

**SANTA FE COUNTY
PUBLIC WORKS DEPARTMENT**

INVITATION FOR BIDS



IFB NO. 2025-0224-PW/DK

**ROAD MAINTENANCE &
CONSTRUCTION MATERIALS
MULTIPLE AWARD**

March 2025

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ADVERTISEMENT

**ROAD MAINTENANCE & CONSTRUCTION MATERIALS
IFB No. 2025-0224-PW/DK**

The Santa Fe County Public Works Department is requesting bids for the purpose of procuring Road Maintenance & Construction Materials for use by Santa Fe County. Santa Fe County intends to award a multiple source price agreement pursuant to Section 13-1-153 NMSA 1978. 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 will 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 Tuesday, April 29, 2025, at the Santa Fe County, Purchasing Division located at 102 Grant Avenue, 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.

There will be no pre-bid conference. If you have any questions concerning this IFB, please email Dani Koussa, Procurement Specialist Senior at dkoussa@santafecountynm.gov no later than **Tuesday, April 8, 2025.** An addendum will be issued on **Tuesday, April 15, 2025,** to those who submit an Acknowledgement of Receipt Form.

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

Information for Invitation for Bid documents will be available by visiting the Santa Fe County website at <https://www.santafecountynm.gov/finance/purchasing-division/current-bid-solicitations> or by contacting Dani Koussa, Santa Fe County Purchasing or by telephone at (505) 986-6370 or email at dkoussa@santafecountynm.gov.

BIDS RECEIVED AFTER THE DATE AND TIME SPECIFIED ABOVE WILL NOT BE CONSIDERED AND WILL BE REJECTED BY SANTA FE COUNTY.

Santa Fe County Manager's Office
Published: March 16th & 17th, 2025

BID INSTRUCTIONS

1. All bids will be submitted on the Santa Fe County “Invitation For Bids” forms provided herein.
2. All bids must be received no later than **2:00 PM on Tuesday, April 29, 2025** at the Santa Fe County Purchasing Division, 102 Grant Avenue (First Floor), Santa Fe, NM 87501.

Mailing Address:

Santa Fe County Purchasing Division
Attn: Dani Koussa
PO Box 276
Santa Fe, NM 87504-0276

Hand Delivery or by Courier:

Santa Fe County Purchasing Division
Attn: Dani Koussa
102 Grant Avenue, 1st Floor
Santa Fe, NM 87501

3. Bids must be submitted in a sealed envelope or container and be clearly marked with the words: **Sealed Bid Enclosed, IFB No. 2025-0224-PW/DK**. Bids that are not submitted in a sealed envelope or container will not be accepted.
4. Filing time marked or stamped on the sealed envelope or container by the Santa Fe County Purchasing Division will be the official time of receipt of the bid.
5. All bids will remain sealed until the date and time specified in the “Advertisement” on Page 3 of this bid package.
6. To preclude possible errors and/or misinterpretations, bid prices will be affixed in ink legibly written or typed. In case of discrepancy, amounts stated in words shall govern.
7. Acknowledgement of Receipt Form

Interested bidders should hand deliver or return by facsimile, e-mail, by registered or certified mail the "Acknowledgement of Receipt Form" that accompanies this document (See “Appendix A”) to have their organization placed on the procurement distribution list. The form should be legibly completed and signed by an authorized representative of the organization, dated and returned by close of business on Monday, April 13, 2025.

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

8. Campaign Contribution Disclosure Form

Bidders must complete and submit with their bid the Campaign Contribution Disclosure Form, “Appendix B”.

9. Double-sided documents

All submitted bids/proposal documents will be double-sided, pursuant to Santa Fe County Resolution 2013-7, Adopting Sustainable Resources Management Principles, Section 2.A. Waste Reduction and Reuse... “all documents are to be double-sided, including those that are generated by outside entities using County funds and by consultants and contractors doing business with the County”.

THIS SECTION INTENTIONALLY LEFT BLANK

GENERAL TERMS & CONDITIONS

The Santa Fe County Public Works Department is requesting bids for the purpose of procuring Road Maintenance & Construction Materials for use by Santa Fe County Departments. Pursuant to the Procurement Code, Sections 13.1-153 and 13-1-154, Santa Fe County reserves the right to issue a “Multiple Source Award” to obtain the items or services listed. Multiple awards are recommended to ensure availability and/or timely delivery.

1. **Bid Modification and Withdrawal:** After bid opening, no modifications of bids will be permitted. A Bidder alleging a material mistake of fact after the opening of bids may be permitted to withdraw its bid upon written request prior to contract award. Bids may be withdrawn upon receipt of written request prior to the scheduled bid opening for the purposes of correction and/or change. Such modifications will be properly identified and signed or initialed by the Bidders authorized representative or agent. Resubmission of the modified bid must be received within the specified time of bid opening in order to be considered.
2. **Method of Award, if applicable:** Santa Fe County reserves the right to award a “Multiple Source Award” pursuant to Section 13-1-153 NMSA 1978, to the bidder(s) submitting the lowest responsive bid(s) meeting or exceeding specifications and terms and conditions for those items.
3. **Notification of Award:** The successful Bidder(s) will be notified in writing within five (5) working days of contract award. The successful Bidder(s) will be issued subsequent purchase order(s) for goods and/or services as predicated by the Scope of Work, Specifications or supplemental agreement, if applicable, prepared by Santa Fe County.
4. **Delivery:** Time is of the essence for purposes of this solicitation. All damages resulting from late delivery of goods or services will be the responsibility of the bidder.

All items bid or services are to be delivered F.O.B. Santa Fe County, at a site to be determined by the County at the time a purchase order is released, except specifically set forth herein. In the event of failure of the bidder to deliver in accordance with this requirement, the bidder will be liable to the County for late delivery liquidated damages in the amount of \$100.00 each day the materials and services are delivered late.

At the option of the County Purchasing Manager, the County may invoke the default provisions of the contract for late performance in addition to the liquidated damages referred to above.

5. **Payment Terms:** Santa Fe County has a period of net thirty (30) days from acceptance of goods or services to pay the contractor.
6. **Applicable Taxes:** Bid prices offered by interested bidders are not to include applicable taxes. The County agrees to pay all applicable taxes where required. Santa Fe County is exempt from paying taxes on supplies and goods. The awarded bidder may request a non-taxable transaction certificate (NTTC) from the Purchasing Division.

7. **Estimated Quantities:** All bidders understand that any quantities stated in this IFB are estimated quantities and those actual quantities may vary. Santa Fe County assumes no liability in the event actual requirements do not equal the stated estimated quantities. Actual purchases by the County for materials and/or services stated in this IFB are contingent upon appropriated funding.
8. **Inspection and Acceptance:** Final inspection and acceptance of materials will be made by the County at the point of delivery. Non-conforming materials will be rejected by the County and will be removed by the bidder at its own risk and expense promptly upon notification of the non-conformance.
9. **Warranties:** The bidder agrees that the goods and/or services furnished under this IFB will be covered by most favored commercial warranties the bidder gives to any customer for such goods and/or services and that the rights and remedies provided herein will extend to the County and are in addition to and do not limit any rights afforded to the County by any other clause in any resulting order. The bidder agrees not to disclaim warranties of fitness for a particular purpose and warranty of merchantability.
10. **Invoice Requirements:** Contractor invoices shall be submitted in triplicate duly certified. All invoices must include the Invoice Number, Purchase Order (PO) number, name of the County Road, and project number. In some instances, there may be more than one PO and road associated with a single order and delivery, in these instances all POs and the roads associated with the order need to be located on the Invoice. The supplier of the oil will sample and test performance-graded asphalt binders in accordance with the NMDOT's Standard Practice for Certifying Suppliers of Performance-Graded Asphalt Binders and in accordance with Section 402.2.5 Performance-Graded Asphalt Binder (PGAB) of the Standard Specifications. The supplier of the oil will furnish Santa Fe County with the test certificates at the County's request.
11. **Rights to Cancel:** The County reserves the right to cancel all or any part of any resulting order without cost to the County if the contractor(s) fails to meet material provisions of the order, and except as otherwise provided herein, to hold the contractor(s) liable for any excess costs associated with the contractor's default. The awarded contractor(s) will not be liable for any excess costs if failure to perform is due to causes beyond the control and will not be the fault of negligence of the contractor. Such causes include, but are not restricted to, acts of God, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the County can determine that the goods or services to be supplied by the subcontractor were obtainable from other sources in sufficient time to meet the required delivery schedule. The rights and remedies of the County provided in this paragraph will not be exclusive and are in addition to other rights provided under applicable laws.
12. **Bidders Certification:** In submitting a bid, the bidder certifies that it has not directly or indirectly entered into actions that may restrict open and effective competition for items subject to this IFB by the County.

13. **Compliance with FCRA**: Bidders submitting bids will be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev.1979).
14. **Specifications**: The apparent silence of the specification as to any detail or apparent omission from them of detailed description concerning any point will be regarded as meaning that only the best commercial practice is to prevail and only materials and workmanship of first quality are to be accepted.
15. **Rejection of Bids**: The County reserves the right to reject any and all bids in part or whole, to waive technicalities, make single or multiple awards without discussions with Bidders and to accept the offer it deems to be in the best interest of Santa Fe County, giving due consideration to prices, quality of goods or services, distribution and delivery facilities available and time of delivery.
16. **Interpretation of Bid Specifications**: Technical expertise may be required to provide materials that will conform to all applicable federal, state and local standards and to function as indicated in the specifications. The awarded bidder will be responsible for ensuring that goods and/or services offered meet or exceed the stated criteria.

ANY EXCEPTIONS TO THE ITEM SPECIFICATIONS SHALL BE CLEARLY NOTED AND EXPLAINED IN THE BID RESPONSE OR OFFER.

17. **Interpretation of Meaning**: No interpretation of the meaning of the specifications or other documents will be made to any bidder orally. Each request for interpretations will be in writing to Dani Koussa, Santa Fe County, Purchasing Division at 102 Grant Avenue, First Floor, Santa Fe, NM, 87501, through e-mail at dkoussa@santafecountynm.gov and to be given consideration must be received at least ten (10) working days prior to the date fixed for the receipt of bids.
18. **Communication**: Any contact with any other County staff member other than the Procurement Specialist named in this solicitation may be grounds for rejection of a bid.
19. **IFB Corrections**: Any and all interpretations and supplemental instructions will be in the form of a written addenda to the IFB which, if issued, will be e-mailed and posted on the County web site or other means determined by the County as reasonable, to all prospective bidders prior to the date fixed for the receipt of bids. Failure of any bidder to receive any such addenda or interpretations shall not relieve the bidder from any obligation under its bid as submitted. **All addenda issued shall become part of the contract documents.**
20. **Brand Names and Model Numbers, if applicable**: Specifications in this IFB are not meant to be restrictive, but descriptive. Specifications contained herein reflect the minimum acceptable standards and are not intended to restrict competition. No substitute specifications may be included. Exceptions may be made only if required to match existing equipment or conform to pre-existing conditions which preclude mismatch of sizes, styles or color. Substitutions which would require additional delivery time, expense or modifications of the original design may be rejected.

21. **Item Description(s), if applicable:** All items on all pages of the specification are representative of the desired sizes and dimensions and as such are intended as guides to bidders in the preparation of bids. Bids of equivalent items will be considered for award if (1) such items are clearly identified by manufacturer's name, brand, and model number, if any, in the offer; (2) descriptive literature or other such data is provided to show that the equivalent items are equal to the brand name; and (3) the County determines such items to be equal in all material respects to the salient specifications of the products required.
22. **Compatibility or Brand Name(s), if applicable:** Bidders will clearly indicate that it is offering an "equal" product unless the bidder is offering the brand name product(s) referenced in the inquiry. Should any specified brands or models be listed incorrectly, discontinued or improved, the bidder will note such changes in its responses and include the pertinent details regarding the change. In the event the item has been discontinued, the bidder will be allowed to propose comparable goods or services along with the necessary supplemental documentation supporting their position.
23. **Evaluation and Determination of Product(s):** The evaluation of bids and the determination as to equality of the product or service proposed will be the responsibility of the County and will be based on information provided in the bid and/or information reasonably available to the County.
24. **Collusion:** No bidder will submit more than one bid in response to this IFB. Collusion among bidders or the submission of more than one bid under different names by any firms or individual will be cause for rejection of all bids in question without consideration.
25. **Protest Procedure:** Any bidder who is aggrieved in connection with procurement may protest to the County Procurement Manager as set forth in Board of County Commissioners Resolution No. 2006-60. A copy of Resolution No. 2006-60 is available upon request.
26. **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 will be open to public inspection under the Public Records Act.
27. **Bid Security:** Bid Security in the amount of **\$10,000.00** shall accompany the bid and must be in the form of a certified or bank cashier's check made payable to Santa Fe County and/or the Bidder or a bid bond issued by a surety licensed to conduct business in the State of New Mexico, or other supplies in a form satisfactory to the County. The Bid Security of the successful bidder will be retained until the bidder has executed the Agreement, whereupon the bid security will be returned. If the bidder fails to execute and deliver the Agreement within ten (10) days of Notice of Award, the County may cancel the Notice of Award and the Bid Security of that bidder will be forfeited. **The Bid Security of any bidder whom the County believes to have a reasonable chance of receiving the award may be retained by the County until either the seventh day after the executed Agreement is delivered by the County to the Contractor and the required Contract Security is furnished, or the sixty-**

first day after the bid opening, whichever is earlier. Bid security of other bidders will be returned within thirty (30) days of the bid opening.

Bid Security in the form of checks, except the Bid Security of the two lowest bidders, will be returned immediately following the opening and checking of the bids. The retained Bid Security of the unsuccessful of the two lowest bidders, if in the form of a check, will be returned within fifteen (15) days following the award of contract. The retained Bid Security of the successful bidder, if in the form of a check, will be returned after a satisfactory contract bond has been furnished and the contract has been executed. Bid Securities in the form of Bid Bonds will be returned only upon the request of the unsuccessful bidder but will be released by the County Purchasing Agent after the Notice to Award is sent by the County.

28. **Insurance Requirements:** At a minimum upon execution of the Agreement between the County and the contractor, the contractor will furnish to the County, Certificates of Insurance naming Santa Fe County as an additional insured on the insurance coverage set forth in the terms and conditions of the Service Agreement.
29. **Bribes, Gratuities and Kickbacks:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for code violations. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.
31. **Double-sided documents:** All submitted bids/proposal documents will be double-sided, pursuant to Santa Fe County Resolution 2013-7, Adopting Sustainable Resource Management Principles, Section 2. A. Waste Reduction and Reuse...” all documents are to be double-sided, including those that are generated by outside entities using County funds and by consultants and contractors doing business with the County.
32. **Living Wage:** Contractor will comply with the requirements of the Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

SUPPLEMENTAL TERMS & CONDITIONS

1. **Intent of Specifications:** The following specifications are intended to describe the Road Maintenance and Construction Material to be used by Santa Fe County. The County reserves the right to accept some minor variances in the approved material offered by the bidders if such acceptance is determined to be in the best interest of the County.
2. **Qualified Bidders:** Bidders must be in a position to offer the lowest cost/highest effectiveness, completely meeting all established state and federal regulations or exceeding the minimum specifications contained herein. When additional equipment (components) are required to complete a bid package which is not usually supplied by the bidder, such equipment shall be supplied by an authorized equipment supplier, but shall be the full responsibility of the Bidder. All bidders shall include references from three (3) or more places of business that these services were provided to.
3. **Inspection of Work (If Applicable):** Representatives of the Santa Fe County Purchasing Division and the Santa Fe County Public Works Department shall have access, at any reasonable time, to the bidder's facilities for the purposes of inspection during the agreement period, to inspect the facilities during its normal working hours. The costs associated with such inspection trips shall be borne by the County.
4. **Late Delivery:** It is expressly understood and agreed that, as a result of the public interest, and because of the monetary losses that the County may incur as a result of failure to deliver the materials and services described in the contract on time, that time is of the essence in the performance of this price agreement. It is agreed that damages resulting from late delivery can neither be accurately anticipated or calculated.

The delivery terms and conditions described in the supplemental specifications shall apply. In the event of failure of the bidder to deliver in accordance with this requirement, the bidder shall be liable to the County for a late delivery of liquidated damages in the amount of \$100.00 per order per each day the materials and services are delivered late.

At the option of the County Purchasing Manager, the County may invoke the default provisions of the price agreement contained in the General Terms & Conditions in addition to any penalties as outlined above.

5. **Method of Award:** Santa Fe County reserves the right to award a "Multiple Source Award" pursuant to NMSA 1978 Section 13-1-153, to the bidder(s) submitting the lowest responsive bid(s) meeting or exceeding specifications and terms and conditions for those items being bidon.
6. **Escalation Clause:** In the event of a product cost increase an escalation request will be reviewed by County on an individual basis and on an annual basis based on the Consumer Price Indexes (CPI). Please be aware that this measure is not intended to allow any increase in profit margin, only to compensate for actual cost increase. Price decreases as well as increases shall apply. If Bidder's prices are reduced for any reason, the County shall receive the benefit for such reductions. Price increases will not be retroactive to orders already in house or

backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor.

7. **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.

Request for price increases/decreases shall be submitted to the County and include the following information:

- a. Contract Item Number
- b. Current Item Price
- c. Proposed New Price
- d. Percentage of Increase/Decrease
- e. Mill/Supplier Notification of price change indicating percentage of change including reason for price change.

STANDARD SPECIFICATIONS

The New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, 2019 Edition, shall govern this Contract except where revised or amended by the Supplemental General Provisions, Supplemental Provisions and Specifications.

SUPPLEMENTAL PROVISIONS & SPECIFICATIONS

The Standard Specifications listed herein have been modified for County of Santa Fe Projects.

DIVISION 100 – GENERAL PROVISIONS

- Substitute “Department” with “Santa Fe County”
- Substitute “Cabinet Secretary” with “County Manager or designee”;
- Substitute “District Engineer” with “Public Works Director or designee”;
- Substitute “Assistant District Engineer (ADE)” with “Roads Division Director or designee”;
- Substitute “Chief Engineer” with “Engineering Services Manager or designee”.
- Substitute “General Office” with “Public Works Department”.
- Substitute “Engineer” with “Santa Fe County representative or designee”.
- Substitute “State Transportation Commission” with “Santa Fe Board of County Commissioners”.
- Substitute “State Transportation Commissioner” with “Santa Fe County Commissioner”.
- Substitute “Traffic Services Engineer” with “Traffic Engineering Manager or designee”.

DIVISION 200 – EARTHWORK

Quantities listed on the bid forms are estimates. Exact usage of the materials shall be determined by Santa Fe County.

1. BORROW (BID ITEMS 1 TO 15):

- A. GENERAL:** Borrow material will be used for embankment, sub-excavation replacement or other work required by the County.

Borrow material shall be provided in accordance with New Mexico Department of Transportation (NMDOT) Standard Specifications for Highway and Bridge Construction 2019 Edition, or current version. The Borrow material shall meet or exceed a R-Value=20 in accordance with AASHTO T-190, unless otherwise specified by the County.

- B. METHOD OF MEASUREMENT:** Borrow material will be measured by the ton. The Contractor shall provide weight measurement scales at the plant site and shall furnish certified weight receipts for payment purposes.

- C. MATERIALS TO BE PICKED UP BY SANTA FE COUNTY FORCES (BID ITEMS 1, 6 & 11):** The Contractor shall be available to load borrow material into vehicles provided by Santa Fe County between the hours of 7:00 A.M. and 5:00 P.M. Monday through Saturday. Under Bid Item 1, the commercial pit shall be located within a twenty-five (25) mile radius of the City of Santa Fe. Under Bid Item 6, the commercial pit shall be located within a twenty-five (25) mile radius of the City of Espanola. Under Bid Item 11, the commercial pit shall be located within a twenty-five (25) mile radius of the City of Edgewood.

D. MATERIALS TO BE DELIVERED BY THE CONTRACTOR (BID ITEMS 2 TO 5, 7 TO 10 & 12 TO 15): The Contractor shall provide trucking to haul the materials from the plant location specified on the bid form to the delivery location specified by Santa Fe County. The unit pricing for these services shall be measured by the ton mile of material delivered, by either belly/end dump or tandem truck, up to twenty (20) miles and from twenty (20) miles up to forty (40) miles. The Contractor shall provide no less than the amount of trucks (6x4) and bottom and/or end dump trailer combinations, listed on the purchase order, having a maximum legal load capacity ranging from fifty-six thousand (56,000) pounds to eighty-six thousand four hundred (86,400) pounds. If specified the Contractor shall use (6x4) tandem axle dump trucks with a maximum legal load capacity ranging from thirty-four thousand (34,000) pounds to forty-five thousand (45,000) pounds, the Contractor shall provide no less than the number of trucks listed on the purchase order. The Contractor shall anticipate an approximate thirty (30) minute dump time at each delivery site.

2. SELECT BACKFILL (BID ITEMS 16 TO 30):

- A. GENERAL:** Select backfill Material shall be composed of stone, crushed stone, crushed or screened gravel, caliche, sand, or a combination of these Materials; and must be free of organic matter, silt, clay balls, lumps or stones (2-inch diameter or greater), and other Deleterious Materials. Provide Materials that are in accordance with AASHTO soil classifications A-1, A-2-4, or A-3 as determined by AASHTO M 145, unless otherwise specified in the County.
- B. METHOD OF MEASUREMENT:** Select Backfill material will be measured by the ton. The Contractor shall provide weight measurement scales at the plant site and shall furnish certified weight receipts for payment purposes.
- C. MATERIALS TO BE PICKED UP BY SANTA FE COUNTY FORCES (BID ITEMS 16, 21 & 26):** The Contractor shall be available to load Select Backfill material into vehicles provided by Santa Fe County between the hours of 7:00 A.M. and 5:00 P.M. Monday through Saturday. Under Bid Item 16, the commercial pit shall be located within a twenty-five (25) mile radius of the City of Santa Fe. Under Bid Item 21, the commercial pit shall be located within a twenty-five (25) mile radius of the City of Espanola. Under Bid Item 26, the commercial pit shall be located within a twenty-five (25) mile radius of the City of Edgewood.
- D. MATERIALS TO BE DELIVERED BY THE CONTRACTOR (BID ITEMS 17 TO 20, 22 TO 24 & 27 TO 30):** The Contractor shall provide trucking to haul the materials from the plant location specified on the bid form to the delivery location specified by Santa

Fe County. The unit pricing for these services shall be measured by the ton mile of material delivered, by either belly/end dump or tandem truck, up to twenty (20) miles and from twenty (20) miles up to forty (40) miles. The Contractor shall provide no less than the amount of trucks (6x4) and bottom and/or end dump trailer combinations, listed on the purchase order, having a maximum legal load capacity ranging from fifty-six thousand (56,000) pounds to eighty-six thousand four hundred (86,400) pounds. If specified the Contractor shall use (6x4) tandem axle dump trucks with a maximum legal load capacity ranging from thirty-four thousand (34,000) pounds to forty-five thousand (45,000) pounds, the Contractor shall provide no less than the number of trucks listed on the purchase order. The Contractor shall anticipate an approximate thirty (30) minute dump time at each delivery site.

3. SAND (BID ITEMS 31 TO 45)

A. GENERAL: Sand Material shall be composed of loose sand or sandy soil meeting the gradation requirements of the Table S:1 “SAND.” The Material shall be non-plastic.

TABLE S:1 – “SAND”

Standard Sieve Percent	Passing
3/8 in	100%
No. 4	95% - 100%
No. 16	50% – 85%
No. 30	25% – 60%
No. 50	5% - 30%
No.100	0% - 10%

B. METHOD OF MEASUREMENT: Sand material will be measured by the ton. The Contractor shall provide weight measurement scales at the plant site and shall furnish certified weight receipts for payment purposes.

C. MATERIALS TO BE PICKED UP BY SANTA FE COUNTY FORCES (BID ITEMS 31, 36 & 41): The Contractor shall be available to load Sand material into vehicles provided by Santa Fe County between the hours of 7:00 A.M. and 5:00 P.M. Monday through Saturday. Under Bid Item 31, the commercial pit shall be located within a twenty-five (25) mile radius of the City of Santa Fe. Under Bid Item 36, the commercial pit shall be located within a twenty-five (25) mile radius of the City of Espanola. Under Bid Item 41, the commercial pit shall be located within a twenty-five (25) mile radius of the City of Edgewood.

D. MATERIALS TO BE DELIVERED BY THE CONTRACTOR (BID ITEMS 32 TO 35, 37 TO 40 & 42 TO 45): The Contractor shall provide trucking to haul the materials from the plant location specified on the bid form to the delivery location specified by Santa

Fe County. The unit pricing for these services shall be measured by the ton mile of material delivered, by either belly/end dump or tandem truck, up to twenty (20) miles and from twenty (20) miles up to forty (40) miles. The Contractor shall provide no less than the amount of trucks (6x4) and bottom and/or end dump trailer combinations, listed on the purchase order, having a maximum legal load capacity ranging from fifty-six thousand (56,000) pounds to eighty-six thousand four hundred (86,400) pounds. If specified the Contractor shall use (6x4) tandem axle dump trucks with a maximum legal load capacity ranging from thirty-four thousand (34,000) pounds to forty-five thousand (45,000) pounds, the Contractor shall provide no less than the number of trucks listed on the purchase order. The Contractor shall anticipate an approximate thirty (30) minute dump time at each delivery site.

DIVISION 300 – BASES

Quantities listed on the bid forms are estimates. Exact usage of the materials shall be determined by Santa Fe County. This material shall be designated as Type “DOT” and Type “FED” base course for ordering purposes.

1. BASECOURSE – TYPE “DOT” (BID ITEMS 46 TO 60):

- A. GENERAL:** Base Course Type “DOT” material shall be provided in accordance with New Mexico Department of Transportation (NMDOT) Standard Specifications for Highway and Bridge Construction 2019 Edition, or current version.
- B. METHOD OF MEASUREMENT:** Base course Type “DOT” will be measured by the ton. The Contractor shall provide weight measurement scales at the plant site and shall furnish certified weight receipts for payment purposes.
- C. MATERIALS TO BE PICKED UP BY SANTA FE COUNTY FORCES (BID ITEMS 46, 51 & 56):** The Contractor shall be available to load base course material into vehicles provided by Santa Fe County between the hours of 7:00 A.M. and 3:30 P.M. Monday through Friday. Under Bid Item 46, the commercial pit shall be located within a twenty-five (25) mile radius of the City of Santa Fe. Under Bid Item 51, the commercial pit shall be located within a twenty-five (25) mile radius of the City of Espanola. Under Bid Item 56, the commercial pit shall be located within a twenty-five (25) mile radius of the City of Edgewood.
- D. MATERIALS TO BE DELIVERED BY THE CONTRACTOR (BID ITEMS 47 TO 50, 52 TO 55 & 57 TO 60):** The Contractor shall provide trucking to haul the materials from the plant location specified on the bid form to the delivery location specified by Santa Fe County. The unit pricing for these services shall be measured by the ton mile of material

delivered, by either belly/end dump or tandem truck, up to twenty (20) miles and from twenty (20) miles up to forty (40) miles. The Contractor shall provide no less than the amount of trucks (6x4) and bottom and/or end dump trailer combinations, listed on the purchase order, having a maximum legal load capacity ranging from fifty-six thousand (56,000) pounds to eighty-six thousand four hundred (86,400) pounds. If specified the Contractor shall use (6x4) tandem axle dump trucks with a maximum legal load capacity ranging from thirty-four thousand (34,000) pounds to forty-five thousand (45,000) pounds, the Contractor shall provide no less than the number of trucks listed on the purchase order. The Contractor shall anticipate an approximate thirty (30) minute dump time at each delivery site.

2. BASE COURSE – TYPE “FED” (BID ITEMS 76 TO 90)

A. GENERAL: Type “FED” gravel base course aggregate (for unpaved roads) shall conform to the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP 14) in Section 703.05, as follows unless otherwise specified by the County:

703.05 Subbase, Base, and Surface Course Aggregate.

(a) General. Furnish hard, durable particles or fragments of crushed stone, crushed slag, or crushed gravel conforming the following:

(1) Los Angeles abrasion, AASHTO T 96	50 percent max.
(2) Soundness of aggregate using sodium sulfate, AASHTO T 104 (5 cycles)	12 percent loss max.
(3) Durability index (coarse), AASHTO T 210	35 min.
(4) Durability index (fine), AASHTO T 210	35 min.
(5) Fractured faces, ASTM D5821	50 percent min.
(6) Without organic matter and lumps or balls of clay.	

(b) Subbase or base aggregate. In addition to Subsection 703.05(a), conform to the following:

(1) Gradation	Table 703-2
(2) Liquid limit, AASHTO T 89	25 max.

Table 703-2
Target Value Ranges for Subbase and Base Gradation

Sieve Size	Percent by Mass Passing Designated Sieve (AASHTO T 27 and T 11)				
	Grading Designation				
	A (Subbase)	B (Subbase)	C (Base)	D (Base)	E (Base)
2½ inch (63 mm)	100 ⁽¹⁾				
2 inch (50 mm)	97 – 100 ⁽¹⁾	100 ⁽¹⁾	100 ⁽¹⁾		
1½ inch (37.5 mm)		97 – 100 ⁽¹⁾			
1 inch (25 mm)	65 – 79 (6)		80 – 100 (6)	100 ⁽¹⁾	
¾ inch (19 mm)			64 – 94 (6)	86 – 100 (6)	100 ⁽¹⁾
½ inch (12.5 mm)	45 – 59 (7)				
⅜ inch (9.5 mm)			40 – 69 (6)	51 – 82 (6)	62 – 90 (6)
No. 4 (4.75 mm)	28 – 42 (6)	40 – 60 (8)	31 – 54 (6)	36 – 64 (6)	36 – 74 (6)
No. 40 (425 µm)	9 – 17 (4)			12 – 26 (4)	12 – 26 (4)
No. 200 (75 µm)	4.0 – 8.0 (3)	4.0 – 12.0 (4)	4.0 – 7.0 (3)	4.0 – 7.0 (3)	4.0 – 7.0 (3)

(1) Statistical procedures do not apply.

() The value in the parentheses is the allowable deviation (\pm) from the target values.

(c) Surface course aggregate. In addition to Subsection 703.05(a), conform to the following:

- | | |
|---|-------------|
| (1) Gradation | Table 703-3 |
| (2) Liquid limit, AASHTO T 89, Method A | 35 max. |
| (3) Plasticity index, AASHTO T 90 | 10 \pm 3 |

Do not furnish material that contains asbestos fibers.

Table 703-3
Target Value Ranges for Surface Course Gradations

Sieve Size	Percent by Mass Passing Designate Sieve (AASHTO T 27 & AASHTO T 11)
1 inch (25 mm)	100 ⁽¹⁾
½ inch (12.5 mm)	70 – 80 (5)
No. 4 (4.75 mm)	40 – 50 (7)
No. 10 (2.0 mm)	25 – 40 (6)
No. 40 (425 µm)	15 – 25 (5)
No. 200 (75 µm)	8.0 – 14.0 (4)

(1) Statistical procedures do not apply.

() The value in the parentheses is the allowable deviation (\pm) from the target values.

B. METHOD OF MEASUREMENT: Base Course Type “FED” will be measured by the ton. The Contractor shall provide weight measurement scales at the plant site and shall furnish certified weight receipts for payment purposes.

C. MATERIALS TO BE PICKED UP BY SANTA FE COUNTY FORCES (BID ITEMS 61, 66 & 71): The Contractor shall be available to load base course material

into vehicles provided by Santa Fe County between the hours of 7:00 A.M. and 5:00 P.M. Monday through Saturday. Under Bid Item 61, the commercial pit shall be located within a twenty-five (25) mile radius of the City of Santa Fe. Under Bid Item 66, the commercial pit shall be located within a twenty-five (25) mile radius of the City of Espanola. Under Bid Item 71, the commercial pit shall be located within a twenty-five (25) mile radius of the City of Edgewood.

- D. MATERIALS TO BE DELIVERED BY THE CONTRACTOR (BID ITEMS 62 TO 65, 67 TO 70 & 72 TO 75):** The Contractor shall provide trucking to haul the materials from the plant location specified on the bid form to the delivery location specified by Santa Fe County. The unit pricing for these services shall be measured by the ton mile of material delivered, by either belly/end dump or tandem truck, up to twenty (20) miles and from twenty (20) miles up to forty (40) miles. The Contractor shall provide no less than the amount of trucks (6x4) and bottom and/or end dump trailer combinations, listed on the purchase order, having a maximum legal load capacity ranging from fifty-six thousand (56,000) pounds to eighty-six thousand four hundred (86,400) pounds. If specified the Contractor shall use (6x4) tandem axle dump trucks with a maximum legal load capacity ranging from thirty-four thousand (34,000) pounds to forty-five thousand (45,000) pounds, the Contractor shall provide no less than the number of trucks listed on the purchase order. The Contractor shall anticipate an approximate thirty (30) minute dump time at each delivery site.

DIVISION 400 – SURFACE TREATMENTS AND PAVEMENT

Quantities listed on the bid forms are estimates. Exact usage of the materials shall be determined by Santa Fe County.

1. HOT MIX ASPHALT (HMA) SP-III (BID ITEMS 76 TO 90)

- A. GENERAL:** Hot Mix Asphalt (HMA) SP-III shall be provided in accordance with New Mexico Department of Transportation (NMDOT) Standard Specifications for Highway and Bridge Construction 2019 Edition, or current version.
- B. METHOD OF MEASUREMENT:** Hot Mix Asphalt (HMA) SP-III will be measured by the ton. The Contractor shall provide weight measurement scales at the plant site and shall furnish certified weight receipts for payment purposes.
- C. MATERIALS TO BE PICKED UP BY SANTA FE COUNTY FORCES (BID ITEMS 76, 81 & 86):** The Contractor shall be available to load HMA material into vehicles provided by Santa Fe County between the hours of 7:00 A.M. and 5:00 P.M. Monday through Saturday. Under Bid Item 76, the commercial pit shall be located within a twenty-

five (25) mile radius of the City of Santa Fe. Under Bid Item 81, the commercial pit shall be located within a twenty-five (25) mile radius of the City of Espanola. Under Bid Item 86, the commercial pit shall be located within a twenty-five (25) mile radius of the City of Edgewood.

D. MATERIALS TO BE DELIVERED BY THE CONTRACTOR (BID ITEMS 77 TO 80, 82 TO 85 & 87 TO 90): The Contractor shall provide trucking to haul the materials from the plant location specified on the bid form to the delivery location specified by Santa Fe County. The unit pricing for these services shall be measured by the ton mile of material delivered, by either belly/end dump or tandem truck, up to twenty (20) miles and from twenty (20) miles up to forty (40) miles. The Contractor shall provide no less than the amount of trucks (6x4) and bottom and/or end dump trailer combinations, listed on the purchase order, having a maximum legal load capacity ranging from fifty-six thousand (56,000) pounds to eighty-six thousand four hundred (86,400) pounds. If specified the Contractor shall use (6x4) tandem axle dump trucks with a maximum legal load capacity ranging from thirty-four thousand (34,000) pounds to forty-five thousand (45,000) pounds, the Contractor shall provide no less than the number of trucks listed on the purchase order. The Contractor shall anticipate an approximate thirty (30) minute dump time at each delivery site.

2. HOT MIX ASPHALT (HMA) SP-IV (BID ITEMS 91 TO 105)

A. GENERAL: Hot Mix Asphalt (HMA) SP-IV shall be provided in accordance with New Mexico Department of Transportation (NMDOT) Standard Specifications for Highway and Bridge Construction 2019 Edition, or current version.

B. METHOD OF MEASUREMENT: Hot Mix Asphalt (HMA) SP-IV will be measured by the ton. The Contractor shall provide weight measurement scales at the plant site and shall furnish certified weight receipts for payment purposes.

C. MATERIALS TO BE PICKED UP BY SANTA FE COUNTY FORCES (BID ITEMS 91, 96 & 101): The Contractor shall be available to load HMA material into vehicles provided by Santa Fe County between the hours of 7:00 A.M. and 5:00 P.M. Monday through Saturday. Under Bid Item 91, the commercial pit shall be located within a twenty-five (25) mile radius of the City of Santa Fe. Under Bid Item 96, the commercial pit shall be located within a twenty-five (25) mile radius of the City of Espanola. Under Bid Item 105, the commercial pit shall be located within a twenty-five (25) mile radius of the City of Edgewood.

D. MATERIALS TO BE DELIVERED BY THE CONTRACTOR (BID ITEMS 92 TO 95, 97 TO 100 & 102 TO 105): The Contractor shall provide trucking to haul the materials

from the plant location specified on the bid form to the delivery location specified by Santa Fe County. The unit pricing for these services shall be measured by the ton mile of material delivered, by either belly/end dump or tandem truck, up to twenty (20) miles and from twenty (20) miles up to forty (40) miles. The Contractor shall provide no less than the amount of trucks (6x4) and bottom and/or end dump trailer combinations, listed on the purchase order, having a maximum legal load capacity ranging from fifty-six thousand (56,000) pounds to eighty-six thousand four hundred (86,400) pounds. If specified the Contractor shall use (6x4) tandem axle dump trucks with a maximum legal load capacity ranging from thirty-four thousand (34,000) pounds to forty-five thousand (45,000) pounds, the Contractor shall provide no less than the number of trucks listed on the purchase order. The Contractor shall anticipate an approximate thirty (30) minute dump time at each delivery site.

3. HOT MIX ASPHALT (HMA) SP-V (BID ITEMS 106 TO 120)

- A. GENERAL:** Hot Mix Asphalt (HMA) SP-V shall be provided in accordance with New Mexico Department of Transportation (NMDOT) Standard Specifications for Highway and Bridge Construction 2019 Edition, or current version.
- B. METHOD OF MEASUREMENT:** Hot Mix Asphalt (HMA) SP-V will be measured by the ton. The Contractor shall provide weight measurement scales at the plant site and shall furnish certified weight receipts for payment purposes.
- C. MATERIALS TO BE PICKED UP BY SANTA FE COUNTY FORCES (BID ITEMS 106, 111 & 116):** The Contractor shall be available to load HMA material into vehicles provided by Santa Fe County between the hours of 7:00 A.M. and 3:30 P.M. Monday through Friday. Under Bid Item 106, the commercial pit shall be located within a twenty-five (25) mile radius of the City of Santa Fe. Under Bid Item 111, the commercial pit shall be located within a twenty-five (25) mile radius of the City of Espanola. Under Bid Item 116, the commercial pit shall be located within a twenty-five (25) mile radius of the City of Edgewood.
- D. MATERIALS TO BE DELIVERED BY THE CONTRACTOR (BID ITEMS 107 TO 110, 112 TO 115 & 117 TO 120):** The Contractor shall provide trucking to haul the materials from the plant location specified on the bid form to the delivery location specified by Santa Fe County. The unit pricing for these services shall be measured by the ton mile of material delivered, by either belly/end dump or tandem truck, up to twenty (20) miles and from twenty (20) miles up to forty (40) miles. The Contractor shall provide no less than the amount of trucks (6x4) and bottom and/or end dump trailer combinations, listed on the purchase order, having a maximum legal load capacity ranging from fifty-six thousand (56,000) pounds to eighty-six thousand four hundred (86,400) pounds. If specified the Contractor shall use (6x4) tandem axle dump trucks with a maximum legal

load capacity ranging from thirty-four thousand (34,000) pounds to forty-five thousand (45,000) pounds, the Contractor shall provide no less than the number of trucks listed on the purchase order. The Contractor shall anticipate an approximate thirty (30) minute dump time at each delivery site

4. WARM MIX ASPHALT (WMA) SP-III (BID ITEMS 121 TO 135)

- A. GENERAL:** Warm Mix Asphalt (WMA) SP-III shall be provided in accordance with New Mexico Department of Transportation (NMDOT) Standard Specifications for Highway and Bridge Construction 2019 Edition, or current version.
- B. METHOD OF MEASUREMENT:** Warm Mix Asphalt (WMA) SP-III will be measured by the ton. The Contractor shall provide weight measurement scales at the plant site and shall furnish certified weight receipts for payment purposes.
- C. MATERIALS TO BE PICKED UP BY SANTA FE COUNTY FORCES (BID ITEMS 121, 126 & 131):** The Contractor shall be available to load WMA material into vehicles provided by Santa Fe County between the hours of 7:00 A.M. and 5:00 P.M. Monday through Saturday. Under Bid Item 121, the commercial pit shall be located within a twenty-five (25) mile radius of the City of Santa Fe. Under Bid Item 126, the commercial pit shall be located within a twenty-five (25) mile radius of the City of Espanola. Under Bid Item 131, the commercial pit shall be located within a twenty-five (25) mile radius of the City of Edgewood.
- D. MATERIALS TO BE DELIVERED BY THE CONTRACTOR (BID ITEMS 122 TO 125, 127 TO 130 & 132 TO 135):** The Contractor shall provide trucking to haul the materials from the plant location specified on the bid form to the delivery location specified by Santa Fe County. The unit pricing for these services shall be measured by the ton mile of material delivered, by either belly/end dump or tandem truck, up to twenty (20) miles and from twenty (20) miles up to forty (40) miles. The Contractor shall provide no less than the amount of trucks (6x4) and bottom and/or end dump trailer combinations, listed on the purchase order, having a maximum legal load capacity ranging from fifty-six thousand (56,000) pounds to eighty-six thousand four hundred (86,400) pounds. If specified the Contractor shall use (6x4) tandem axle dump trucks with a maximum legal load capacity ranging from thirty-four thousand (34,000) pounds to forty-five thousand (45,000) pounds, the Contractor shall provide no less than the number of trucks listed on the purchase order. The Contractor shall anticipate an approximate thirty (30) minute dump time at each delivery site.

5. WARM MIX ASPHALT (HMA) SP-IV (BID ITEMS 136 TO 150)

- A. GENERAL:** Warm Mix Asphalt (WMA) SP-IV shall be provided in accordance with New Mexico Department of Transportation (NMDOT) Standard Specifications for Highway and Bridge Construction 2019 Edition, or current version.
- B. METHOD OF MEASUREMENT:** Warm Mix Asphalt (WMA) SP-IV will be measured by the ton. The Contractor shall provide weight measurement scales at the plant site and shall furnish certified weight receipts for payment purposes.
- C. MATERIALS TO BE PICKED UP BY SANTA FE COUNTY FORCES (BID ITEMS 136, 141 & 146):** The Contractor shall be available to load WMA material into vehicles provided by Santa Fe County between the hours of 7:00 A.M. and 3:30 P.M. Monday through Friday. Under Bid Item 136, the commercial pit shall be located within a twenty-five (25) mile radius of the City of Santa Fe. Under Bid Item 141, the commercial pit shall be located within a twenty-five (25) mile radius of the City of Espanola. Under Bid Item 146, the commercial pit shall be located within a twenty-five (25) mile radius of the City of Edgewood.
- D. MATERIALS TO BE DELIVERED BY THE CONTRACTOR (BID ITEMS 137 TO 140, 142 TO 145 & 147 TO 150):** The Contractor shall provide trucking to haul the materials from the plant location specified on the bid form to the delivery location specified by Santa Fe County. The unit pricing for these services shall be measured by the ton mile of material delivered, by either belly/end dump or tandem truck, up to twenty (20) miles and from twenty (20) miles up to forty (40) miles. The Contractor shall provide no less than the amount of trucks (6x4) and bottom and/or end dump trailer combinations, listed on the purchase order, having a maximum legal load capacity ranging from fifty-six thousand (56,000) pounds to eighty-six thousand four hundred (86,400) pounds. If specified the Contractor shall use (6x4) tandem axle dump trucks with a maximum legal load capacity ranging from thirty-four thousand (34,000) pounds to forty-five thousand (45,000) pounds, the Contractor shall provide no less than the number of trucks listed on the purchase order. The Contractor shall anticipate an approximate thirty (30) minute dump time at each delivery site.

6. CHIP SEAL AGGREGATE(s):

- CHIP SEAL, TYPE "B" - BID ITEMS 151 TO 165;
- CHIP SEAL, TYPE "C" – BID ITEMS 166 TO 180;
- CHIP SEAL, TYPE "D" – BID ITEMS 181 TO 195

A. GENERAL: Chip Seal Aggregate(s) shall conform to the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP 14) in Section 703.09 as follows unless otherwise specified by the County:

703.09 Chip Seal Aggregate. Furnish hard durable particles or fragments of crushed gravel, crushed stone, crushed slag, or lightweight aggregates. Use only one type of aggregate on the surface treatment. Conform to the following:

- (a) Gradation Table 703-7
- (b) Clay lumps and friable particles, AASHTO T 112 1.0 percent max.
- (c) Flat and elongated particles, ASTM D4791 (1:3 ratio, plus 3/8-inch (9.5-mm) sieve, calculated by mass, weighted average) 10 percent max.
- (d) Fractured faces, ASTM D5821 90 percent min.
- (e) Los Angeles abrasion, AASHTO T 96 40 percent max.
- (f) Soundness of aggregate using sodium sulfate, AASHTO T 104 (5 cycles) 12 percent loss max.

**Table 703-7
Target Value Ranges for
Single and Double Course Chip Seal Aggregate Gradation**

Sieve Size	Percent by Mass Passing Designated Sieve (AASHTO T 27 & AASHTO T 11)			
	Grading Designation			
	A	B	C	D
1½ inch (37.5 mm)				
1 inch (25 mm)	100 ⁽¹⁾			
¾ inch (19 mm)	90 – 100 (3)	100 ⁽¹⁾		
½ inch (12.5 mm)	0 – 35 (5)	90 – 100 (3)	100 ⁽¹⁾	
⅜ inch (9.5 mm)	0 – 12 (3)	0 – 35 (5)	85 – 100 (3)	100 ⁽¹⁾
No. 4 (4.75 mm)	–	0 – 12 (3)	0 – 35 (5)	85 – 100 (3)
No. 8 (2.36 mm)	–	–	0 – 8 (3)	0 – 23 (4)
No. 200 (75 µm)	0.0 – 1.0 (0.5)	0.0 – 1.0 (0.5)	0.0 – 1.0 (0.5)	0.0 – 1.0 (0.5)

(1) Statistical procedures do not apply.

() The value in the parentheses is the allowable deviation (±) from the target values.

B. METHOD OF MEASUREMENT: Chip Seal Aggregate(s) will be measured by the ton. The Contractor shall provide weight measurement scales at the plant site and shall furnish certified weight receipts for payment purposes.

C. MATERIALS TO BE PICKED UP BY SANTA FE COUNTY FORCES:

- CHIP SEAL, TYPE “B” - BID ITEMS 151, 156 & 161;
- CHIP SEAL, TYPE “C” – BID ITEMS 166, 171 & 176;

- CHIP SEAL, TYPE “D” – BID ITEMS 181, 186 & 191

The Contractor shall be available to load chip seal aggregates into vehicles provided by Santa Fe County between the hours of 7:00 A.M. and 5:00 P.M. Monday through Saturday. Under Bid Item(s) 151, 166, and 181, the commercial pit shall be located within a twenty-five (25) mile radius of the City of Santa Fe. Under Bid Item 156, 171 and 186, the commercial pit shall be located within a twenty-five (25) mile radius of the City of Espanola. Under Bid Item 161, 176 and 191, the commercial pit shall be located within a twenty-five (25) mile radius of the City of Edgewood.

D. MATERIALS TO BE DELIVERED BY THE CONTRACTOR:

- CHIP SEAL, TYPE “B” - BID ITEMS 152 TO 155, 157 TO 160 & 162 TO 165;
- CHIP SEAL, TYPE “C” – BID ITEMS 167 TO 170, 172 TO 175 & 177 TO 180;
- CHIP SEAL, TYPE “D” – BID ITEMS 182 TO 185, 187 TO 190 & 192 TO 195

The Contractor shall provide trucking to haul the materials from the plant location specified on the bid form to the delivery location specified by Santa Fe County. The unit pricing for these services shall be measured by the ton mile of material delivered, by either belly/end dump or tandem truck, up to twenty (20) miles and from twenty (20) miles up to forty (40) miles. The Contractor shall provide no less than the amount of trucks (6x4) and bottom and/or end dump trailer combinations, listed on the purchase order, having a maximum legal load capacity ranging from fifty-six thousand (56,000) pounds to eighty-six thousand four hundred (86,400) pounds. If specified the Contractor shall use (6x4) tandem axle dump trucks with a maximum legal load capacity ranging from thirty-four thousand (34,000) pounds to forty-five thousand (45,000) pounds, the Contractor shall provide no less than the number of trucks listed on the purchase order. The Contractor shall anticipate an approximate thirty (30) minute dump time at each delivery site.

DIVISION 600 – MISCELLANEOUS CONSTRUCTION

Quantities listed on the bid forms are estimates. Exact usage of the materials shall be determined by Santa Fe County.

1. GABION and REVET MATTRESS ROCK (BID ITEMS 181 TO 210)

- A. GENERAL:** Gabion and Revet Mattress Rock shall conform to the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP 14) in Section 705.01, as follows unless otherwise specified by the County:

705.01 Gabion and Revet Mattress Rock. Furnish angular stone from a rock quarry or cut that is hard, durable, free of organic and spoil material, and resistant to weathering and water action. Do not use crushed river rock or rock with rounded surfaces. Conform to the following:

- | | |
|---|---|
| (a) Durability index (course), AASHTO T 210 | 50 min. |
| (b) Density of a filled basket | 100 lb/ft ³ (1600 kg/m ³) min. |
| (c) Gradation. Furnish rock with breadth and thickness at least one-third its length. | |
| (1) Baskets 1 foot (300 millimeters) or greater in the vertical dimension. | |
| (a) Maximum dimension | 8 in (200 mm) |
| (b) Minimum dimension | 4 in (100 mm) |
| (2) Baskets less than 1 foot (300 millimeters) in the vertical dimension. | |
| (a) Maximum dimension | 6 in (150 mm) |
| (b) Minimum dimension | 3 in (75 mm) |
| (d) Los Angeles abrasion, AASHTO T 96 | 50 percent max. |

B. METHOD OF MEASUREMENT: Gabion and Revet Mattress Rock will be measured by the ton. The Contractor shall provide weight measurement scales at the plant site and shall furnish certified weight receipts for payment purposes.

C. MATERIALS TO BE PICKED UP BY SANTA FE COUNTY FORCES:

- GABION (3" TO 6") - BID ITEMS 196, 201 & 206;
- GABION (4" TO 8") – BID ITEMS 211, 216 & 221

The Contractor shall be available to load Gabion and Revet Mattress Rock into vehicles provided by Santa Fe County between the hours of 7:00 A.M. and 5:00 P.M. Monday through Saturday. Under Bid Item 196 and 211, the commercial pit shall be located within a twenty-five (25) mile radius of the City of Santa Fe. Under Bid Item 201 and 216, the commercial pit shall be located within a twenty-five (25) mile radius of the City of Espanola. Under Bid Item 206 and 221, the commercial pit shall be located within a twenty-five (25) mile radius of the City of Edgewood.

D. MATERIALS TO BE DELIVERED BY THE CONTRACTOR:

- GABION (3" TO 6") - BID ITEMS 197 TO 200, 202 TO 205 & 207 TO 210;
- GABION (4" TO 8") – BID ITEMS 212 TO 215, 217 TO 220 & 222 TO 225

The Contractor shall provide trucking to haul the materials from the plant location specified on the bid form to the delivery location specified by Santa Fe County. The unit pricing for these services shall be measured by the ton mile of material delivered, by either belly/end

dump or tandem truck, up to twenty (20) miles and from twenty (20) miles up to forty (40) miles. The Contractor shall provide no less than the amount of trucks (6x4) and bottom and/or end dump trailer combinations, listed on the purchase order, having a maximum legal load capacity ranging from fifty-six thousand (56,000) pounds to eighty-six thousand four hundred (86,400) pounds. If specified the Contractor shall use (6x4) tandem axle dump trucks with a maximum legal load capacity ranging from thirty-four thousand (34,000) pounds to forty-five thousand (45,000) pounds, the Contractor shall provide no less than the number of trucks listed on the purchase order. The Contractor shall anticipate an approximate thirty (30) minute dump time at each delivery site.

2. RIPRAP – CLASS “1”, CLASS “2”, CLASS “3”, CLASS “4” and CLASS “5” (BID ITEMS 226 TO 300)

A. GENERAL: Riprap shall conform to the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP 14) in Section 705.02, as follows unless otherwise specified by the County:

705.02 Riprap. Furnish hard, durable, angular rock that is resistant to weathering and water action and free of organic or other unsuitable material. Angular rock is characterized by sharp, clean edges at the intersections of relatively flat surfaces. Do not use shale, rock with shale seams, or other fissile or fissured rock that may break into smaller pieces in the process of handling and placing. Conform to the following:

(a) Apparent specific gravity, AASHTO T 85	2.40 min.
(b) Absorption, AASHTO T 85	4.0 percent max.
(c) Soundness of aggregate using sodium sulfate, AASHTO T 104 (5 cycles)	12 percent loss max.
(d) Los Angeles abrasion, AASHTO T 96	50 percent max.
(e) Rock particle intermediate dimension (width) and minimum dimension (thickness)	1/3 longest dimension (length) min.
(f) Gradation, FLH T 521	Table 705-1

**Table 705-1
Gradation Requirements for Riprap⁽¹⁾**

Class	% of Rock Equal or Smaller by Count, D _x	Range of Intermediate Dimensions, ⁽²⁾ inches (millimeters)	Range of Rock Mass, ⁽³⁾ pounds (kilograms)
1	100	9 – 15 (230 – 380)	59 – 270 (27 – 120)
	85	7 – 11 (180 – 280)	28 – 110 (13 – 50)
	50	5 – 8 (130 – 200)	10 – 42 (5 – 19)
	15	3 – 6 (80 – 150)	2 – 18 (1 – 8)
2	100	15 – 21 (380 – 530)	270 – 750 (120 – 340)
	85	11 – 15 (280 – 380)	110 – 270 (50 – 120)
	50	8 – 11 (200 – 280)	42 – 110 (19 – 50)
	15	6 – 8 (130 – 200)	10 – 42 (6 – 19)
3	100	21 – 27 (530 – 690)	750 – 1600 (340 – 730)
	85	15 – 19 (380 – 480)	270 – 560 (120 – 250)
	50	11 – 14 (280 – 360)	110 – 220 (50 – 100)
	15	8 – 10 (200 – 250)	42 – 81 (19 – 37)
4	100	27 – 33 (690 – 840)	1600 – 2900 (730 – 1300)
	85	19 – 23 (480 – 580)	560 – 990 (250 – 450)
	50	14 – 17 (360 – 430)	220 – 400 (100 – 180)
	15	9 – 12 (230 – 300)	59 – 140 (27 – 64)
5	100	33 – 39 (840 – 990)	2900 – 4850 (1300 – 2200)
	85	23 – 28 (580 – 710)	990 – 1800 (450 – 820)
	50	17 – 20 (430 – 510)	400 – 650 (180 – 290)
	15	11 – 15 (280 – 380)	110 – 270 (50 – 120)
6	100	39 – 45 (990 – 1140)	4850 – 7400 (2200 – 3350)
	85	28 – 32 (710 – 810)	1800 – 2650 (820 – 1200)
	50	20 – 23 (510 – 580)	650 – 990 (290 – 450)
	15	13 – 17 (330 – 430)	180 – 400 (82 – 180)
7	100	45 – 54 (1140 – 1370)	7400 – 12,800 (3350 – 5800)
	85	32 – 38 (810 – 970)	2650 – 4450 (1200 – 2000)
	50	23 – 28 (580 – 710)	990 – 1800 (450 – 820)
	15	15 – 20 (380 – 510)	270 – 650 (120 – 290)
8	100	54 – 66 (1370 – 1680)	12,800 – 23,400 (5800 – 10,600)
	85	38 – 47 (970 – 1190)	4450 – 8450 (2000 – 3850)
	50	28 – 35 (710 – 890)	1800 – 3500 (820 – 1600)
	15	19 – 25 (480 – 640)	560 – 250 (250 – 570)
9	100	66 – 78 (1680 – 1980)	23,400 – 38,600 (10,600 – 17,500)
	85	47 – 55 (1190 – 1400)	8450 – 13,500 (3850 – 6100)
	50	35 – 41 (890 – 1040)	3500 – 5600 (1600 – 2550)
	15	22 – 30 (560 – 760)	870 – 2200 (390 – 1000)
10	100	78 – 90 (1980 – 2290)	38,600 – 59,300 (17,500 – 26,900)
	85	55 – 64 (1400 – 1630)	13,500 – 21,300 (6100 – 9650)
	50	41 – 48 (1040 – 1220)	5600 – 9000 (2550 – 4100)
	15	26 – 36 (660 – 910)	1450 – 3800 (660 – 1700)

(1) Gradation includes spalls and rock fragments to provide a stable, dense mass.

(2) The intermediate dimension is the longest straight-line distance across the rock that is perpendicular to the rock's longest axis on the rock face with the largest projection plane.

(3) Rock mass is based on a specific gravity of 2.65 and 85 percent of the cubic volume as calculated using the intermediate dimension.

B. METHOD OF MEASUREMENT: Riprap Class 1 to Class 5 will be measured by the ton. The Contractor shall provide weight measurement scales at the plant site and shall furnish certified weight receipts for payment purposes.

C. MATERIALS TO BE PICKED UP BY SANTA FE COUNTY FORCES:

- CLASS “1” - BID ITEMS: 226, 231 & 236;
- CLASS “2” – BID ITEMS: 241, 246 & 251;
- CLASS “3” – BID ITEMS: 256, 261 & 266;
- CLASS “4” - BID ITEMS: 271, 276 & 281;
- CLASS “5” – BID ITEMS: 286, 291 & 296

The Contractor shall be available to load Riprap into vehicles provided by Santa Fe County between the hours of 7:00 A.M. and 5:00 P.M. Monday through Saturday. Under Bid Items 226, 241, 256, 271, and 286 the commercial pit shall be located within a twenty-five (25) mile radius of the City of Santa Fe. Under Bid Items 231, 246, 261, 276, and 291 the commercial pit shall be located within a twenty-five (25) mile radius of the City of Espanola. Under Bid Items 236, 251, 266, 281, and 296 the commercial pit shall be located within a twenty-five (25) mile radius of the City of Edgewood.

D. MATERIALS TO BE DELIVERED BY THE CONTRACTOR:

- CLASS “1” – BID ITEMS: 227 TO 230, 232 TO 235 & 237 TO 240;
- CLASS “2” – BID ITEMS: 242 TO 245, 247 TO 250 & 252 TO 255;
- CLASS “3” - BID ITEMS: 257 TO 260, 262 TO 265 & 267 TO 270;
- CLASS “4” – BID ITEMS: 272 TO 275, 277 TO 280 & 282 TO 285;
- CLASS “5” – BID ITEMS: 287 TO 290, 292 TO 295 & 297 TO 300

The Contractor shall provide trucking to haul the materials from the plant location specified on the bid form to the delivery location specified by Santa Fe County. The unit pricing for these services shall be measured by the ton mile of material delivered, by either belly/end dump or tandem truck, up to twenty (20) miles and from twenty (20) miles up to forty (40) miles. The Contractor shall provide no less than the amount of trucks (6x4) and bottom and/or end dump trailer combinations, listed on the purchase order, having a maximum legal load capacity ranging from fifty-six thousand (56,000) pounds to eighty-six thousand four hundred (86,400) pounds. If specified the Contractor shall use (6x4) tandem axle dump trucks with a maximum legal load capacity ranging from thirty-four thousand (34,000) pounds to forty-five thousand (45,000) pounds, the Contractor shall provide no less than the number of trucks listed on the purchase order. The Contractor shall anticipate an approximate thirty (30) minute dump time at each delivery site.

BID PROPOSAL

**SANTA FE COUNTY PUBLIC WORKS
ROAD MAINTENANCE & CONSTRUCTION MATERIALS
IFB No. 2025-0224-PW/DK**

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

In compliance with the information for Bidders and in strict conformance with the Contract Documents, _____, hereinafter called the Bidder, organized and existing under the laws of the State of New Mexico as a _____ (type of business or legal entity), hereby proposes to perform all the WORK required for the Road Maintenance and Construction Materials bid on by this firm.

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 bidding documents, 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 the Santa Fe County may proceed to award the contract to others.

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

Signature-Title

(Corporate Seal)

Corporate Name

Address

City, State, Zip Code

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

Corporation organized under the laws of the State of _____

Bidder or qualifying Subcontractor NM Contractor's License No.

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

BID FORM

Project: Road Maintenance and Construction Material
Bidder Information:

IFB No. **2025-0224-PW/DK**

This Bid is submitted to:

Name: _____

Santa Fe County Purchasing Division

Address: _____

102 Grant Ave. (1st Floor)

Santa Fe, New Mexico 87501

Attn: Dani Koussa

Having read the Santa Fe County Bid Instructions and General Terms and Conditions and examined the specifications sheet(s) for the Invitation for Bids reference **IFB No. 2025-0224-PW/DK** we hereby submit the attached firm offer for which will remain open for a period not to exceed ninety (90) days in accordance with all terms and conditions represented in this solicitation for:

ROAD MAINTENANCE AND CONSTRUCTION MATERIALS

Signature:

Name (typed or printed):

Title:

Firm Name:

Telephone: (____) _____

Email: _____

Resident Preference Number: _____

(Attach copy of Resident Preference Certificate to Bid)

Business License Number: _____

(Attach copy of Business License to Bid)

Campaign Contribution Disclosure Form:

(Complete, sign & attach to Bid)

List of three references, including names and phone numbers:

(Attach listing of references to Bid)

Include Bid Security in the amount of **\$10,000.00**

Received addenda #'s _____ & _____ & _____ when issued.

BID SHEET

Project: **ROAD MAINTENANCE & CONSTRUCTION MATERIALS** IFB No. **2025-0224-PW/DK**

Bidder: _____ This Bid is submitted to:

Santa Fe County Purchasing Division
102 Grant Avenue
Santa Fe, New Mexico 87501
Attn: Dani Koussa

Having read the Santa Fe County Bid Instructions, General and Supplemental Terms and Conditions, Sample Price Agreement, and examined the specifications sheet(s) for the Invitation for Bids reference **IFB No. 2025-0224-PW/DK** we hereby submit the attached firm offer for which will remain open for a period not to exceed ninety (90) days in accordance with all terms and conditions represented in this solicitation for:

SANTA FE COUNTY PUBLIC WORKS
ROAD MAINTENANCE & CONSTRUCTION MATERIALS
IFB No. 2025-0224-PW/DK

Signature:

Name (typed or printed):

Title:

Firm Name:

Federal ID or Social Security Number:

NM License #

Liability Insurance is required.

Copy of Workers' Compensation Insurance is required

Telephone: (____) _____ Fax: (____) _____

Received addenda #'s _____ & _____ when issued.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT OF INVITATION FOR BID FORM

**IFB No. 2025-0224-PW/DK
ROAD MAINTENANCE AND CONSTRUCTION MATERIALS**

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

The acknowledgement of receipt should be signed and returned to the Procurement Specialist Senior no later than close of business on **Monday, April 13, 2025**. Only potential offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all offeror written questions and the County's written responses to those questions as well as IFB amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

Firm does/does not (**circle one**) intend to respond to this Invitation For Bid.

Dani Koussa
Santa Fe County
Purchasing Division
102 Grant Avenue (First Floor)
Santa Fe, NM 87501
Telephone: (505) 986-6344
Email: dkoussa@santafecountynm.gov

APPENDIX B**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

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

Furthermore, the state agency or local public body will void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office.

“Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“**Family member**” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“**Pendency of the procurement process**” means the time period commencing with the public notice of the Invitation For Bids and ending with the award of the contract or the cancellation of the Invitation For Bids.

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(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
SAMPLE AGREEMENT**

**SANTA FE COUNTY WITH
PRICE AGREEMENT
FOR ROAD MAINTENANCE & CONSTRUCTION MATERIALS**

This Agreement is entered into this _____ day of _____ 2025, between Santa Fe County, a political subdivision of the state of New Mexico (the “County”), and [CONTRACTOR’S NAME], [ADDRESS] (the “Contractor”).

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. DEFINITIONS

- A. “County” will mean the County of Santa Fe, New Mexico.
- B. “Using Department or Department” will mean a Department of Santa Fe County.
- C. “Purchase Order” will mean a fully executed Purchase Document issued by the County Purchasing Department that specifies the items and supplies to be provided by the Contractor.
- D. “Price Agreement” means this indefinite quantity Price Agreement which requires the Contractor to provide Road Maintenance and Construction Material to a Using Department which issues a Purchase Order.
- E. “Price” means the fixed prices paid by the County and its Departments for Road Maintenance and Construction Material as described in Attachment A.

2. GOODS TO BE PROVIDED

- A. **Purchase.** Attachment A of this Price Agreement is the prices for the Contractor’s Road Maintenance and Construction Material and deliverables. Attachment A also indicates any specifications required for the items that are subject of this Price Agreement.
- B. **Items Listed on Attachment A.** The County may issue Purchase Orders for the purchase of the items listed on Attachment A. Any item ordered by the County must be an item described on Attachment A. All orders issued hereunder must bear both an order number and the number of this Price Agreement No. 2025-0224-PW/DK.
- C. **Quantities.** It is understood that this is an indefinite quantity Price Agreement and the County may purchase any quantity of the items listed on Attachment A on an as-needed basis. No guarantee or warranty is made or implied that any order for any definite quantity of items be issued under this Price Agreement. Quantities of items may vary and the Contractor is required to accept the Purchase Order and furnish the item(s).
- D. **Specifications.** The items furnished under this Price Agreement will meet or exceed the specifications provided in the Information for Bidders, IFB No. 2025-0224-PW/DK including all Addenda. Orders issued pursuant to this Agreement must show the applicable Price Agreement item(s) and price(s).

E. Delivery and Billing Instructions.

1. The Contractor will deliver the items in accordance with the County's instructions. The Contractor will also deliver, with the items ordered, an invoice listing the order number and the Price Agreement number.
2. Whenever, the Department does not accept any deliverable and returns it to the Contractor, all related documentation furnished by the Contractor will be returned also.
3. The Department will inform the Contractor within five business days that a deliverable is unacceptable by the Department.
4. Prices listed in Attachment A, for each item, will be the fixed prices for the items.

3. PAYMENT. All payments under this Price Agreement are subject to the following provisions:

- A. Inspection.** Final inspection and acceptance of a deliverable will be made by the Using Department.
- B. Acceptance.** In accordance with NMSA 1978, Section 13-1-158, the Using Department will determine if the items and deliverables meet specifications and will accept the items or deliverables if they meet specifications. No payment will be made for any item until the item has been accepted in writing by the Using Department. Unless otherwise agreed upon, between the Department and the Contractor within 30 days from the delivery and receipt of items or deliverables, the Using Department will issue a written certification of complete or partial acceptance or rejection of any item or deliverable. Unless the Using Department gives notice of partial acceptance or rejection within the time specified in Paragraph 2 above, the item or deliverables will be deemed to have been accepted.
- C. Issuance of Orders.** Only written, signed and properly executed Purchase Orders are valid under this Price Agreement.
- D. Payment.** County will pay Contractor on an invoice received from Contractor within thirty (30) days from the date the County approves the invoice.
- E. Taxes.** Applicable gross receipts taxes or local option tax(es) will be included on each invoice and shown as a separate item on each invoice. The payment of taxes for any money received under this Agreement will be the Contractor's sole responsibility and must be reported under the Contractor's federal and county tax identification number(s). If the Using Department is exempt from the New Mexico gross receipts tax or local option taxes for the transaction, the Using Department will provide the Contractor written evidence of such exemption(s).

4. TERM OF THIS AGREEMENT. This Price Agreement will not become effective until approved in writing by all the parties as shown by their signatures below. The term of this Agreement will be one year from the Effective Date. The County reserves the option to renew the Agreement for three additional years for a total contract term of four years.**5. CANCELLATION.**

- A. The County reserves the right to cancel without cost to the County all or any part of any order placed under this Price Agreement if the items or deliverables fail to meet the requirements of this Price Agreement.
- B. The failure of the Contractor to perform its obligations under this Price Agreement will constitute a default of this Price Agreement.

- C. The Contractor may be excused from performance if the Contractor's failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor, unless the County will determine that the item, to be furnished by a sub-contractor, is obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- D. Such causes of excuse include, but are not limited to, acts of God or the public enemy, acts of the County or Federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above.
- E. The County may cancel all, or any part, of any order without cost to the County if the Contractor fails to meet material provisions of the order and the Contractor will be liable for any excess costs incurred by the County that is associated with such default.

6. TERMINATION.

- A. For Convenience. Consistent with applicable New Mexico laws, this Price Agreement may be terminated by the County, without penalty, at any time prior to the Termination date of this Price Agreement. County will provide at least twenty (20) days prior written notice to the Contractor of the date of termination. Notice of Termination of this Price Agreement will not affect any outstanding order(s) issued under this Price Agreement prior to the effective date of termination for convenience by the County.
- B. For Cause. Either party may terminate this Agreement for cause based upon material breach of this Agreement by the other party, provided that the non-breaching party will give the breaching party written notice specifying the breach and will afford the breaching party a reasonable opportunity to correct the breach. If, within thirty (30) days, after receipt of a written notice, the breaching party has not corrected the breach or, in the case of a breach which cannot be corrected in thirty (30) days, begin and proceed in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the Agreement effective immediately. The non-breaching party will retain any and all other remedies available to it under the law.

7. AMENDMENT. Except for amendment affecting price(s), this Price Agreement may be amended by mutual agreement of the County and the Contractor upon written notice by either party to the other. Any such amendment will be in writing and signed by the parties hereto. Unless otherwise agreed to by the parties, an amendment will not affect any outstanding Purchase Order(s) issued, by the County, prior to the effective date of the amendment.

8. ASSIGNMENT. Contractor will not sell, assign, pledge, transfer, or otherwise convey any of its rights or interests in this Price Agreement.

9. NON-COLLUSION. In signing this Price Agreement, the Contractor certifies it has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with its offer and this Price Agreement.

10. RECORDS. During the term of this Price Agreement and for three (3) years thereafter, the Contractor will maintain detailed records pertaining to the services or deliverables provided. These records will be subject to inspection by the Department, the County and State Auditor and

other appropriate County authorities. The County will have the right to audit billings both before and after payment. Payment under this Price Agreement will not foreclose the right of the Department to recover excessive or illegal payments.

11. APPROPRIATIONS. The terms of this Price Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Price Agreement. If sufficient appropriations and authorization are not made, this Price Agreement, and any orders placed under it, will terminate upon written notice being given to the Contractor. The County's decision as to whether sufficient appropriations are available will be accepted by the Contractor and will be final.

12. CONFLICT OF INTEREST. The Contractor warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with any performance required under this Price Agreement. The Contractor will comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

13. APPROVAL OF CONTRACTOR'S REPRESENTATIVES. The County reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the County, serving the needs of the County adequately.

14. SCOPE OF AGREEMENT, MERGER. This Price Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and all such covenants, agreements and understandings have been merged into this written Price Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this Price Agreement.

15. NOTICE. The New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199 imposes civil misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose penalties for bribes, gratuities and kickbacks.

16. INDEMNIFICATION. The Contractor will hold the County and its Departments, agencies and employees harmless and will indemnify the County and its agencies and employees against any and all claims, suits, actions, liabilities and cost of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees, or sub-contractors. The Contractor will not be liable for any injury or damage as a result of any negligent act or omission committed by the Department, its officers or employees.

17. THIRD PARTY BENEFICIARY. This Price Agreement was not intended to and does not create any rights in any persons not a party hereto.

18. NEW MEXICO TORT CLAIMS ACT. No provision of this Price Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by the County and its Departments or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

19. INSURANCE.

- A. General Conditions: The Contractor will submit evidence of insurance as is required herein. Policies of insurance will be written by companies authorized to write such insurance in New Mexico.
- B. General Liability Insurance, Including Automobile: The Contractor will procure and maintain during the life of this Price Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance will 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 Price Agreement is an insured contract. Santa Fe County will be named an additional insured on the policy.
- C. Worker's Compensation Insurance: The Contractor will comply with the provisions of the Worker's Compensation Act.
- D. Increased Limits: If, during the life of this Price Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor will increase the maximum limits of any insurance required herein.

20. APPLICABLE LAW. This Price Agreement will be governed by the laws of the State of New Mexico.

21. CHOICE OF LAW.

- A. This Price Agreement will be governed by and construed in accordance with the laws of the State of New Mexico. The parties agree that the exclusive forum for any litigation between them arising out of or related to this Price Agreement will be in the First Judicial District Court of New Mexico, located in Santa Fe County, New Mexico.
- B. Contractor will comply with the requirements of *Santa Fe County Ordinance 2014-1 Establishing a Living Wage*.

22. INVALID TERM OR CONDITION/SEVERABILITY. The provisions of this Price Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Price Agreement is determined to be invalid by a court or department or commission having jurisdiction over the subject matter hereof, such invalidity will not affect other provisions of the Price Agreement, which can be given effect without the invalid provision.

23. ENFORCEMENT OF AGREEMENT. A party's failure to require strict performance of any provision of this Price Agreement will not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by party or any of its rights under this Price Agreement will be effective unless express and in writing, and not effective waiver by a party of any of its right will be effective to waive any other rights.

24. SURVIVAL. The Provisions of the following listed paragraphs will survive termination of this Price Agreement: Delivery & Billing Instructions; Records; Indemnification; Applicable Law; and Survival.

25. NOTICES. Either party may give written notice to the other party in accordance with the terms of this Price Agreement. Any written notice required or permitted to be given hereunder will be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the County:

Santa Fe County Manager’s Office
PO Box 276
Santa Fe, NM 87504-0276

To the Contractor: _____

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Price Agreement. The carrier for mail delivery and notices will be the agent of the sender.

IN WITNESS WHEREOF, the parties have executed this Price Agreement as of the date of execution by:

SANTA FE COUNTY:

Gregory S. Shaffer
Santa Fe County Manager

Date

Approved as to form:

Santa Fe County Attorney

Date

CONTRACTOR -

Signature

Date

Print name and title