional insured for the insurance coverage as specified in the sample contract and the County's supplementary conditions attached hereto.
41. **CLARIFICATION OF NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR, AND CERTIFICATION OF SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY:** The general contractor is not required to present completed "Non-Collusion Affidavit of Subcontractor" and "Certification of Subcontractor Regarding Equal Employment Opportunity" forms from their subcontractors at the time of bid submittal; however, once the contract is awarded, the general contractor is responsible for providing these forms along with the bonds and certificate of insurance.
42. **SUBCONTRACTOR PERFORMANCE AND PAYMENT BOND.** A subcontractor whose work to be performed on a public works building project is one hundred twenty-five thousand dollars (\$125,000) or more shall submit a performance and payment bond in the amount of the work they are to perform on the project. These bonds will be submitted within the stated (10) calendar days after the date of the Notice to Award.
43. **OPERATIONS AND MAINTENANCE MANUALS:** At the completion of the project but prior to the Substantial Completion certificate approved by the engineer, the

contractor shall submit to the Project Manager two (2) copies of a three ring binder with all maintenance and operations instructions for all systems and items within this phase of construction, if applicable.

44. NOTICE: The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.
45. SUFFICIENT APPROPRIATION: Any contract awarded as a result of this IFB process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.
46. NUMBER OF BIDS ACCEPTED. Bidders shall submit only one (1) bid in response to this IFB.
47. LIVING WAGE: Contractor shall comply with the requirements of the Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

**BID PROPOSAL**  
**IFB NO. 2019-0100-PW/MAM**  
**COUNTY ROAD 72A (BIG TESUQUE CANYON RD.)**  
**BRIDGE REPLACEMENT**

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 drainage and road improvements on Santa Fe County Road 54, located in Santa Fe, NM, in accordance with NMDOT specifications and other contract documents prepared by Santa Fe County.

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

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

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

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

(Corporate Seal)

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

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

\_\_\_\_\_  
Address

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

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

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Corporation organized under  
the Laws of the State of :

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New Mexico Contractor's License No.

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

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**SANTA FE COUNTY  
BID FORM**

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

hereinafter called "Bidder".

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

hereinafter called "CONTRACTING AGENCY",

BID FOR: **IFB NO. 2019-0100-PW/MAM**  
PROJECT: **COUNTY ROAD 72A (BIG TESUQUE CANYON RD.)  
BRIDGE REPLACEMENT**

Purchasing Division:

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

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

Therefore, the Bidder hereby proposes to furnish all supervision, technical personnel, labor, materials, tools appurtenances, equipment, and services (including all utility and transportation services) required to complete the construction services for County Road 72A (Big Tesuque Canyon Rd.) Bridge Replacement, 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 bid price for the scope of work.

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



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

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

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

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

This Bid Proposal contains the following:

- A. Bid Proposal
- B. Bid Form
- C. Bid Sheet
- D. Non-Collusion Affidavit for Prime Bidder/Subcontractor
- E. Certification of Non-segregated Facilities
- F. Certification of Bidder/Subcontractor Regarding Equal Employment Opportunity
- G. Bid Bond
- H. Performance Bond
- I. Labor and Material Bond
- J. Subcontractors Listing (as included in this packet)
- K. Acknowledgement of Receipt of Invitation for Bids
- L. Campaign Contribution Disclosure Form
- M. Preference Certificate(s), if applicable

***Failure to include any of the above listed documents in the bid submittal may be considered sufficient grounds for disqualification of the bidder and rejection of its bid.***

Respectfully submitted:

Name of Bidder: \_\_\_\_\_  
 By (Signature): \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Official Address: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Telephone No: \_\_\_\_\_

New Mexico Contractors License Number and Types: \_\_\_\_\_

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

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

**BID FORM**  
**IFB # 2019-0100-PW/MAM**

**Please offer your best price for the work requiried for County Road 72A Bridge Replacement. The base bid must include pricing for materials, equipment, labor, travel and fees for any required permitting. Be advised that award may be made without discussion with bidders on offers received.**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED COST
203100	BORROW ENGINEERED FILL	C.Y	120		
203200	SUBEXCAVATION	C.Y	280		
207000	SUBGRADE PREPERATION	S.Y.	156		
303160	BASECOURSE 6"	S.Y.	65		
423270	HMA SP IV COMPLETE 3"	S.Y.	28		
511030	STRUCTURAL CONCRETE, CL AA	C.Y	27		
540060	REINFORCING BARS GRADE 60	LBS	5,400		
570997	PREFABRICATED BRIDGE - CONTECH	L.S.	1		
570998	FAUX TRUSS FOR BRIDGE - CONTECH	L.S.	1		
570999	PRECAST DECK PANELS - CONTECH	L.S.	1		
601000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	L.S.	1		
603261	MULCH SOCKS	L.F.	125		
605000	UNDERDRAIN	L.F.	120		
606053	END TREATMENT W-BEAM END ANCHOR	EA.	4		
606201	WEATHERING W-BEAM GUARDRAIL	L.F.	8		
617003	VIDEO TAPING	L.S.	1		
704204	RETROREFLECTORIZED PLASTIC PAVEMENT STRIPE 4"	L.F.	72		
603281	SWPP INSTALLATION AND MAINTENANCE	L.S.	1		
618000	CONSTRUCTION TRAFFIC CONTROL & MANAGEMENT	L.S.	1		
621000	MOBILIZATION	L.S.	1		
801000	CONSTRUCTION STAKING	L.S.	1		
901000	CONSTRUCTION TESTING	L.S.	1		

TOTAL BID (Written in Numbers excluding NM Gross Receipts Tax)

TOTAL BID (Written in Words excluding NM Gross Receipts Tax)

**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 \_\_\_\_\_ 2018.

\_\_\_\_\_  
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 \_\_\_\_\_ 2018.

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

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

**SUBCONTRACTS**

- A. The contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until it has submitted a Non-Collusion Affidavit from the subcontractor, is substantially the form shown below, and has received written approval of such subcontractor from Santa Fe County.
- B. No proposed subcontractor shall be disapproved by Santa Fe County except for cause.
- C. The contractor shall be as fully responsible to Santa Fe County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by them.

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

**CERTIFICATION OF NON-SEGREGATED FACILITIES**

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

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

(SIGNED) \_\_\_\_\_

TITLE \_\_\_\_\_

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

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

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

**CERTIFICATION OF BIDDER REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

**INSTRUCTIONS**

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

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

**CERTIFICATION OF BIDDER**

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

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

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

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

\_\_\_\_\_  
NAME AND TITLE OF SIGNER (PLEASE TYPE)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**CERTIFICATION OF SUBCONTRACTOR REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

**INSTRUCTIONS**

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

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

**CERTIFICATION OF SUBCONTRACTOR**

Subcontractor's Name: \_\_\_\_\_

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

1. Subcontractor has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

Yes \_\_\_\_ No \_\_\_\_

2. Compliance reports were required to be filed in connection with such contract or subcontract.

Yes \_\_\_\_ No \_\_\_\_

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

\_\_\_\_\_  
NAME AND TITLE OF SIGNER (PLEASE TYPE)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE



**BID BOND**

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

WHEREAS, the Principal has submitted the accompanying bid, dated \_\_\_\_\_, 2018, for the County Road 72A (Big Tesuque Canyon Rd.) Bridge Replacement.

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 \_\_\_\_\_, 2018.

\_\_\_\_\_  
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 "CONTRACTOR" and \_\_\_\_\_, as SURETY hereinafter called the "SURETY", are held and firmly bound unto OBLIGEE Santa Fe County, a Political Subdivision of the State of New Mexico, hereinafter called the "COUNTY", in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) dollars for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

B. WHEREAS, the CONTRACTOR has a written contract dated \_\_\_\_\_, 2018, with the COUNTY for County Road 72A (Big Tesuque Rd.) Bridge Replacement, in accordance with drawings and specifications which contract is referenced made part hereof, and is hereinafter referred to as the "Contract."

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

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

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

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

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

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

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

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

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

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

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

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

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

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

## LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT, THAT WE \_\_\_\_\_

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

WHEREAS, the PRINCIPAL has a written contract dated \_\_\_\_\_, 2018, with the COUNTY for County Road 72A (Big Tesuque Canyon Rd) Bridge Replacement, which must be constructed in accordance with drawings and specifications which contract is referenced and made a part hereof, and is hereinafter referred to as the “Contract.”

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

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

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

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

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

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

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

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

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

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

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

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

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

**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. 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.
3. 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.
4. For the purposes of this Project **ALL SUBS** need to be listed. Subs who's work will be \$60,000 or more **MUST** have an **ACTIVE NM Dept. of Workforce Solutions registration number PRIOR TO THE BID OPENING DATE.** All subcontractors must be listed on the subcontractor form regardless of the amount of the job they will be performing. All subcontractors are required to adhere to the wage rates (no matter the dollar amount of the work performed).

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

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

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT OF INVITATION FOR BIDS FORM  
COUNTY ROADS 72A (Big Tesuque Canyon RD.)  
DRAINAGE AND ROAD IMPROVMENTS  
IFB No. 2019-0100-PW/MAM

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 Michelle A. Marmion no later than **Friday, December 7, 2018** 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: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ FAX NO: \_\_\_\_\_

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

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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

- ☐ Firm does intend to respond to this Invitation for Bid.  
☐ Firm does NOT intend to respond to this Invitation for Bid.

Michelle A. Marmion, Senior Procurement Specialist  
Santa Fe County Purchasing Division  
142 W. Palace Avenue (Second Floor)  
Santa Fe, New Mexico 87501  
(505) 992-6753  
[mmarmion@santafecountynm.gov](mailto:mmarmion@santafecountynm.gov)



## APPENDIX B

### CAMPAIGN CONTRIBUTION DISCLOSURE

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

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

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

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

The following definitions apply:

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

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or

expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

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

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

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

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

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

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

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

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

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

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**--OR--**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

## APPENDIX C

### Resident Veterans Preference Certification

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

**Please check one box only:**

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

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

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

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

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

\_\_\_\_\_  
(Signature of Business Representative)\*

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory of the Business.

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

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

---

NOTARY PUBLIC

My Commission Expires:

---

## **APPENDIX D NOTICE TO CONTRACTORS**

**November 27, 2018**

### **Project Safety**

The contractor is asked to be vigilant in keeping the safety all of pedestrians, bicycle riders, vehicle traffic, construction equipment and workers in mind during the duration of this project in accordance to the terms of the contract and the contractor's approved Traffic Control Plan. This work is considered included in Traffic Control Management.

### **Traffic Control Management**

A full time Traffic Control Supervisor is not required for this project. The TCS must check the construction signing each day to make sure that the signs are still in place and in good condition.

### **Public Notification:**

The Contractor shall distribute a Santa Fe County Approved advertisement in The Santa Fe New Mexican, Journal North and Santa Fe Reporter at least one week prior to the road closure. The ad shall be no more than 3" x 5" in size. The Contractor shall also submit a certified letter to Santa Fe Public Schools no more than two weeks prior to road closure advising them of the road closure. The contractor shall notify Ken Martinez of the Regional Emergency Communication Center, 505-992-3096, 48 hours in advance of all closures. The cost of Public Notification is considered incidental to line item 618000 Traffic Control Management and no other payment shall be made.

## **NOTICE TO CONTRACTORS**

**November 27, 2018**

### **Traffic Control Management**

The following items will be included in the price for bid item 618000 – Traffic Control Management.

The contractor shall meet the requirements of Ordinance 2003-1. Contact Johnny Baca, (505) 992-3020, for a permit prior to construction. The permit fee will be waived.

One portable message boards shall be set up two weeks prior to construction to notify the public. Locations shall be coordinated with the owner's representative.

The contractor shall notify Ken Martinez of the Regional Emergency Communication Center, (505) 992-3096, 48 hours in advance of all closures.

Contractor shall maintain regulatory signs during construction. Conflicting signs shall be covered and the contractor shall maintain the cover as long as the sign is in-place.

Signs to remain in-place more than three days shall be placed on permanent posts.

**APPENDIX E**  
**PLANS AND SPECIFICATIONS**



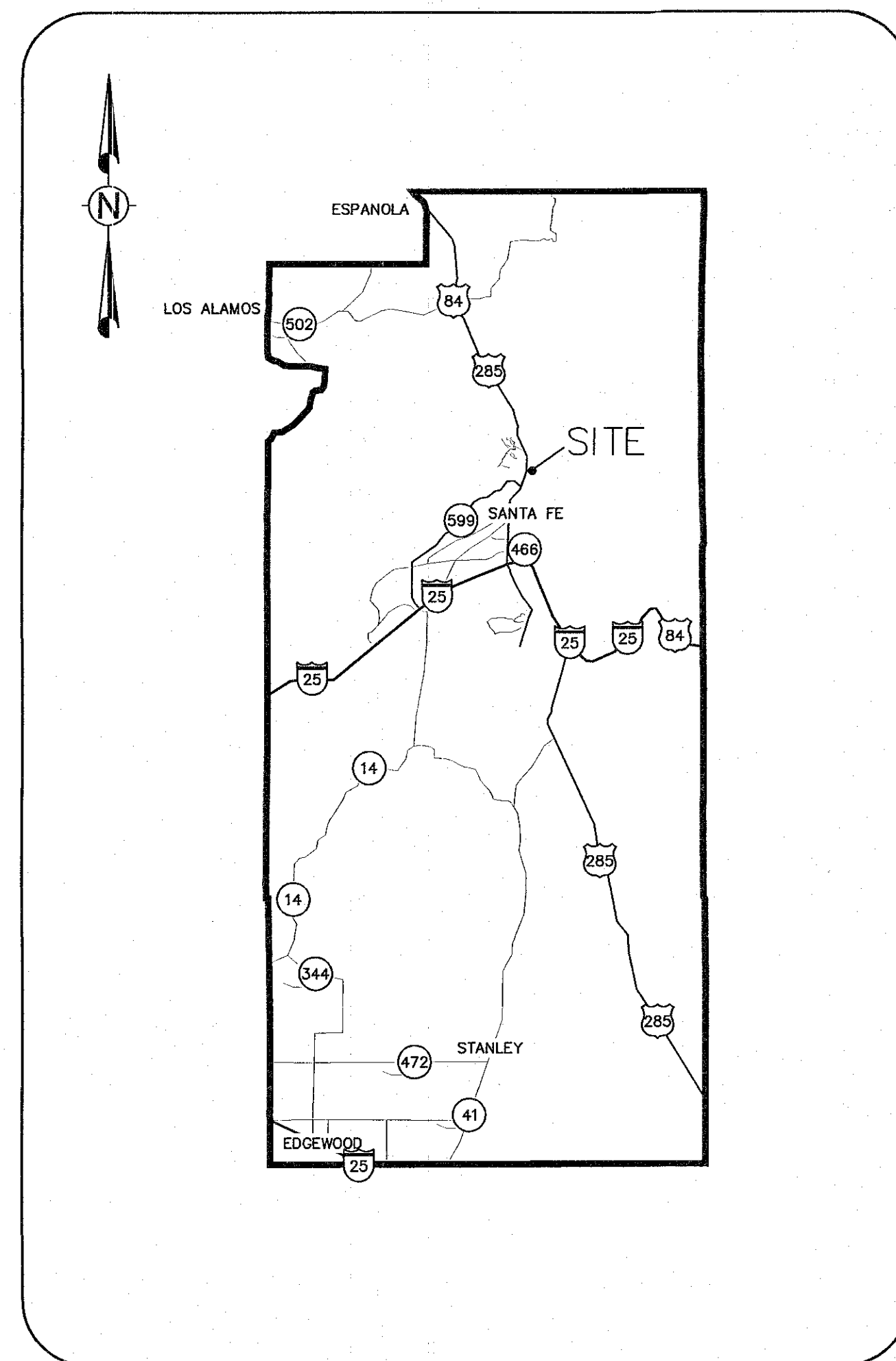
# SANTA FE COUNTY, NEW MEXICO

# SANTA FE COUNTY ROAD 72-A

# BRIDGE REPLACEMENT

**NEW BRIDGE NUMBER: 9817**

PROJECT NUMBER: 6217



## PROJECT VICINITY

PREPARED FOR:

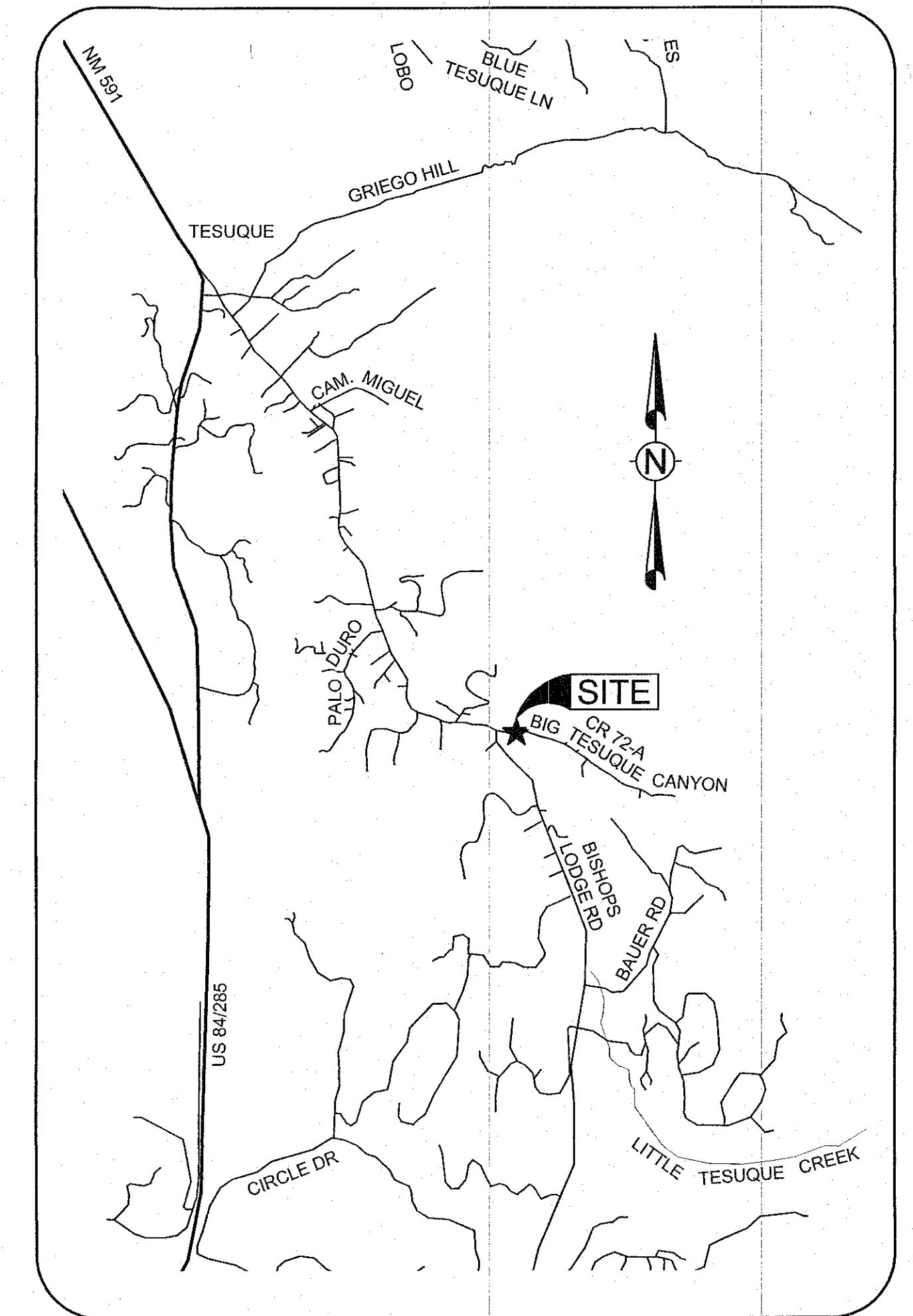
SANTA FE COUNTY  
901 W. ALAMEDA  
SUITE 20C  
SANTA FE, NM 87501



PUBLIC WORKS DIRECTOR DATE

LAND USE ADMINISTRATOR \_\_\_\_\_ DATE \_\_\_\_\_

# AUGUST 2018



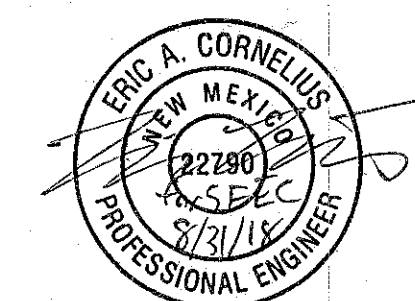
## PROJECT AREA

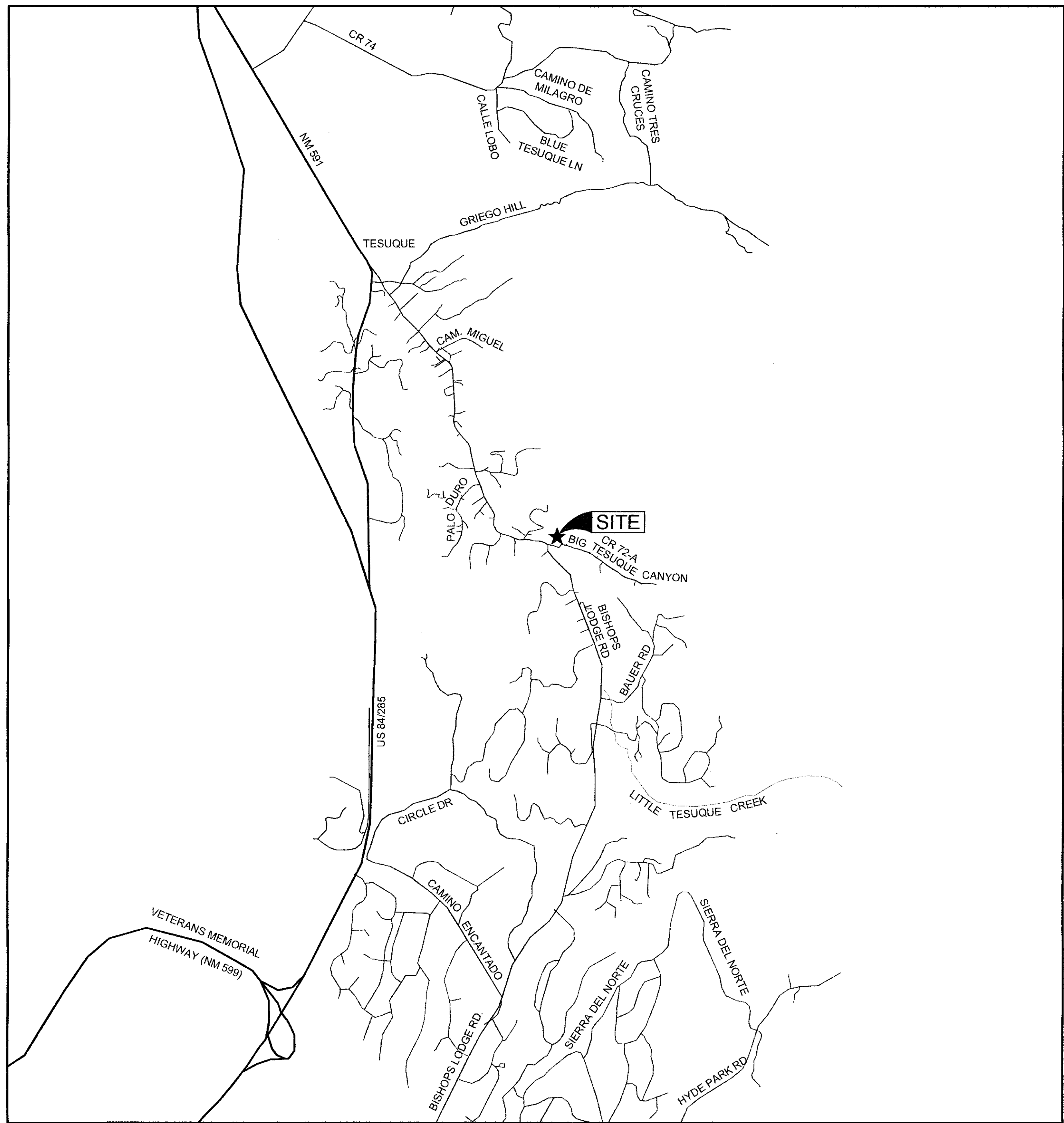
Documentation for the NMDOT Bridge Bureau

Provide the following to the NMDOT Bridge Bureau upon project completion:  
1) Final "As Built" Bridge Plans, 2) Complete Bridge Design Calculations,  
and 3) Bridge Load Ratings, calculated using the Load & Resistance Factor  
Rating method and in accordance with the requirements in AASHTO's "The  
Manual for Bridge Evaluation," Current Edition.

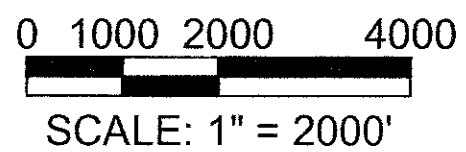
**S** Santa Fe Engineering  
**F** Consultants, LLC

1599 St. Francis Drive, Suite B  
Santa Fe, NM 87505  
(505) 982-2845 - Phone  
(505) 982-2641 - Fax  
<http://www.SFENGR.com>





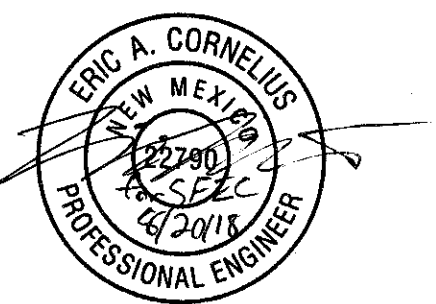
VICINITY MAP  
SCALE: 1" = 2000'

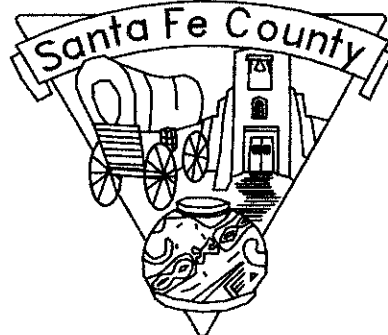


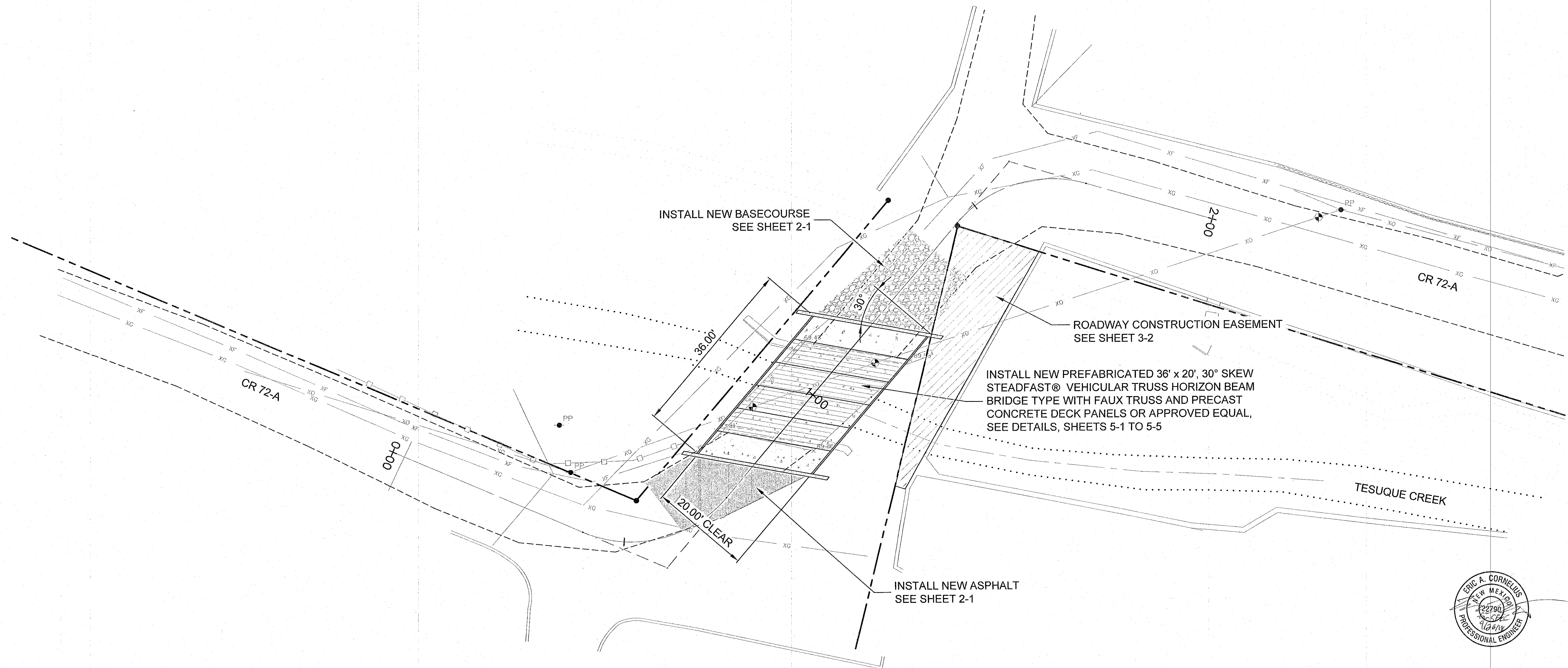
SANTA FE COUNTY, NEW MEXICO  
LYING WITHIN PROJECTED  
SECTION 31, T18N, R10E NMPM

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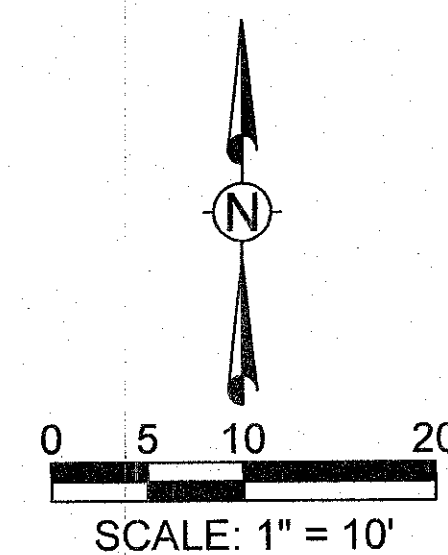
1-1	COVER SHEET
1-2	VICINITY MAP AND INDEX OF SHEETS
1-3	GENERAL LAYOUT
1-4	GENERAL NOTES
1-5	SUMMARY OF QUANTITIES
2-1	TYPICAL SECTIONS AND DETAILS
2-2	ABUTMENT CROWN DETAILS
2-3	TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES PLAN
3-1	CERTIFIED TOPOGRAPHIC MAP
3-2	ROADWAY CONSTRUCTION EASEMENT
3-3	DEMOLITION PLAN
4-1	ROADWAY PLAN AND PROFILE
5-1	STRUCTURAL PLAN AND DETAILS
5-2	GEOTECHNICAL INFORMATION AND BORING LOGS
5-3 TO 5-5	PREFABRICATED BRIDGE CUTSHEETS
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7-1 TO 7-2	TYPICAL CONSTRUCTION TRAFFIC CONTROL PLANS
8-1	PERMANENT SIGNING AND STRIPING PLAN
8-2	GUARD RAIL LAYOUT
9-1 TO 9-4	N.M.D.O.T. SERIALS



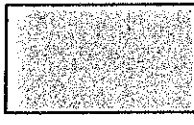
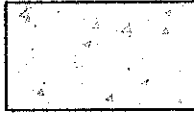
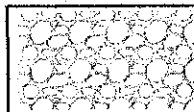
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NO.	DESCRIPTION	DATE	BY
REVISIONS (OR CHANGE NOTICES)			
			
SANTA FE COUNTY ROAD 72-A PROJECT NUMBER: 6217			
VICINITY MAP AND INDEX OF SHEETS			
DATE: AUGUST 2018	SCALE: 1" = 2000'	SHEET: 1-2	



**GENERAL LAYOUT**  
SCALE: 1" = 10'

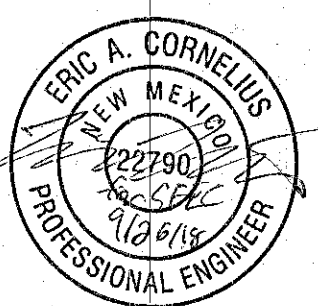


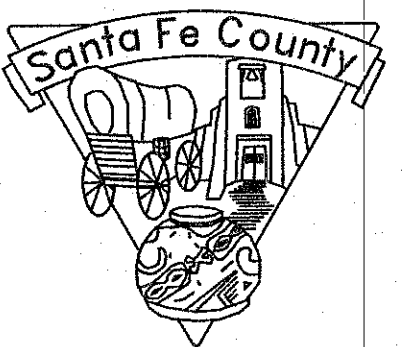
**LEGEND**

-  ASPHALT
-  PRECAST CONCRETE DECK PANELS
-  BASE COURSE

**PROJECT DESCRIPTION:**

PROJECT INCLUDES REMOVAL OF EXISTING TIMBER BRIDGE, PARTIAL REMOVAL OF EXISTING ABUTMENTS, INSTALLATION OF NEW PREFABRICATED BRIDGE, AND CONSTRUCTION OF SUPPORTING FOUNDATION AND ROAD WORK.



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1			
NO.	DESCRIPTION	DATE	BY
REVISIONS (OR CHANGE NOTICES)			
			
<p>SANTA FE COUNTY ROAD 72-A PROJECT NUMBER: 6217</p> <p>GENERAL LAYOUT</p>			
DATE: AUGUST 2018	SCALE: 1" = 10'	SHEET: 1-3	



Santa Fe Engineering  
Consultants, LLC

GENERAL NOTES

SANTA FE COUNTY

PROJECT NUMBER: 6217

SHEET NO.

1-4

1.

ALL CONSTRUCTION SHALL CONFORM TO THE REQUIREMENTS OF SANTA FE COUNTY SUSTAINABLE LAND DEVELOPMENT CODE (SLDC) AND STANDARDS AS APPLICABLE.

2.

THE CONTRACTOR SHALL NOT INSTALL ITEMS AS SHOWN ON THESE PLANS WHEN FIELD CONDITIONS ARE DIFFERENT THAN SHOWN IN THE PLANS. SUCH CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE SANTA FE COUNTY PROJECTS MANAGER IN A TIMELY MANNER. IN THE EVENT THAT THE CONTRACTOR DOES NOT NOTIFY THE ENGINEER IN A TIMELY MANNER, THE CONTRACTOR ASSUMES FULL RESPONSIBILITY AND EXPENSE FOR ANY REVISIONS NECESSARY, INCLUDING ENGINEERING DESIGN FEES.

3.

UTILITY CONSTRUCTION SHALL CONFORM TO APPLICABLE SECTIONS OF THE APWA'S "NEW MEXICO STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2006 EDITION, INCLUDING LATEST PUBLISHED AMENDMENTS (APWA).

4.

INFRASTRUCTURE CONSTRUCTION SHALL CONFORM TO APPLICABLE SECTIONS OF THE NEW MEXICO DEPARTMENT OF TRANSPORTATION'S "STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, 2014 EDITION, INCLUDING LATEST PUBLISHED AMENDMENTS (SSHBC).

5.

THE ORDER OF PRECEDENCE SHALL BE, LISTED IN ORDER OF HIGHEST PRECEDENCE: THE PLANS, SUPPLEMENTAL PROJECT SPECIFICATIONS, SLDC, SSHBC, AND APWA.

6.

IN THE CASE OF CONFLICTS BETWEEN PLANS AND SPECIFICATIONS, RESOLUTION SHALL BE MADE BY USING THE MORE RESTRICTIVE REQUIREMENTS AS DETERMINED BY THE PROJECT MANAGER AND APPROVED BY SANTA FE COUNTY.

7.

THE EARTHWORK QUANTITIES SHOWN DO NOT INCLUDE A SHRINKAGE FACTOR.

8.

THE TOP 8 INCHES OF ROADBED SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY IN ACCORDANCE WITH AASHTO T180. SOME SOILS AT THE SITE MAY HAVE A PI OF 15 OR GREATER. THESE SOILS REQUIRE COMPACTION OF AT LEAST 95% OF MAXIMUM DENSITY. CONTROL OF MOISTURE, BLENDING OF MATERIAL, AND REWORKING OF MATERIAL MAY BE REQUIRED. THIS WORK SHALL BE CONSIDERED INCLUDED IN THE CONTRACT PRICE FOR "207000 - SUBGRADE PREPARATION" AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE FOR REHANDLING OR REWORKING MATERIAL TO MEET MOISTURE AND DENSITY REQUIREMENTS. SEE NMDOT SECTION 207: SUBGRADE PREPARATION.

9.

EARTHWORK HAUL AND EMBANKMENT FILL. THE EARTHWORK HAUL AND EMBANKMENT FILL ON THIS PROJECT WILL BE CONSIDERED AS INCLUDED IN THE CONTRACT PRICE FOR "203000 - UNCLASSIFIED EXCAVATION", AS APPLICABLE, AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.

10.

WARPING OF SLOPES. THE CONTRACTOR SHALL WARP SLOPES WHERE NECESSARY TO STAY WITHIN THE RIGHT OF WAY OR CONSTRUCTION EASEMENT LIMITS. THIS SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION, AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.

11.

MATERIAL PITS. NO MATERIAL PITS HAVE BEEN DESIGNATED FOR THIS PROJECT. THE CONTRACTOR MAY OBTAIN SPECIFICATION BORROW OR SURFACING MATERIAL FROM ANY ACCEPTABLE SOURCE. ALL MATERIAL PIT ACTION SHALL BE GOVERNED BY SECTION 106 OF THE SSHBC.

12.

THE CONSTRUCTION CLEAR ZONE FOR THIS PROJECT IS THE ENTIRE PROJECT AREA INCLUDING DESIGNATED PARKING AREAS. THE CONTRACTOR SHALL NOT STORE EQUIPMENT OR MATERIAL WITHIN THE CONSTRUCTION CLEAR ZONE, UNLESS THE EQUIPMENT OR MATERIAL IS PROPERLY SHIELDED UTILIZING CURRENT SAFETY DESIGN AND INSTALLATION METHODS. THE DESIGN FOR SHIELDING SHALL BE PROVIDED BY THE CONTRACTOR AND MUST BE APPROVED BY THE PROJECT MANAGER BEFORE IMPLEMENTING. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.

13.

THE CONTRACTOR WILL PROVIDE AT ITS OWN EXPENSE AND WITHOUT ANY LIABILITY TO SANTA FE COUNTY ADDITIONAL LAND AND ACCESS THERETO THAT THE CONTRACTOR MAY DESIRE FOR A TEMPORARY STAGING AREA OR ESTABLISHMENT OF A YARD FOR STORAGE OF EQUIPMENT AND MATERIALS. CONTRACTOR IS RESPONSIBLE FOR COUNTY ENVIRONMENTAL & ARCHAEOLOGICAL CLEARANCES, TAXES AND FEES. BEST MANAGEMENT PRACTICES AND CLEANUP SHALL APPLY TO ANY SUCH AREAS OR YARDS UTILIZED FOR THE PROJECT.

14.

THE CONTRACTOR SHALL TAKE PRECAUTIONS TO PROTECT HORIZONTAL AND VERTICAL CONTROL SURVEY MONUMENTS (MARK) FROM DAMAGE PRIOR TO INITIATING CONSTRUCTION. IF DURING THE COURSE OF CONSTRUCTION OPERATIONS, THE CONTRACTOR DISTURBS OR DESTROYS A MARK, THE CONTRACTOR SHALL ESTABLISH A NEW MARK IN COMPLIANCE WITH THE STANDARDS AND PROCEDURES SET FORTH IN THE GEODETIC MARK PRESERVATION GUIDEBOOK, NATIONAL GEODETIC SURVEY, MARCH 1990. CONSTRUCTION STAKING DOCUMENTATION WILL BECOME THE PROPERTY OF THE COUNTY WHEN THE WORK IS COMPLETE. PROVIDE CONSTRUCTION-STAKING DOCUMENTATION TO THE PROJECT MANAGER. SUBMIT EARTHWORK QUANTITIES, SLOPE STAKING, SURFACE EXTRACTED CROSS SECTIONS AND EARTHWORK CALCULATIONS TO THE PROJECT MANAGER FOR REVIEW BEFORE COMPLETING THAT PHASE OF WORK. ENSURE A NEW MEXICO LICENSED PROFESSIONAL SURVEYOR OR PROFESSIONAL ENGINEER STAMPS AND CERTIFIES THE QUANTITIES AND ALL SUBMITTALS. THE COUNTY WILL NOT ACCEPT EARTHWORK QUANTITIES UNTIL THE PROJECT MANAGER REVIEWS AND APPROVES THESE QUANTITIES. THIS WORK SHALL BE CONSIDERED INCLUDED IN THE CONTRACT PRICE FOR "801000 - CONSTRUCTION STAKING" AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.

15.

ALL MATERIALS UTILIZED FOR CONSTRUCTION NEED TO BE SUBMITTED TO THE PROJECT MANAGER FOR APPROVAL PRIOR TO USE ON THE PROJECT.

16.

ALL ESTIMATED QUANTITIES SCHEDULED IN THE PLANS ARE FOR ESTIMATING PURPOSES ONLY. PAYMENT AND MEASUREMENT OF QUANTITIES SHALL BE DONE IN ACCORDANCE WITH SECTION 109-MEASUREMENT AND PAYMENT OF THE NMDOT STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION CURRENT EDITION.

17.

CONCRETE CYLINDERS WILL NOT BE ALLOWED TO DETERMINE EARLY STRENGTH OF CONCRETE FOR CONSTRUCTION RELATED PURPOSES. THE CONTRACTOR WILL NOT BE ALLOWED TO SUPERIMPOSE LOADS ON OR AGAINST LOAD CARRYING MEMBERS, FLOOR SLABS, RETAINING WALLS UNTIL CONCRETE HAS REACHED 75% OF ITS COMPRESSIVE STRENGTH IN ACCORDANCE WITH THE MATURITY METHOD, ASTM C1074. CONCRETE BOX CULVERTS AND WINGWALLS WILL NOT BE ALLOWED TO BE BACKFILLED UNTIL 100% OF THE COMPRESSIVE STRENGTH HAS BEEN ACHIEVED IN ACCORDANCE WITH ASTM C1074.

18.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL, DISPOSAL AND HAUL OF MATERIALS REQUIRED TO COMPLETE THE PROJECT. THIS WORK SHALL BE CONSIDERED INCLUDED IN THE CONTRACT PRICE FOR "601000 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS", AND THE CONTRACTOR WILL NOT RECEIVE ADDITIONAL COMPENSATION FOR UNLISTED REMOVALS.

19.

THE CONTRACTOR IS TO DISPOSE OF ALL MATERIALS AND SPOILS PER LOCAL CODES OF CITY, COUNTY, STATE, AND FEDERAL REGULATIONS. THE CONTRACTOR SHALL PROPERLY HANDLE AND DISPOSE OF MATERIAL (I.E. ASPHALT, CONCRETE, VEGETATION, UNSTABLE EARTH, METAL AND OTHER DEBRIS) REMOVED ON THE PROJECT BY HAULING IT TO AN APPROVED LANDFILL IN ACCORDANCE WITH THE REGULATIONS OF THE NEW MEXICO SOLID WASTE ACT. THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL LANDFILL DUMPING FEES & HAULING INVOLVED AND THIS WORK SHALL BE CONSIDERED INCIDENTAL AND NO SEPARATE PAYMENT WILL BE MADE THEREFOR.

20.

SALVAGEABLE MATERIALS FROM THIS PROJECT ARE TO BE HAULED AND STOCKPILED AT A LOCATION AS DESIGNATED BY THE PROJECT MANAGER. HAUL OF SUCH MATERIAL SHALL BE PERFORMED DURING NORMAL WORKING HOURS AS DIRECTED BY THE PROJECT MANAGER. PAYMENT FOR THIS WORK SHALL BE INCLUDED IN THE CONTRACT PRICE FOR "601000 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS." SALVAGEABLE MATERIALS ARE TO BE HAULED TO THE SANTA FE PUBLIC WORKS YARD LOCATED AT 424 NM HIGHWAY 599 FRONTAGE ROAD, SANTA FE, NM 87507.

21.

TRAFFIC CONTROL SHALL BE PERFORMED IN ACCORDANCE WITH SANTA FE COUNTY TRAFFIC CONTROL SPECIFICATION DATED JANUARY 26, 2018. A TRAFFIC CONTROL PLAN SHALL BE SUBMITTED AND IS INCLUDED IN THE PAY ITEM FOR TRAFFIC CONTROL. THE TRAFFIC CONTROL PLAN SHALL BE SUBMITTED ON 11"x17" PAPER AND SHALL BE STAMPED BY A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF NEW MEXICO.

22.

TRAFFIC CONTROL DEVICES, AS PER APPROVED PLAN, SHALL BE INSTALLED, MAINTAINED, AND REMOVED BY THE CONTRACTOR. SAID DEVICES SHALL CONFORM TO THE LATEST PUBLISHED EDITION OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND SHALL BE SUBMITTED FOR APPROVAL BY THE SANTA FE COUNTY TRAFFIC MANAGER. CONTACT JOHNNY BACA AT 505-992-3020. THIS WORK SHALL BE CONSIDERED INCLUDED IN THE CONTRACT PRICE FOR "618000 - CONSTRUCTION TRAFFIC CONTROL AND MANAGEMENT" AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.

23.

TRAFFIC SIGNS MOUNTED ON PORTABLE SUPPORTS SHOULD NOT BE USED FOR A DURATION OF MORE THAN THREE (3) DAYS. ALL TEMPORARY CONSTRUCTION SIGNAGE WILL BE PLACED ON A PERMANENT SIGN POST IF SIGN NEEDS TO REMAIN IN THE SAME PLACE FOR LONGER THAN THREE (3) DAYS.

24.

THE CONTRACTOR MAY ASSIGN MORE THAN ONE TRAFFIC CONTROL SUPERVISOR (TCS) TO PROVIDE TRAFFIC CONTROL MANAGEMENT FOR THE PROJECT. IF ASSIGNING MORE THAN ONE TCS TO PROVIDE TRAFFIC CONTROL MANAGEMENT, SUBMIT TO THE PROJECT MANAGER A WEEKLY SCHEDULE IDENTIFYING WHO SHALL BE IN CHARGE OF PROVIDING TRAFFIC CONTROL MANAGEMENT EACH DAY. PROVIDE THE TCS WITH A SET OF TRAFFIC CONTROL PLANS AND A CURRENT COPY OF THE MUTCD. THE TCS SHALL POSSESS THESE AT ALL TIMES. IF USING A SUBCONTRACTOR TO PROVIDE TRAFFIC CONTROL MANAGEMENT, ENSURE THAT THE TCS IS IN ACCORDANCE WITH THE CONTRACT. THE CONTRACTOR MAY ASSIGN ONE OR MORE TRAFFIC CONTROL TECHNICIAN (TCT) TO ASSIST THE TCS IN INSPECTION AND MAINTENANCE OF TRAFFIC CONTROL DEVICES.

25.

UPON COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL SEED ANY AREAS DISTURBED BY CONSTRUCTION ACTIVITY. SEE SEED MIX SPECIFICATIONS SHOWN ON SHEET 2-3. DUE TO THE SMALL QUANTITIES EXPECTED, REVEGETATION SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION.

26.

MAINTENANCE OF AS-BUILT PLANS. THE CONTRACTOR SHALL MAINTAIN AN UP TO DATE SET OF AS-BUILT PLANS FOR THE PROJECT. THESE PLANS SHALL BE KEPT CURRENT, WITHIN TWO WEEKS, AT ALL TIMES AND SHALL BE SUBJECT TO REVIEW BY THE PROJECT MANAGER THROUGHOUT THE PROJECT AND WILL BE REVIEWED BY THE PROJECT MANAGER FOR ACCURACY AND COMPLETENESS AT LEAST ONCE EVERY 30 DAYS. UPON 50% COMPLETION OF THE PROJECT. THE CONTRACTOR SHALL SUBMIT PROGRESS AS-BUILT PLANS TO THE PROJECT MANAGER FOR REVIEW. THE FINAL AS-BUILT PLANS BEARING THE SIGNED SEAL AND CERTIFICATION OF THE CONTRACTOR'S SURVEYOR SHALL BE SUBMITTED TO THE PROJECT MANAGER PRIOR TO ANY FINAL PAYMENT, THIS WORK IS CONSIDERED INCIDENTAL TO COMPLETION OF THE PROJECT AND NO MEASUREMENT OR PAYMENT SHALL BE MADE.

27.

THE CONTRACTOR SHALL BE REQUIRED TO FIELD VERIFY ALL DIMENSIONS, ELEVATIONS, LENGTHS, WIDTHS AND CONTROL POINTS PRIOR TO COMMENCING ANY WORK ON THE PROJECT. THIS WORK WILL BE CONSIDERED INCLUDED IN THE CONTRACT PRICE FOR "801000 - CONSTRUCTION STAKING" AND NO ADDITIONAL MEASUREMENT OR PAYMENT WILL BE MADE.

28.

THE CONTRACTOR'S SURVEYOR SHALL BE A LICENSED NEW MEXICO PROFESSIONAL LAND SURVEYOR.

29.

BORROW MATERIAL PLACED WITHIN TWO (2) VERTICALLY AND Laterally OF THE FINAL SUBGRADE ELEVATIONS SHALL MEET THE DESIGN R-VALUE TESTING AS SHOWN ON THE PLANS. PRIOR TO BORROW OPERATIONS THE CONTRACTOR SHALL PERFORM R-VALUE TESTING IN ACCORDANCE WITH AASHTO T-190 AT THE BEST FIT EXUDATION PRESSURE OF 300 PSI FOR EACH BORROW SOURCE. DURING BORROW PLACEMENT IF THE PROJECTS ENGINEER OBSERVES CHANGES IN SOIL PROPERTIES, INCLUDING GRADATION, PLASTICITY LIMITS OR ANY OTHER PROPERTIES, ADDITIONAL AASHTO T-190 TESTS MAY BE REQUIRED.

30.

FINISH EXCAVATION AND EMBANKMENT FOR THE ROADWAY, INTERSECTIONS, AND ENTRANCES TO REASONABLY SMOOTH AND UNIFORM SURFACES. DO NOT REMOVE MATERIALS FROM THE PROJECT LIMITS WITHOUT THE APPROVAL OF THE PROJECT MANAGER. ENSURE THE TOP TWO FEET OF THE FINISHED SUB-GRADE CONTAINS MATERIAL WITH THE DESIGN R-VALUE. PRESERVE THE MATERIAL BELOW AND BEYOND THE LINES AND GRADES WHILE CONDUCTING EXCAVATION OPERATIONS. BEFORE BEGINNING EXCAVATION, GRADING, AND EMBANKMENT OPERATIONS, PERFORM THE NECESSARY CLEARING AND GRUBBING IN ACCORDANCE WITH SSHBC SECTION 201, "CLEARING AND GRUBBING". NOTIFY THE PROJECT MANAGER BEFORE OPENING EXCAVATION OR BORROW AREAS. TAKE CROSS SECTION ELEVATIONS OF THE GROUND SURFACE BEFORE OPENING EXCAVATION OR BORROW AREAS.

31.

UPON COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL REMOVE ALL REMAINING STRUCTURES ON THE EXISTING ROAD BED AND TURNOUTS NOT AFFECTED BY NEW CONSTRUCTION. THE CONTRACTOR SHALL ALSO REMOVE ANY AND ALL MATERIAL INCLUDING SURFACING NOT AFFECTED BY NEW CONSTRUCTION. THE CONTRACTOR SHALL GRADE THE ROADSIDE DITCHES TO DRAIN AND ENSURE THAT EACH STRUCTURE WILL DRAIN AND FLOW PROPERLY. THE CONTRACTOR SHALL DISPOSE OF THESE STRUCTURES AND MATERIAL IN AN ENVIRONMENTALLY SAFE MANNER. THIS WORK WILL BE CONSIDERED INCLUDED IN THE CONTRACT PRICE FOR "601000 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS", AND NO ADDITIONAL MEASUREMENT OR PAYMENT WILL BE MADE.

32.

THE CONTRACTOR SHALL BE REQUIRED TO COORDINATE SCHEDULING OF WORK WITH THE RESPECTIVE UTILITY OWNERS. THIS WORK WILL BE CONSIDERED INCIDENTAL TO CONSTRUCTION AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.

33.

IF A PAVEMENT DROP-OFF IS CREATED DURING CONSTRUCTION, THE CONTRACTOR SHALL INITIATE PROTECTIVE PAVEMENT DROP-OFF FOR MAINTENANCE AND ACTION IN ACCORDANCE WITH NMDOT'S CURRENT PAVEMENT DROP-OFF POLICY AND WITH SANTA FE COUNTY SPECIFICATION TRAFFIC CONTROL DATED JANUARY 26, 2018. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT PRICE FOR "423270 - HMA SP IV COMPLETE" AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.

34.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN WATER FOR CONSTRUCTION. THIS SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.

35.

THE CONTRACTOR SHALL PROVIDE INGRESS & EGRESS TO LOCAL RESIDENCES FOR THE DURATION OF THE PROJECT. THE CONTRACTOR SHALL ADVISE OF AND SCHEDULE ACCESS MODIFICATIONS AT LEAST 2 WEEKS IN ADVANCE WITH PROPERTY OWNERS AND THE PROJECT MANAGER. THIS WORK WILL BE CONSIDERED INCIDENTAL TO CONSTRUCTION AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.

36.

CONTRACTOR SHALL COORDINATE ACTIVITIES TWO WEEKS PRIOR TO CONSTRUCTION WITH ALL UTILITIES WHEN WORKING NEAR OR AROUND ANY UTILITIES WITHIN CONTRACT BOUNDARY. THE CONTRACTOR IS ADVISED THAT UTILITY RELOCATIONS MAY HAVE TO BE PERFORMED CONCURRENT WITH CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE FOR UTILITY WORK IN CONJUNCTION WITH CONSTRUCTION OPERATIONS AND SHALL BE REQUIRED TO COORDINATE THE SCHEDULING OF WORK WITH THE RESPECTIVE UTILITY OWNERS HAVING GIVEN AT LEAST TWO WEEKS ADVANCE NOTICE. ANY CLAIMS FOR DELAY SHALL BE CONTROLLED BY THE TERMS AND CONDITIONS OF SUBSECTION 105.6 "COOPERATION WITH UTILITIES" AND 107.21 "CONTRACTOR RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES" OF THE SSHBC. UTILITY CONTACT INFORMATION IS PROVIDED ON SHEET 6-1. THIS SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.

37.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY AND POTHOLE ANY POTENTIAL UTILITY CONFLICTS. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED BY CONSTRUCTION ACTIVITIES TO PRIVATE OR PUBLIC PROPERTY, INCLUDING UTILITIES. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE. RELOCATION OF UTILITIES WITHIN SANTA FE COUNTY RIGHT OF WAY SHALL BE THE RESPONSIBILITY OF THE INDIVIDUAL UTILITY COMPANY AS PER SANTA FE COUNTY ORDINANCE 2003-1 AN ORDINANCE REGULATING PROCEDURES FOR WORKING IN, DISTURBING AND REPAIRING COUNTY PROPERTY AND RIGHTS OF WAY. THE COUNTY EXPRESSLY RESERVES THE RIGHT TO CHANGE THE GRADE, INSTALL, RELOCATE, OR WIDEN THE PUBLIC RIGHT OF WAYS WITHIN THE COUNTY AND SUBJECT TO ALL REGULATORY APPROVALS. THE FACILITY OWNER SHALL RELOCATE, AT ITS OWN EXPENSE, ITS FACILITIES AND APPURTENANCES IN ORDER TO ACCOMMODATE THE PAYING, INSTALLATION, RELOCATION, WIDENING, OR CHANGING OF THE GRADE OR LOCATION OF ANY SUCH PUBLIC RIGHT OF WAY, INCLUDING IF NECESSARY, RELOCATING FACILITIES TO A SUFFICIENT DISTANCE WITHIN THE RIGHT OF WAY AND TO PERMIT A REASONABLE WORK AREA FOR MACHINERY AND INDIVIDUALS ENGAGED IN SUCH OR TO PROTECT THE HEALTH, SAFETY, OR WELFARE OF THE PUBLIC.

38.

CONTRACTOR TO VERIFY TOPOGRAPHY. COORDINATE WITH LAND SURVEYING COMPANY, (505) 473-0003, TO VERIFY CONTROL POINTS AND TOPOGRAPHY. THIS WORK SHALL BE CONSIDERED INCLUDED IN THE PRICE FOR "801000 - CONSTRUCTION STAKING", AND NO ADDITIONAL MEASUREMENT OR PAYMENT WILL BE MADE.

39.

MATERIAL QUALITY TESTING SHALL BE COMPLETED BY THE CONTRACTOR, THROUGH A RECOGNIZED TESTING LABORATORY. THE LABORATORY SHALL BE UNDER THE AUSPICES OF A NEW MEXICO PROFESSIONAL ENGINEER WHO SHALL REVIEW AND SIGN OFF ON ALL TESTS. ALL MATERIAL QUALITY TEST REPORTS SHALL BE PROVIDED DIRECTLY TO THE PROJECT MANAGER WITHIN SEVEN (7) CALENDAR DAYS AFTER LABORATORY MATERIAL TESTING IS COMPLETE, UNLESS OTHERWISE DIRECTED DURING THE PRE-CONSTRUCTION MEETING. FIELD TEST REPORTS SHALL BE PROVIDED DIRECTLY TO THE PROJECT MANAGER AT THE TIME OF FIELD TESTING. ALL TESTING SHALL COMPLY WITH THE METHODS IN THE SSHBC AND WITH ANY RECOMMENDATIONS IN THE GEOTECHNICAL REPORT. THIS WORK SHALL BE INCLUDED IN THE CONTRACT PRICE FOR "901000 - CONSTRUCTION TESTING" AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.

40.

CONTRACTOR SHALL SUBMIT ASTM OR AASHTO CERTIFICATES OF MATERIAL COMPLIANCE TO THE OWNERS REPRESENTATIVE, AND THE SANTA FE COUNTY PROJECT ENGINEER, NO LESS THAN 5 DAYS PRIOR TO INITIATING ANY WORK INVOLVING SUCH MATERIALS.

41.

THE PROJECT MANAGER WILL EVALUATE HMA TEST RESULTS ACCORDING TO THE FREQUENCY INDICATED IN THE MODIFIED NMDOT MINIMUM TESTING REQUIREMENTS AND IN ACCORDANCE WITH SSHBC SECTION 423 FOR HOT-MIX-ASPHALT-SUPERPAVE (QLA AND NON-QLA). IN THE EVENT AN INDIVIDUAL TEST REPORT IDENTIFIES TWO OR MORE MATERIAL CHARACTERISTICS OUTSIDE THE ACCEPTANCE TESTING TOLERANCES LISTED IN TABLE 423.3.6.2.1:1 OR A PAVEMENT DENSITY TEST VALUE BELOW 92%, THE PROJECT MANAGER WILL DETERMINE WHETHER THE MATERIAL PLACED DURING THE DAY'S PRODUCTION IS ACCEPTABLE, WILL NEED TO BE REMOVED AND REPLACED, WILL BE SUBJECT TO A PRICE REDUCTION, OR IF CORRECTIVE ACTION IS REQUIRED TO BRING THE MATERIAL BACK INTO SPECIFICATION.

42.

SAWCUT LOCATIONS SHALL BE DETERMINED BY THE PROJECT MANAGER. SAWCUTTING SHALL BE CONSIDERED INCLUDED IN THE CONTRACT PRICE FOR "601000 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS" AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.

43.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE INTEGRITY OF ALL UNDERGROUND UTILITIES DURING THE COURSE OF WORK REGARDLESS OF ANY LOCATION SHOWN ON THE PLANS OR OTHER FIELD EVIDENCE, OR LACK THEREOF. NOTIFICATION TO NEW MEXICO ONE CALL AT 811 FOR UTILITY LOCATES A MINIMUM OF 48 HOURS IN ADVANCE OF ANY EXCAVATION IS REQUIRED. MAINTENANCE OF UTILITY LOCATES SHALL BE CONTINUED THROUGHOUT THE PROJECT LIFE. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.

44.

ALL CONTRACTOR WORK ACTIVITY SHALL BE CONFINED TO THE CONSTRUCTION LIMITS OF THE PROJECT. THERE SHALL BE NO ENCROACHMENT ONTO ADJACENT PROPERTIES, EITHER CONSTRUCTION OR MARSHALING YARD(S) UNLESS LEGAL EASEMENTS(S)/AGREEMENT(S) IS/ARE EXECUTED AND APPROVED BY THE PROJECT MANAGER.

45.

DEWATERING IS NOT ANTICIPATED, BUT MAY BE REQUIRED. ANY DEWATERING SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT.

46.

SANTA FE COUNTY INITIATED PRECONSTRUCTION CONFERENCE SHALL BE CONDUCTED IN THE PRESENCE OF THE PROJECT ENGINEER AND/OR THE THE OWNERS PROJECT REPRESENTATIVE(OPR) PRIOR TO THE INITIATION OF ANY CONSTRUCTION ACTIVITY. THE CONTRACTOR SHALL NOTIFY THE COUNTY NO LESS THAN 24 HOURS FROM THE BEGINNING OF ANY CONSTRUCTION WORK.

47.

ATTENDANCE AT THE PRE-CONSTRUCTION CONFERENCE (PRE-CON) AND BI-WEEKLY PROGRESS MEETINGS IS MANDATORY. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.

48.

PER SANTA FE COUNTY ORDINANCE 2003-1, THE CONTRACTOR MUST SUBMIT THE FOLLOWING DOCUMENTS TO THE TRAFFIC MANAGER (JOHNNY BACA) AT THE PRE-CON:

- COPY OF THEIR CONTRACTORS LICENSE
- COPY OF THEIR LIABILITY INSURANCE
- \$15,000.00 PERFORMANCE BOND
- COMPLETED PERMIT APPLICATION (AND ASSOCIATED FEES IF REQUIRED)
- TRAFFIC CONTROL PLAN STAMPED BY A PROFESSIONAL ENGINEER
- PRE PROJECT VIDEO DOCUMENTATION (MAY BE SUBMITTED AFTER PRE-CON)
- PROJECT SCHEDULE

49.

STORM WATER POLLUTION PREVENTION PLANS (SWPPP) SHALL BE SUBMITTED FOR APPROVAL BY SANTA FE COUNTY TWO WEEKS PRIOR TO THE PRE-CON. AFTER COMPLETION OF THE PROJECT, THE CONTRACTOR IS REQUIRED TO MAINTAIN SWPPP CONTROLS THROUGHOUT THE WARRANTY PERIOD. THIS WORK SHALL BE CONSIDERED INCLUDED IN THE CONTRACT PRICE FOR "603281 - STORM WATER POLLUTION PREVENTION PLANS AND MAINTENANCE" AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE. EPA NOTICE OF INTENT (NOI) IS REQUIRED 7 DAYS PRIOR TO PRE-CON, AND PROVIDED TO SANTA FE COUNTY. STORM WATER MANAGEMENT AND STORM WATER DIVERSION DURING CONSTRUCTION SHALL BE PERFORMED BY THE CONTRACTOR. ALL WORK ASSOCIATED WITH STORM WATER MANAGEMENT AND STORM WATER DIVERSION DURING CONSTRUCTION SHALL BE INCLUDED IN ITEM 603281 - SWPPP PREPARATION AND MAINTENANCE - AND NO SEPARATE PAYMENT WILL BE MADE THEREFOR.

50.

THE CONTRACTOR WILL BE RESPONSIBLE FOR SECURING SWPPP PERMITS AS REQUIRED BY APPLICABLE COUNTY, STATE, AND FEDERAL REGULATIONS.

51.

THE CONTRACTOR SHALL IDENTIFY THEIR BORROW SOURCE AND SECURE ALL PERMITS AND ENVIRONMENTAL CLEARANCES REQUIRED BUY ALL APPLICABLE SPECIFICATIONS PRIOR TO THE PRECONSTRUCTION CONFERENCE. THIS INFORMATION SHALL BE PROVIDED TO THE OWNER AND THE OWNERS PROJECT REPRESENTATIVE AT LEAST ONE WEEK PRIOR TO THE PRECONSTRUCTION CONFERENCE.

52.

A SANTA FE COUNTY EXCAVATION PERMIT IS REQUIRED FOR THIS PROJECT. HOWEVER SANTA FE COUNTY WILL WAIVE THE PERMIT FEE. CONTACT JOHNNY BACA AT SANTA FE COUNTY TRAFFIC DEPARTMENT FOR ADDITIONAL INFORMATION AND DETAILS 505-992-3020.

53.

SANTA FE ENGINEERING CONSULTANTS AND SANTA FE COUNTY WAIVE ANY AND ALL RESPONSIBILITY AND IS NOT LIABLE FOR PROBLEMS WHICH ARISE FROM THE CONTRACTOR'S FAILURE TO FOLLOW THESE PLANS, SPECIFICATIONS AND THE DESIGN INTENT THEY CONVEY OR FOR PROBLEMS WHICH ARISE FROM FAILURE TO OBTAIN AND/OR FOLLOW SFECD AND SFC GUIDANCE WITH RESPECT TO ANY ERRORS, OMISSIONS, INCONSISTENCIES, AMBIGUITIES OR CONFLICTS.

54.

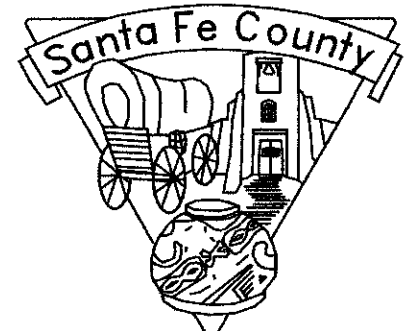
IF ANY SHEET FROM THIS PLAN SET IS NOT 24"x36", IT HAS BEEN REPRODUCED AT A SCALE OTHER THAN WHAT IS SHOWN ON THAT SHEET'S GRAPHIC SCALE(S). GRAPHIC SCALE SIZES SHALL BE VERIFIED USING AN ENGINEER'S SCALE PRIOR TO TAKING ANY MEASUREMENTS.

\* NOTE TO CONTRACTOR

LIST OF INCIDENTALS

NO.	DESCRIPTION	NOTE NO.
1	WARPING OF SLOPES	10
2	CLEAR ZONE SHIELDING	12
3	AS-BUILT PLANS	26
4	PAVEMENT DROP-OFF	33
5	CONSTRUCTION WATER	34
6	INGRESS, EGRESS, AND COORDINATION	35,36
7	UTILITY POTHOLING, LOCATE MAINTENANCE, COORDINATION	32,44, 46
8	PRE-CONSTRUCTION AND PROGRESS MEETINGS	46, 47,48
9	DEWATERING	45

Santa Fe County



SANTA FE COUNTY ROAD 72-A  
PROJECT NUMBER: 6217

GENERAL NOTES

DATE:  
AUGUST 2018

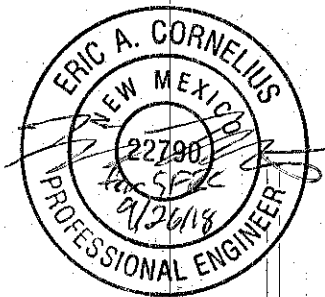
SCALE:  
N.T.S.

SHEET:  
1-4



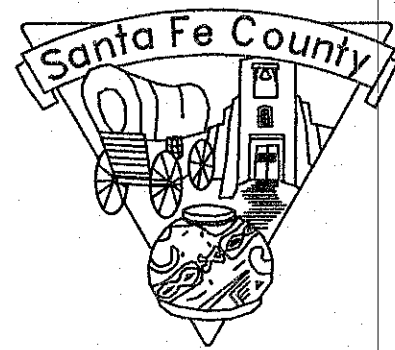
	A	B	C	D	E
1	SUMMARY OF QUANTITIES - BASE BID				
2	ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	FINAL QUANTITY
3					
4	203100	BORROW ENGINEERED FILL	C.Y.	120	
5	203200	SUBEXCAVATION	C.Y.	280	
6	207000	SUBGRADE PREPARATION	S.Y.	156	
7	303160	BASECOURSE 6"	S.Y.	65	
8	423270	HMA SP IV COMPLETE 3"	S.Y.	28	
9	511030	STRUCTURAL CONCRETE, CL AA	C.Y.	27	
10	540060	REINFORCING BARS GRADE 60	LBS	5,400	
11	*570997	PREFABRICATED BRIDGE - CONTECH	L.S.	1	
12	*570998	FAUX TRUSS FOR BRIDGE - CONTECH	L.S.	1	
13	*570999	PRECAST DECK PANELS - CONTECH	L.S.	1	
14	601000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	L.S.	1	
15	603261	MULCH SOCKS	L.F.	125	
16	605000	UNDERDRAIN	L.F.	120	
17	606053	END TREATMENT W-BEAM END ANCHOR	EA.	4	
18	606201	WEATHERING W-BEAM GUARDRAIL	L.F.	8	
19	704204	RETROREFLECTORIZED PLASTIC PAVEMENT STRIPE 4"	L.F.	72	
20	603050	STORM WATER POLLUTION PREVENTION PLANS	L.S.	1	
21	617003	VIDEO TAPING	L.S.	1	
22	618000	CONSTRUCTION TRAFFIC CONTROL & MANAGEMENT	L.S.	1	
23	621000	MOBILIZATION	L.S.	1	
24	801000	CONSTRUCTION STAKING	L.S.	1	
25	901000	CONSTRUCTION TESTING	L.S.	1	

\* ITEMS 570997,570998, 570999 ARE TO BE ACQUIRED BY CONTECH ENGINEERED SOLUTIONS BY THE CONTRACTOR. WORK INCLUDED IN PAYMENT SHALL BE ORDERING, ACCEPTING DELIVERY, SCHEDULING, ASSEMBLY, AND INSTALLATION PER MANUFACTURER'S SPECIFICATIONS.



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NO.	DESCRIPTION	DATE	BY

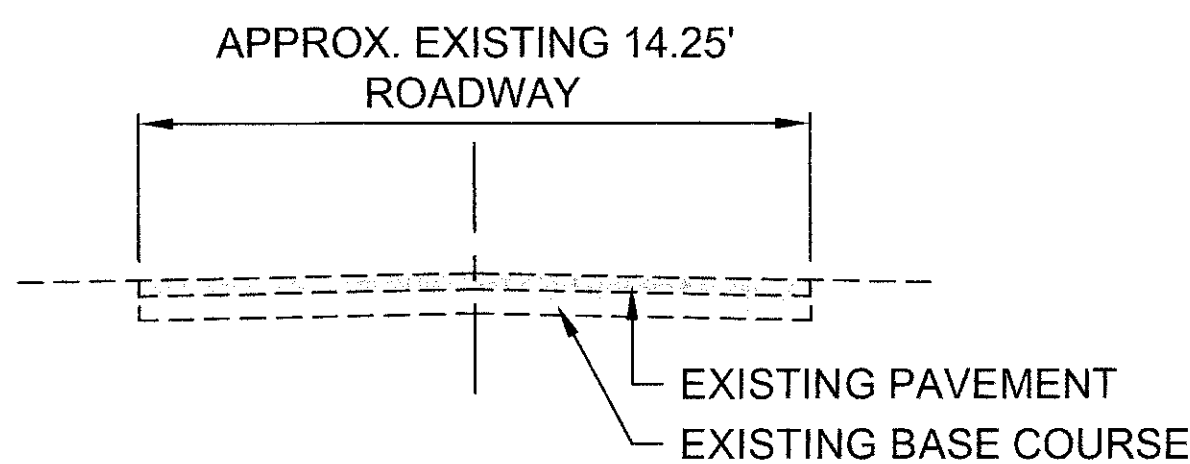
REVISIONS (OR CHANGE NOTICES)



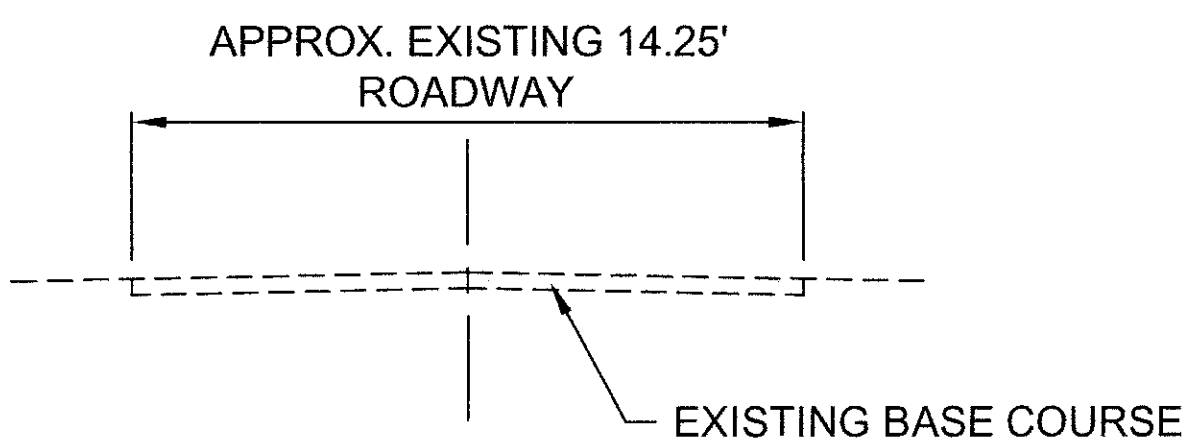
SANTA FE COUNTY ROAD 72-A  
PROJECT NUMBER: 6217

SUMMARY OF QUANTITIES

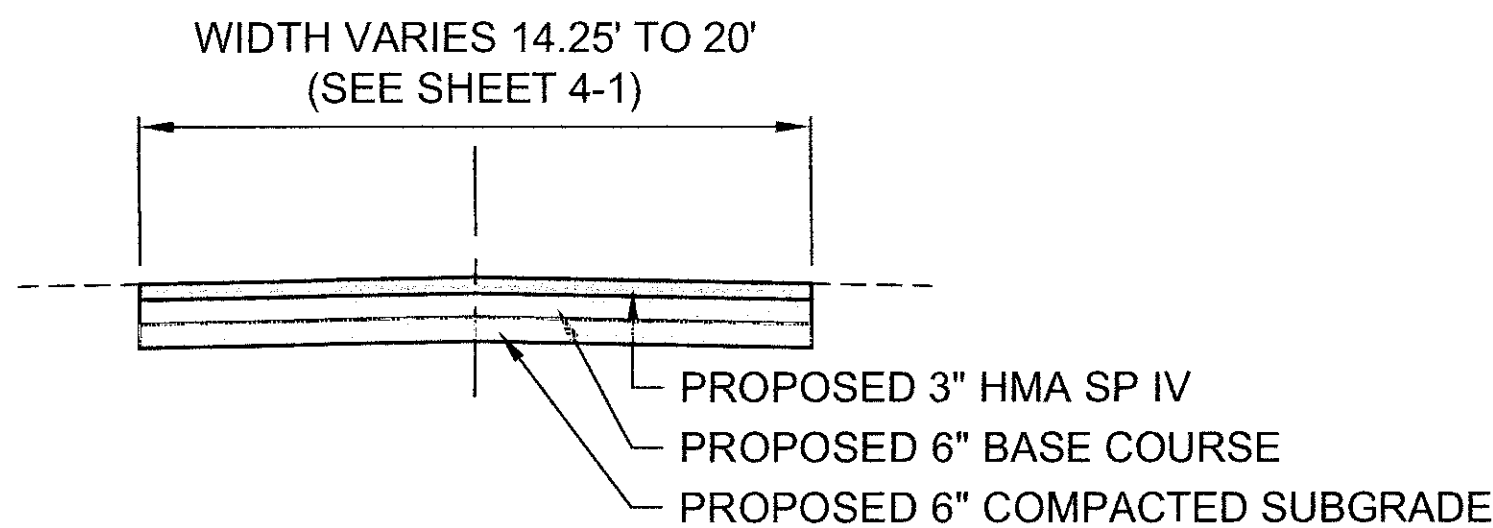
REINFORCING SCHEDULE - FOR EACH ABUTMENT																				
	HORIZONTAL					VERTICAL					STIRRUPS					TRANSVERSE				
	BAR SIZE	SPACING	LENGTH	QUANTITY	TOTAL	BAR SIZE	SPACING	LENGTH	QUANTITY	TOTAL	BAR SIZE	SPACING	LENGTH	QUANTITY	TOTAL	BAR SIZE	SPACING	LENGTH	QUANTITY	TOTAL
STEM WALL	#4	12"	25.25'	6	151.56'	#4	10"	7.03'	31	217.93'	-	-	-	-	-	-	-	-	-	-
GRADE BEAM	#6	-	25.25'	6	151.56'	-	-	-	-	-	#4	16"	5.82'	20	116.4'	-	-	-	-	-
STRIP FOOTING	#5	-	25.25'	10	252.5'	-	-	-	-	-	-	-	-	-	-	#5	10"	5.75'	31	356.5'



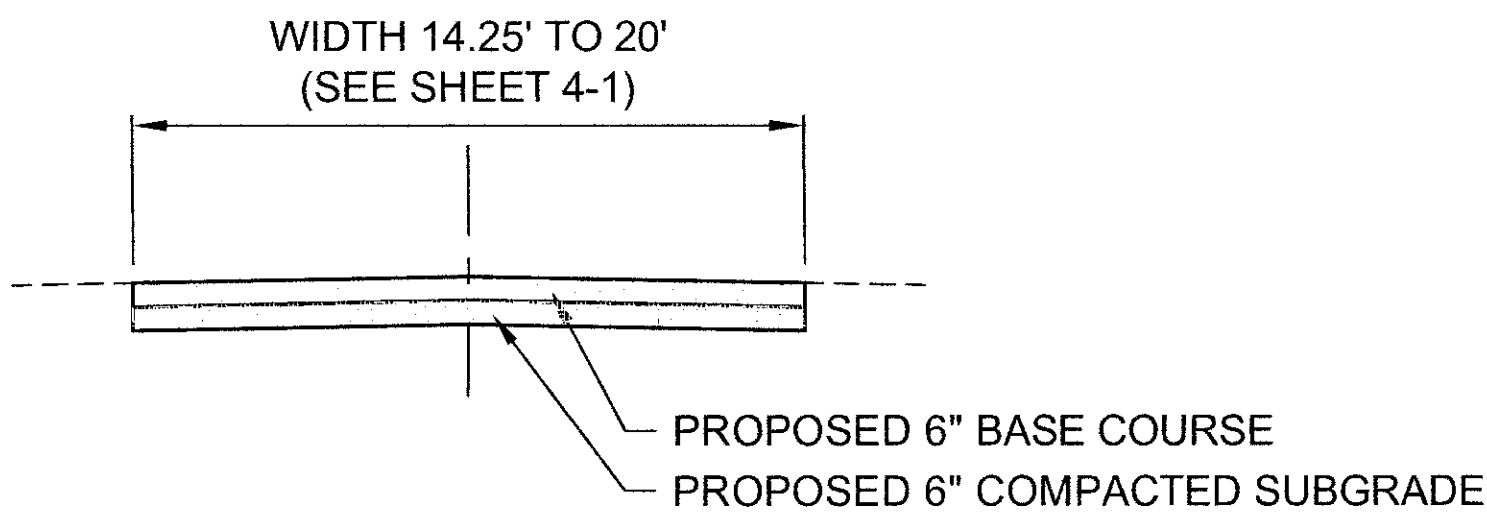
CR 72-A EXISTING CONDITIONS  
STA: 0+00 TO 0+87.64



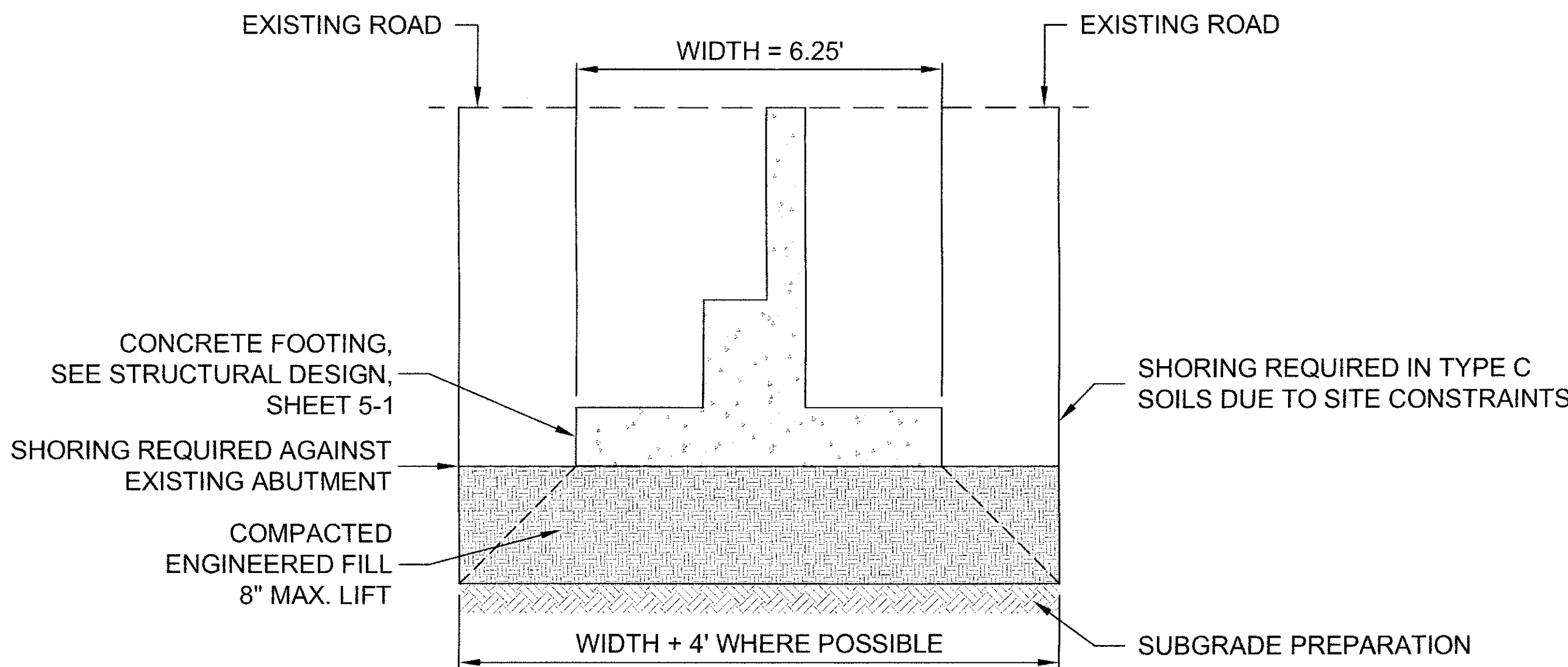
CR 72-A EXISTING CONDITIONS  
STA: 1+11.72 TO 2+00



CR 72-A PROPOSED PAVED SECTION  
STA: 0+00 TO 0+87.64



CR 72-A PROPOSED BASECOURSE SECTION  
STA: 1+11.72 TO 2+00



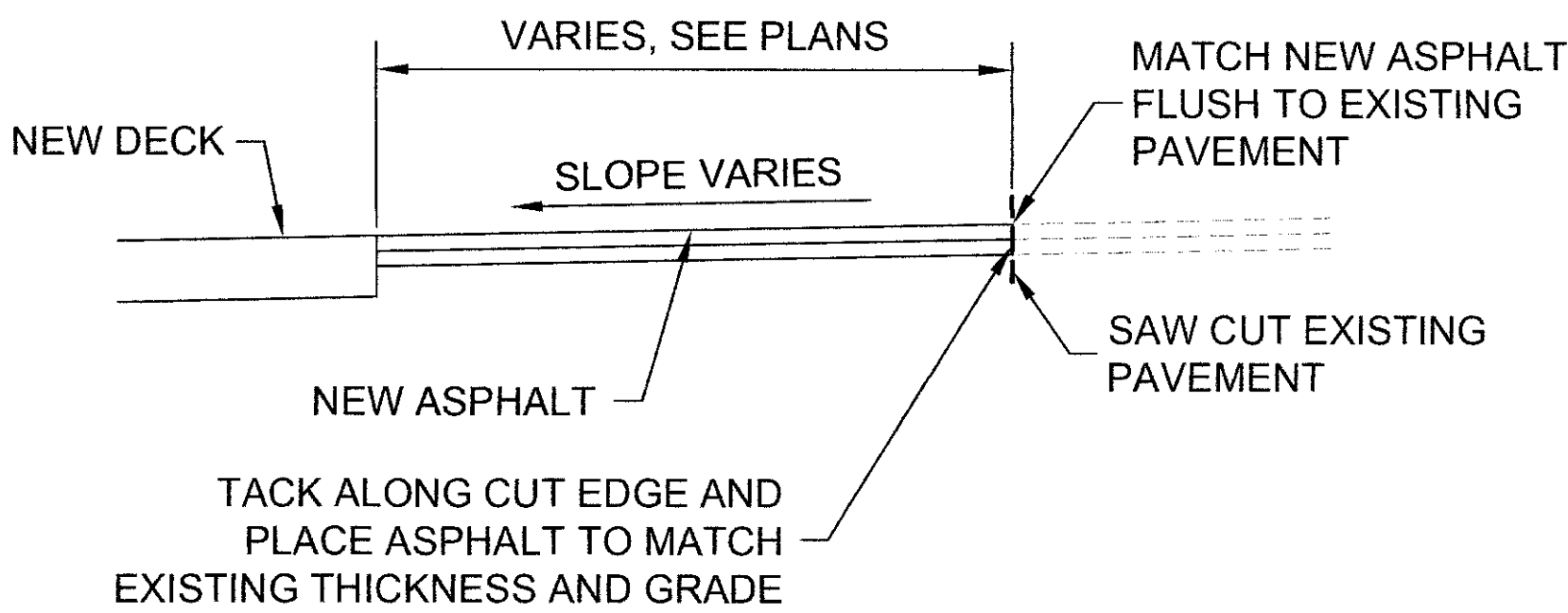
EXCAVATION NOTE:

SEE GEOTECHNICAL REPORT TITLED "GEOTECHNICAL ENGINEERING SERVICES, JOB NO. 1-70512, COUNTY ROAD 72A, BRIDGE REPLACEMENT, SANTA FE COUNTY, NEW MEXICO" PREPARED BY GEO-TEST DATED JULY 18, 2017 FOR ENGINEERED FILL REQUIREMENTS

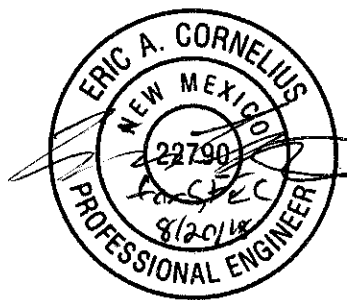
SITE GRADING NOTES:

1. THE FOLLOWING GENERAL GUIDELINES SHOULD BE INCLUDED IN THE PROJECT CONSTRUCTION SPECIFICATIONS TO PROVIDE A BASIS FOR QUALITY CONTROL DURING SITE GRADING. IT IS RECOMMENDED THAT ALL STRUCTURAL FILL BE PLACED AND COMPACTED UNDER ENGINEERING OBSERVATION AND IN ACCORDANCE WITH THE FOLLOWING.
2. AFTER DEMOLITION OF THE EXISTING BRIDGE ABUTMENTS (IF APPLICABLE) THE EXISTING SOILS THROUGHOUT THE ABUTMENTS SHOULD BE OVEREXCAVATED TO SUCH AN EXTENT AS TO PROVIDE FOR AT LEAST 4.0 FEET OF PROPERLY COMPACTED NON-EXPANSIVE STRUCTURAL FILL BENEATH THE ABUTMENTS. ANY MAN-MADE FILLS FROM PRIOR CONSTRUCTION SHOULD ALSO BE REMOVED IN THEIR ENTIRETY. THE EXPOSED CUT SURFACE SHOULD BE DENSIFIED PRIOR TO PLACEMENT OF STRUCTURAL FILL.
3. AFTER EXCAVATION OF THE NATIVE SOILS TO THE BEARING ELEVATION OF THE BOX CULVERT, THE EXISTING CUT SURFACE SHOULD BE DENSIFIED PRIOR TO PLACEMENT OF THE CULVERT OR STRUCTURAL FILL. THE OVEREXCAVATION LIMITS SHOULD EXTEND Laterally BEYOND THE FOOTING PERIMETERS AND EDGE OF THE BOX CULVERT EQUAL TO THE DEPTH OF STRUCTURAL FILL BENEATH THEIR BASIS.
4. DENSIFICATION OF THE EXPOSED NATIVE SOILS SHOULD CONSIST OF SCARIFYING TO A DEPTH OF 8 INCHES, MOISTURE CONDITIONING TO THE OPTIMUM MOISTURE CONTENT OR ABOVE TO AS DEEP AS PRACTICABLE, AND COMPACTING THE AREA TO A MINIMUM OF 95 PERCENT OF MAXIMUM DRY DENSITY AS DETERMINED IN ACCORDANCE WITH ASTM D-1557.
5. THE RESULTS OF THE INVESTIGATION INDICATE THAT MOST OF THE OVEREXCAVATED SOILS WILL MEET THE CRITERIA FOR STRUCTURAL FILL AND BACKFILL PROVIDED ALL ROCKS LARGER THAN 4 INCHES ARE REMOVED AND THAT THE MATERIAL IS PROPERLY BLENDED TO MEET THE SPECIFICATIONS PRESENTED BELOW. ANY IMPORTED MATERIAL MUST ALSO MEET THE CRITERIA FOR STRUCTURAL FILL. ALL STRUCTURAL FILL OR BACKFILL MATERIAL SHOULD BE FREE OF VEGETATION AND DEBRIS AND CONTAIN NO ROCKS LARGER THAN 4 INCHES. GRADATION OF THE BACKFILL MATERIAL, AS DETERMINED IN ACCORDANCE WITH ASTM D-422.
6. THE PLASTICITY INDEX OF THE STRUCTURAL FILL SHOULD BE NO GREATER THAN 5 WHEN TESTED IN ACCORDANCE WITH ASTM D-4318.
7. FILL OR BACKFILL, CONSISTING OF SOIL APPROVED BY THE GEOTECHNICAL ENGINEER, SHALL BE PLACED IN 8 INCH LOOSE LEFTS SHOULD BE REDUCED TO 4 INCHES IF HAND HELD COMPACTION EQUIPMENT IS USED. ALL COMPACTION OF FILL OR BACK FILL SHALL BE ACCOMPLISHED TO A MINIMUM OF 95 PERCENT OF THE MAXIMUM DRY DENSITY AS DETERMINED IN ACCORDANCE WITH ASTM D-1557. THE MOISTURE CONTENT OF THE STRUCTURAL FILL DURING COMPACTION SHOULD BE WITHIN 2 PERCENT OF THE OPTIMUM MOISTURE CONTENT.
8. TESTS FOR DEGREE OF COMPACTION SHOULD BE DETERMINED BY THE ASTM D-1556 METHOD OR ASTM D-6938. OBSERVATION AND FIELD TESTS SHOULD BE CARRIED ON DURING FILL AND PLACEMENT BY THE GEOTECHNICAL ENGINEER TO ASSIST THE CONTRACTOR IN OBTAINING THE REQUIRED DEGREE OF COMPACTION. IF LESS THAN 95 PERCENT IS INDICATED, ADDITIONAL COMPACTION EFFORT SHOULD BE MADE WITH ADJUSTMENT OF THE MOISTURE CONTENT AS NECESSARY UNTIL 95 PERCENT COMPACTION IS OBTAINED.

EXCAVATION DETAIL

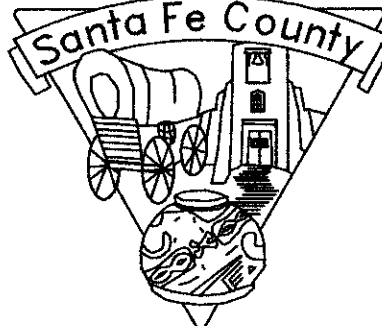


TYPICAL SAW CUT AND PAVEMENT PATCHING DETAIL



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NO.	DESCRIPTION	DATE	BY

REVISIONS (OR CHANGE NOTICES)

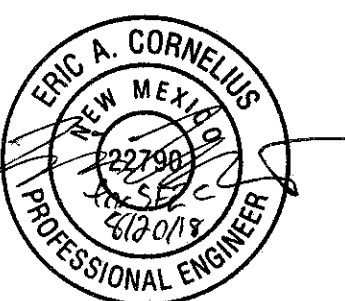
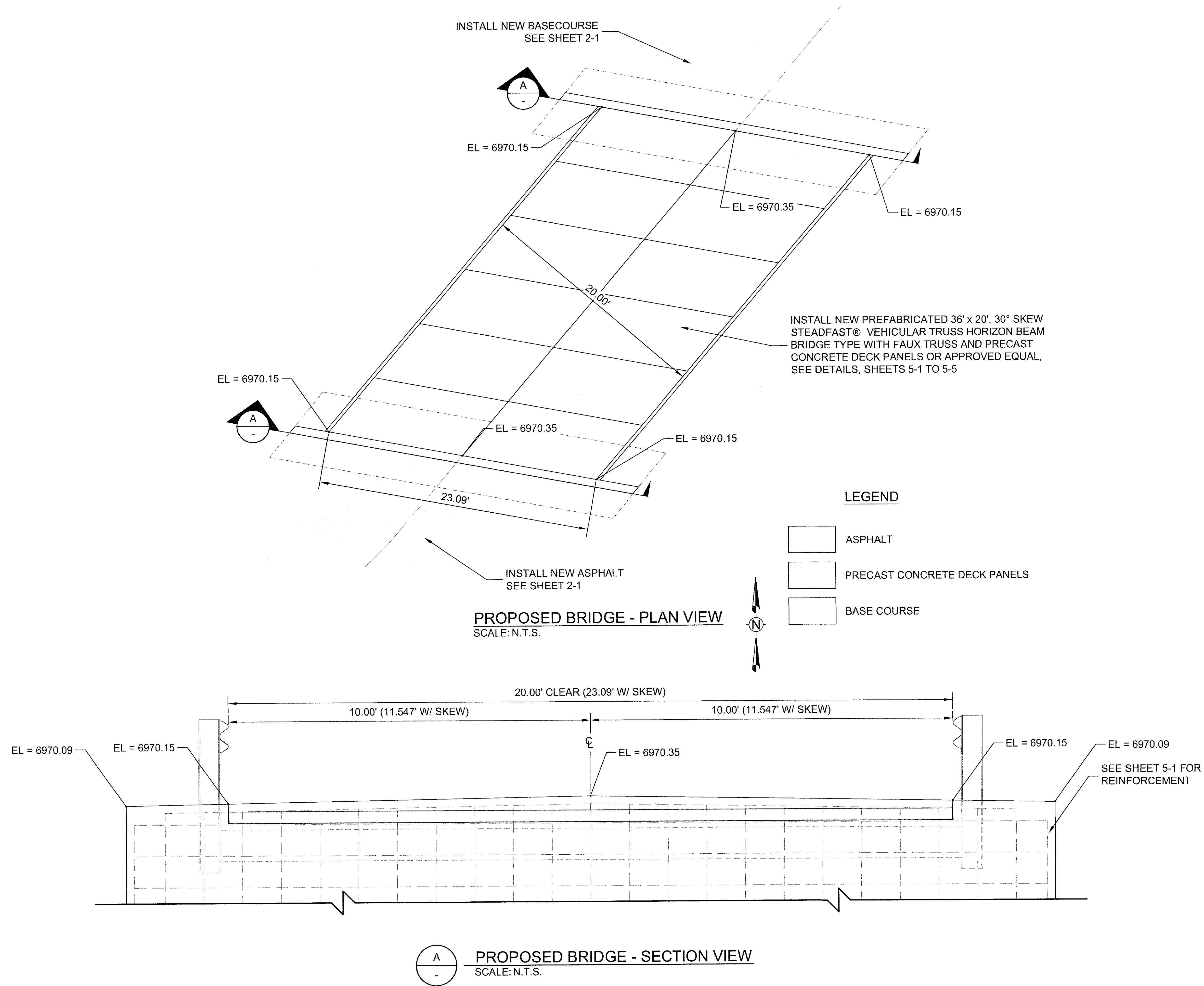



SANTA FE COUNTY ROAD 72-A  
PROJECT NUMBER: 6217

TYPICAL SECTIONS AND DETAILS

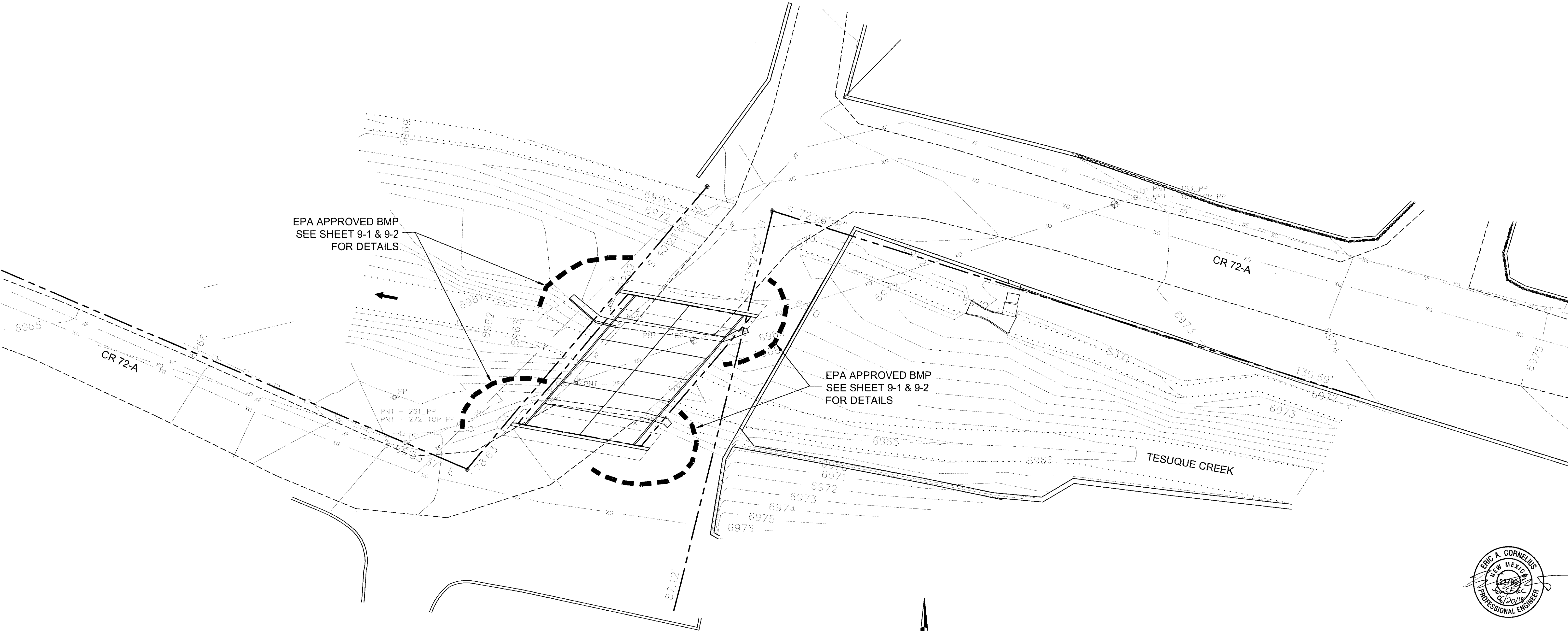
DATE: AUGUST 2018	SCALE: N.T.S.	SHEET: 2-1
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SANTA FE COUNTY	SHEET NO.
PROJECT NUMBER: 6217	2-2



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NO.	DESCRIPTION	DATE	BY
REVISIONS (OR CHANGE NOTICES)			
			
SANTA FE COUNTY ROAD 72-A PROJECT NUMBER: 6217			
ABUTMENT CROWN DETAILS			
DATE: AUGUST 2018	SCALE: N.T.S.	SHEET: 2-2	





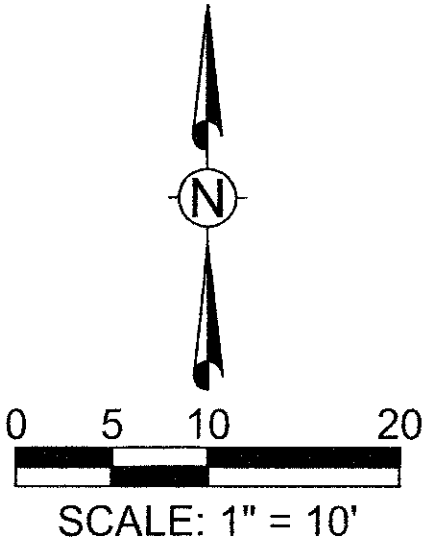
CLASS A SEEDING SPECIFICATION (INCIDENTAL SEE SHEET 1-4 NOTE NO. 25)

SEED	PERCENTAGE OF SEED MIX
BLUE GRAMA	30%
SIDEOATS GRAMA	20%
LITTLE BLUESTEM	15%
INDIAN RICEGRASS	10%
GALLETA	10%
ALKALI SACATION	5%
SHEEP FESCUE	10%

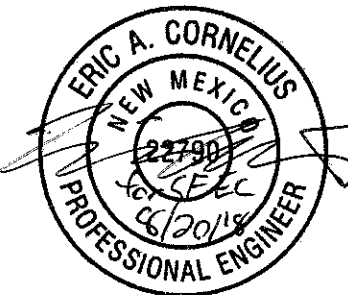
DRILL SEED AT A RATE OF 30 LBS. PER ACRE. SOW ANYTIME EXCEPT 2 MONTHS BEFORE FIRST FALL FROST.

LEGEND	
INSTALL BMP	
DISCHARGE POINT	
SLOPE LIMITS	

T.E.S.C.M. PLAN  
SCALE: 1" = 10'



- NOTE:
- THIS PLAN SHOWS TEMPORARY BMPs IN THEIR LOCATIONS AFTER ALL FINAL GRADING IS COMPLETE AND BEFORE RESEEDING. ANY PLACEMENT OF TEMPORARY EROSION CONTROL BMPs DURING CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO FACILITATE CONSTRUCTION OPERATIONS AND PHASING AND TO ELIMINATE SEDIMENT FROM LEAVING THE CONSTRUCTION SITE IN ACCORDANCE WITH THE "CONSTRUCTION GENERAL PERMIT". BMP QUANTITIES ARE BASED ON THESE TESCM PLAN SHEETS.
  - PRIOR TO REMOVING ANY BMPs, SANTA FE COUNTY SHALL BE NOTIFIED FOR APPROVAL.



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NO.	DESCRIPTION	DATE	BY
REVISIONS (OR CHANGE NOTICES)			
SANTA FE COUNTY ROAD 72-A PROJECT NUMBER: 6217			
TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES PLAN			
DATE: AUGUST 2018	SCALE: 1" = 10'	SHEET: 2-3	



SURVEYORS NOTES

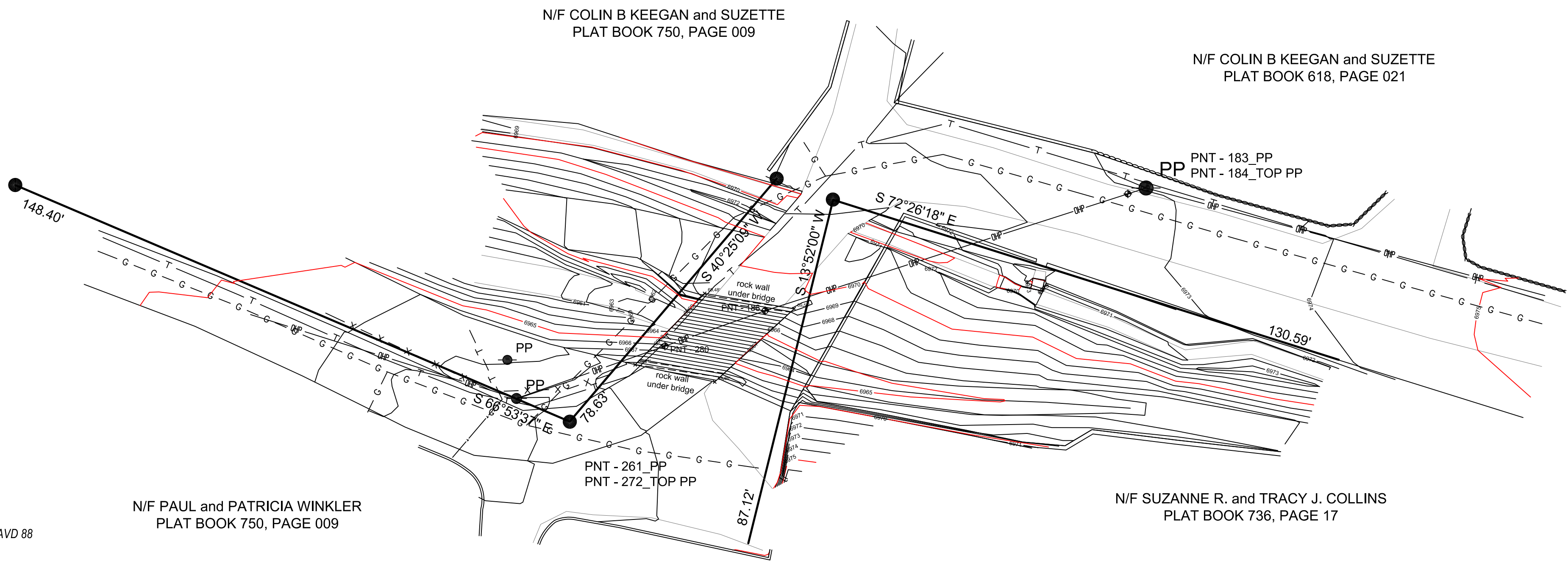
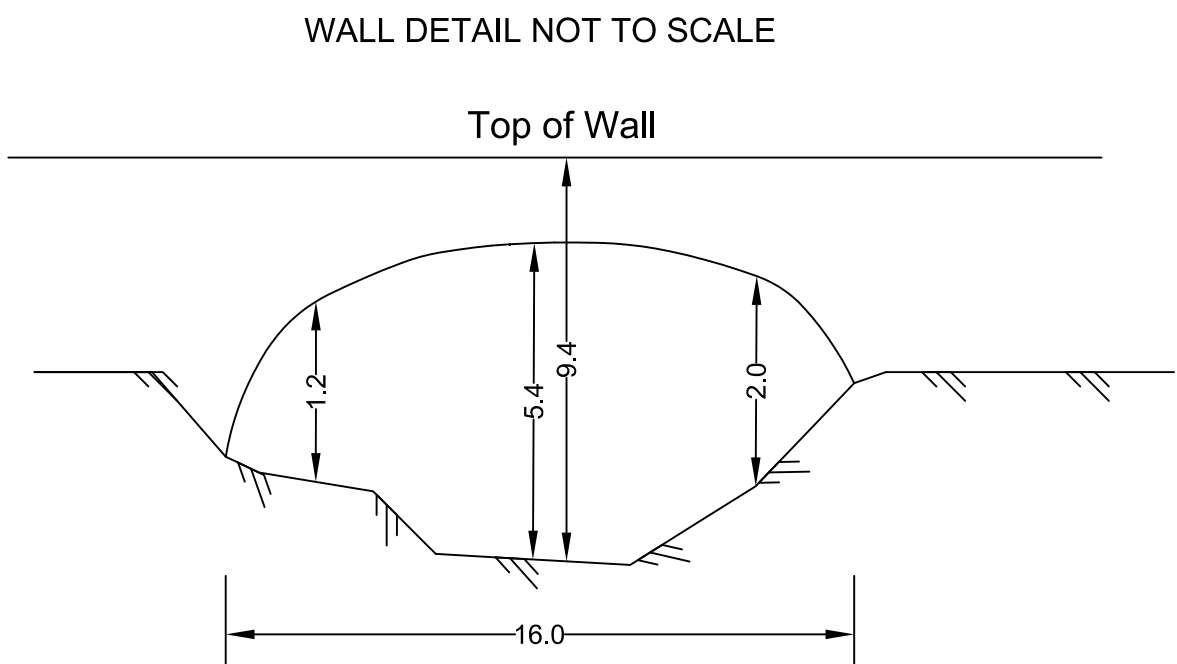
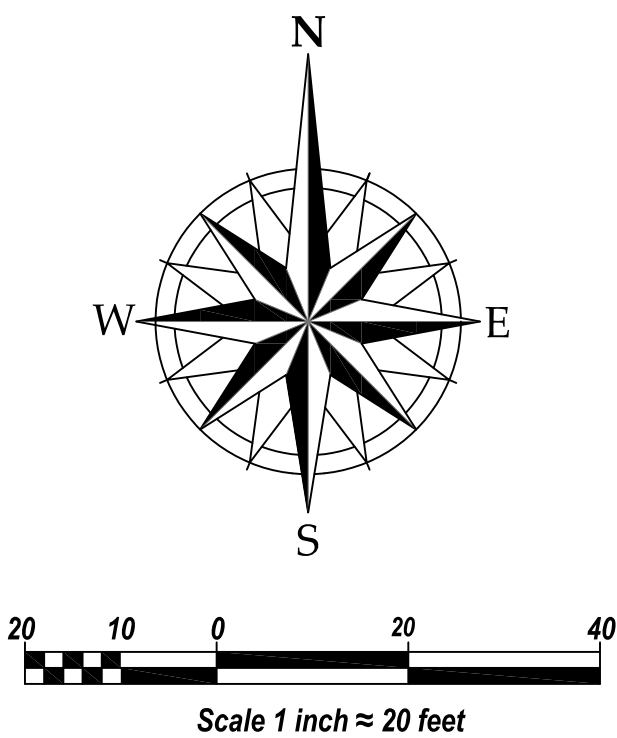
Every document of record reviewed and considered as part of this survey is noted hereon. Only those documents noted hereon were supplied to the surveyor or as researched by Land Surveying Company, LLC.

Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence or other facts that an accurate and current abstract may disclose.

Adjoining structures as depicted are for location and visual purposes only with relation to the boundaries as surveyed.

TOPOGRAPHY SURVEY  
PREPARED FOR  
SANTA FE COUNTY ROAD 72-A  
( AKA Big Tesuque Canyon Road )

Point	Northing	Easting	Elevation	Description
280	1726049.699	1739484.383	6987.30	OHUL
183	1726088.285	1739602.905	6973.45	PP
184	1726089.016	1739602.967	7007.67	TOP_PP
186	1726058.064	1739509.108	6987.04	OHUL
261	1726036.452	1739447.893	6967.98	PP
272	1726037.648	1739447.567	7002.69	TOP_PP



LEGEND

Elevations based are derived from NGS Monument L-439 Vertical Order = First Class II Geoid 12 B NAVD 88  
Elevation = 6810.07'

- Monument found and used as noted.
- Monument set, number 4 rebar with NMPS 10988 cap.
- ⦿ NGS monument found as noted and described.
- PP Powerpole with overhead utility line.
- Underground Gas Line.
- Underground Communication Line.
- et Electric Transformer
- co Cleanouts
- gm Gas meter
- wm Water Meter
- LP Light Pole
- FH Fire Hydrant
- ut Utility Box
- Ⓢ Sanitary Sewer Manhole North Rim Elevation

FEMA NOTE

The lands depicted hereon are rated as the 1% annual chance flood ( 100 year flood ) also known as the base flood, is the floods that has a 1% chance of being equaled or exceeded in any given year. The special flood hazard area is the area subject to flooding by the 1% annual chance flood. Areas of special flood hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The base flood elevation is the water-surface elevations of the 1% annual chance flood. Refer to FIRM Panel 35049C-406E, effective day December 4, 2012.

The area depicted is rated Flood Zone "AE" with a base flood elevation = 6984.84'

SURVEYORS CERTIFICATE

I, Salvador I. Vigil, a New Mexico registered professional surveyor, hereby certify that this topography survey plat and the notes hereon were prepared from an actual field survey performed by me or under my direct supervision on May 8, 2017, and that I am responsible for this survey as depicted on the plat hereon. boundaries as shown were established using found monuments, and documents of record. this survey is not a land division as stipulated in the New Mexico Subdivision act, and meets and or exceeds the minimum standards set forth by the New Mexico Professional Board of Licensure for Surveyors and Engineers.

Salvador I. Vigil July 31, 2017  
SALVADOR I. VIGIL N.M.P.S. No. 10988 DATE



LAND SURVEYING COMPANY, L.L.C.

SALVADOR I. VIGIL, NMPS 10988  
P.O. BOX 4384  
SANTA FE, NEW MEXICO 505-473-0003  
CELL 505-603-1511

PREPARED BY	S.I. Vigil, NMPS	SANTA FE COUNTY CLERK'S INDEX INFORMATION
DATE	MAY 13, 2017	SANTA FE COUNTY ROAD 72-A
PROJECT No.	L-2898 / TOPO	BRIDGE PROJECT
CHECKED	S.L. Vigil, PM	COUNTY OF SANTA FE
SHEET No.	One	STATE OF NEW MEXICO



SURVEYORS NOTES

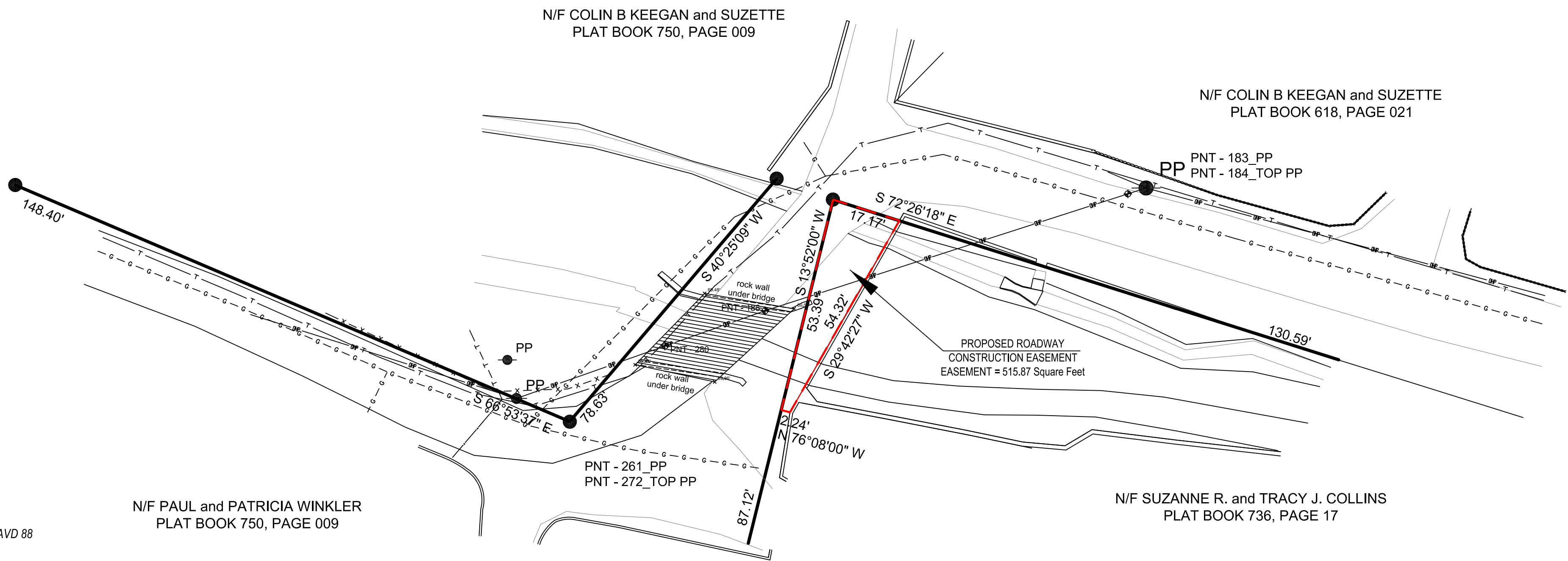
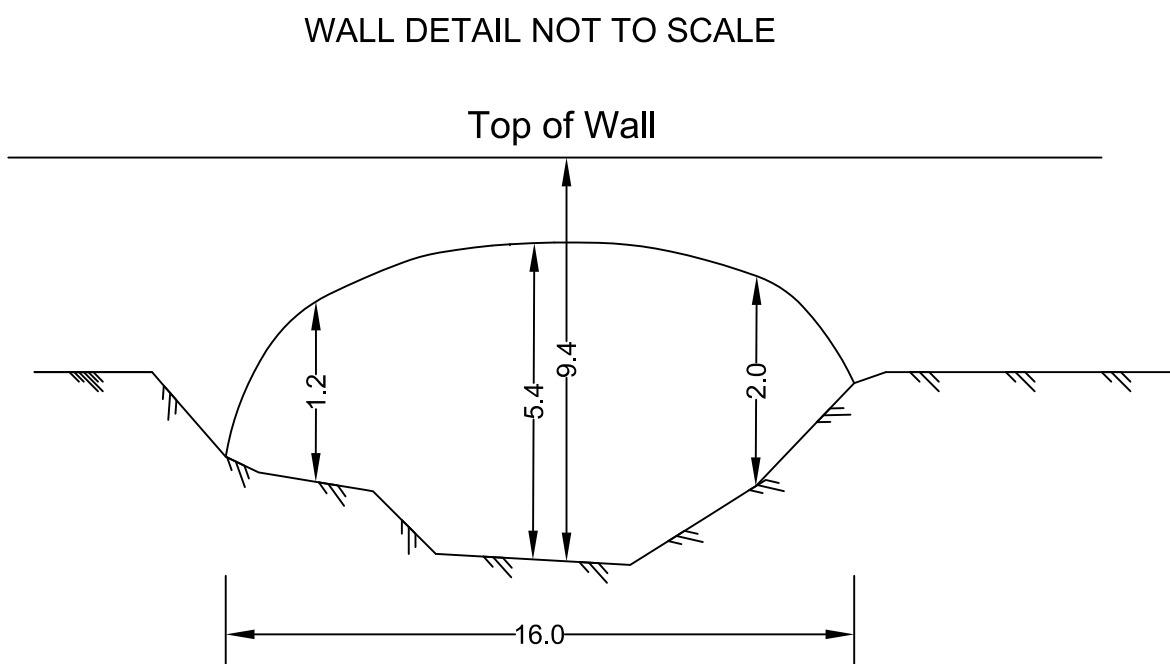
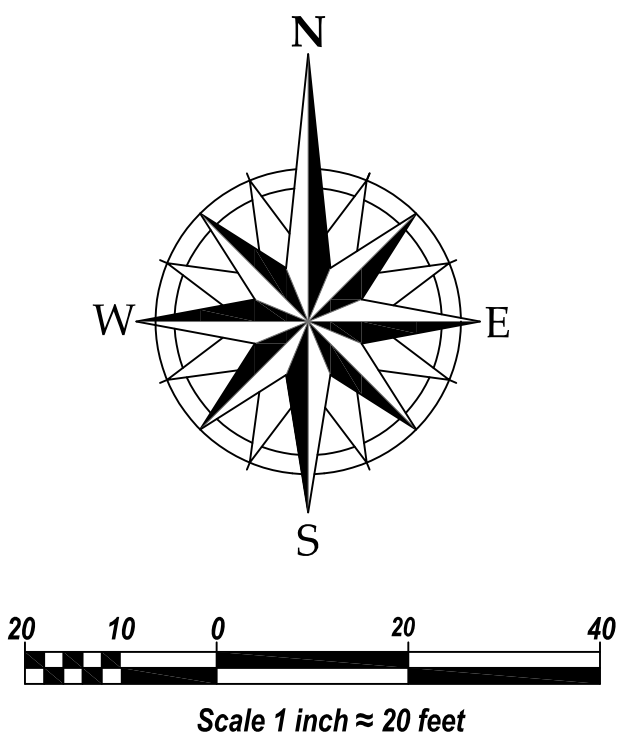
Every document of record reviewed and considered as part of this survey is noted hereon. Only those documents noted hereon were supplied to the surveyor or as researched by Land Surveying Company, LLC.

Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence or other facts that an accurate and current abstract may disclose.

Adjoining structures as depicted are for location and visual purposes only with relation to the boundaries as surveyed.

PROPOSED ROADWAY CONSTRUCTION EASEMENT  
PREPARED FOR  
SANTA FE COUNTY ROAD 72-A  
( AKA Big Tesuque Canyon Road )

Point	Northing	Easting	Elevation	Description
280	1726049.699	1739484.383	6987.30	OHUL
183	1726088.285	1739602.905	6973.45	PP
184	1726089.016	1739602.967	7007.67	TOP_PP
186	1726058.064	1739509.108	6987.04	OHUL
261	1726036.452	1739447.893	6967.98	PP
272	1726037.648	1739447.567	7002.69	TOP_PP



LEGEND

Elevations based are derived from NGS Monument L-439 Vertical Order = First Class II Geoid 12 B NAVD 88  
Elevation = 6810.07'

- Monument found and used as noted.
- Monument set, number 4 rebar with NMPS 10988 cap.
- ⦿ NGS monument found as noted and described.
- PP Powerpole with overhead utility line.
- Underground Gas Line.
- τ — Underground Communication Line.
- et Electric Transformer
- co Cleanouts
- gm Gas meter
- wm Water Meter
- LP Light Pole
- FH Fire Hydrant
- ut Utility Box
- Ⓢ Sanitary Sewer Manhole North Rim Elevation

FEMA NOTE

The lands depicted hereon are rated as the 1% annual chance flood ( 100 year flood ) also known as the base flood, is the floods that has a 1% chance of being equaled or exceeded in any given year. The special flood hazard area is the area subject to flooding by the 1% annual chance flood. Areas of special flood hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The base flood elevation is the water-surface elevations of the 1% annual chance flood. Refer to FIRM Panel 35049C-406E, effective day December 4, 2012.

The area depicted is rated Flood Zone "AE" with a base flood elevation = 6984.84'

SURVEYORS CERTIFICATE

I, Salvador I. Vigil, a New Mexico registered professional surveyor, hereby certify that this proposed roadway construction easement survey plat and the notes hereon were prepared from an actual field survey performed by me or under my direct supervision on February 15, 2018, and that I am responsible for this survey as depicted on the plat hereon, boundaries as shown were established using found monuments, and documents of record. this survey is not a land division as stipulated in the New Mexico Subdivision act, and meets and or exceeds the minimum standards set forth by the New Mexico Professional Board of Licensure for Surveyors and Engineers.

Salvador I. Vigil

SALVADOR I. VIGIL

N.M.P.S. No. 10988

2-15-2018

DATE



SHEET 3-2

EASEMENT DESCRIPTION

PROPOSED ROADWAY CONSTRUCTION EASEMENT:

A strip of land lying and being situate withing Big Tesuque Canyon being more particularly described as follows:

Beginning at the Northwest corner of the Suzanne R. and Tracy J. Collins property thence along the north boundary S.72°21'05"E. a distance of 17.17 feet to the northeast corner of the described easemen;

Thence along the east boundary S.29°42'27"W. a distance of 54.32 feet to the southeast corner of the described easement;

Thence along the south boundary N.76°08'00"W. a distance of 2.24 feet to the southwest corner of the described easement;

Thence along the west boundary N.13°47'52"E. a distance of 53.39 feet to the true point and place of beginning.

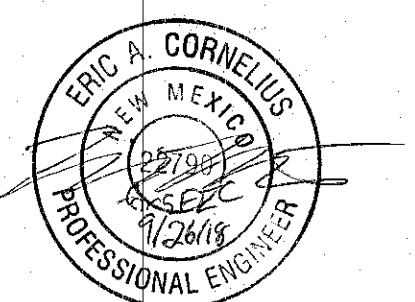
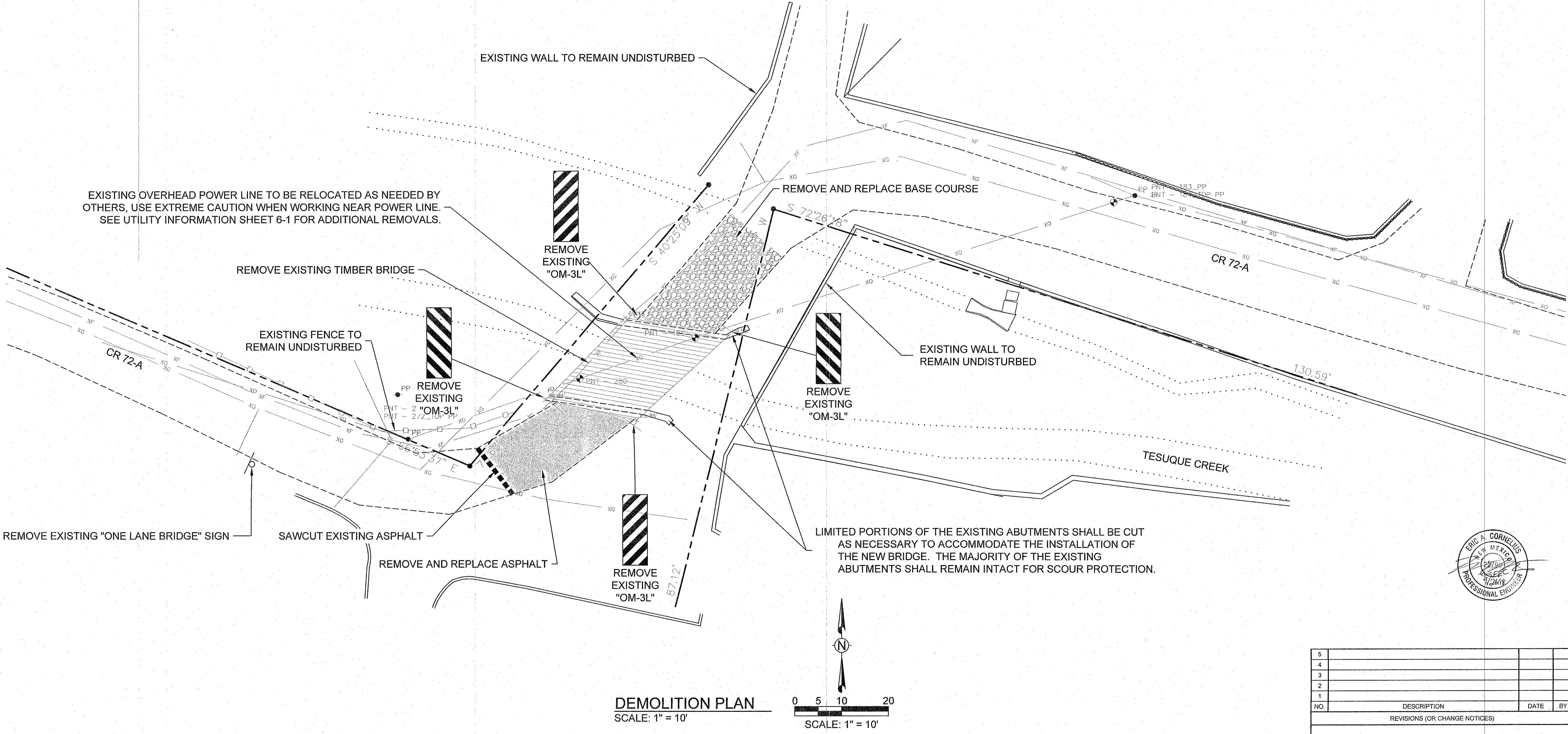
Described Easement contains 515.87 square feet or 0.01 Acres more or less.

LAND SURVEYING COMPANY, L.L.C.

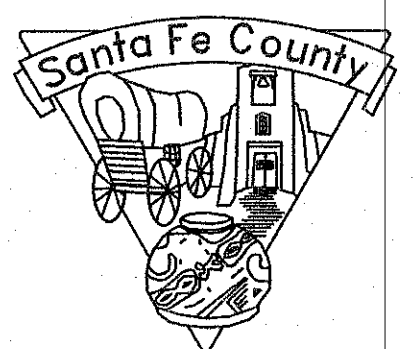
SALVADOR I. VIGIL, NMPS 10988  
P.O. BOX 4384  
SANTA FE, NEW MEXICO

505-473-0003  
CELL 505-603-1511

PREPARED BY	S.I. Vigil, NMPS	SANTA FE COUNTY CLERK'S INDEX INFORMATION
DATE	MAY 13, 2017	SANTA FE COUNTY ROAD 72-A
PROJECT No.	L-2898 / TOPO	BRIDGE PROJECT
CHECKED	S.L. Vigil, PM	COUNTY OF SANTA FE
SHEET No.	One	STATE OF NEW MEXICO



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NO.	DESCRIPTION	DATE	BY

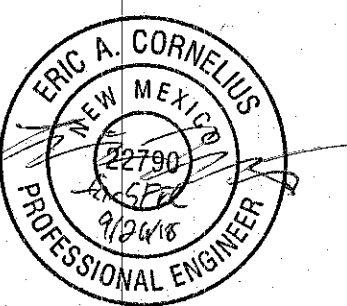
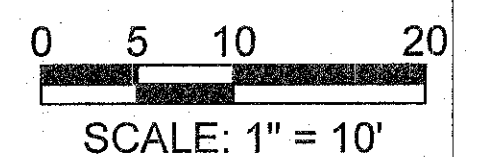
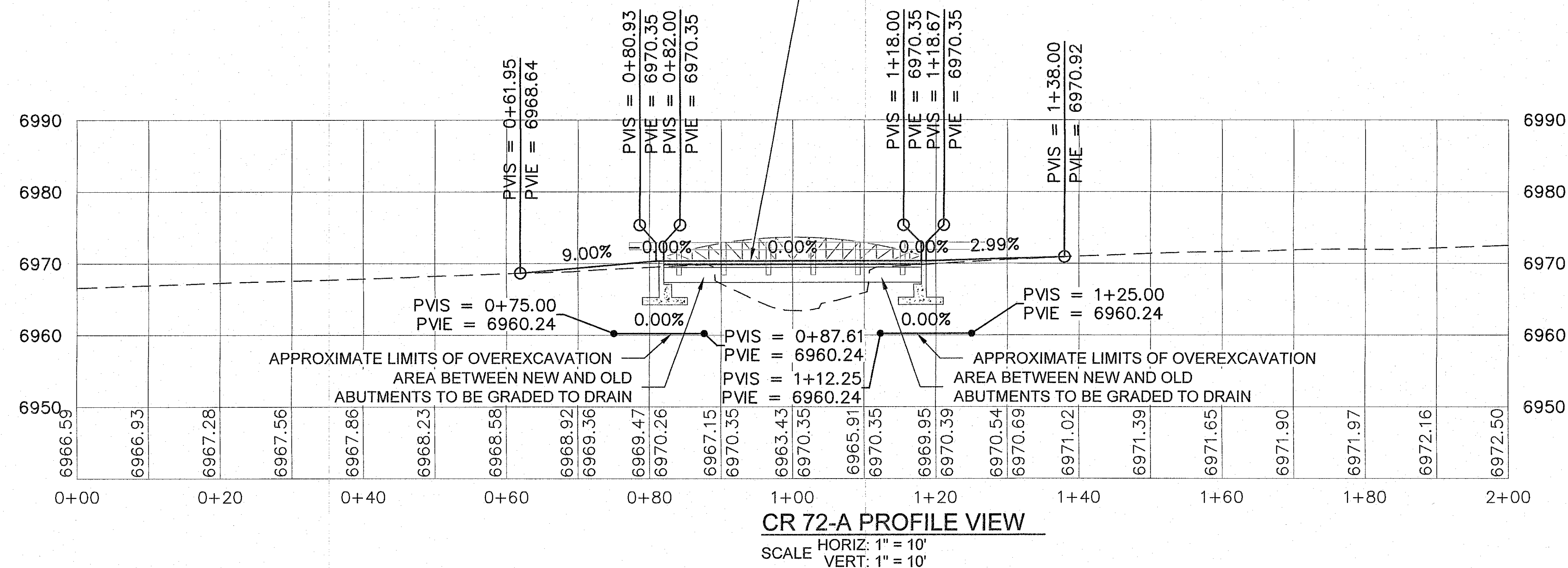
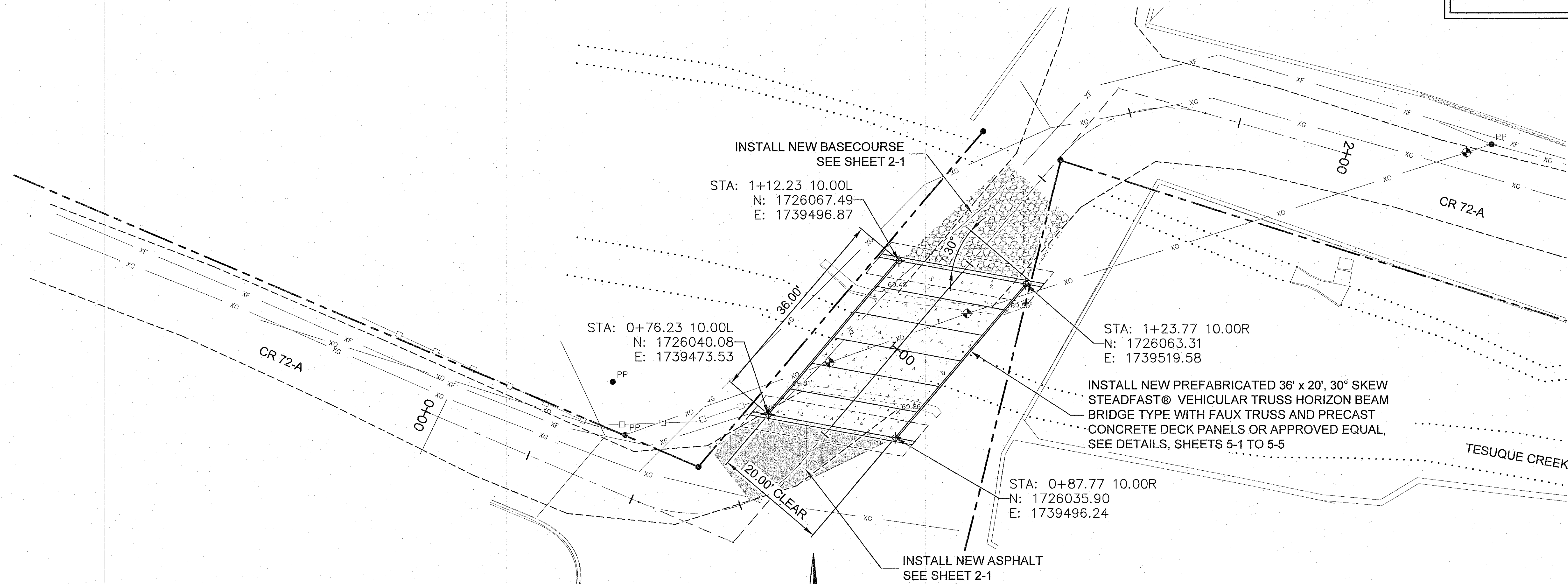


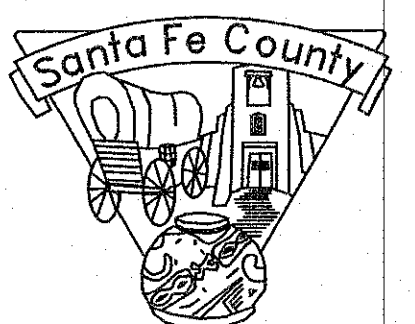
SANTA FE COUNTY ROAD 72-A  
PROJECT NUMBER: 6217

DEMOLITION PLAN

DATE: AUGUST 2018	SCALE: 1" = 10'	SHEET: 3-3
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NO.	DESCRIPTION	DATE	BY
REVISIONS (OR CHANGE NOTICES)			
			
SANTA FE COUNTY ROAD 72-A PROJECT NUMBER: 6217			
ROADWAY PLAN AND PROFILE			
DATE: AUGUST 2018	SCALE: 1" = 10'	SHEET: 4-1	



STRUCTURAL OUTLINE SPECIFICATIONS

- I. DESIGN CRITERIA & GENERAL NOTES
- A. Design Codes and Manuals:

1. NMDOT Standard Specifications for Highway and Bridge Construction, Latest Edition
- B. VERTICAL & HORIZONTAL DESIGN LOADS:

1. Abutment design is based on the layout, sizing, and stringer reactions as provided by Contech Engineered Solutions LLC.

a) Cost of additional field and office work necessitated by requests by the contractor for other bridge manufacturer designs that require foundation revisions shall be borne by the contractor. Options are for contractor's convenience, he shall be responsible for all changes necessary if he chooses an option and he shall coordinate all details.
- C. GENERAL NOTES

1. All construction shall conform to the NMDOT Standard Specifications for Highway and Bridge Construction, Latest Edition, as applicable. In the case of a conflict between notes and/or details herein resolution shall be made by using the more restrictive requirement as determined by the engineer and approved by the owner.

2. Drawings

a) Do not scale drawings.

b) Any conflict between the structural drawings and specifications, and/or other discipline plans and/or specifications shall be brought to the attention of the engineer prior to proceeding with the work affected.

c) Contractor shall verify all edge form setting dimensions as well as the location of elevation changes, off-sets, brick ledges, and block-outs with other disciplines and notify this office of any discrepancies that may exist prior to commencing construction.

3. OPENINGS

a) Openings, sleeves, etc. to be placed through any structural member shall first be approved by the structural engineer. Sleeves shall be provided for openings prior to placing of concrete. Cutting of hardened concrete shall not be permitted except by special structural approval which will be on an individual basis.

4. EXISTING STRUCTURES

a) Contract documents have been prepared using available drawings and site observations as permitted by access restrictions during design.

b) During construction, the contractor may encounter existing conditions which are not known or are at variance with project documentation. Contractor shall notify the engineer of all conditions not per the contract documents, including but not limited to:

(1) Sizes and dimensions other than those shown.

(2) Damage or deterioration to materials and components

(3) Conditions of instability or lack of support.

(4) Items noted as existing on the drawings, but not found in the field.

c) Prepare dimensional drawings of all discovered items.

d) Contractor shall field verify all existing structural conditions prior to submitting shop drawings.

e) Submit a dimensioned drawing of all new openings through existing structure and secure approval prior to cutting. Drawing shall show vertical and horizontal location and size of proposed opening(s).

5. The contractor shall provide all measures necessary to protect the structure during construction. Such measures shall include, but not be limited to bracing and shoring for loads due to hydrostatic, earth, wind or seismic forces, construction equipment, etc. Observation visits to the site by the structural engineer shall not include inspection of the above items.

6. Cost of additional field and office work necessitated by requests by the contractor for an option of due to errors or omissions in construction shall be borne by the contractor. Options are for contractor's convenience, he shall be responsible for all changes necessary if he chooses an option and he shall coordinate all details.
- D. Foundation Notes

1. Geotechnical engineering study and recommendations for this project has been performed by Geo-Test, Inc. project number 1-70512, dated July 18, 2017.

a) Important additional information concerning specific soil conditions is contained in this report and shall be reviewed prior to the start of construction.

b) Design is based on recommendations provided by the geotechnical engineering study:

(1) Allowable soil Bearing Pressure = 2000 psf

(2) Frost Depth / Minimum Exterior Footing Embedment = 24"

c) Contractor shall be responsible for providing positive water drainage away from structures, during and after construction.

(1) It is important to understand that the performance of the foundation is linked directly to the consistency of the moisture content in the soil. The geotechnical engineering study provides recommendations for natural ground preparation, remedial earthwork, drainage, grading, and landscaping.

2. The geotechnical engineering study contains specific requirements concerning clearing and grubbing, site, bearing surface preparation, structural fill requirements, compaction requirements, and drainage and sloping requirements not necessarily shown on these drawings. Refer any conflicts between these drawings and the report to the architect for direction prior to beginning any work.

a) The contractor shall engage and bear the cost of a geotechnical engineer or designated representative to monitor site preparation, foundation construction and retaining wall construction. The geotechnical engineer shall

provide continuous on-site observation by experienced personnel during construction of controlled earthwork. The contractor shall notify the geotechnical engineer at least two working days in advance of any field operations of controlled earthwork or of any resumption of operations after stoppages. Tests of fill materials and embankments shall be made in accordance to the recommendations for observation and testing provided within the geotechnical recommendations.

II. SHOP DRAWING SUBMITTAL

- A. Contractor to submit to Structural Engineer:

1. Concrete Mix Designs (NMDOT APPROVED CONCRETE MIX)

2. Structural Steel

3. Reinforcing Bars

4. Bridge Superstructure Package (sealed by NM Professional Engineer)
- B. All shop drawings and submittals must be reviewed and stamped by the contractor prior to submittal. Shop drawings and submittals shall be accompanied by sealed calculations as required by the specifications. No fabrications shall proceed before shop drawings covering that work have been approved. Allow at least 10 days for shop drawing review.

III. STRUCTURAL CONCRETE

- A. All concrete edges shall be chamfered 3/4" on exposed corners unless otherwise noted.
- B. Basis for design, strength at 28 days:

1. Class AA - Fc = 4000 psi (normal weight, air entrained)

2. Unless otherwise indicated, concrete cover shall be:

a) Foundations.....3"

b) Grade Beams.....3"

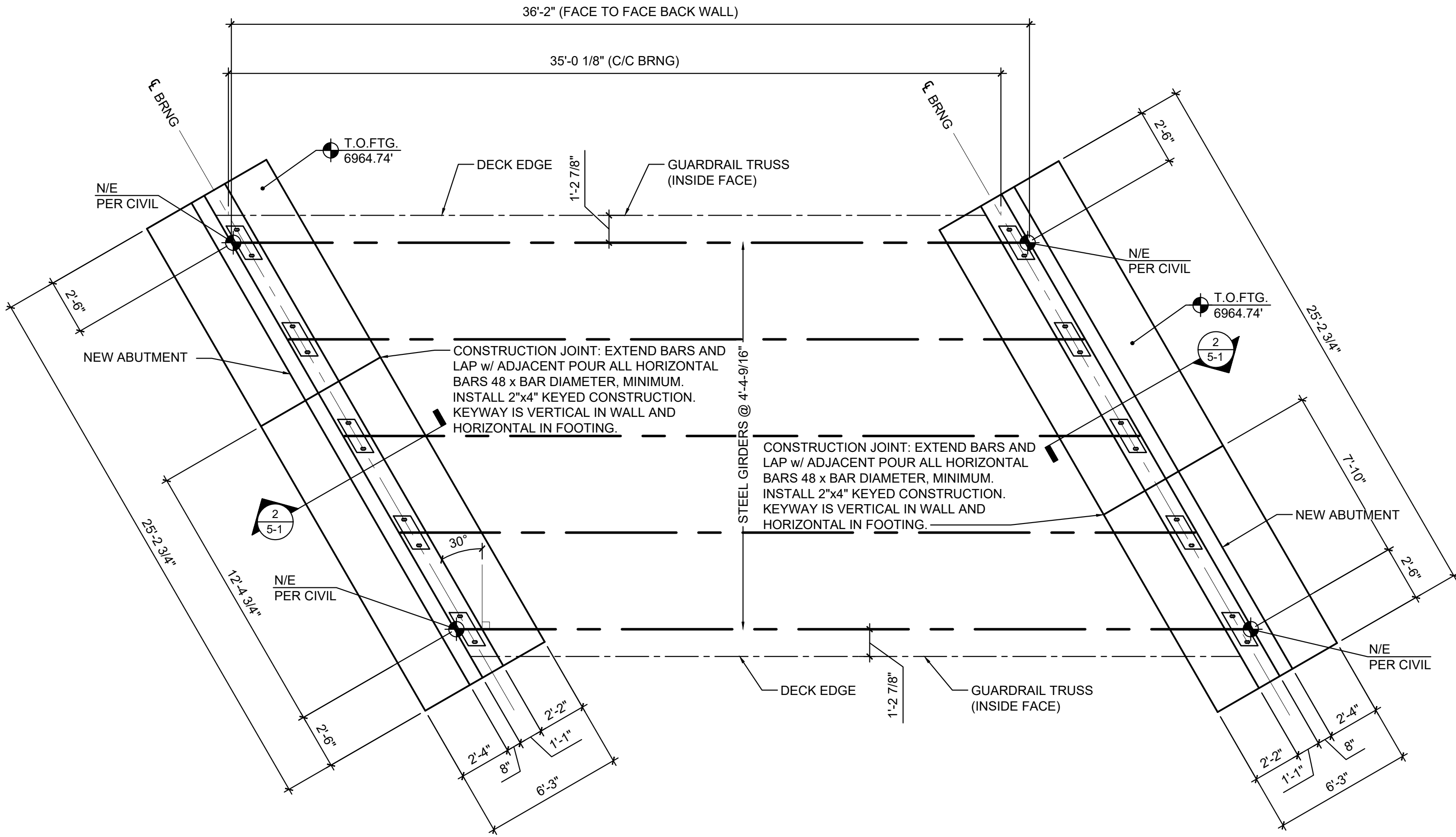
C. REINFORCING STEEL

1. Deformed Bars.....ASTM A615 / Grade 60
2. All reinforcing shall be held securely in position with standard accessories during placing of concrete.
3. Slab and beam bolsters and hi-chairs shall have vinyl-tipped turned-up legs where soffits/underside of slab is exposed.
4. All field bending of reinforcing shall be done cold. Heating of bars will not be permitted.
5. Unless otherwise indicated, splice reinforcing as follows:

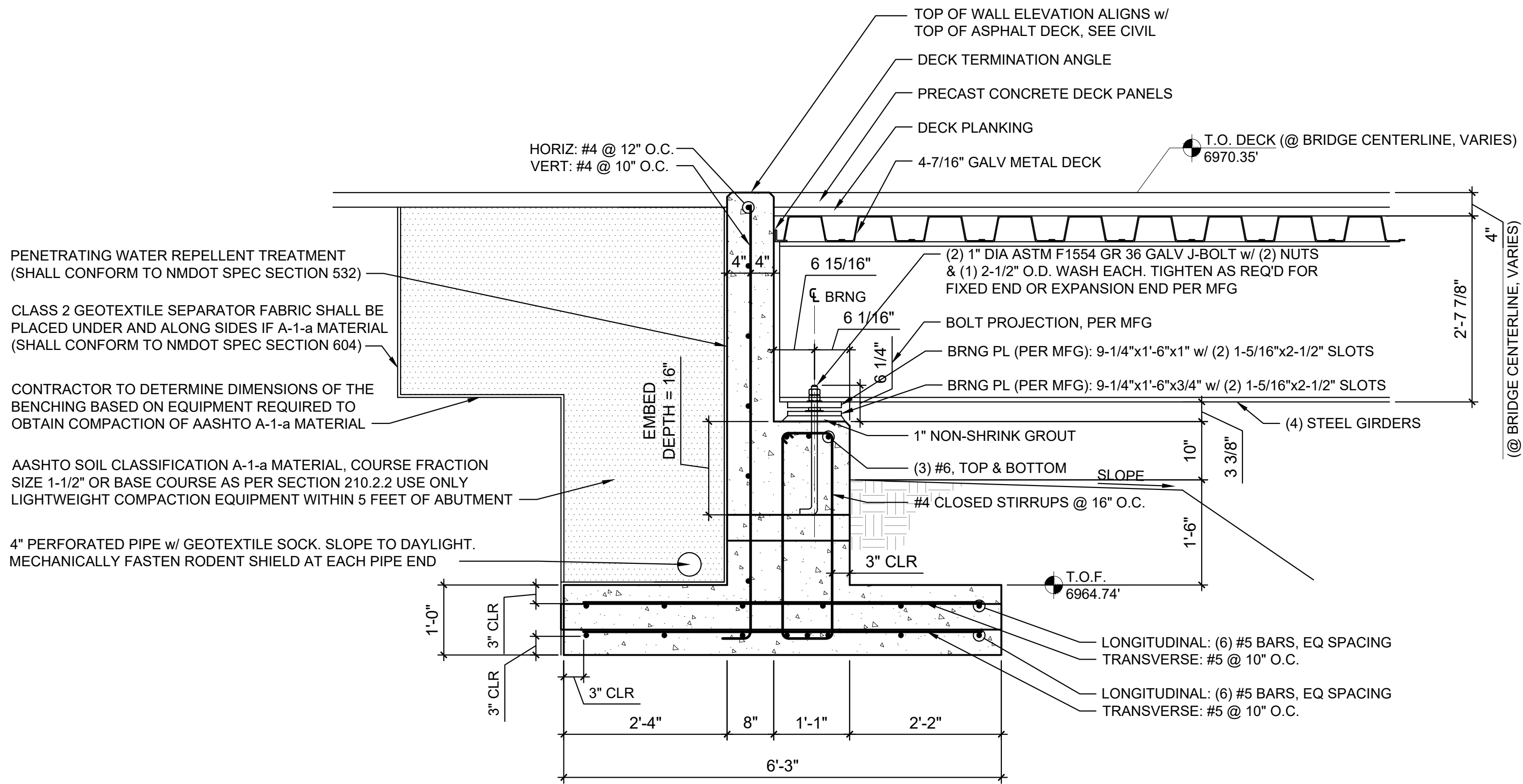
a) Reinforcing Bars.....48 Bar Diameters

D. CONCRETE PLACEMENT & TESTING

1. Test cylinders in accordance with NMDOT standards for quality control.



1 FOUNDATION PLAN  
SCALE: 1/4" = 1'-0"



2 STEEL STRINGERS TO BRIDGE ABUTMENT  
SCALE: 3/4" = 1'-0"



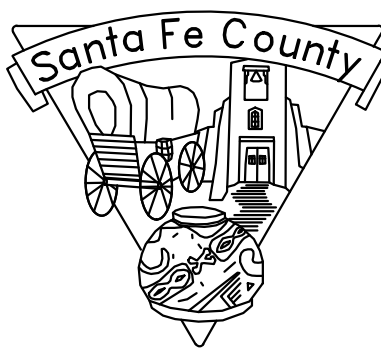
ENGINEER'S SEAL  
Eric D. Trujillo, PE  
New Mexico License  
Number 21656



LTSE JOB # 1550

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NO.	DESCRIPTION	DATE	BY

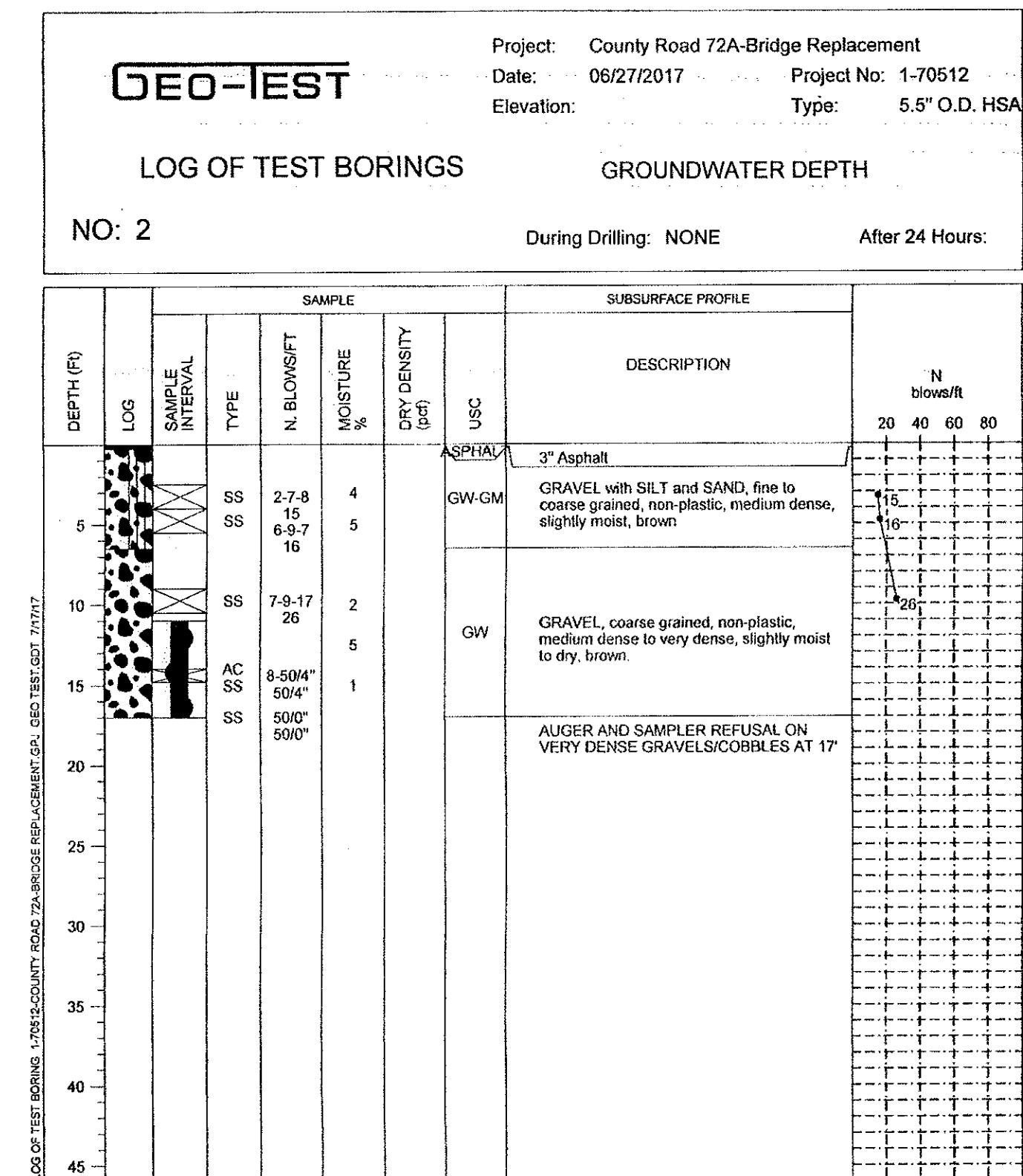
REVISIONS (OR CHANGE NOTICES)



SANTA FE COUNTY ROAD 72-A  
PROJECT NUMBER: 6217

STRUCTURAL PLAN AND DETAILS





SS - Split Spoon  
AC - Auger Cuttings  
UD/SL - Undisturbed Sleeve  
ST - Shelby Tube

AMSL - Above Mean Sea Level  
CS - Continuous Sampler  
UD - Undisturbed

Stratification lines represent approximate boundaries between soil types. Transitions may be gradual. Water level readings have been made at times and under conditions stated. Fluctuations of groundwater may occur due to factors other than those present at the time measurements were made.

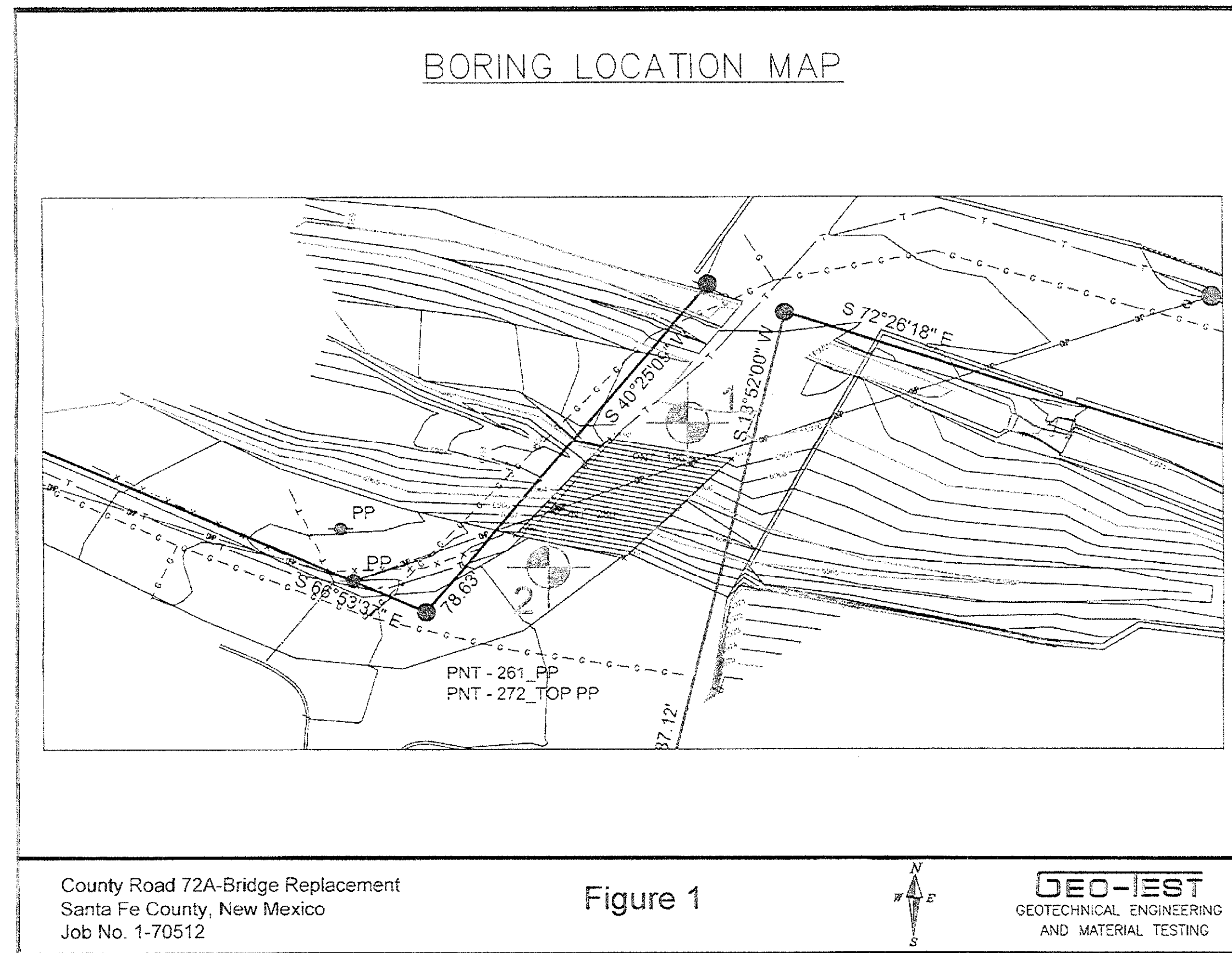
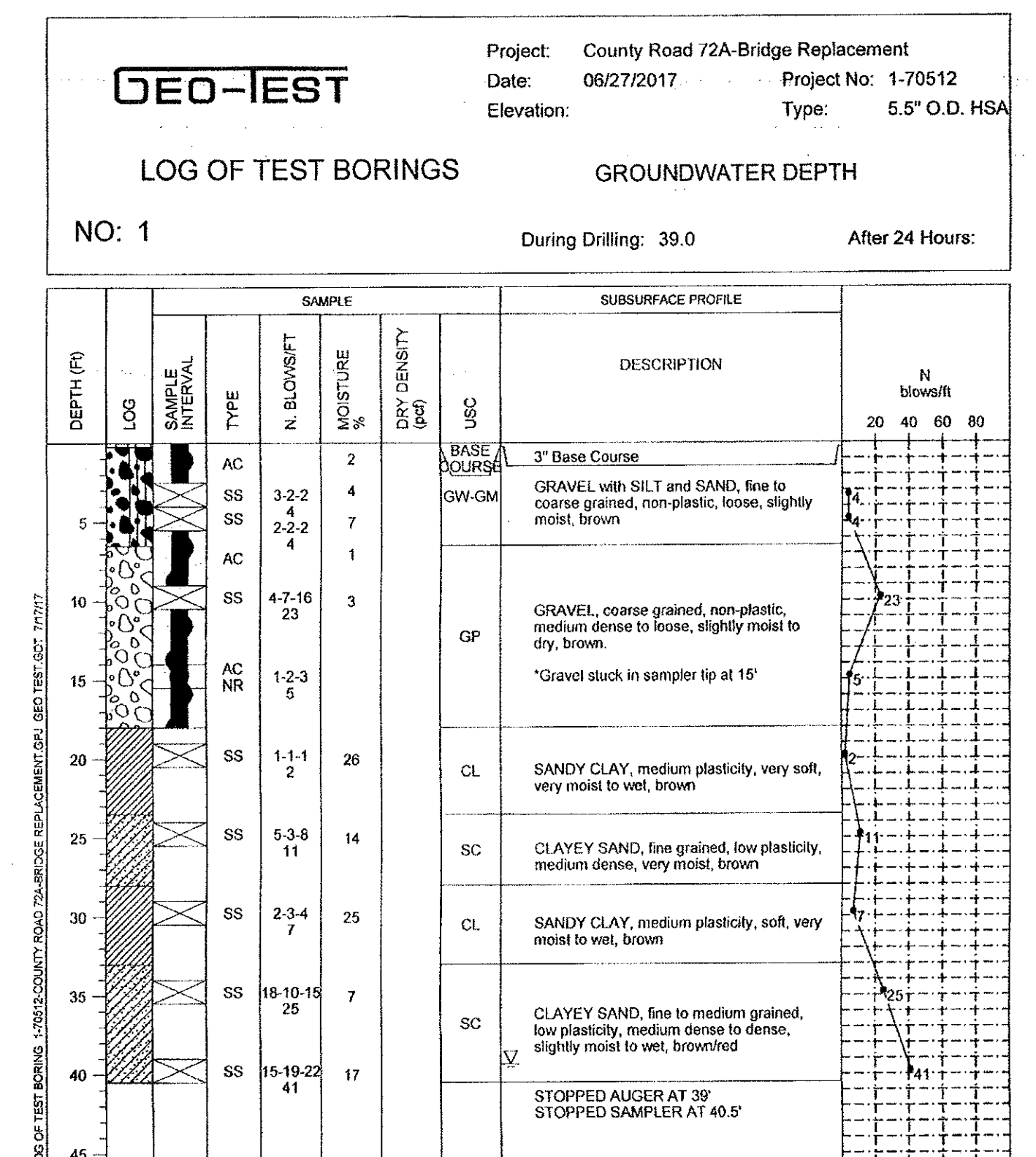


Figure 1



SS - Split Spoon  
AC - Auger Cuttings  
UD/SL - Undisturbed Sleeve  
ST - Shelby Tube

AMSL - Above Mean Sea Level  
CS - Continuous Sampler  
UD - Undisturbed

Stratification lines represent approximate boundaries between soil types. Transitions may be gradual. Water level readings have been made at times and under conditions stated. Fluctuations of groundwater may occur due to factors other than those present at the time measurements were made.

THIS SHEET IS FOR REFERENCE ONLY

NOTE  
SEE REPORT ENTITLED "GEOTECHNICAL  
ENGINEERING SERVICES, JOB NO. 1-70512,  
COUNTY ROAD 72A BRIDGE REPLACEMENT,  
SANTA FE COUNTY, NEW MEXICO",  
PREPARED BY GEO-TEST INC., DATED JULY  
18, 2017

# SUMMARY OF LABORATORY RESULTS

Sheet 1 of 1

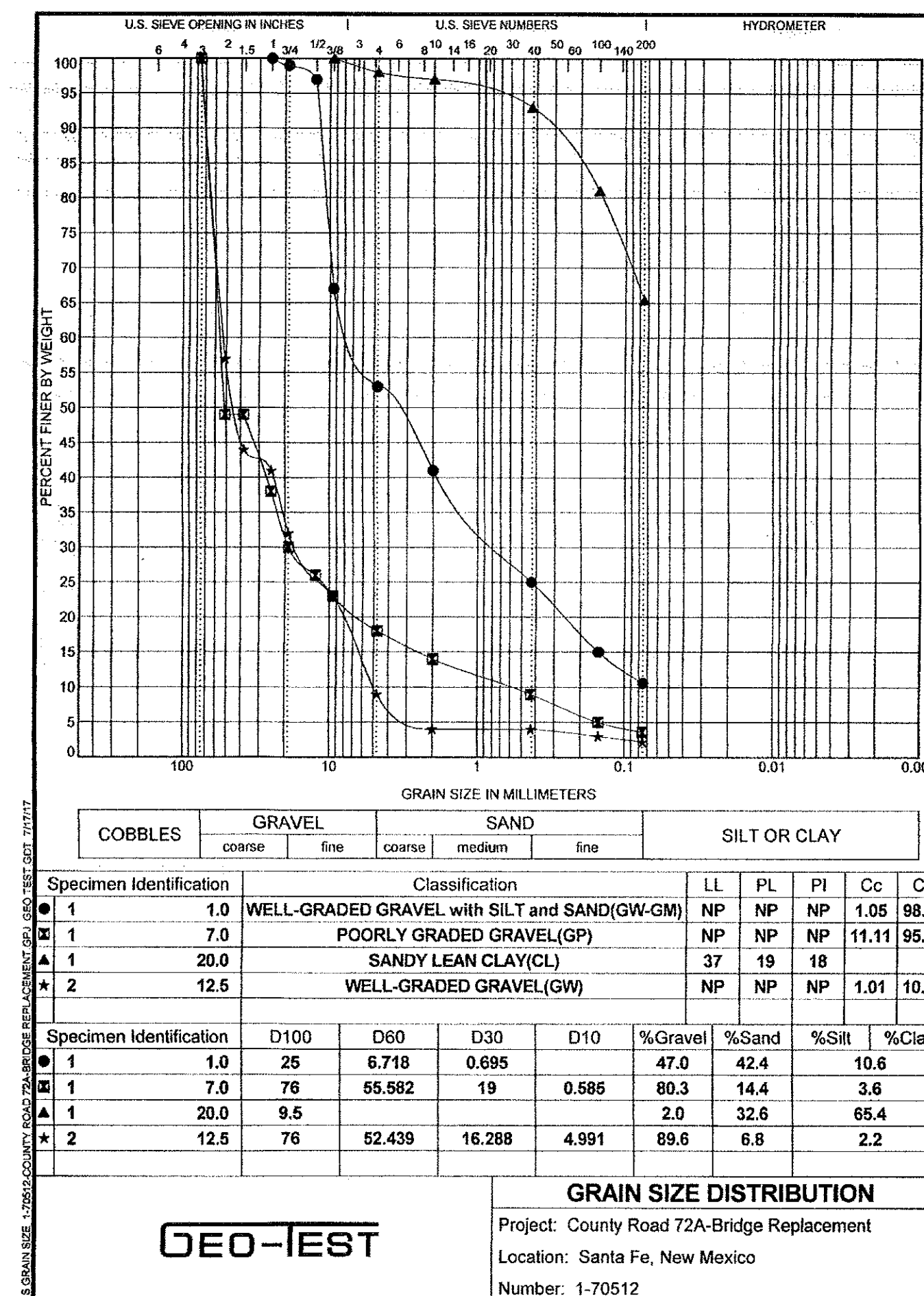
TEST HOLE	DEPTH (FEET)	UNIFIED CLASS	(% MOIST)	LL	PI	SIEVE ANALYSIS PERCENT PASSING													
						NO 200	NO 100	NO 40	NO 10	NO 4	3/8"	1/2"	3/4"	1"	1 1/2"	2"	4"		
1	1.0	GW-GM	2.3	NP	NP	11	15	25	41	53	67	97	99	100					
1	3.0		4.3																
1	5.0		7.4																
1	7.0	GP	1.1	NP	NP	4	5	9	14	18	23	26	30	38	49	49	98		
1	10.0		2.8																
1	20.0	CL	26.4	37	18	65	81	93	97	98	100								
1	25.0		14.1																
1	30.0		25.3																
1	35.0		6.5																
1	40.0		16.9																
2	3.0		3.9																
2	5.0		4.6																
2	10.0		1.6																
2	12.5	GW	4.9	NP	NP	2	3	4	4	9	23	27	32	41	44	56	99		
2	15.0		1.0																

**GEO-TEST**

LL = LIQUID LIMIT  
PI = PLASTICITY INDEX  
NP = NON PLASTIC or NO VALUE

Project: County Road 72A-Bridge Replacement  
Location: Santa Fe, New Mexico  
Number: 1-70512

UNIVERSITY OF MICHIGAN LIBRARY



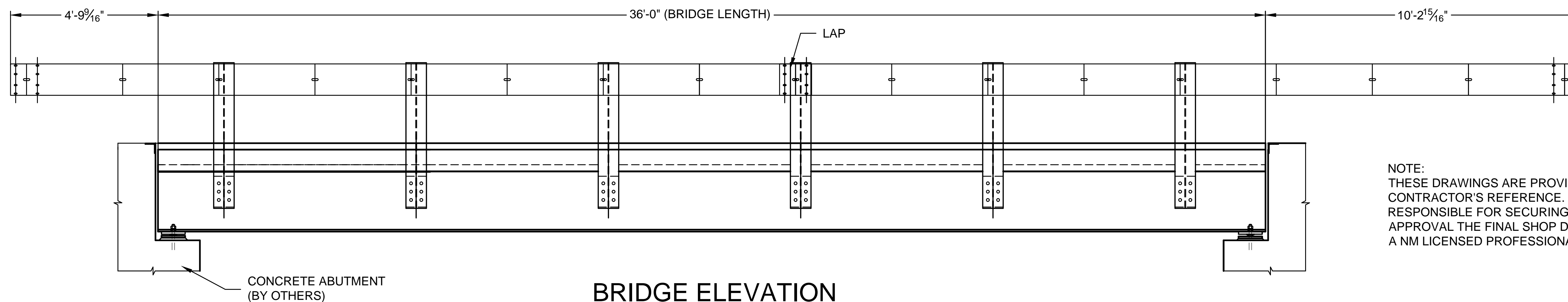
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NO.	DESCRIPTION	DATE	BY
REVISIONS (OR CHANGE NOTICES)			
SANTA FE COUNTY ROAD 72-A PROJECT NUMBER: 6217			
GEOTECHNICAL INFORMATION AND BORING LOGS			
DATE: AUGUST 2018	SCALE: N.T.S.	SHEET: 5-2	

**CONTRACTOR/OWNER NOTE:**  
REACTIONS AND DIMENSIONS SHOWN  
ARE PRELIMINARY AND MAY CHANGE  
WITH FINAL DESIGN. CONTECH IS NOT  
RESPONSIBLE FOR ANY INCURRED  
CHARGES DUE TO REDESIGNS.

## GUARDRAIL SPLICE LAP DETAIL

**CONTRACTOR NOTE:**  
LAP GUARDRAIL ELEMENTS IN  
THE DIRECTION OF TRAFFIC.

**CONTRACTOR/OWNER NOTE:**  
W-BEAM GUARD RAILS EXTEND PAST THE  
ENDS OF THE BRIDGE. RAIL POSTS, END  
TERMINATIONS, MODIFICATIONS, AND/OR  
TRANSITIONS BY OTHERS, NOT CONTECH.



## BRIDGE ELEVATION

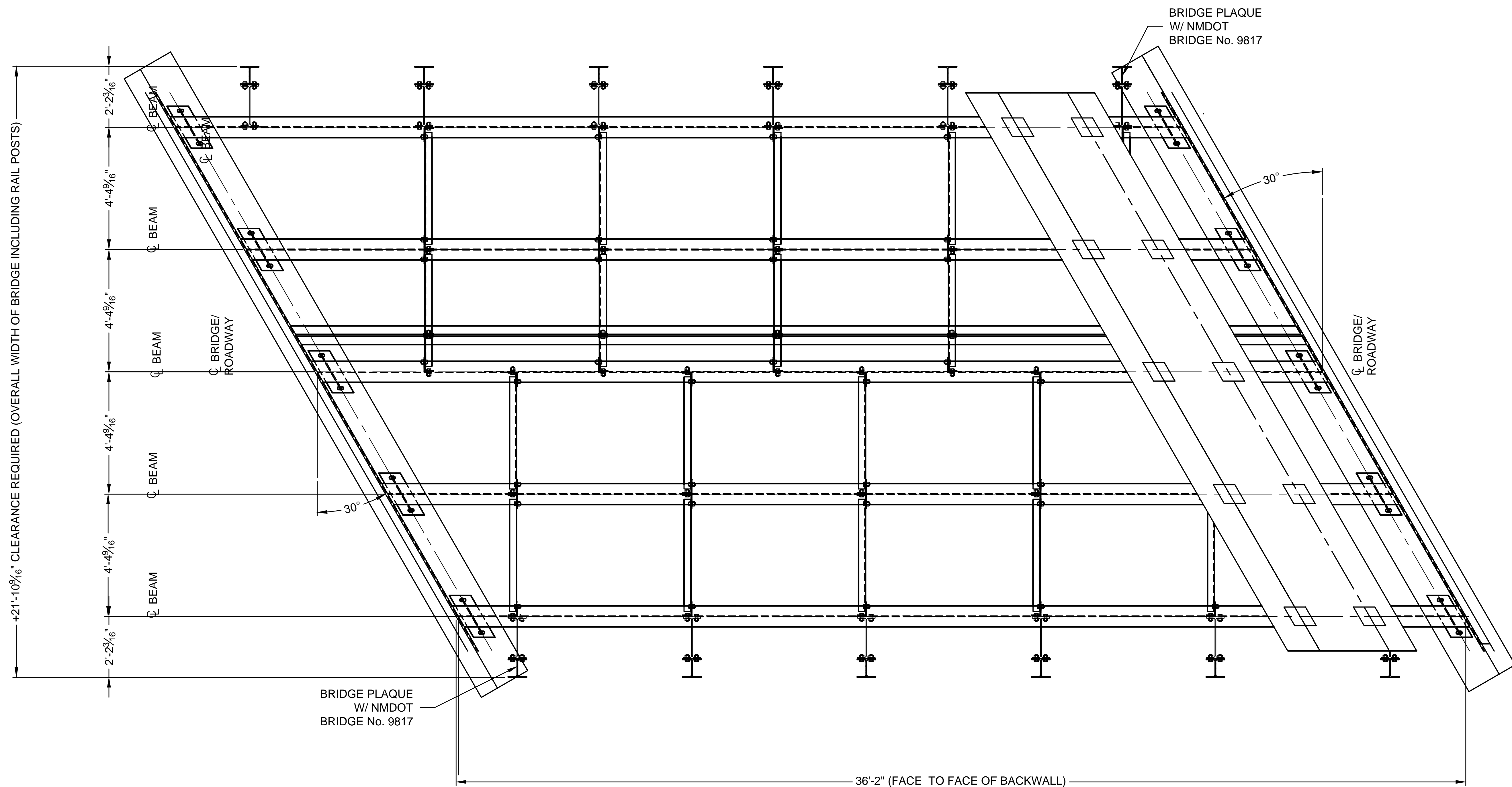
NOTE:  
THESE DRAWINGS ARE PROVIDED FOR THE  
CONTRACTOR'S REFERENCE. THE CONTRACTOR IS  
RESPONSIBLE FOR SECURING AND SUBMITTING FOR  
APPROVAL THE FINAL SHOP DRAWINGS, STAMPED BY  
A NM LICENSED PROFESSIONAL ENGINEER.

CONTECH  
**APPROVAL**  
DRAWING

SHEET 5-3

[illegible]





**CONTRACTOR/OWNER NOTE:**  
REACTIONS AND DIMENSIONS SHOWN  
ARE PRELIMINARY AND MAY CHANGE  
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APPROVAL THE FINAL SHOP DRAWINGS, STAMPED BY  
A NM LICENSED PROFESSIONAL ENGINEER.

SHEET 5-4



36'-0" x 20'-0"  
COUNTY ROAD 72A  
VEHICULAR BRIDGE  
SANTA FE, NM

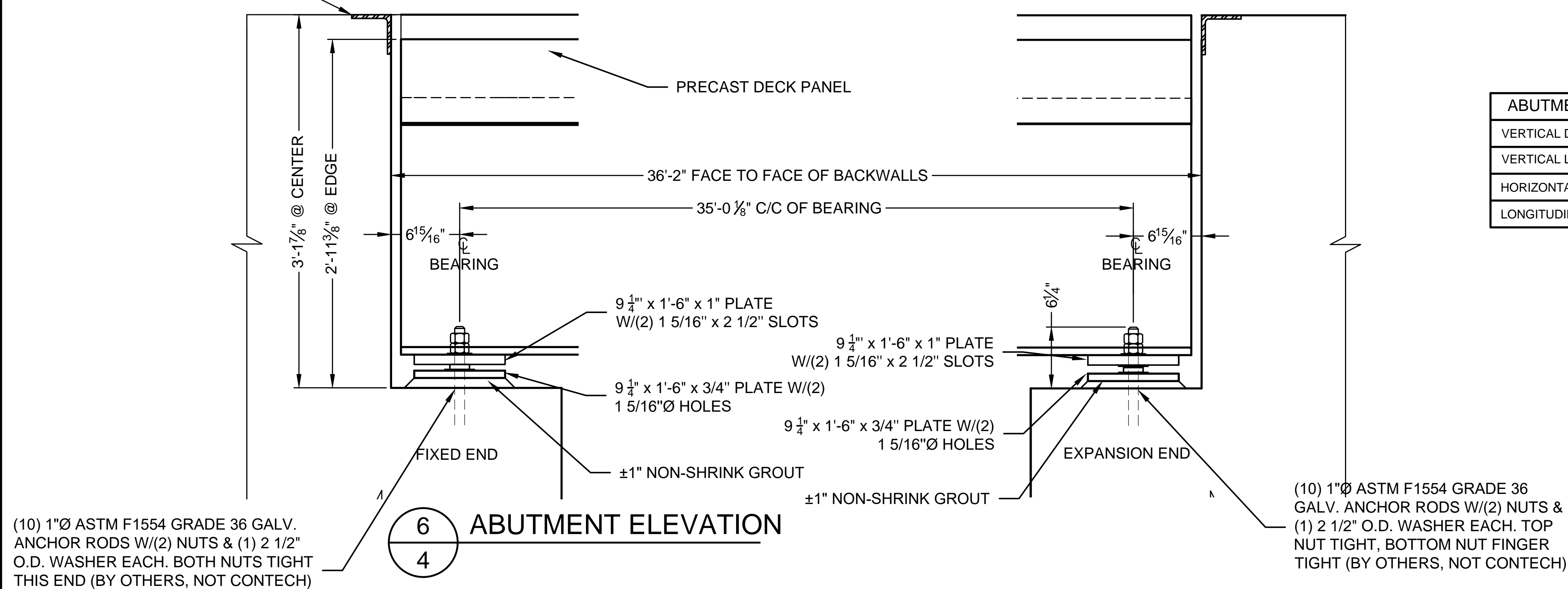
[illegible]



**CONTRACTOR/OWNER NOTE:**  
REACTIONS AND DIMENSIONS SHOWN  
ARE PRELIMINARY AND MAY CHANGE  
WITH FINAL DESIGN. CONTECH IS NOT  
RESPONSIBLE FOR ANY INCURRED  
CHARGES DUE TO REDESIGNS.

ABUTMENT REACTIONS (EXPANSION END)	
VERTICAL DEAD LOAD	49.0 KIPS
VERTICAL LIVE LOAD (W/ IMPACT)	130.6 KIPS
HORIZONTAL WIND LOAD	5.5 KIPS
LONGITUDINAL LOAD	-

NOTE:  
THESE DRAWINGS ARE PROVIDED FOR THE  
CONTRACTOR'S REFERENCE. THE CONTRACTOR IS  
RESPONSIBLE FOR SECURING AND SUBMITTING FOR  
APPROVAL THE FINAL SHOP DRAWINGS, STAMPED BY  
A NM LICENSED PROFESSIONAL ENGINEER.



SHEET 5-5



36'-0" x 20'-0"  
COUNTY ROAD 72A  
VEHICULAR BRIDGE  
SANTA FE, NM




# CNETCH<sup>®</sup>

**ENGINEERED SOLUTIONS LLC**

[www.Cnetches.com](http://www.Cnetches.com)

8301 State Highway 19A, MN 56308  
 8301 State Highway 19A, MN 56308  
 800-328-2047 320-452-7500 320-852-7087 FAX

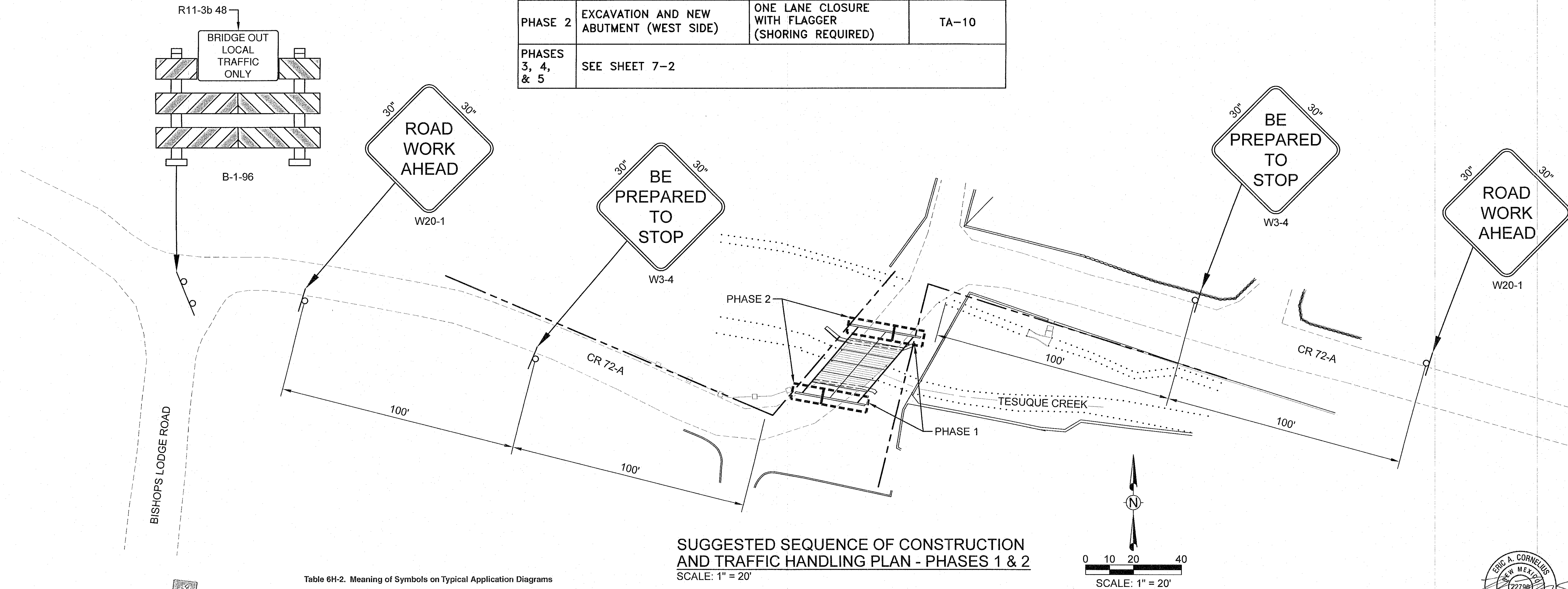


DATE:	
11/28/2017	
DESIGNED:	DRAWN:
---	---
CHECKED:	APPROVED:
---	---
PROJECT No.:	SEQUENCE No.:
---	---
SHEET:	
3	OF 3





SUGGESTED SEQUENCE OF CONSTRUCTION TABLE			
PHASE	WORK ZONE DESCRIPTION	TRAFFIC CONTROL	MUTCD TYPICAL APPLICATIONS
PHASE 1	EXCAVATION AND NEW ABUTMENT (EAST SIDE)	ONE LANE CLOSURE WITH FLAGGER (SHORING REQUIRED)	TA-10
PHASE 2	EXCAVATION AND NEW ABUTMENT (WEST SIDE)	ONE LANE CLOSURE WITH FLAGGER (SHORING REQUIRED)	TA-10
PHASES 3, 4, & 5	SEE SHEET 7-2		



SUGGESTED SEQUENCE OF CONSTRUCTION AND TRAFFIC HANDLING PLAN - PHASES 1 & 2  
SCALE: 1" = 20'

PHASING NOTES

1. ROAD CLOSURES ARE LIMITED TO ONE DAY CLOSURES ONLY. NOTIFICATION REQUIRED 2 WEEKS IN ADVANCE

TRAFFIC CONTROL NOTES

1. ALL TRAFFIC CONTROL DEVICES AND THEIR PLACEMENT SHALL CONFORM TO CURRENT M.U.T.C.D. SPECIFICATIONS.
2. THIS CONSTRUCTION TRAFFIC CONTROL PLAN ILLUSTRATES A SUGGESTED TYPICAL APPLICATION ONLY BASED ON M.U.T.C.D. TYPICAL APPLICATION 13 (FIGURE 6H-13).
3. THE CONTRACTOR SHALL SUBMIT HIS OWN CONSTRUCTION TRAFFIC CONTROL PLAN TO BE APPROVED BY THE SANTA FE COUNTY TRAFFIC MANAGER. CONTACT JOHNNY BACA (505) 992-3020. SEE NOTE NO. 21, SHEET 1-4.
4. TEMPORARY ROAD CLOSURES ARE ANTICIPATED, THE CONTRACTOR SHALL NOTIFY THE PUBLIC, MEDIA, EMERGENCY SERVICES AND PUBLIC SCHOOLS TRANSPORTATION SERVICES OF ROAD CLOSURES. THIS IS CONSIDERED INCIDENTAL TO CONSTRUCTION.
5. THE CONTRACTOR SHALL OBTAIN A RIGHT OF WAY PERMIT FROM THE SANTA FE COUNTY TRAFFIC MANAGER. CONTACT JOHNNY BACA (505) 992-3020.

Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.

**Table 6H-2. Meaning of Symbols on Typical Application Diagrams**

Arrow board	Shadow vehicle
Arrow board support or trailer (shown facing down)	Sign (shown facing left)
Changeable message sign or support trailer	Surveyor
Channelizing device	Temporary barrier
Crash cushion	Temporary barrier with warning light
Direction of temporary traffic detour	Traffic or pedestrian signal
Direction of traffic	Truck-mounted attenuator
Flagger	Type 3 barricade
High-level warning device (Flag tree)	Warning light
Longitudinal channelizing device	Work space
Luminaire	Work vehicle
Pavement markings that should be removed for a long-term project	

**Table 6H-3. Meaning of Letter Codes on Typical Application Diagrams**

Road Type	A	B	C
Urban (low speed)*	100 feet	100 feet	100 feet
Urban (high speed)*	350 feet	350 feet	350 feet
Rural	500 feet	500 feet	500 feet
Expressway / Freeway	1,000 feet	1,500 feet	2,040 feet

\* Speed category to be determined by highway agency

\*\* The column headings A, B, and C are the dimensions shown in Figures 6H-1 through 6H-46. The A dimension is the distance from the transition or point of restriction to the first sign. The B dimension is the distance between the first and second signs. The C dimension is the distance between the second and third signs. (The "first sign" is the sign in a three-sign series that is closest to the TTC zone. The "third sign" is the sign that is furthest upstream from the TTC zone.)

**Table 6H-4. Formulas for Determining Taper Length**

Speed (S)	Taper Length (L) in feet
40 mph or less	$L = \frac{WS^2}{60}$
45 mph or more	$L = WS$

Where: L = taper length in feet  
W = width of offset in feet  
S = posted speed limit, or off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph

**Typical Application 10**

The diagram shows a road closure with a 'ROAD WORK AHEAD' sign and a 'BE PREPARED TO STOP' sign. Dimensions of 50 to 100 feet are indicated between the signs and the work zone.

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NO.	DESCRIPTION	DATE	BY

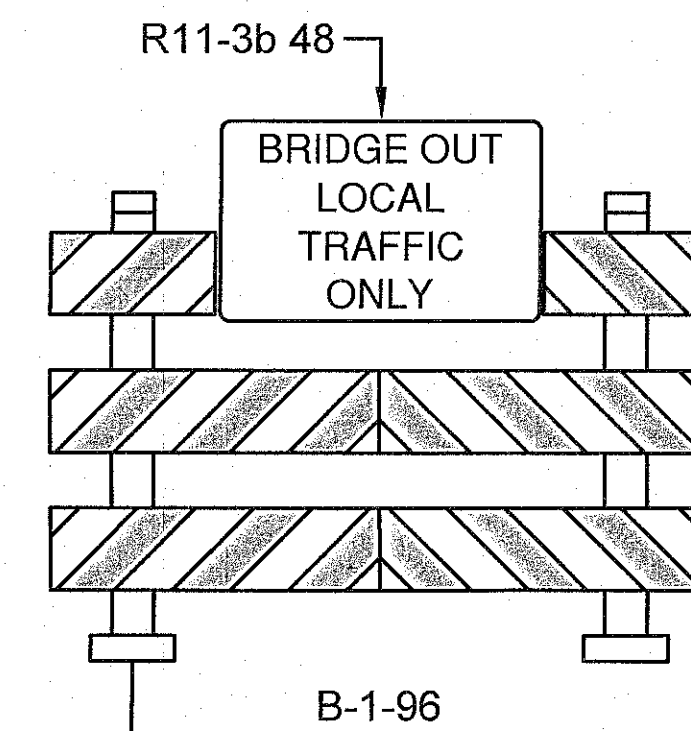
REVISIONS (OR CHANGE NOTICES)

SANTA FE COUNTY ROAD 72-A  
PROJECT NUMBER: 6217

SUGGESTED SEQUENCE OF CONSTRUCTION AND TRAFFIC HANDLING PLAN

DATE: AUGUST 2018	SCALE: 1" = 20'	SHEET: 7-1
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SUGGESTED SEQUENCE OF CONSTRUCTION TABLE			
PHASE	WORK ZONE DESCRIPTION	TRAFFIC CONTROL	MUTCD TYPICAL APPLICATIONS
PHASES 1, & 2	SEE SHEET 7-1		
PHASE 3	NORTH ROADWORK	TEMPORARY ROAD CLOSURE	TA-13
PHASE 4	SOUTH ROADWORK	TEMPORARY ROAD CLOSURE	TA-13
PHASE 5	DEMOLISH EXISTING BRIDGE INSTALL NEW BRIDGE	TEMPORARY ROAD CLOSURE	TA-13



BISHOPS LODGE ROAD

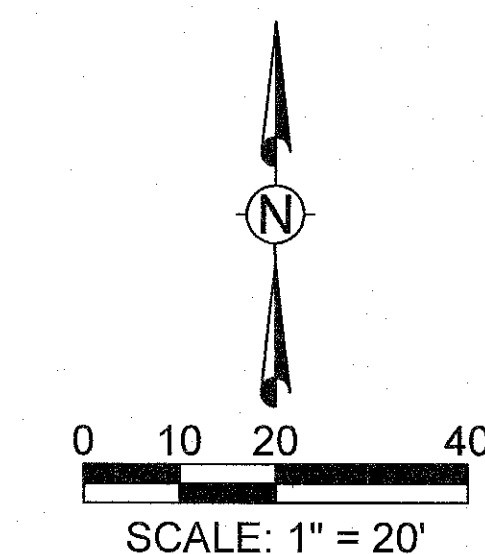
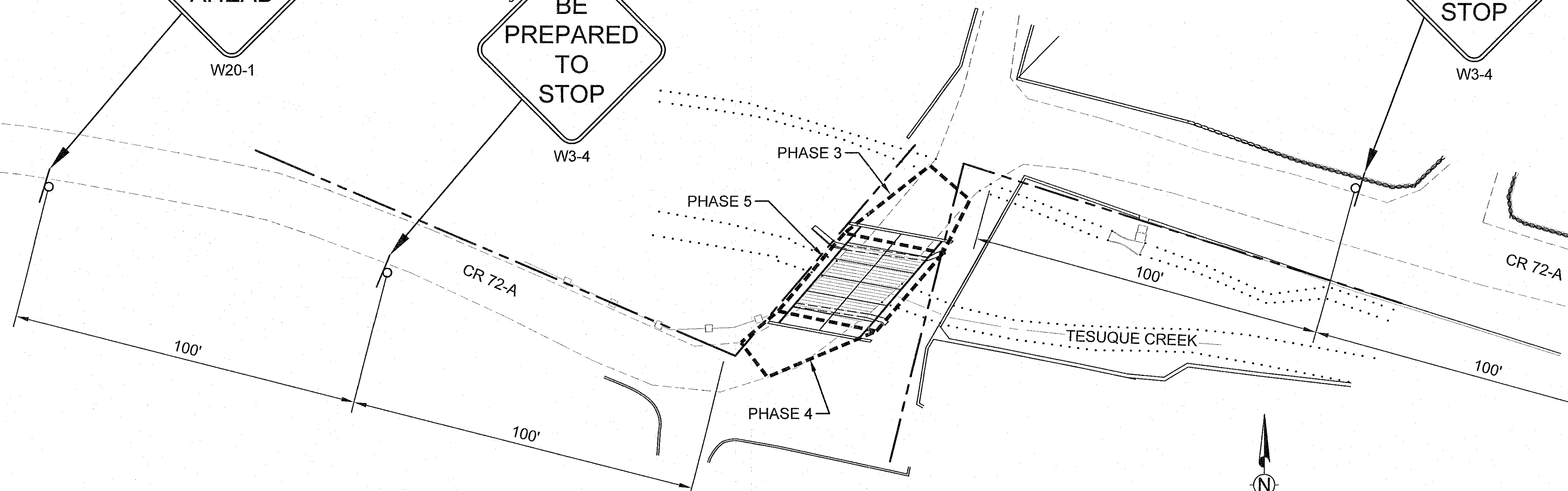
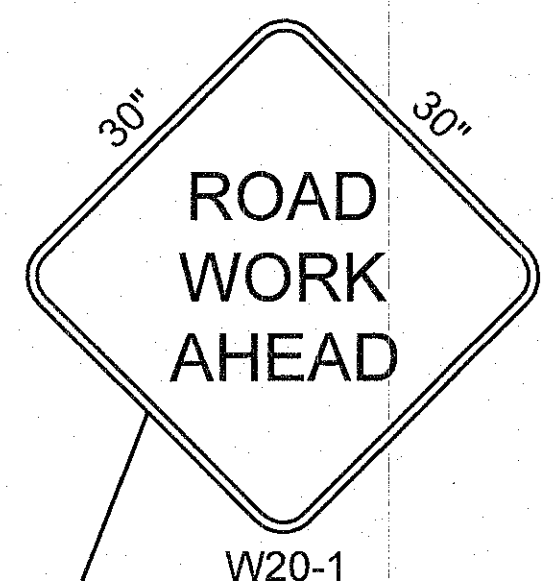
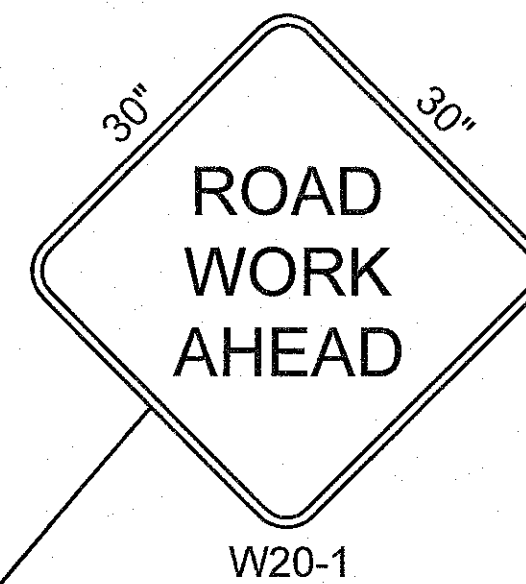


Figure 6H-13. Temporary Road Closure (TA-13)

### SUGGESTED SEQUENCE OF CONSTRUCTION AND TRAFFIC HANDLING PLAN - PHASES 3, 4, & 5

SCALE: 1" = 20'

#### PHASING NOTES

- PHASE 3 AND PHASE 4 MAY OCCUR SIMULTANEOUSLY
- ROAD CLOSURES ARE LIMITED TO ONE DAY CLOSURES ONLY. NOTIFICATION REQUIRED 2 WEEKS IN ADVANCE

#### TRAFFIC CONTROL NOTES

- ALL TRAFFIC CONTROL DEVICES AND THEIR PLACEMENT SHALL CONFORM TO CURRENT M.U.T.C.D. SPECIFICATIONS.
- THIS CONSTRUCTION TRAFFIC CONTROL PLAN ILLUSTRATES A SUGGESTED TYPICAL APPLICATION ONLY BASED ON M.U.T.C.D. TYPICAL APPLICATION 13 (FIGURE 6H-13).
- THE CONTRACTOR SHALL SUBMIT HIS OWN CONSTRUCTION TRAFFIC CONTROL PLAN TO BE APPROVED BY THE SANTA FE COUNTY TRAFFIC MANAGER. CONTACT JOHNNY BACA (505) 992-3020. SEE NOTE NO. 21, SHEET 1-4.
- TEMPORARY ROAD CLOSURES ARE ANTICIPATED, THE CONTRACTOR SHALL NOTIFY THE PUBLIC, MEDIA, EMERGENCY SERVICES AND PUBLIC SCHOOLS TRANSPORTATION SERVICES OF ROAD CLOSURES. THIS IS CONSIDERED INCIDENTAL TO CONSTRUCTION.
- THE CONTRACTOR SHALL OBTAIN A RIGHT OF WAY PERMIT FROM THE SANTA FE COUNTY TRAFFIC MANAGER. CONTACT JOHNNY BACA (505) 992-3020.

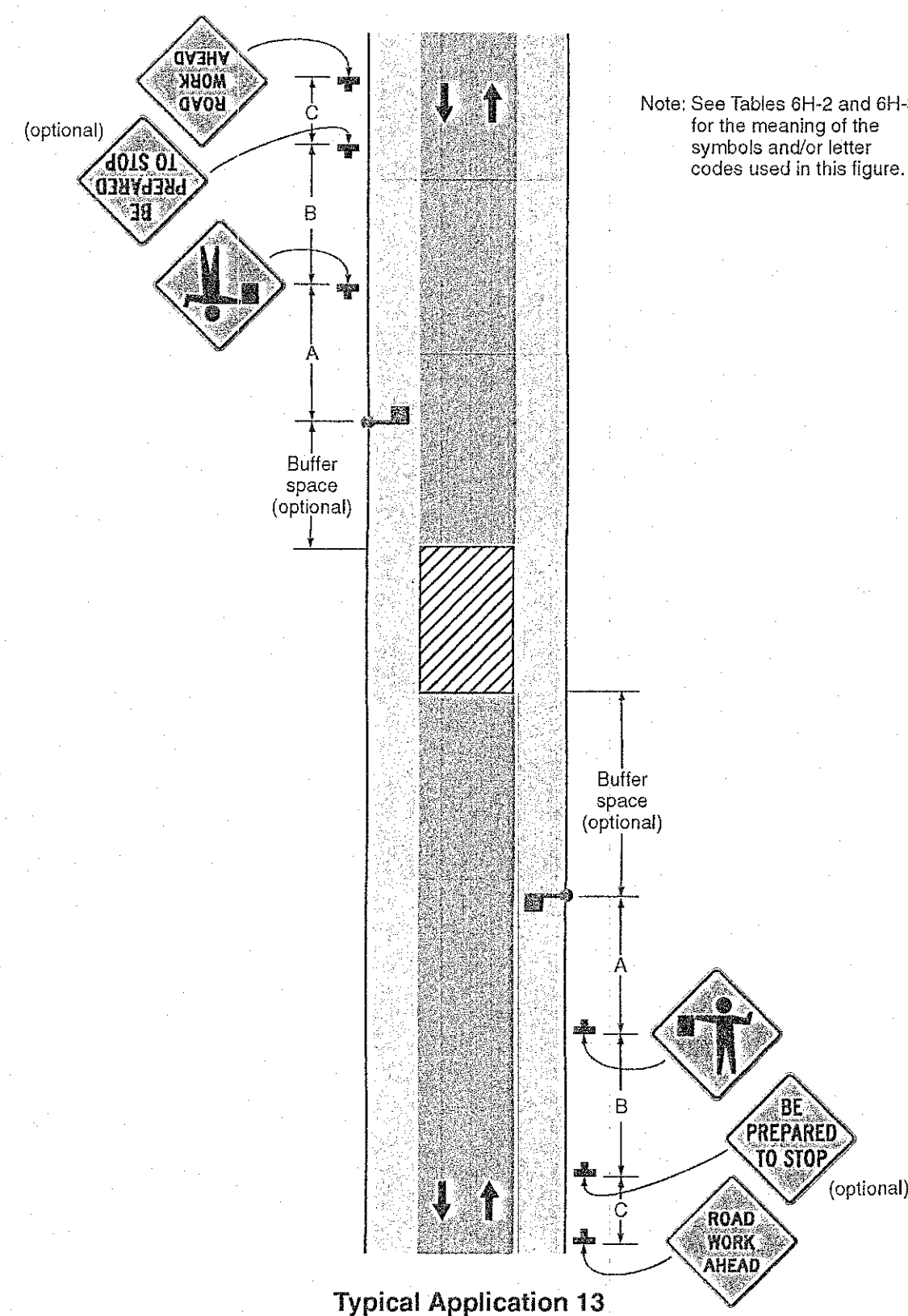


Table 6H-2. Meaning of Symbols on Typical Application Diagrams

	Arrow board		Shadow vehicle
	Arrow board support or trailer (shown facing down)		Sign (shown facing left)
	Changeable message sign or support trailer		Surveyor
	Channelizing device		Temporary barrier
	Crash cushion		Temporary barrier with warning light
	Direction of temporary traffic detour		Traffic or pedestrian signal
	Direction of traffic		Truck-mounted attenuator
	Flagger		Type 3 barricade
	High-level warning device (Flag tree)		Warning light
	Longitudinal channelizing device		Work space
	Luminaire		Work vehicle
	Pavement markings that should be removed for a long-term project		

Table 6H-3. Meaning of Letter Codes on Typical Application Diagrams

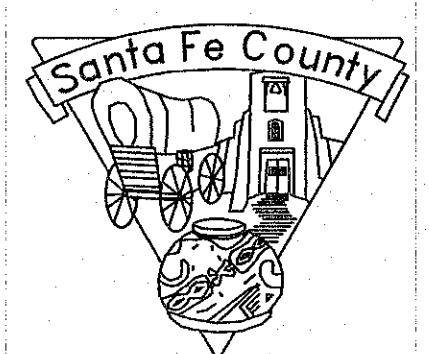
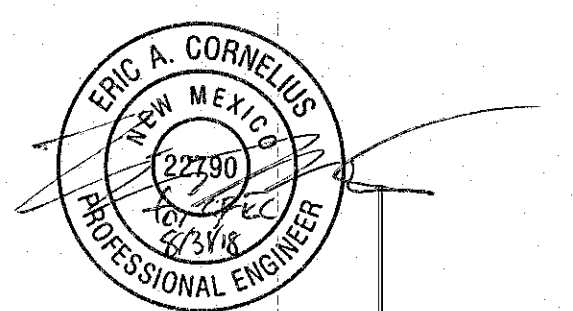
Road Type	A	B	C
Urban (low speed)*	100 feet	100 feet	100 feet
Urban (high speed)*	350 feet	350 feet	350 feet
Rural	500 feet	500 feet	500 feet
Expressway / Freeway	1,000 feet	1,500 feet	2,040 feet

\* Speed category to be determined by highway agency  
\* The column headings A, B, and C are the dimensions shown in Figures 6H-1 through 6H-46. The A dimension is the distance from the transition or point of restriction to the first sign. The B dimension is the distance between the first and second signs. The C dimension is the distance between the second and third signs. (The "first sign" is the sign in a three-sign series that is closest to the TTC zone. The "third sign" is the sign that is furthest upstream from the TTC zone.)

Table 6H-4. Formulas for Determining Taper Length

Speed (S)	Taper Length (L) in feet
40 mph or less	$L = WS^2$ 60
45 mph or more	$L = WS$

Where: L = taper length in feet  
W = width of offset in feet  
S = posted speed limit, or off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph

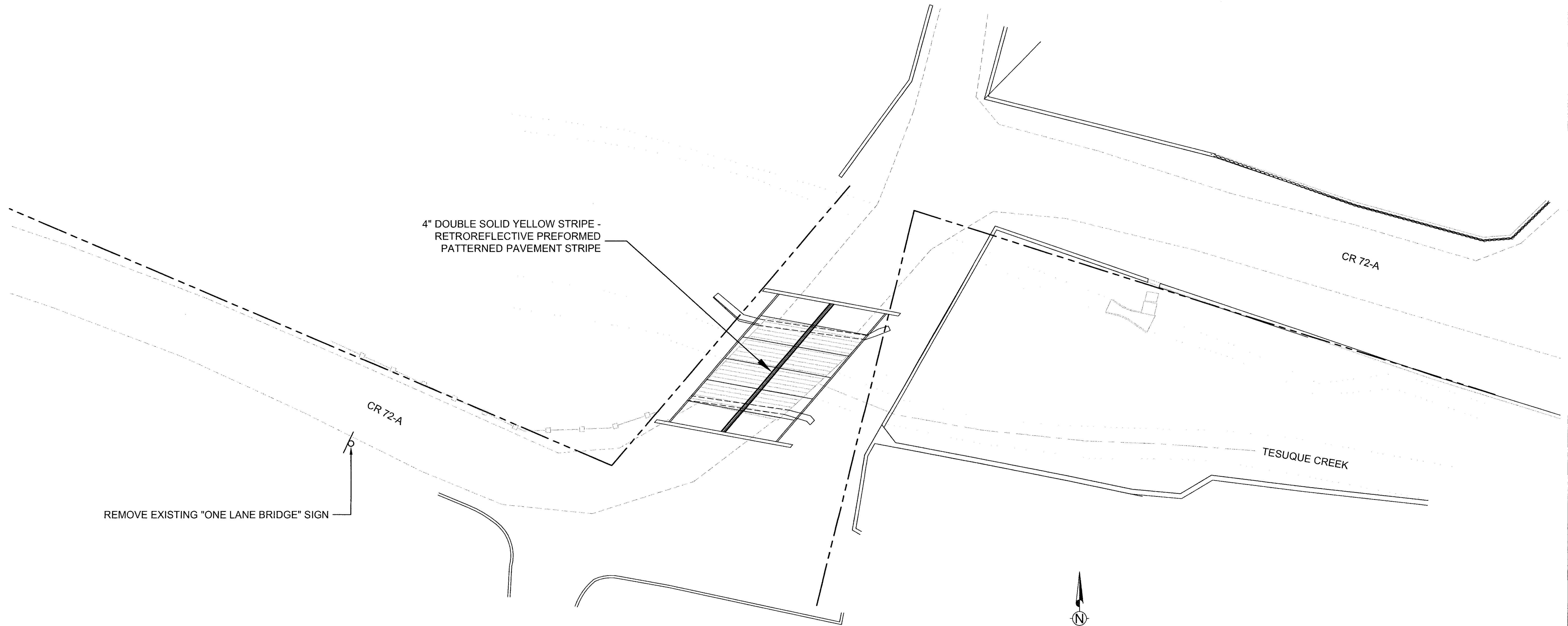


SANTA FE COUNTY ROAD 72-A  
PROJECT NUMBER: 6217

SUGGESTED SEQUENCE OF CONSTRUCTION  
AND TRAFFIC HANDLING PLAN

DATE: AUGUST 2018 SCALE: 1" = 20' SHEET: 7-2

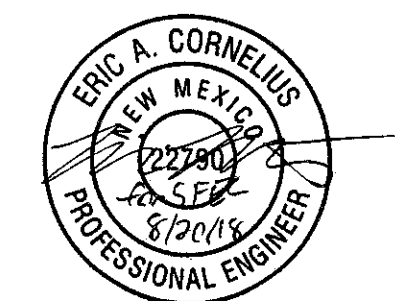
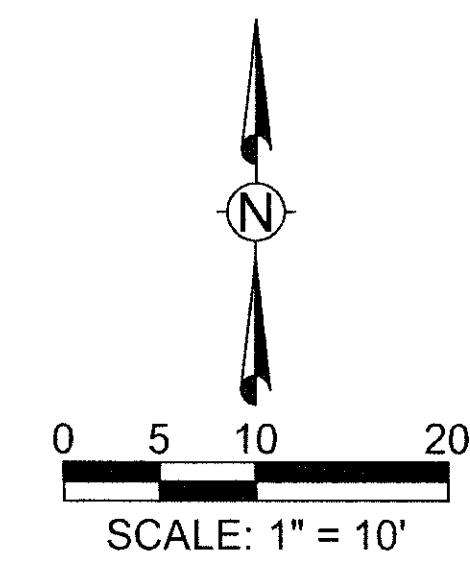


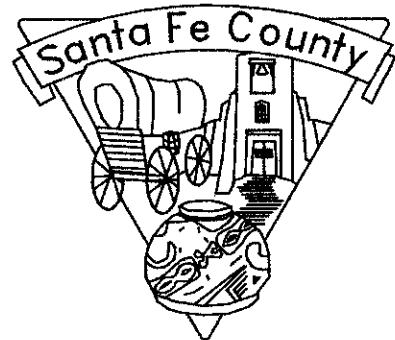


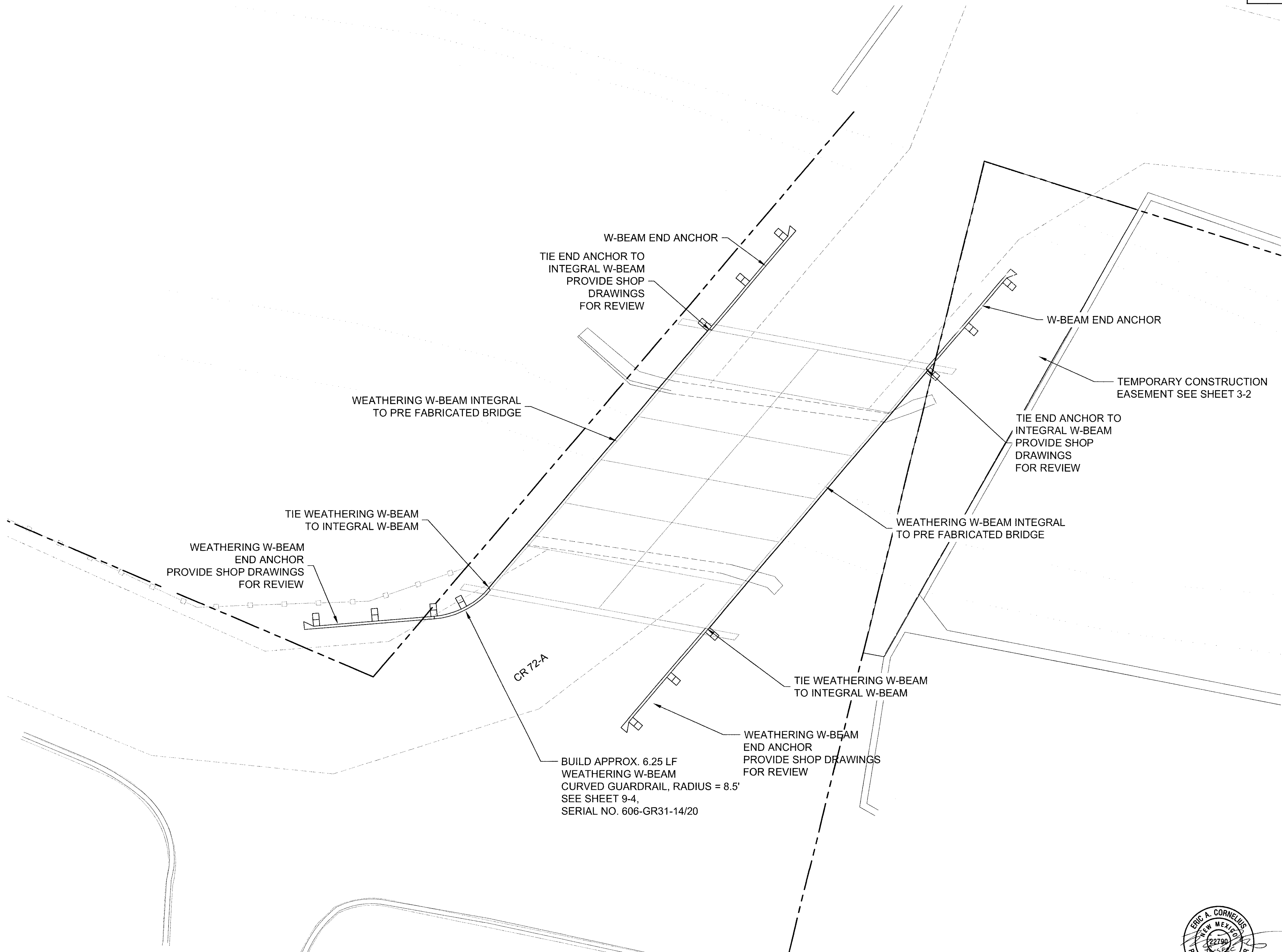
NOTES:

1. UNLESS OTHERWISE NOTED, ALL SIGNING AND STRIPING SHALL CONFORM TO CURRENT M.U.T.C.D. SPECIFICATIONS.
2. ALL SIGN FACE SHEETING SHALL CONFORM TO THE N.M.D.O.T. SIGNING AND STRIPING MANUAL, SECTIONS 2.1.9, 2.1.10 & 2.1.11
3. ALL PANEL SIGNS, NEW OR REUSED, TO BE INSTALLED WITH PROPER "TELSPAR" BRAND POST AND BREAK AWAY BASE AND TO BE MINIMUM 7' HIGH FROM BOTTOM OF LOWEST SIGN.
4. ALL SIGNS MUST BE INSTALLED ON TELSPAR POST ASSEMBLIES USING APPROPRIATE RIVET ANCHOR HARDWARE.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGED SIGNS. ALL SIGNS MUST BE STORED WHERE THEY ARE NOT DAMAGED.
6. SEE GUARD RAIL DESIGN SHEET 8-2 FOR ADDITIONAL INFORMATION.

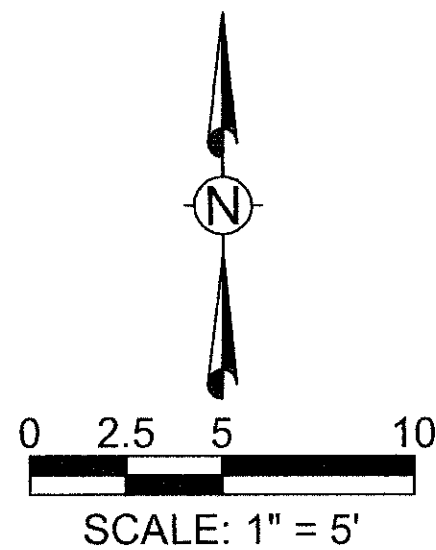
PERMANENT SIGNING AND STRIPING PLAN  
SCALE: 1" = 10'



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REVISIONS (OR CHANGE NOTICES)			
<div><p>SANTA FE COUNTY ROAD 72-A PROJECT NUMBER: 6217</p><p>PERMANENT SIGNING AND STRIPING PLAN</p></div>			
DATE: AUGUST 2018		SCALE: 1" = 10'	SHEET: 8-1



GUARD RAIL LAYOUT  
SCALE: 1" = 5'



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NO.	DESCRIPTION	DATE	BY

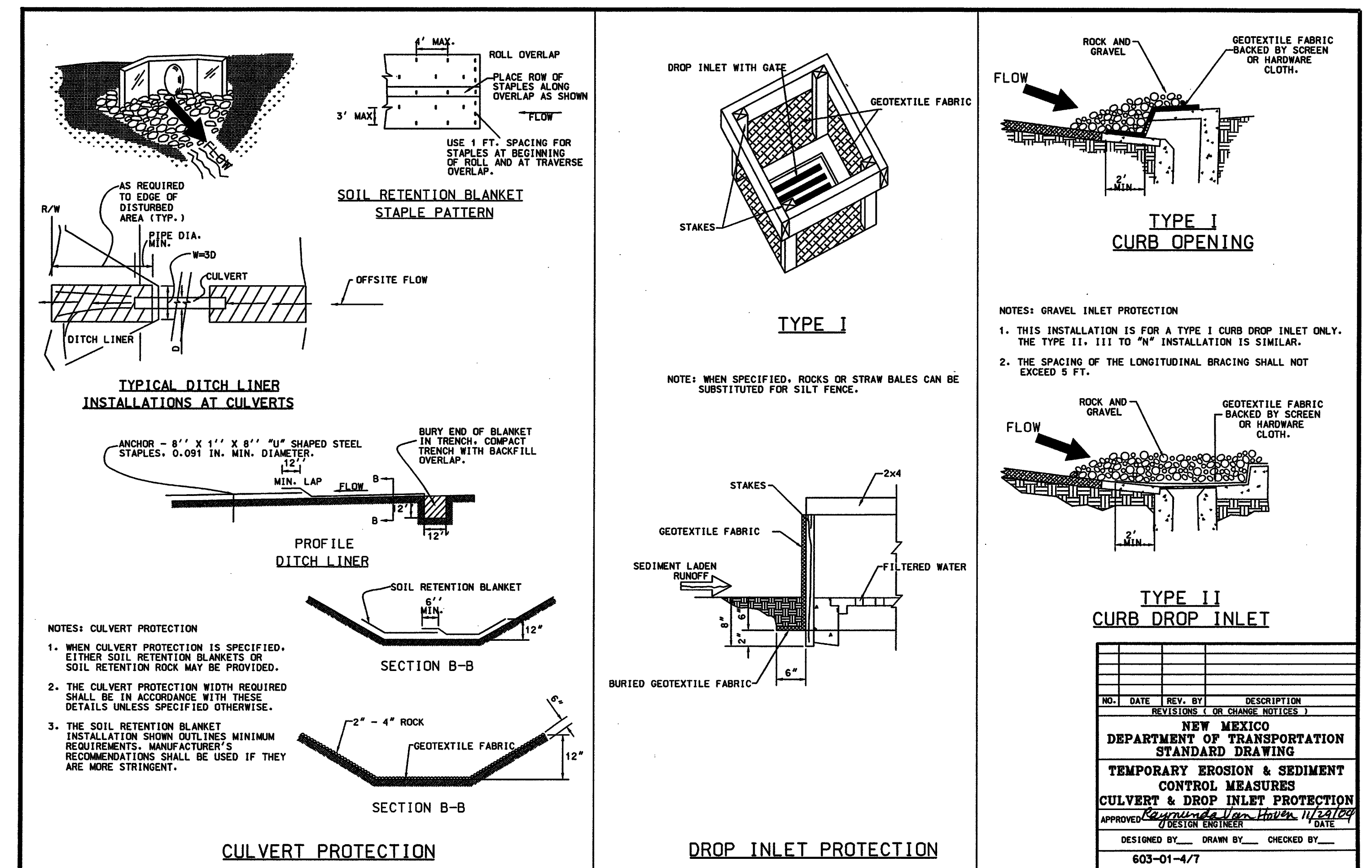
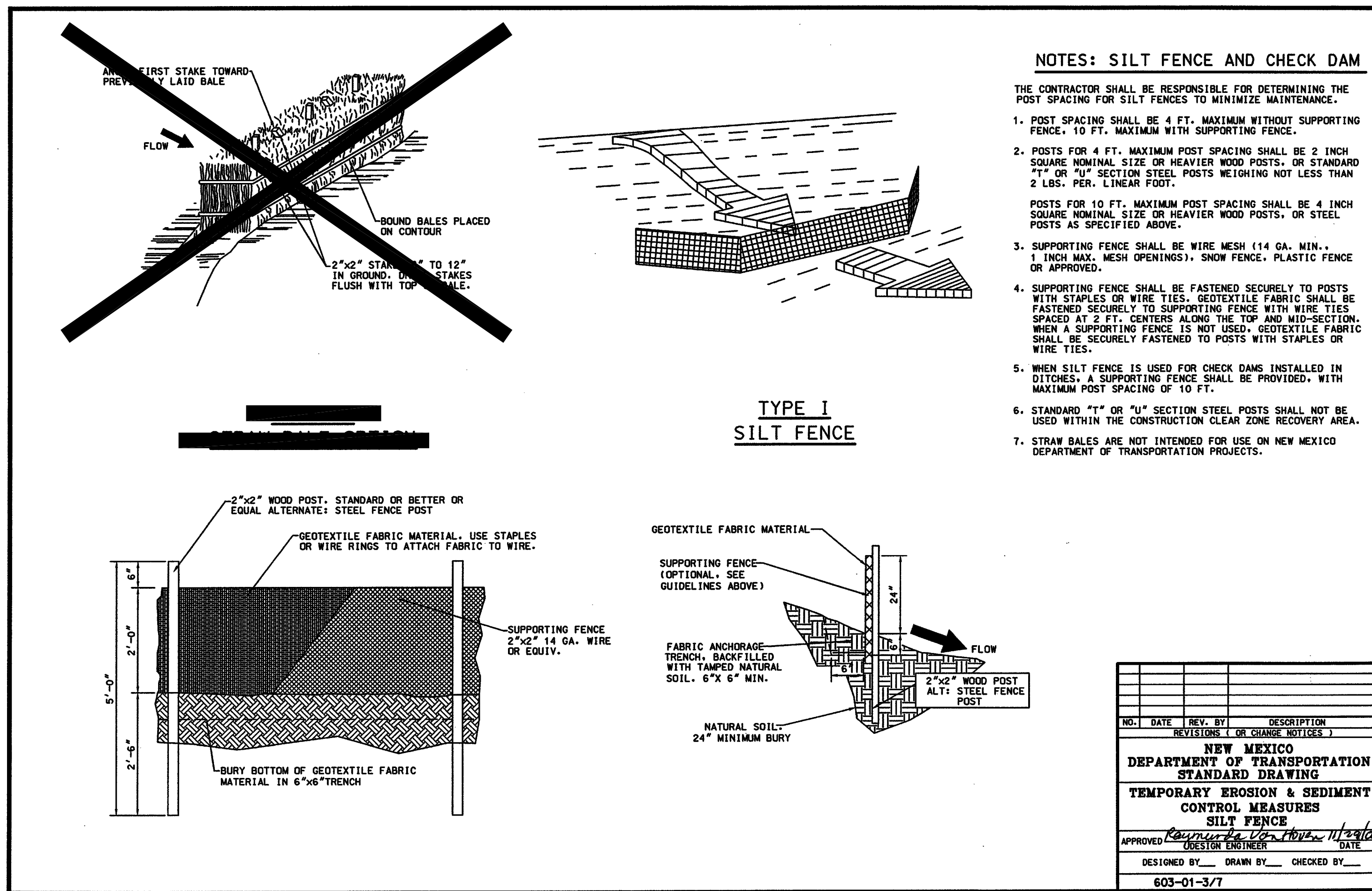
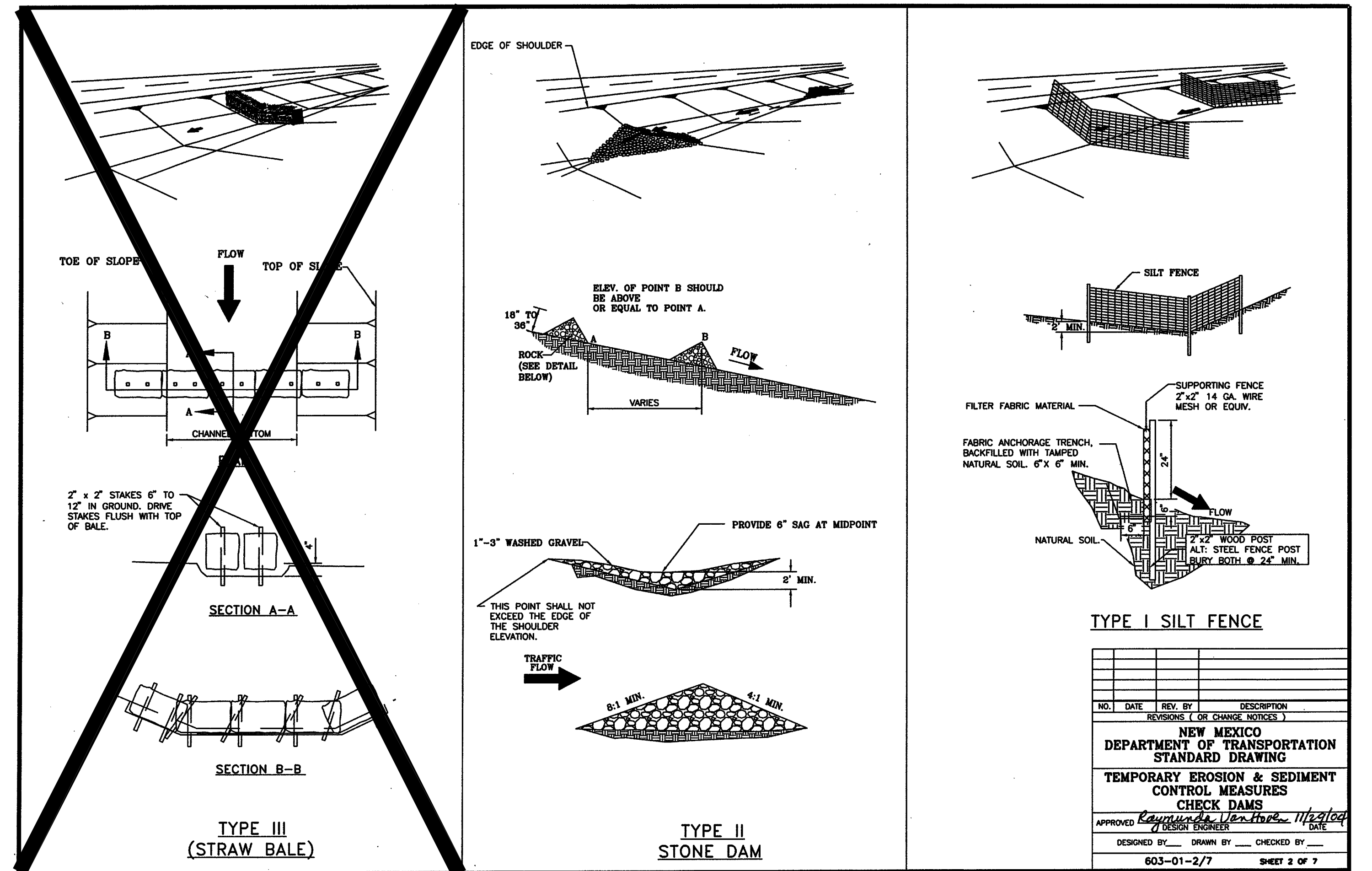
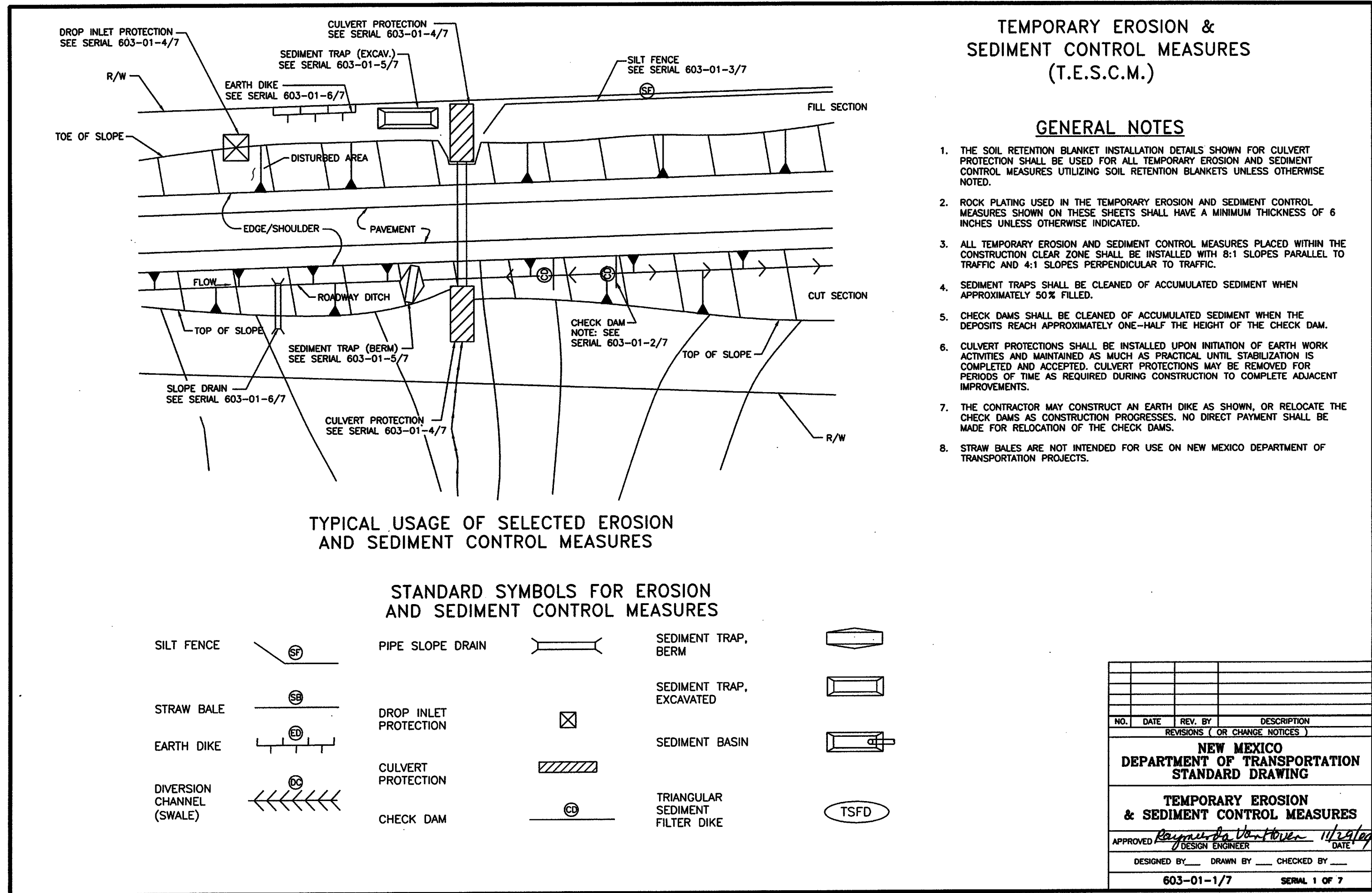
REVISIONS (OR CHANGE NOTICES)



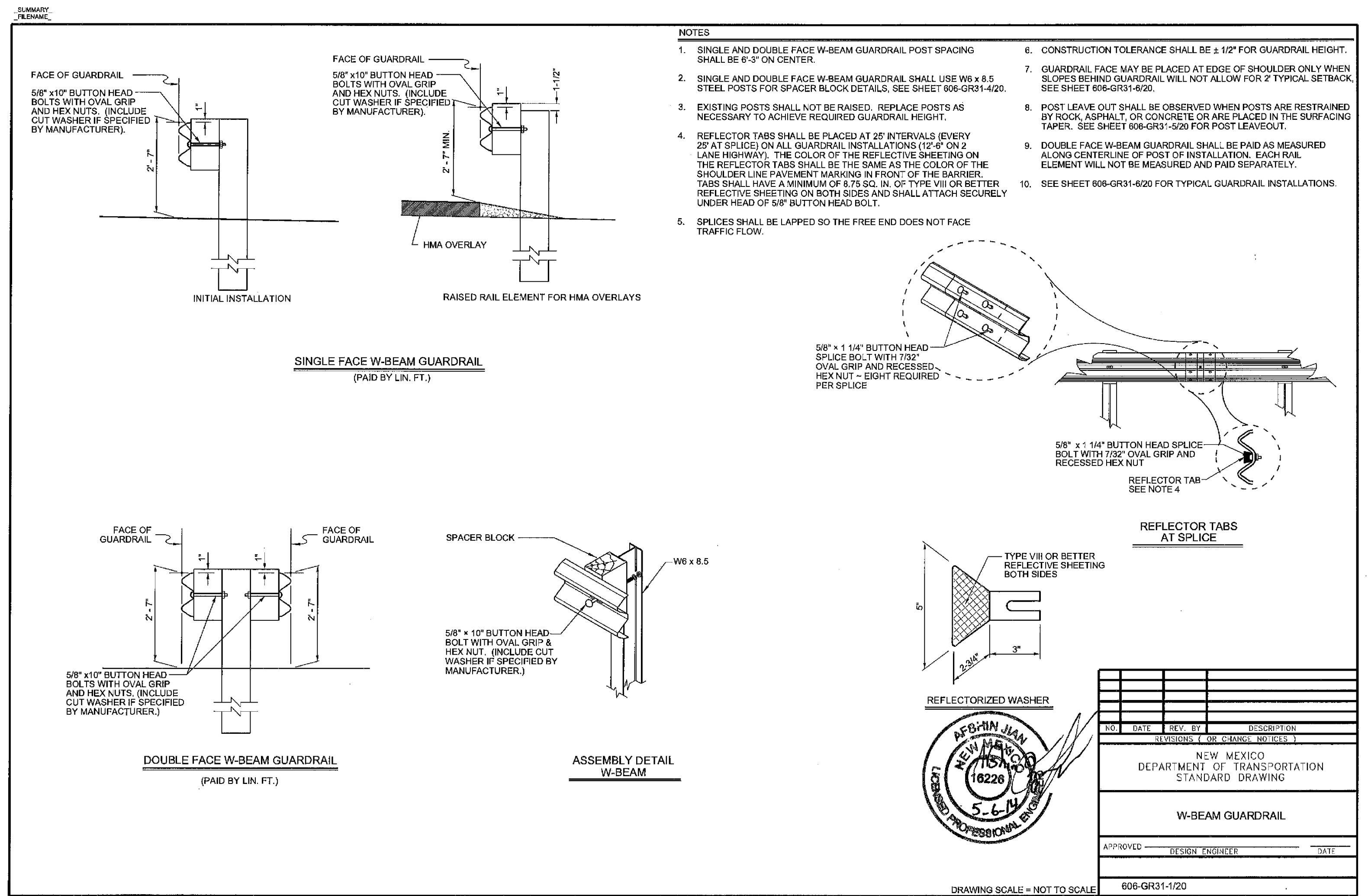
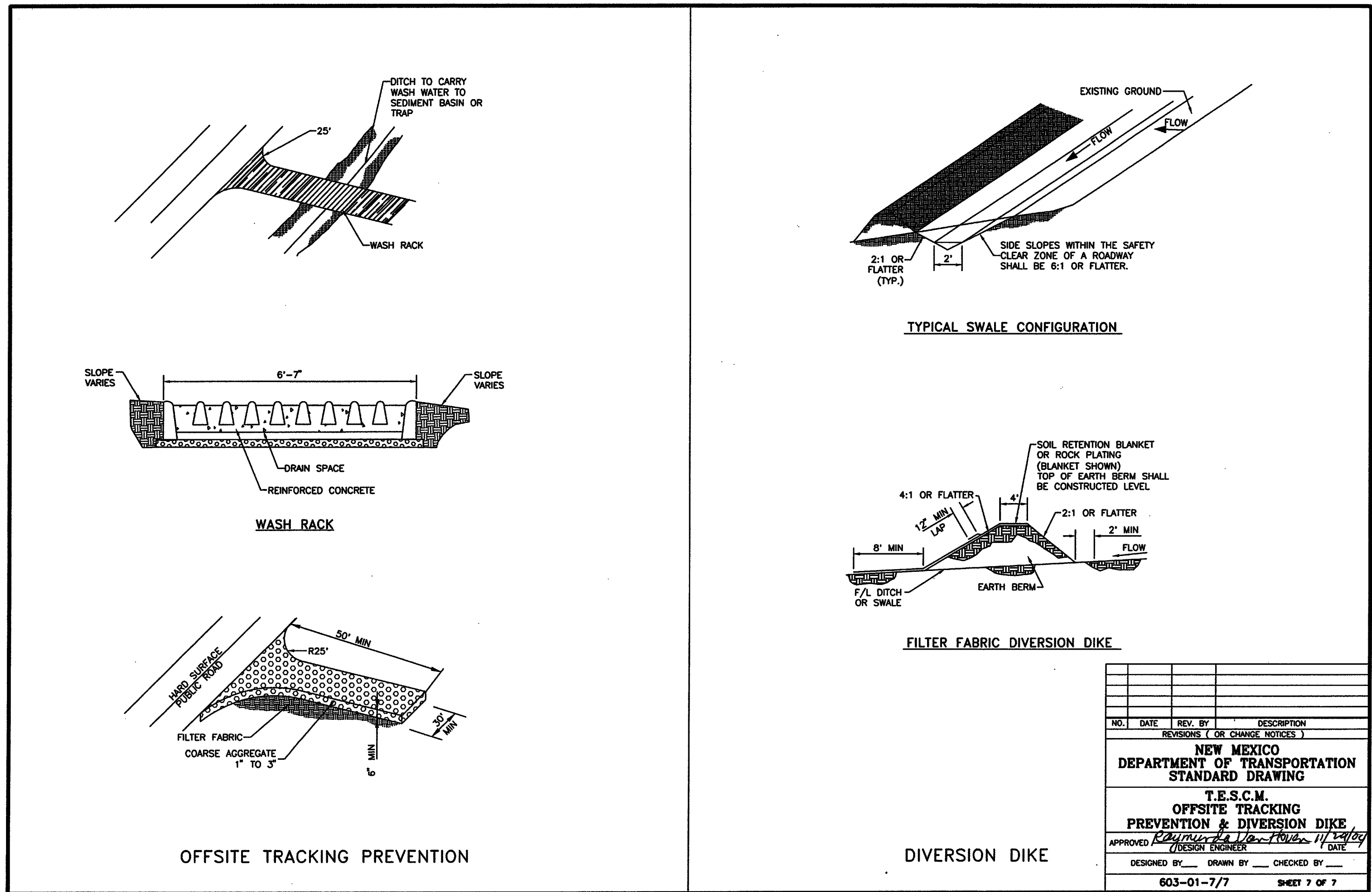
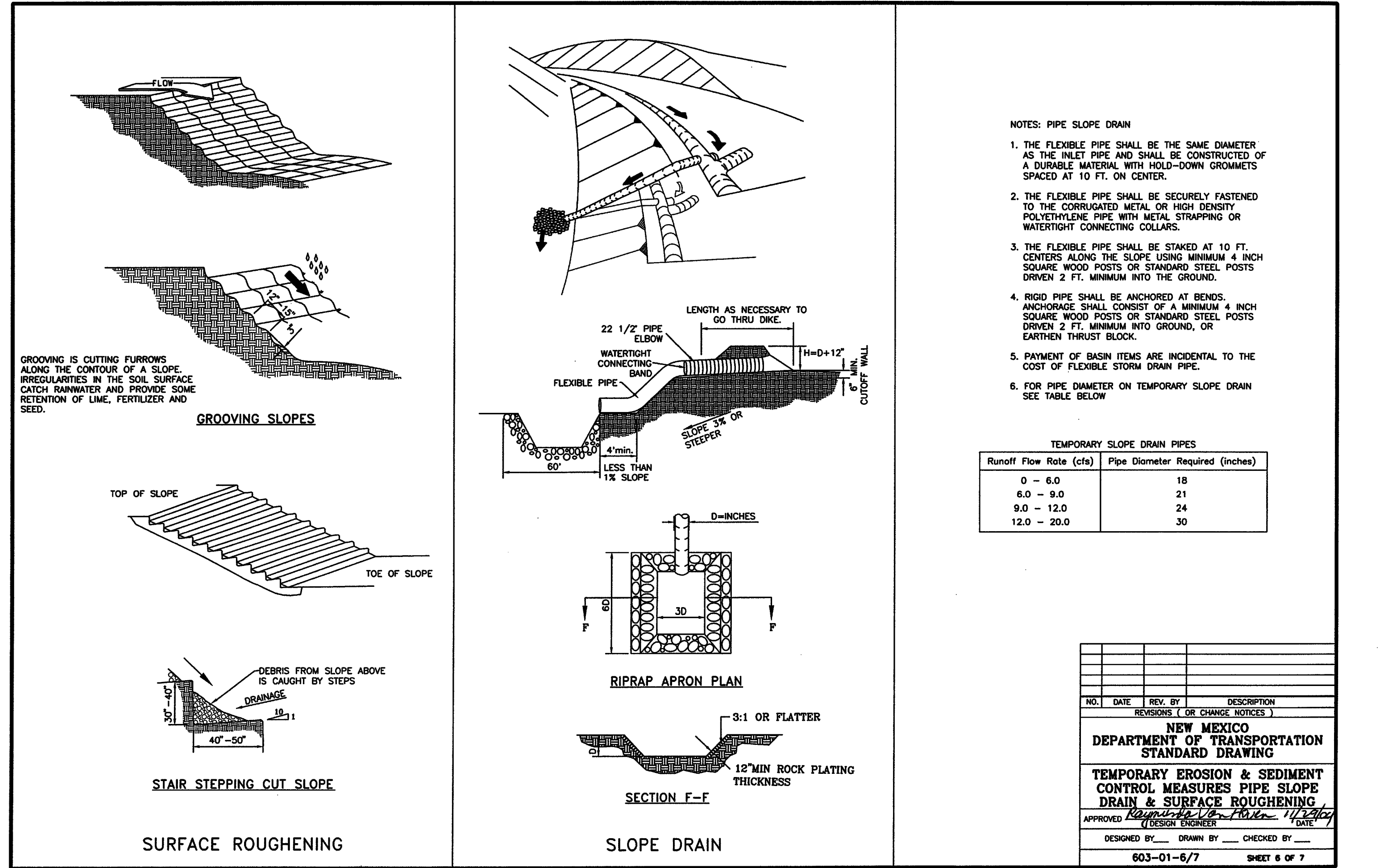
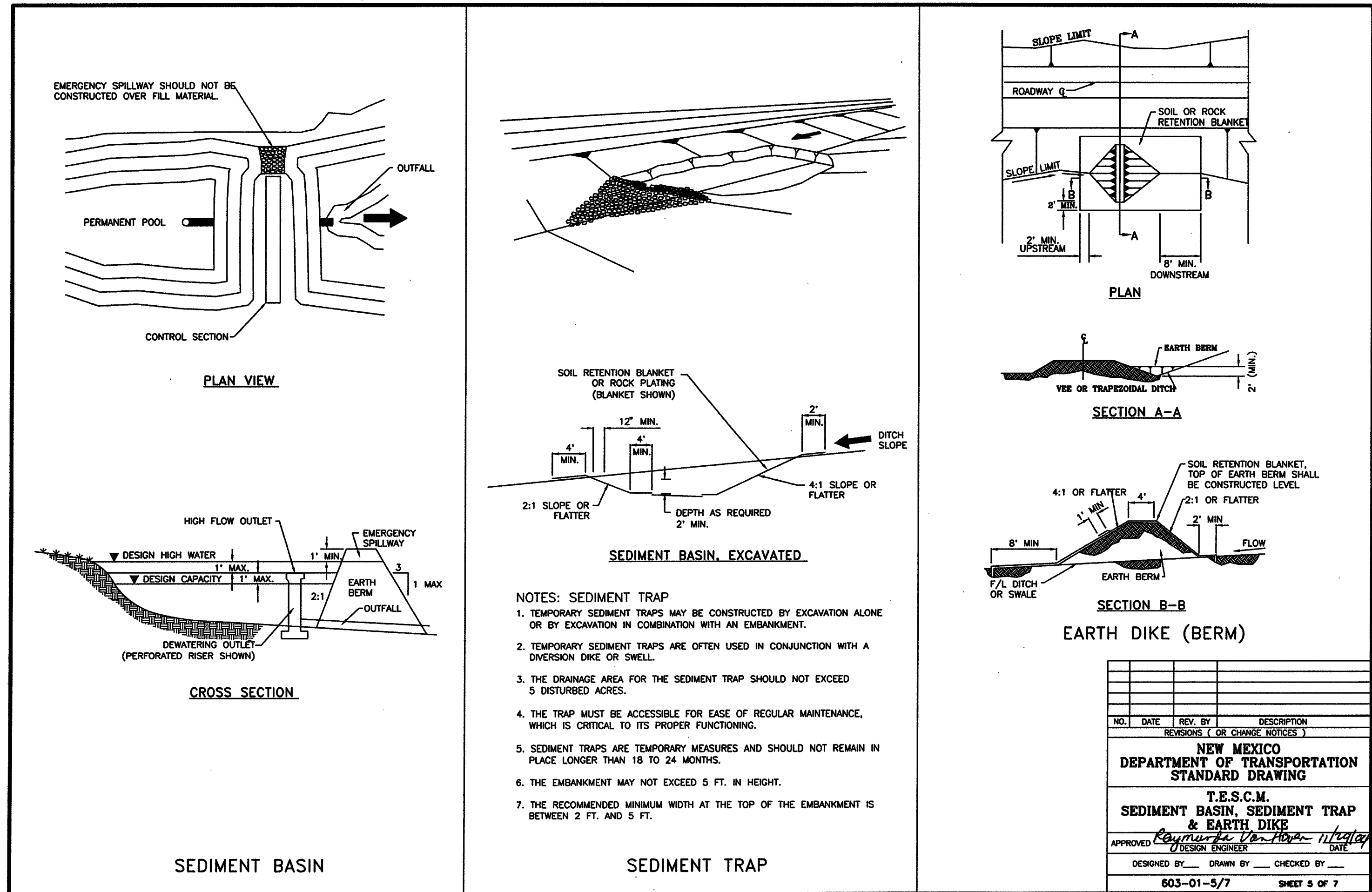
SANTA FE COUNTY ROAD 72-A  
PROJECT NUMBER: 6217

GUARD RAIL LAYOUT

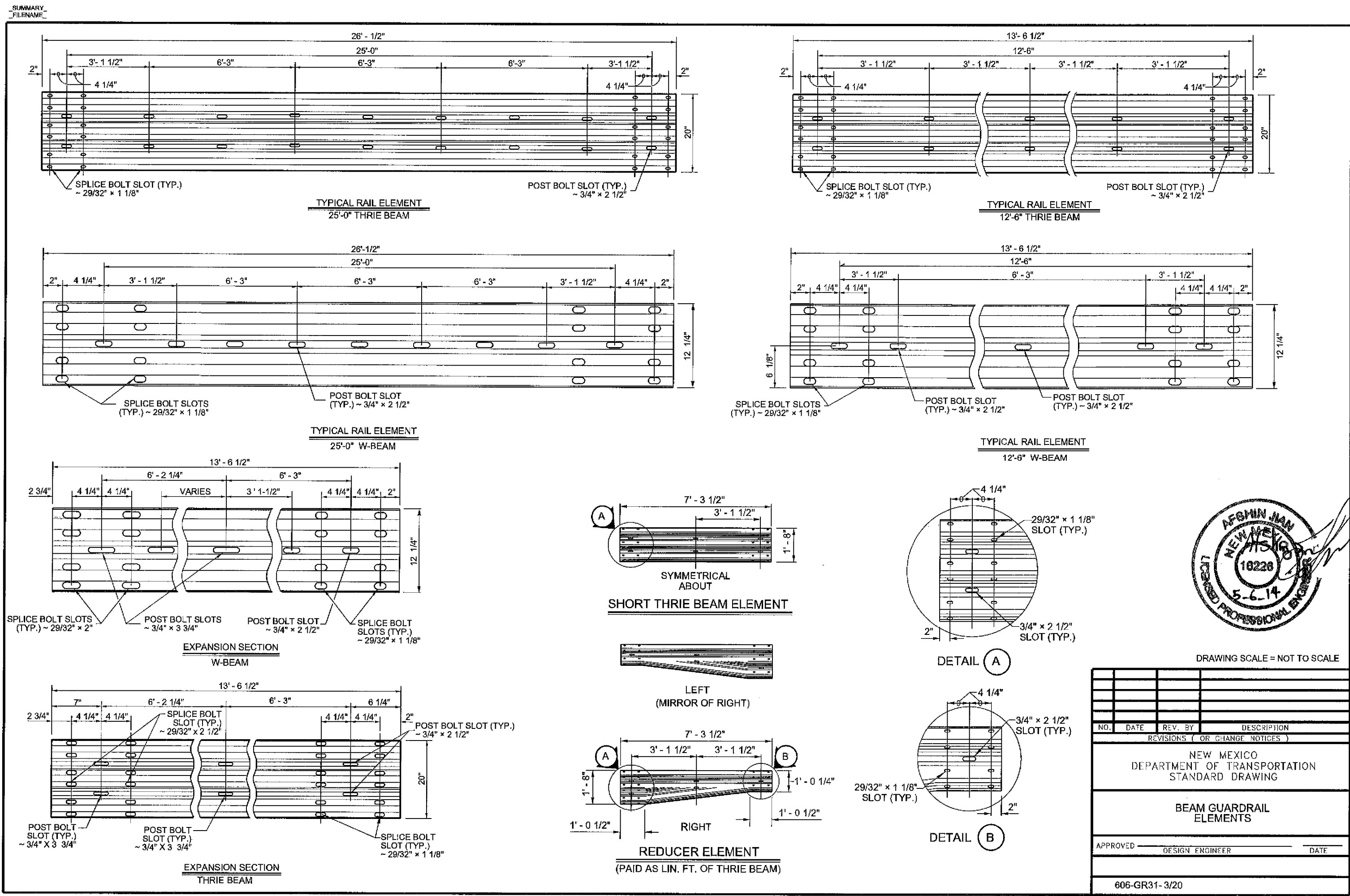




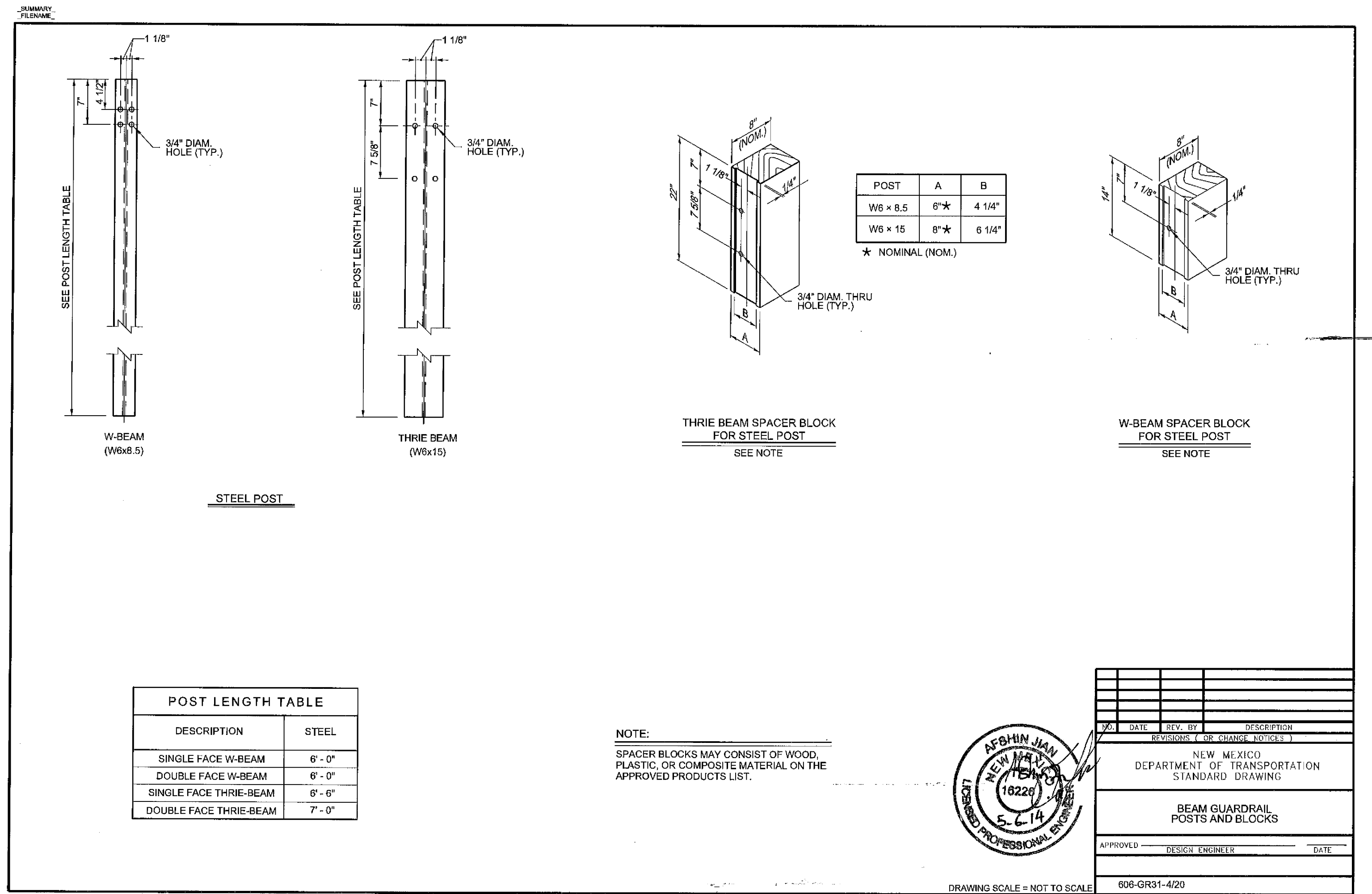




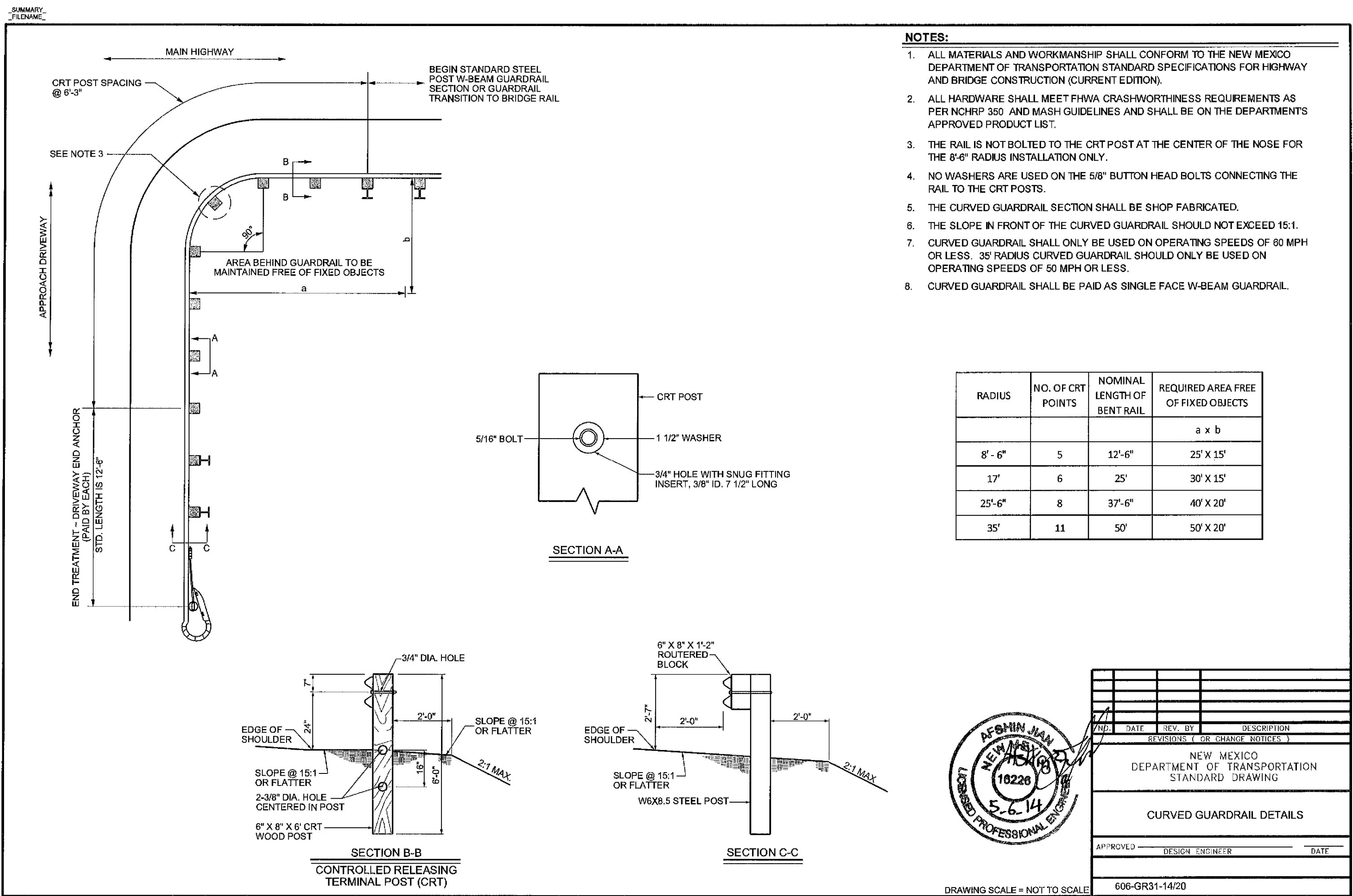




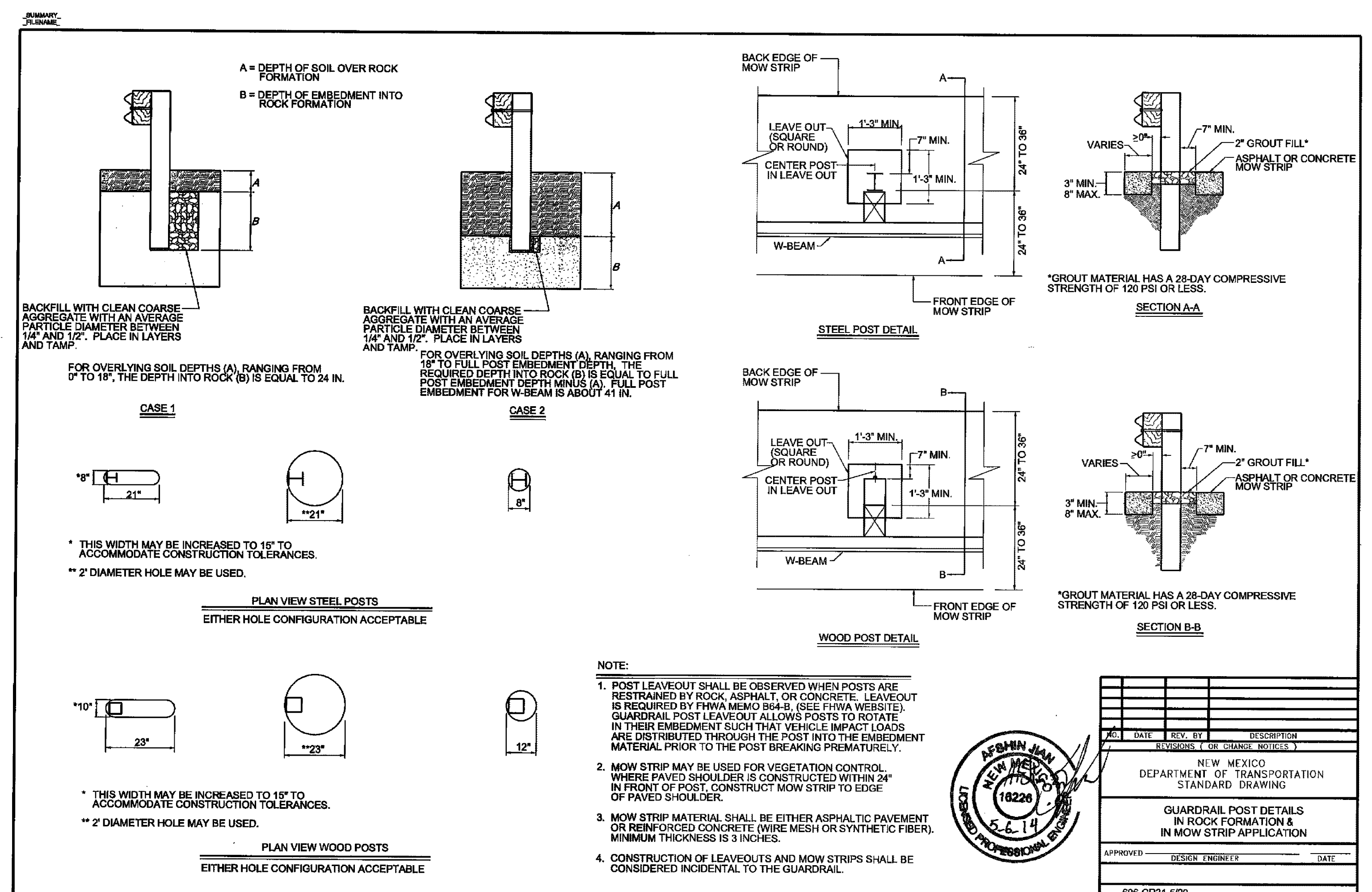
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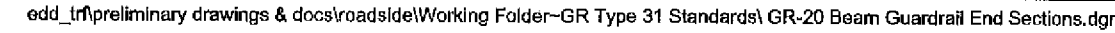
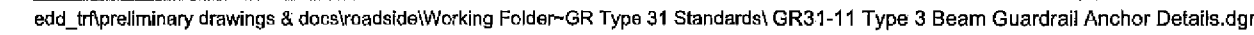
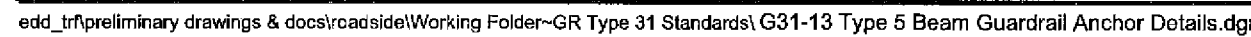
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## APPENDIX F

### N.M. WAGE DETERMINATION



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)

## 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) is 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 Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice 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**

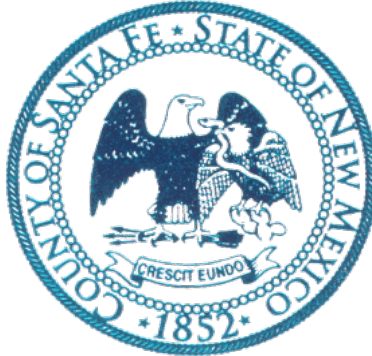
Effective January 1, 2018

Trade Classification	Base Rate	Fringe Rate
Bricklayer/Blocklayer/Stonemason	23.52	8.84
Carpenter/Lather	24.00	9.97
Cement Mason	17.42	6.35
Ironworker	26.50	15.30
Painter (Brush/Roller/Spray)	16.75	6.28
Plumber/Pipefitter	28.95	12.23
<b>Electricians (outside)</b>		
Groundman	22.36	11.56
Equipment Operator	32.08	14.09
Lineman/Wireman or Tech	37.75	15.57
Cable Splicer	41.53	16.56
<b>Laborers</b>		
Group I	11.96	5.55
Group II	12.26	5.55
Group III	12.66	5.55
<b>Operators</b>		
Group I	16.94	6.33
Group II	17.69	6.33
Group III	17.80	6.33
Group IV	17.88	6.33
Group V	18.00	6.33
Group VI	18.14	6.33
Group VII	18.52	6.33
Group VIII	18.75	6.33
Group IX	25.70	6.33
Group X	28.60	6.33
<b>Truck Drivers</b>		
Group I	16.00	7.17
Group II	16.00	7.17
Group III	16.00	7.17
Group IV	16.00	7.17

**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 G**  
SAMPLE CONSTRUCTION AGREEMENT

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



**SANTA FE COUNTY  
ADMINISTRATIVE SERVICES DEPARTMENT  
PURCHASING DIVISION  
2014 EDITION**

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

Hereafter "County":

Katherine Miller, County Manager  
Santa Fe County  
PO Box 276  
Santa Fe, New Mexico 87504-0276  
TELEPHONE: 505-986-6200  
FAX: 505-995-2740

Hereafter "Contractor":

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

**ENGINEER**

NAME: Santa Fe Engineering Consultants, LLC.  
Attention: Michael Gomez  
ADDRESS: 1599 St. Francis Dr. Ste B  
Santa Fe, New Mexico 87505  
TELEPHONE: (505) 992-2845

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## RECITALS

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

**WHEREAS**, the Contractor submitted its bid, dated \_\_\_\_\_ in response to IFB No. \_\_\_\_\_; and

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

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

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

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

## ARTICLE 1 THE CONTRACT DOCUMENTS

### 1.1 DOCUMENTS

The contract documents consist of the following:

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

### 1.2 CERTIFICATES AND DOCUMENTATION

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

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



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

Exhibit G  
Exhibit H  
Exhibit I  
Exhibit J

## **ARTICLE 2 THE WORK**

### **2.1 THE WORK**

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

Insert description of work

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

### **3.1 EFFECTIVE DATE**

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

### **3.2 TIME OF COMMENCEMENT**

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

### **3.3 SUBSTANTIAL COMPLETION**

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

### **3.4 TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

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

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

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

### 3.5 AMENDMENTS

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

## ARTICLE 4 CONTRACT SUM

### 4.1 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>	\$	, exclusive of NM grt

## ARTICLE 5 PROGRESS PAYMENTS

### 5.1 PROGRESS PAYMENTS

Based upon an Application for Payment submitted to the County by the Contractor and Certificates for Payment issued by the County, the County shall make progress payments on account of the

Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

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

discharged, or waived. If the Contractor fails so to do, then the County may, after having served written notice on the said Contractor, either pay unpaid bills, of which the County has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the County to either the Contractor or its Surety. In paying any unpaid bills of the Contractor, the County shall be deemed the agent of the Contractor, and any payment so made by the County shall be considered as a payment made under the contract by the County to the Contractor and the County shall not be liable to the Contractor for any such payments made in good faith.

## **ARTICLE 6 FINAL PAYMENT**

### **6.1 FINAL PAYMENT**

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

### **6.2 ACCEPTANCE OF FINAL PAYMENT CONTITUTES RELEASE**

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

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

**SANTA FE COUNTY**

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

**ATTESTATION**

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

Approved as to form:

\_\_\_\_\_  
Gregory S. Shaffer  
Santa Fe County Attorney

\_\_\_\_\_  
Date

Finance Department:

\_\_\_\_\_  
Don D. Moya  
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 *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/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.
- 1.3 *Calendar Day*** Each and every Day shown on the calendar, beginning and ending at midnight.
- 1.4 *Contract Period*** The elapsed number of working days or calendar days from the specified date of commencing work to the specified date of completion, as specified in the contract.
- 1.5 *Contractor*** is a person, firm or corporation with whom the contract is entered into with the County.
- 1.6 *Construction Documents*** All drawings, specifications and addenda associated with a specific construction project.
- 1.7 *Construction Schedule*** A schedule in form satisfactory to the County, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule.
- 1.8 *Day*** The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- 1.9 *Labor and Material Payment Bond*** A written form of security from a surety (bonding) company to the County, on behalf of an acceptable prime Contractor or subcontractor,

guaranteeing payment to the County in the event the Contractor fails to pay for all labor, materials, equipment, or services in accordance with the contract. (see Performance Bond and Surety Bond).

- 1.10 *Lump Sum Agreement (See Stipulated Sum Agreement)***
- 1.11 *Lump Sum Bid*** A single entry amount to cover all labor, equipment, materials, services, and overhead and profit for completing the construction of a variety of unspecified items of work without the benefit of a cost breakdown.
- 1.12 *Lump Sum Contract*** A written contract between the County and Contractor wherein the County agrees to pay the contractor a specified sum of money for completing a scope of work consisting of a variety of unspecified items or work.
- 1.13 *Payment Bond*** A written form of security from a surety company to the County, on behalf of an acceptable prime contractor or subcontractor, guaranteeing payment to all persons providing labor, materials, equipment, or services in accordance with the contract.
- 1.14 *Performance Bond*** A written form of security from a surety company to the County, on behalf of an acceptable prime contractor or subcontractor, guaranteeing the completion of the work in accordance with the terms of the contract.
- 1.15 *Progress Payment*** A payment from the County to the Contractor determined by calculating the difference between the completed work and materials stored and a predetermined schedule of values or unit costs. (see Schedule of Values, Unit Costs).
- 1.16 *Progress Schedule*** A pictorial or written schedule (including a graph or diagram) that shows proposed and actual start and completion dates of the various work elements.
- 1.17 *Punch list*** a list of items to be completed or corrected, prepared by the 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.
- 1.18 *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.
- 1.19 *Services*** Includes services performed, workmanship, and material furnished or utilized in the performance of services.
- 1.20 *Stipulated Sum Agreement*** A written agreement in which a specific amount is set forth as the total payment for completing the contract (See Lump Sum Contract).



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

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

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

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

- 3.1** The plans, specifications and addenda, hereinafter enumerated in Article 1 of the Agreement

Between County and Contractor for Construction shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretation of the provisions to which they refer.

- 3.2** Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Agreement shall be attached to this Agreement at the time of execution, and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

#### **4. CONTRACT SECURITY – BONDS**

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

#### **5. TERMS AND MEANINGS**

Terms used in this Agreement that are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

- 5.1** Words and Phrases. Words, phrases, and abbreviations which have well-known technical or trade meanings used in the Contract Documents shall be used according to such recognized meanings. In the event of a conflict, the more stringent meaning shall govern.

- 5.2** Gender, Singular/Plural. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.
- 5.3** Captions and Section Headings. The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope and conditions of this Agreement.
- 5.4** Interchangeable Terms. For purposes of all provisions within this Agreement and all attachments hereto, the terms “Agreement” and “Contract” shall have the same meaning and shall be interchangeable.

## **6. COMPLIANCE WITH APPLICABLE LAW, CHOICE OF LAW**

- 6.1** This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of New Mexico and applicable ordinances of Santa Fe County.
- 6.2** In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations, including Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).
- 6.3** Minimum Wage Rates. The Contractor, all subcontractors and sub-subcontractors warrants and agree to will comply with all applicable provisions of the New Mexico Public Works Minimum Wage Act as outlined in the Bid Documents. Wage rates are not applicable to projects costing less than \$60,000.
- 6.4** This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be federal and state district courts of New Mexico.
- 6.5** Pursuant to 13-1-191, NMSA 1978, reference is hereby made to the criminal laws of New Mexico, including §30-14-1, §30-24-2, and §30-41-1 through 3 NMSA 1978, which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code, 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation.
- 6.6** New Mexico Tort Claims Act. By entering into this Agreement, neither party shall be responsible for liability incurred as a result of the other party’s acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et Seq. NMSA 1978, as amended. The County and its “public employees” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

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

## **7. EFFECTIVE DATE AND TERM**

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

## **8. TERMINATION**

- 8.1** Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective 30 days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within 30 days, the breaching party shall have a reasonable time to cure the breach, provided that, within 30 days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.
- 8.2** Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than 15 days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.
- 8.3** Right of the County to Terminate Contract In the event that any of the provisions of this contract are violated by the Contractor, or by any of its subcontractors, the County may serve written notice upon the Contractor and the Surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten days after the serving of such notice upon the Contractor, such violation or delay

shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten days, cease and terminate. In the event of any such termination, the County shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the contract. Provided, however, that if the Surety does not commence performance thereof within ten days from the date of the mailing to such Surety of notice of termination, the County may take over the work and prosecute the same to completion by contract or by force account and at the expense of the Contractor and the Contractor and its Surety shall be liable to the County for any excess cost occasioned the County thereby, and in such event the County may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

## **9. APPROPRIATIONS AND AUTHORIZATIONS**

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

## **10. AMENDMENTS – CHANGE ORDERS**

Contract Documents may be amended by a Change Order, hereto attached as Exhibit 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 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 days after the County or the Contractor has presented its request, that party may consider itself aggrieved and may proceed to exercise its rights.
- 12.2** A settlement agreement signed by the County and the Contractor shall supersede and cancel any other dispute resolution proceedings regarding the same matter.
- 12.3** Unless work is stopped or payment withheld in accordance with the conditions of the Contract, or unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any dispute resolution proceedings, and the Owner shall continue to make payments to the Contractor in accordance with the Contract Documents.

## **13. DISPUTE RESOLUTION**

- 13.1** Either County or Contractor may request mediation pursuant to the New Mexico Public Works Mediation Act, 13-4C-1 NMSA 1978, of any claim before such decision become final and binding. The request for mediation shall be submitted in writing to the other party. Timely submission of the request shall stay the effect of Paragraph 12.1.
- 13.2** County and Contractor shall participate in the mediation process in good faith. The process shall be completed within 60 days of filing of the request. The mediation shall be governed by the rules for mediation pursuant to the New Mexico Public Works Mediation Act.
- 13.3** If the dispute is not resolved by mediation, the dispute shall be resolved through litigation in the district court. The parties agree that the exclusive forum for such litigation shall be the State of New Mexico District Court for the First Judicial District at Santa Fe, New Mexico. Contractor irrevocably consents to the jurisdiction of said Court and agrees to accept service of a summons and complaint by mail or commercial courier service in accordance with Rule

1-004(E) (3) NMRA.

## **14. INSURANCE**

- 14.1** The Contractor shall not commence work under this contract until they have obtained all the insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on its subcontract until the insurance required of the subcontractor has been so obtained and approved.
- 14.2** Proof of Carriage of Insurance. The Contractor shall furnish the County with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions".
- 14.3** General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- 14.4** General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The Santa Fe County shall be a named additional insured on the policy.
- 14.5** Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall require each of its subcontractors to procure and to maintain during the life of its subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in 14.4 above.
- 14.6** Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act, 52-1-1 to 52-1-70 NMSA 1978. The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance as required by applicable State law for all of its employees to be engaged in work at the site of the project under this Contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation law, the Contractor shall provide and shall

cause each subcontractor to provide adequate employer's liability insurance for the protection of such of its employees as are not otherwise protected.

- 14.7** Scope of Insurance and Special Hazards. The insurance 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

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 \_\_\_\_\_, 20\_\_, 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 \_\_\_\_\_, 2017.

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

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

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

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

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

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

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

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

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

# EXHIBIT 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 \_\_\_\_\_, 2017, 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 \_\_\_\_\_, 2017.

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

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

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

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

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

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

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

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

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

## EXHIBIT 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], 2017, unless modified by Change Order.

It is essential that you make reference to the above-stated project number on all documents sent to the 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 <input type="text"/> days.	
The date of Substantial Completion as of the date of this Change Order therefore is: <input type="text"/>	

**CHANGE ORDER SIGNATURE PAGE**

**APPROVED**

**SANTA FE COUNTY**

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

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

Approved as to form:

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

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

Gregory S. Shaffer  
County Attorney

Finance Department:

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

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

Carole H. Jaramillo  
Finance Director

**CONTRACTOR**

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

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

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

**ARCHITECT/ENGINEER**

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

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

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

## 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):

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---

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)