

**SANTA FE COUNTY  
PUBLIC WORKS**

**INVITATION FOR BID**



**IFB 2018-0006-PW/MM**

**\*REBID\* COUNTY ROAD 54 (LOS PINOS ROAD)  
DRAINAGE AND ROAD IMPROVEMENTS**

**JULY 2017**

**SANTA FE COUNTY**

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**ADVERTISEMENT  
INVITATION FOR BIDS  
\*REBID\* COUNTY ROAD 54 (LOS PINOS ROAD)  
DRAINAGE AND ROAD IMPROVEMENTS  
IFB 2018-0006-PW/MM**

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 54 (Los Pinos Road) to improve and address drainage issues on ±0.12 miles of County Road 54. The construction consists of, but not limited to: grading and drainage improvements; paving, striping, 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 Tuesday, August 22, 2017 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 2:00 on Thursday August 3, 2017 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 Maricela Martinez, Senior Procurement Specialist, by telephone at (505) 992-9864 or by email at [mcmartinez@santafecountynm.gov](mailto:mcmartinez@santafecountynm.gov).

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

Santa Fe County  
Publish: July 23 & 24, 2017

## INSTRUCTIONS FOR BIDDERS

Bids are requested by Santa Fe County 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.

1. **LOCATION AND DESCRIPTION OF WORK:** The work to be completed is located at Santa Fe County Road 54, Santa Fe, NM 87507.

The work consists of, but is not limited to grading and drainage improvements; paving, striping, 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 Thursday, August 3, 2017.

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 Maricela Martinez, Senior Procurement Specialist, by telephone at (505) 992-9864 or by email at [mcmartinez@santafecountynm.gov](mailto:mcmartinez@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:

Maricela Martinez, Senior Procurement Specialist  
Santa Fe County Purchasing Division  
142 W. Palace Avenue (Second Floor)  
Santa Fe, NM 87501  
Ph. (505) 992-9864  
[mcmartinez@santafecountynm.gov](mailto:mcmartinez@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 office 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:

Maricela Martinez, 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 2018-0006-PW/MM**  
**\*REBID\* COUNTY ROAD 54 (LOS PINOS ROAD)**  
**DRAINAGE AND ROAD IMPROVEMENTS**

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.

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

(Corporate Seal)

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

\_\_\_\_\_  
Address

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

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

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Corporation organized under  
the Laws of the State of :

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New Mexico Contractor's License No.

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 2018-0006-PW/MM**  
PROJECT: **\*REBID\* COUNTY ROADS 54 (LOS PINOS ROAD)  
DRAINAGE AND ROAD IMPROVEMENTS**

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 54 (Los Pinos Road) Drainage and Road Improvements, 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.	Addendum 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 SHEET**

**\*REBID\***

**COUNTY ROADS 54 (LOS PINOS ROAD) DRAINAGE AND ROAD IMPROVEMENTS**

BID ITEM NO.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	EXTENDED PRICE (\$)
201000 1	<b>CLEARING AND GRUBBING</b>	LS	1		
	Dollars & Cents (Written in Words)			Dollars & Cents (Written in Numbers)	Dollars & Cents (Written in Numbers)
203000 2	<b>UNCLASSIFIED EXCAVATION</b>	CY	2265		
	Dollars & Cents (Written in Words)			Dollars & Cents (Written in Numbers)	Dollars & Cents (Written in Numbers)
203100 3	<b>BORROW</b>	CY	3050		
	Dollars & Cents (Written in Words)			Dollars & Cents (Written in Numbers)	Dollars & Cents (Written in Numbers)
207000 4	<b>SUBGRADE PREPARATION</b>	SY	3800		
	Dollars & Cents (Written in Words)			Dollars & Cents (Written in Numbers)	Dollars & Cents (Written in Numbers)
304000 5	<b>BASE COURSE</b>	T	710		
	Dollars & Cents (Written in Words)			Dollars & Cents (Written in Numbers)	Dollars & Cents (Written in Numbers)
405001 6	<b>DETOUR, COMPLETE IN PLACE</b>	LS	1		
	Dollars & Cents (Written in Words)			Dollars & Cents (Written in Numbers)	Dollars & Cents (Written in Numbers)
408100 7	<b>PRIME COAT MATERIAL</b>	T	6		
	Dollars & Cents (Written in Words)			Dollars & Cents (Written in Numbers)	Dollars & Cents (Written in Numbers)
416000 8	<b>MINOR PAVING</b>	SY	2750		
	Dollars & Cents (Written in Words)			Dollars & Cents (Written in Numbers)	Dollars & Cents (Written in Numbers)
511000 9	<b>STRUCTURAL CONCRETE CLASS A</b>	CY	10		
	Dollars & Cents (Written in Words)			Dollars & Cents (Written in Numbers)	Dollars & Cents (Written in Numbers)
511030 10	<b>STRUCTURAL CONCRETE CLASS AA</b>	CY	316		
	Dollars & Cents (Written in Words)			Dollars & Cents (Written in Numbers)	Dollars & Cents (Written in Numbers)

540060	<b>REINFORCING BARS GRADE 60</b>	LBS	94000		
	Dollars & Cents (Written in Words)			Dollars & Cents (Written in Numbers)	Dollars & Cents (Written in Numbers)
11					
541200	<b>STRUCTURAL STEEL FOR MISC STRUCTURES</b>	LBS	910		
	Dollars & Cents (Written in Words)			Dollars & Cents (Written in Numbers)	Dollars & Cents (Written in Numbers)
12					
570024	<b>24" CULVERT PIPE</b>	LF	32		
	Dollars & Cents (Written in Words)			Dollars & Cents (Written in Numbers)	Dollars & Cents (Written in Numbers)
13					
570025	<b>24" CULVERT PIPE END SECTION</b>	EA	2		
	Dollars & Cents (Written in Words)			Dollars & Cents (Written in Numbers)	Dollars & Cents (Written in Numbers)
14					
601000	<b>REMOVAL OF STRUCTURES AND OBSTRUCTIONS</b>	LS	1		
	Dollars & Cents (Written in Words)			Dollars & Cents (Written in Numbers)	Dollars & Cents (Written in Numbers)
15					
601110	<b>REMOVAL OF SURFACING</b>	SY	2360		
	Dollars & Cents (Written in Words)			Dollars & Cents (Written in Numbers)	Dollars & Cents (Written in Numbers)
16					
602000	<b>RIPRAP CLASS A</b>	CY	40		
	Dollars & Cents (Written in Words)			Dollars & Cents (Written in Numbers)	Dollars & Cents (Written in Numbers)
17					
603261	<b>MULCH SOCKS</b>	LF	1925		
	Dollars & Cents (Written in Words)			Dollars & Cents (Written in Numbers)	Dollars & Cents (Written in Numbers)
18					
603280	<b>SWPPP MANAGEMENT</b>	LS	1		
	Dollars & Cents (Written in Words)			Dollars & Cents (Written in Numbers)	Dollars & Cents (Written in Numbers)
19					
606001	<b>SINGLE FACE W-BEAM GUARDRAIL</b>	LF	350		
	Dollars & Cents (Written in Words)			Dollars & Cents (Written in Numbers)	Dollars & Cents (Written in Numbers)
20					
606011	<b>SINGLE FACE THRIE-BEAM GUARDRAIL</b>	LF	237.5		
	Dollars & Cents (Written in Words)			Dollars & Cents (Written in Numbers)	Dollars & Cents (Written in Numbers)
21					

606052	<b>END TREATMENT TL-2 END TERMINAL (ANCHORAGE)</b>	EA	3		
	Dollars & Cents (Written in Words)			Dollars & Cents (Written in Numbers)	Dollars & Cents (Written in Numbers)
22					
606110	<b>METAL BARRIER END TREATMENT (ANCHORAGE) TYPE B</b>	EA	3		
	Dollars & Cents (Written in Words)			Dollars & Cents (Written in Numbers)	Dollars & Cents (Written in Numbers)
23					
607014	<b>WOVEN WIRE FENCE 4'</b>	LF	120		
	Dollars & Cents (Written in Words)			Dollars & Cents (Written in Numbers)	Dollars & Cents (Written in Numbers)
24					
607316	<b>STANDARD GATE 16'</b>	EA	1		
	Dollars & Cents (Written in Words)			Dollars & Cents (Written in Numbers)	Dollars & Cents (Written in Numbers)
25					
618000	<b>TRAFFIC CONTROL MANAGEMENT</b>	LS	1		
	Dollars & Cents (Written in Words)			Dollars & Cents (Written in Numbers)	Dollars & Cents (Written in Numbers)
26					
621000	<b>MOBILIZATION</b>	LS	1		
	Dollars & Cents (Written in Words)			Dollars & Cents (Written in Numbers)	Dollars & Cents (Written in Numbers)
27					
632000	<b>CLASS A SEEDING</b>	AC	0.5		
	Dollars & Cents (Written in Words)			Dollars & Cents (Written in Numbers)	Dollars & Cents (Written in Numbers)
28					
663727	<b>REMOVE AND REPLACE WATER LINE</b>	ALLOW	1		
	Dollars & Cents (Written in Words)			Dollars & Cents (Written in Numbers)	Dollars & Cents (Written in Numbers)
29					
667001	<b>REMOVE AND RESET MAILBOX</b>	EA	3		
	Dollars & Cents (Written in Words)			Dollars & Cents (Written in Numbers)	Dollars & Cents (Written in Numbers)
30					
701000	<b>PANEL SIGNS</b>	SF	10		
	Dollars & Cents (Written in Words)			Dollars & Cents (Written in Numbers)	Dollars & Cents (Written in Numbers)
31					
701100	<b>STEEL POST &amp; BASE POST FOR ALUMINUM PANEL SIGNS</b>	LF	14		
	Dollars & Cents (Written in Words)			Dollars & Cents (Written in Numbers)	Dollars & Cents (Written in Numbers)
32					

702000 33	<b>CONSTRUCTION SIGNING</b>	SF	105		
	Dollars & Cents (Written in Words)			Dollars & Cents (Written in Numbers)	Dollars & Cents (Written in Numbers)
702100 34	<b>POSTS FOR CONSTRUCTION SIGNING</b>	LF	210		
	Dollars & Cents (Written in Words)			Dollars & Cents (Written in Numbers)	Dollars & Cents (Written in Numbers)
702238 35	<b>BARRICADE, TYPE III - 8'</b>	EA	6		
	Dollars & Cents (Written in Words)			Dollars & Cents (Written in Numbers)	Dollars & Cents (Written in Numbers)
702610 36	<b>PORTABLE CHANGEABLE MESSAGE BOARDS</b>	EA	2		
	Dollars & Cents (Written in Words)			Dollars & Cents (Written in Numbers)	Dollars & Cents (Written in Numbers)
703003 37	<b>OBJECT MARKER TYPE 3</b>	EA	2		
	Dollars & Cents (Written in Words)			Dollars & Cents (Written in Numbers)	Dollars & Cents (Written in Numbers)
704000 38	<b>RETROREFLECTORIZED PAINTED MARKINGS – 4"</b>	LF	11550		
	Dollars & Cents (Written in Words)			Dollars & Cents (Written in Numbers)	Dollars & Cents (Written in Numbers)
709040 39	<b>RIGID ELECTRICAL CONDUIT 4" (DIA)</b>	LF	48		
	Dollars & Cents (Written in Words)			Dollars & Cents (Written in Numbers)	Dollars & Cents (Written in Numbers)
801000 40	<b>CONSTRUCTION STAKING BY THE CONTRACTOR</b>	LS	1		
	Dollars & Cents (Written in Words)			Dollars & Cents (Written in Numbers)	Dollars & Cents (Written in Numbers)
901000 41	<b>MATERIALS TESTING</b>	LS	1		
	Dollars & Cents (Written in Words)			Dollars & Cents (Written in Numbers)	Dollars & Cents (Written in Numbers)
<b>BASE BID TOTAL WRITTEN IN NUMBERS:</b>					

Dollars & Cents

<b>BASE BID TOTAL WRITTEN IN WORDS:</b>	
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**ALL BID ITEMS AND BASE BID TOTAL ARE EXCLUSIVE OF GROSS RECEIPTS TAX (GRT)**

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

STATE OF NEW MEXICO

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says that:

- (1) They are the \_\_\_\_\_ of \_\_\_\_\_ the Bidder that has submitted the attached Bid Proposal;
- (2) They are fully informed respecting the preparation and contents of the attached Bid Proposal and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham bid;
- (4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Contracting Agency or any person interested in the proposed contract; and
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

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

TITLE \_\_\_\_\_

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

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

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

**NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR**

STATE OF NEW MEXICO

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says that:

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

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

TITLE \_\_\_\_\_

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

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

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

**SUBCONTRACTS**

- A. The contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until 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 \_\_\_\_\_ 2017.

\_\_\_\_\_  
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 \_\_\_\_\_, 2017, for the County Road 54 (Los Pinos Road) Drainage and Road Improvements.

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

\_\_\_\_\_  
BIDDER

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

(SEAL)

\_\_\_\_\_  
WITNESS

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

\_\_\_\_\_  
WITNESS

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

**PERFORMANCE BOND**

A. KNOW ALL MEN BY THESE PRESENT, THAT WE \_\_\_\_\_, as PRINCIPAL hereinafter called the “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 County Road 54 (Los Pinos Road) Drainage and Road Improvements, 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

**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 \_\_\_\_\_, 2017, with the  
COUNTY for County Road 54 (Los Pinos Road) Drainage and Road Improvements, 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

**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  
\*REBID\* COUNTY ROADS 54 (LOS PINOS ROAD)  
DRAINAGE AND ROAD IMPROVMENTS  
IFB# 2018-0006-PW/MM**

In acknowledgement of receipt of this Invitation for Bids the undersigned agrees that it has received a complete copy, beginning with the title page, and ending with the contractual documents. Completed forms must be submitted to Maricela Martinez, no later than **Thursday, August 3, 2017** 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.

Maricela Martinez, Senior Procurement Specialist  
 Santa Fe County Purchasing Division  
 142 W. Palace Avenue (Second Floor)  
 Santa Fe, New Mexico 87501  
 (505) 982-9864  
[mcmartinez@santafecountynm.gov](mailto:mcmartinez@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 declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% 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 \_\_\_\_\_, 2017.

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

My Commission Expires:

\_\_\_\_\_

## **APPENDIX D NOTICE TO CONTRACTORS**

### **Notice to Contractors November 9, 2016**

#### **Red Lines Shall Be Kept Current Through the Duration of this Project**

Contractor shall show Santa Fe County's Project Representative (PR) and Project Manager (PM) that the construction red lines are current, when applicable, at the time the application for payment is made. Payment will not be made unless the red lines are current (when applicable). The decision as to the red lines are current will be left to the discretion and interpretation of Santa Fe County's Project Representative. Should the red lines be considered not be current by the PR at the time the pay application is submitted, the Contractor will have two (2) days, upon being notified, to resubmit current red lines. Payment period shall begin once up-to-date red lines have been received and approved by the PR. Final payment will not be made until Final As-Built drawings have been completed; quantities updated, stamped and sign by the Contractors Registered Surveyor licensed in the state of New Mexico and, received/approved by Santa Fe County's PR and PM. Final stamped As-Built Drawings will be required at the time Final Pay Application is submitted. This work is considered incidental to the completion of the project.

#### **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 the following entities Santa Fe Public Schools, El Rancho De Las Golondrinas, and Sunrise Springs Spa Resort 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**

**February 25, 2014**

**404 Nationwide Permit and 401 Water Quality Certification**



SUSANA MARTINEZ  
Governor

JOHN A. SANCHEZ  
Lieutenant Governor

NEW MEXICO  
ENVIRONMENT DEPARTMENT

*Surface Water Quality Bureau*

Harold Runnels Building, N2050  
1190 South St. Francis Drive (87505)  
P.O. Box 5469, Santa Fe, NM 87502-5469  
Phone (505) 827-0187 Fax (505) 827-0160  
[www.nmenv.state.nm.us](http://www.nmenv.state.nm.us)



DAVE MARTIN  
Secretary

BUTCH TONGATE  
Deputy Secretary

JAMES H. DAVIS, Ph.D.  
Director  
Resource Protection Division

April 13, 2012

**CERTIFIED MAIL NO. 700801830 0003 4175 8463**

Mr. Allan Steinle  
U.S. Army Corps of Engineers  
Albuquerque District, Regulatory Branch  
4101 Jefferson Plaza NE  
Albuquerque, New Mexico 87109-3434

**Re: Clean Water Act Section 401 Water Quality Certification  
United States Army Corps of Engineers 2012 Nationwide Permits**

Dear Mr. Steinle:

The New Mexico Environment Department (NMED) has examined both the February 21, 2012 final notice of the Reissuance of Nationwide Permits (NWP) under the Clean Water Act (CWA) §404, issued by the U.S. Army Corps of Engineers ("Corps") (*see* 77 FR 10184) and the February 23, 2012 Corps Albuquerque District public notice of the final NWP and NMED's intent to consider certification of those permits under the CWA §401 (Certification). Certification is required by CWA §401 to ensure that the NWP are consistent with state law, comply with the state Water Quality Standards (20.6.4 NMAC), the Water Quality Management Plan/Continuing Planning Process, including Total Maximum Daily Loads (TMDLs), and the Antidegradation Policy. Certification is also required to comply with General Condition 25 (Water Quality) and General Condition 27 (Regional and Case-By-Case Conditions) of the NWP.

The following conditions are necessary to assure compliance with the applicable provisions of the Clean Water Act §§301, 302, 303, 306, and 307 and with applicable requirements of State law. Compliance with the terms and conditions of the permit and this certification will provide reasonable assurance that the permitted activities will be conducted in a manner which will not violate applicable water quality standards and the water quality management plan and will be in compliance with the antidegradation policy. The State of New Mexico certifies that the discharge will comply with these provisions and requirements upon inclusion of the following conditions in the permit:

**Conditional Section 401 Certification of NWPs:**

1. Activities in intermittent and perennial surface waters of the state require notification to the NMED Surface Water Quality Bureau. The notification must include: 1) detailed construction plans (including proposed in-channel excavations and temporary diversions); 2) a description of potential adverse water quality impacts (including turbidity, which is a measurement of the amount of suspended material in water, as well as oil, grease, or hydraulic fluid, and all other potential contaminants); 3) a description of methods to be used to prevent water quality impacts (including detailed Best Management Practices, which must be designed to minimize sediment, oil, grease, and other pollutants from entering the water); 4) any surface water monitoring procedures; and 5) for any unavoidable surface water impacts, conceptual mitigation plans.
2. Fuel, oil, hydraulic fluid, lubricants, and other petrochemicals must not be stored within the 100-year floodplain and must have a secondary containment system capable of containing twice the volume of the product. Appropriate spill clean-up materials such as booms and absorbent pads must be available on-site at all times during construction.
3. All heavy equipment used in the project area must be pressure washed and/or steam cleaned before the start of the project and inspected daily for leaks. A written log of inspections and maintenance must be completed and maintained throughout the project period. Leaking equipment must not be used in or near surface water. Refuel equipment at least 100 feet from surface water.
4. Work in the stream channel should be limited to periods of no flow. Work during low-flow periods must have prior approval by the NMED. Requests for such approval must describe planned methods to minimize turbidity and to avoid spills. Releases from dams must be incorporated into the work schedule to avoid working in high water.
5. Temporary crossings should be restricted to a single location and perpendicular to and at a narrow point of the channel to minimize disturbance. Heavy equipment must be operated from the bank or work platforms and not enter surface water, unless otherwise approved in writing by NMED. Heavy equipment must not be parked within the stream channel. Unless otherwise approved by NMED, directional borehole (horizontal) drilling must be used instead of open-cut trenching for the placement of utility lines or other buried structures crossing the channel. Requests for such approval of deviations must include a description of planned methods to minimize turbidity, to avoid spills, and to salvage any drilling equipment that cannot be withdrawn from beneath the channel.
6. Unless otherwise approved by NMED, flowing water must be temporarily diverted around the work area, but remain within the existing channel to minimize erosion and turbidity and to provide for aquatic life movement. Diversion structures must be non-erodible, such as sand bags, water bladders, concrete barriers, or channel lined with geotextile or plastic sheeting. Dirt cofferdams are not acceptable diversion structures. Requests for such approval of deviations must include descriptions of planned methods to minimize turbidity,