

**SANTA FE COUNTY  
PUBLIC WORKS DEPARTMENT**

**REQUEST FOR PROPOSALS**



**RFP NO. 2020-0220-PW/CW**

**CONSTRUCTION SERVICES for the  
CANONCITO-ELDORADO WATERLINE  
PROJECT**

Commodity Codes: 91164, 91356, and 91360

**JUNE 2020**

## TABLE OF CONTENTS

	PAGE NO.
I. ADVERTISEMENT.....	5
II. CONTRACT OBJECTIVES.....	6
A. PURPOSE OF THIS REQUEST FOR PROPOSAL.....	6
B. SCOPE OF WORK.....	6
C. INSURANCE REQUIREMENTS .....	10
D. QUALIFICATIONS .....	11
E. PROCUREMENT MANAGER .....	11
F. DEFINITION OF TERMINOLOGY .....	12
III. CONDITIONS GOVERNING THE PROCUREMENT.....	14
A. SEQUENCE OF EVENTS .....	14
B. EXPLANATION OF EVENTS .....	15
1. Issuance of RFP .....	15
2. Pre-Proposal Conference .....	15
3. Acknowledgement of Receipt Form Due .....	15
4. Deadline to Submit Additional Written Questions .....	15
5. Response to Written Questions .....	16
6. Submission of Proposals.....	16
7. Proposal Evaluation .....	17
8. Selection of Finalists .....	18
9. Best and Final Offers from Finalists (If Applicable).....	18
10. Oral Presentations by Finalists (If Applicable).....	18
11. Finalize Contract.....	18
12. Contract Award.....	18
13. Right to Protest .....	19
C. GENERAL REQUIREMENTS .....	19
1. Acceptance of Conditions Governing the Procurement.....	19
2. Incurring Cost .....	19
3. Prime Contractor Responsibility.....	19
4. Subcontractors.....	20
5. Amended Proposals.....	20
6. Offerors' Rights to Withdraw Proposal .....	20
7. Proposal Offer Firm .....	20
8. Disclosure of Proposed Contents .....	20
9. No Obligation.....	21
10. Termination.....	21
11. Sufficient Appropriation .....	21
12. Legal Review .....	21
13. Governing Law .....	21
14. Basis for Proposal .....	22
15. Contract Terms and Conditions .....	22

16. Contract Deviations .....	22
17. Offeror Qualifications .....	22
18. Right to Waive Minor Irregularities.....	22
19. Change in Contractor Representatives.....	22
20. Notice.....	22
21. County Rights .....	23
22. Right to Publish.....	23
23. Ownership of Proposals .....	23
24. Electronic Mail Address Required .....	23
25. Preferences in Procurement by Santa Fe County.....	23
26. Performance Bond .....	25
27. Wage Rates .....	25
28. Liquidated Damages.....	25
29. Double-Sided Documents .....	26
30. Living Wage.....	26
IV. SECURITY, BONDS, WAGE RATES & LIQUIDATED DAMAGES.....	26
A. SECURITY FOR PRICE PROPOSAL.....	26
B. FORM OF BONDS / TIME AND DELIVERY.....	26
C. WAGE RATES/REGISTRATION WITH THE LABOR AND INDUSTRIAL DIVISION OF THE LABOR DEPARTMENT.....	26
D. LIQUIDATED DAMAGES.....	27
V. RESPONSE FORMAT AND ORGANIZATION.....	28
A. NUMBER OF RESPONSES .....	28
B. NUMBER OF COPIES.....	28
C. PROPOSAL FORMAT.....	28
1. Proposal Organization.....	28
2. Letter of Transmittal .....	29
VI. EVALUATION .....	30
A. EVALUATION CRITERIA .....	30
1. Past Record of Performance.....	30
2. Key Personnel/Capacity and Capability .....	31
3. Management Plan.....	31
4. Health and Safety.....	32
5. Projected Costs.....	33
6. Preferences Scoring .....	33
APPENDICES:	
A. General Contractor’s Statement of Qualification .....	34
B. Subcontractor Statement of Qualification.....	48
C. Acknowledgement of Receipt Form .....	54
D. Campaign Contribution Disclosure Form.....	55
E. Veterans Preference Certification .....	58

F. Cost Proposal Form.....60  
G. Cost Form.....62  
H. Projected Cost Sheets.....64  
I. Subcontractor’s Listing Form .....65  
J. Non-Collusion of Prime Bidder/Subcontractor .....68  
K. Certification of Non-Segregated Facilities .....71  
L. Certification of Bidder Equal Employment Opportunity Bidder/Subcontractor .....72  
M. Bid Bond, Performance Bond, Labor, Material Payment Bond .....74  
N. Plan (Parts 1 through 3) and Specifications .....80  
O. Sample Construction Agreement .....81  
P. Wage Decision .....82

**THIS SPACE LEFT BLANK INTENTIONALLY**

**I. ADVERTISEMENT**

**SANTA FE COUNTY  
REQUEST FOR PROPOSAL**

**CONSTRUCTION SERVICES for the  
CANONCITO- ELDORADO WATERLINE PROJECT  
RFP #2020-0220-PW/CW**

The Santa Fe County Public Works Department is requesting proposals from qualified Offerors for *Construction Services for the Canoncito-Eldorado Waterline*. The contract that is awarded as a result of this RFP will set forth the general terms, conditions and the contractor's costs or bid prices for construction services for the Canoncito-Eldorado Waterline. *Offerors will submit a Volume 1: Technical Response and a Volume 2: Projected Costs*. The completed proposal shall be submitted in a sealed container indicating the proposal title and number along with the Offeror's name and address clearly marked on the outside of the container. **All proposals must be received by 2:00 pm on Wednesday, July 15, 2020, at the Santa Fe County Purchasing Division, 142 W. Palace Avenue (Second Floor), Santa Fe, NM 87501.** Proposals may be held for ninety (90) days subject to action by the County. The County of Santa Fe reserves the right to reject any and all proposals in part or whole. To combat the spread of the recent COVID-19 illness, the submission of Proposals will also be accepted electronically utilizing DropBox. Please utilize this link to upload your proposal submission.

<https://www.dropbox.com/request/zpKiatHRo4RXjG3fnUGY>

By submitting a proposal for the requested services each Offeror is certifying that their proposal complies with regulations and requirements stated within the Request for Proposals.

**A Pre-Proposal Conference be held on Wednesday, June 24, 2020 at 2:00PM.** Attendance at the pre-proposal conference is not mandatory but strongly recommended. **A toll-free teleconference line is available at 1-877-820-7831; the guest passcode is 445752.**

Solicitations are available at the Santa Fe County Purchasing Division website at: [http://www.santafecountynm.gov/asd/current\\_bid\\_solicitations](http://www.santafecountynm.gov/asd/current_bid_solicitations). If you have any questions, please contact Coralie Whitmore, Procurement Specialist Senior at [cgwhtimore@santafecountynm.gov](mailto:cgwhtimore@santafecountynm.gov) or at (505) 986-6337. Any inquiries or questions regarding this solicitation shall be submitted via email.

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

Santa Fe County  
Purchasing Division

## II. CONTRACT OBJECTIVES

### A. PURPOSE OF THIS REQUEST FOR PROPOSAL

The work or construction services under this contract will provide the water transmission line to serve the Community of Eldorado (Eldorado) and the Village of Canoncito (Canoncito) areas of Santa Fe County, New Mexico. Santa Fe County initiated this waterline extension project as a means of extending the benefits of the City and County's Buckman Direct Diversion (BDD) Project to areas south of metropolitan Santa Fe.

The contract that is awarded as a result of this RFP will set forth the general terms, conditions and the contractor's costs or bid prices for construction services for the Canoncito-Eldorado Waterline project. *Offerors will submit proposals as Volume 1: Technical Response and Volume 2: Projected Costs.* All Offerors must read and understand the requirements of the RFP. By submitting a proposal for the requested services each Offeror is certifying that their proposal complies with regulations and requirements stated within the Request for Proposals.

### B. SCOPE OF WORK

Under this Contract, work consists of constructing a new water transmission line and booster pumping station in accordance with Engineered Design Drawings and Specifications, Canoncito-Eldorado Waterline Project No. 2019-0007-PW/CW, by Molzen Corbin and Associates completed for Santa Fe County (Owner).

All equipment and facilities shall be furnished, installed, and constructed by the Contractor to provide the Owner with complete, ready to use components, systems, and facilities. All necessary materials and work required to accomplish this are the responsibility of the Contractor alone, whether or not specifically indicated on the Drawings or stated in the Specifications.

#### General Description of Work

This project provides a water transmission line from the Rancho Viejo Water Tank Service Area to a point of connection with the Eldorado Area Water and Sanitation District (EAWSD) on their northwestern border. The EAWSD then delivers water to the County water transmission facilities at a point of connection on the northeastern border of the EAWSD. The County receives water from the EAWSD at that point of connection and delivers it to the Community of Cañoncito through a booster pump station and transmission line along the Old Las Vegas Highway starting at the Lamy Junction Exit on Interstate 25.

- Pipeline #1 – 3.8 miles of new 12-inch DR18 PVC, at the originating 16-inch feeder line to/from the Rancho Viejo Water Tank conveys water to the County-to-EAWSD Connection point (owned and operated by County) at the EAWSD Well 2A/2B site located on the northwestern border of the EAWSD. Work includes:
- a. Vertical wet tap connection for 3" air valve.
  - b. Horizontal wet tap connection to existing 16" line from the Rancho Viejo Water Tank.
  - c. Eight Arroyo Crossings – horizontal directional drill (HDD).

- d. Five stub-out connections for future development at Rancho Viejo.
- e. Master water meter in the County-to-EAWSD Connection Structure on the Well 2A/2B site.

Pipeline #2 – 0.6 miles of new 8-inch DR18 PVC originating at the EAWSD-to-County Connection point (owned and operated by District) at the EAWSD's northeastern border, conveys water to the County's Hondo 2 Fire Station where it terminates at the new Hondo 2 Fire Storage Tank. Work includes:

- f. HDD under I-25 and ramps.
- g. Fire Storage Tank: 157,000-gallon steel ground storage tank with altitude valve and vault, submersible mixer, overflow/drain pad, davit crane, and detention pond.
- h. Hondo 2 Pump Station: 578 sq. ft. CMU building, 1,100 gpm package booster pump skid, 3,232-gallon surge tank, meter vault, emergency generator, connection to fire station water service, and related yard piping, site work, and electrical work.

Pipeline #3 – 2.8 miles of new 10-inch DR18 PVC originating from the Hondo 2 Pump Station conveys water easterly to a point within the Community of Cañoncito where another 0.8 miles of 8-inch DR18 PVC runs eastward to a point of connection to an existing 8-inch line at the Old Las Vegas Highway.

Work Includes:

- i. Jack and bore underneath Old Las Vegas Highway for 10" waterline.
- j. Jack and bore underneath Old Las Vegas Highway for waterline stub outs.
- k. HDD casing with service line carrier tubing underneath Old Las Vegas Highway for residential metered service connections.
- l. Open cut with encasement across the Cañada de los Alamos (San Marcos) Arroyo for 10" waterline.
- m. PRV station installation.

#### General Description of Work Sequence

- A. Preliminary Work: Storm Drainage Discharge Compliance:
  - 1. Prepare a Storm Water Pollution Prevention Plan and file all required USEPA-NPDES Program documents prior to commencement of construction; see Section 01 74 17 – Storm Drainage Discharge Compliance for requirements.
  - 2. Contractor shall implement and maintain full compliance of USEPA-NPDES Program requirements during construction.
- B. Phase 1: Line 2, Hondo 2 Fire Storage Tank and Pump Station, and Line 3. Substantially complete Phase 1 Work and deliver water from the Eldorado Water & Sanitation District to the Cañoncito branch connections by mid-September, 2020.
- C. Phase 2: Line 1. Phase 2 Work shall be completed after Phase 1 when the Owner issues written authorization to proceed with Phase 2.

### Coordination and General Requirements

- A. Coordination with Cañoncito Phase II Waterline Project: The Cañoncito Regional Water System Improvements Phase II will be constructed by others concurrently with this Project. The Cañoncito Regional Water System Improvements Phase II will be constructed within the community of Cañoncito located on the north side of Old Las Vegas Highway main line between stations 151+38 and 193+64. Waterlines from the two Projects connect at four 6-inch branches off the Old Las Vegas Highway main line, as shown on the Drawings. Coordinate construction of the connections through the County's Project Manager.
- B. Emergency Response
  - 1. Contractor's representative available at all times to respond to emergencies related to Work.
  - 2. Provide response within 60-minutes of notice.
  - 3. Provide positive method of contacting Contractor's representatives by Engineer and by Owner's representative at any time.
- C. Contractor is responsible for all damages during the course of construction resulting from breaking existing pipes, spills, and any other discharge violations during construction.
- D. It is the responsibility of the Contractor and each Subcontractor to obtain required permits and inspections in accordance with Santa Fe County and State of New Mexico Construction Industries Division or any other entity that may have jurisdiction over the construction.

### Facilities Requirements

- A. Archaeological Sites
  - 1. Although no sites are anticipated, if the Contractor encounters an archaeological site during construction or has any reason to believe it may be an archaeological site, report immediately to the Engineer and the Owner.
  - 2. If buried archeological or cultural deposits are discovered during construction, work shall cease in the affected area, and the Contractor shall contact the NMDOT Environmental Bureau (Steve Lakatos by telephone at 505-827-5513 or by email at [Steven.Lakatos@state.nm.us](mailto:Steven.Lakatos@state.nm.us))
- B. New Mexico Department of Transportation Permit
  - 1. Contractor shall comply with permit requirements (at no additional cost to Owner) identified in the Permit. Permit is included in Appendices of the Contract Documents.
  - 2. The Owner delegates compliance of all applicable items in the Permit to the Contractor.
  - 3. New Mexico Department of Transportation Utility Permit Survey Requirements
- D. Pressure Testing, Flushing and Disinfection of Waterlines
  - 1. Contractor to prepare and submit plan for pressure testing, flushing and disinfection of waterlines to Engineer and to NMED Drinking Water Bureau for approval.
- E. Implementation Plan
  - 1. Contractor is required to prepare and submit to the Engineer an implementation plan and detailed schedule showing the Contractor's tasks and sequence of tasks for completing all the work.

2. Contractor to identify any conflicts between construction tasks which may cause an interruption of the Owner's ability to convey and transfer water in its piping network
- F. Hazardous Environmental Conditions at Site
1. Although not anticipated, if hazardous materials or hazardous conditions are encountered during construction, notify the Engineer and Santa Fe County immediately.

Jacking and Boring

A. Work Included

1. Boring or jacking operations for casing for water pipe and storm drainage in areas where trenching is not feasible.
2. Contractor shall maintain at all times a file at the job site containing NMDOT, railroad or other permits required to perform the work.

B. Installation

1. Completed to the alignment and grade shown on the construction Drawings.
2. Excavated material shall be removed from the casing as excavation progresses and no accumulation of such material within the casing shall be permitted.
3. Contractor to locate all underground and overhead utilities before beginning boring operations and shall repair any damage to utilities resulting thereto.
4. Only workmen experienced in the boring operation shall perform the work.

C. Field Quality Control

1. Installation to be sound, tight, and true to line and grade.
2. Allowable tolerance as to grade and alignment of the installed casing shall not exceed 1/10 of a foot per hundred feet of casing length.

Horizontal Directional Drilling (HDD)

A. Work Included

- a. Drilling operations for casing of water pipe and storm drainage in areas where trenching or jacking and boring is not feasible.
- b. Contractor shall maintain at all times a file at the job site containing NMDOT, railroad or other permits required to perform the work.

B. Installation

- a. Follow the pipe centerline profile indicated on the Drawings within  $\pm 12$  inches with a smoothly curved pilot hole. Do not exceed the radius of curvature indicated on Drawings.
- b. Compute x, y, and z coordinates relative to the ground surface of the pilot hole drill head every 30 feet.
- c. The exit point for the pilot hole shall fall within a planned exit pit which shall be rectangular measuring 20 feet wide by 100 feet long.
- d. Dispose of all drilling fluids, mud, and cuttings pits off-site in accordance with all local, state, and federal regulations.
- e. Contractor to locate all underground and overhead utilities before beginning boring operations and shall repair any damage to utilities resulting thereto.
- f. Only workmen experienced in the drilling operation shall perform the work.
- g. Do not backfill entry and exit pits until the installed pipeline has successfully passed the hydrostatic testing.

C. Field Quality Control

- a. Installation to be sound, tight, and true to line and grade.
- b. Calibrate drill rig and guidance system to verify correct depth of drill prior to HDD installation.

Special Considerations

- A. No electrical power exists along the majority of the construction areas. Provide all necessary power generation equipment or temporary electrical power supply for construction.
- B. Provide temporary pumps, power generator, piping, fittings, labor, and equipment to produce water for construction, testing, flushing, and disinfection of water lines.
- C. No County water sources are available on the Project site.

Specifications

The construction of this project will be in accordance with the specifications and drawings provided by the County, except otherwise specified herein or in the Contract.

**C. INSURANCE REQUIREMENTS**

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

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

Contractor shall carry insurance to protect itself and Santa Fe County from and against all claims, demands, actions, judgments, costs, expenses and liabilities which may arise or result directly or indirectly from or by reasons of loss, injury or damage related to a project. Santa Fe County shall be named as an additional insured on the Contractor's policy. The Contractor shall file with Santa Fe County current certificates evidencing public liability insurance with limits as provided in the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq, as amended. The contractor shall also carry such insurance as it deems necessary to protect it from all claims under any workmen's compensation law in effect that may be applicable to the Contractor. All insurance shall be kept and remain in full force and effect for the entire life of this contract awarded under this RFP and any project assignment made under the contract awarded under this RFP.

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

- A. Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act.
- B. Professional Liability Insurance. The Contractor shall procure and maintain during the term of the contract awarded under this RFP and any project assignments Professional Liability Insurance.
- C. Increased Limits. If, during the term of the contract awarded under this RFP or the term of a project assignment, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

#### **D. QUALIFICATIONS**

The minimum required qualifications for Offerors and subcontractors are:

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

#### **E. PROCUREMENT MANAGER**

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

Coralie Whitmore, Procurement Specialist Senior  
Santa Fe County Purchasing Division  
142 W. Palace Avenue (Second Floor)  
Santa Fe, New Mexico 87501  
Phone (505) 992-9864  
Fax (505) 989-3243  
[cgwhitmore@santafecountynm.gov](mailto:cgwhitmore@santafecountynm.gov)

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

## **F. DEFINITION OF TERMINOLOGY**

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

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

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

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

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

**“County”** means Santa Fe County.

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

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

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

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

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

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

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

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

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

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

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

**This Space Intentionally Left Blank**

### III. CONDITIONS GOVERNING THE PROCUREMENT

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

#### A. SEQUENCE OF EVENTS

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

<u>Action</u>	<u>Responsibility</u>	<u>Date/Location</u>
1. Issuance of RFP	Purchasing Division	June 14 & 15, 2020
2. <b>Pre-Proposal Conference</b>	Owner/Offerors/ Purchasing	<b>June 24, 2020, 2:00 p.m.</b>
3. Acknowledgement of Receipt Form Due	Offerors	June 25, 2020, 5:00 p.m.
4. Deadline to Submit Additional Questions	Offerors	June 26, 2020, 5:00 p.m.
5. Response to Written Questions	Purchasing Division	July 1, 2020, 5:00 p.m.
6. <b>Submission of Proposal (2:00 PM MST)</b>	<b>Offerors</b>	<b>July 15, 2020, 2:00 PM</b> <i>SF County Purchasing Division, 142 W. Palace Ave., (2<sup>nd</sup> Floor) Santa Fe, NM 87501</i>
7. Proposal Evaluation	Evaluation Committee	July 16 to 24, 2020
8. Selection of Finalists	Evaluation Committee	July 24, 2020
9. Best and Final Offers from Finalists (if applicable)	Offeror	July 28 - August 10, 2020, 2:00 p.m.
10. Oral Presentation by Finalists (if applicable)	Offeror	August, 2020
11. Contract Negotiations	County, Offeror	August, 2020
12. Contract Award	Purchasing Division	September, 2020

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

## B. EXPLANATION OF EVENTS

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

### 1. Issuance of RFP

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

Request for Proposal Documents will be available on the County website at [www.santafecountynm.gov](http://www.santafecountynm.gov) and clicking on “current bid solicitations” or by contacting Coralie G. Whitmore, Procurement Specialist, Senior 142 West Palace Avenue (Second Floor), Santa Fe, New Mexico 87501, by telephone at (505) 986-6337 or by email at: [cgwhitmore@santafecountynm.gov](mailto:cgwhitmore@santafecountynm.gov)

***All bidding documents including plans and specifications will be provided through the Santa Fe County website:***

***[https://www.santafecountynm.gov/asd/current bid solicitations](https://www.santafecountynm.gov/asd/current_bid_solicitations)***

### 2. Pre-Proposal Conference

The mandatory pre-proposal conference is scheduled to occur on the date indicated in the “Sequence of Events” at Section III.A. Questions may be submitted at the Pre-Proposal Conference and until the deadline indicated in the “Sequence of Events” at Section III.A. A public log will be kept of the names of potential Offerors that attended the Pre-Proposal Conference. ***Attendance at the Pre-Proposal Conference is strongly recommended.***

### 3. Acknowledgement of Receipt Form Due

Potential Offerors should hand-deliver, return by facsimile or e-mail the "Acknowledgement of Receipt Form" provided as Appendix A to have its name and firm placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by close of business on the date indicated in the “Sequence of Events” at Section III.A.

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

### 4. Deadline to Submit Additional Written Questions

Potential Offerors may submit questions regarding this RFP until the close of business on the date indicated in the “Sequence of Events” at Section III.A. All questions about the meaning or intent of the RFP, the scope of project or the

Construction Documents shall be submitted in writing to the Procurement Specialist, listed in Section II, Paragraph F and sent by e-mail. ***Any contact with any other County staff member other than the Procurement Manager or Specialist named in this RFP may be grounds for rejection of a proposal and disqualification of the Offeror.*** Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Copies of the Standard Agreement between Owner and Contractor are included in the Project Manual. Offerors are encouraged to familiarize themselves with this Standard Agreement between Owner and Contractor. Any questions concerning the project or selection process shall be submitted in writing to the Procurement Manager/Specialist.

5. Response to Written Questions

Written responses to written questions and any RFP addenda will be distributed on the date indicated in the “Sequence of Events” at Section III.A, to all potential Offerors whose names appear on the procurement distribution list and posted to the Santa Fe County Website.

6. Submission of Proposal

Offerors shall submit a two-part, two-volume written proposal. Each volume shall be submitted in a separate sealed envelope or package. Clearly label each volume with the RFP number, Company name, address and date of submittal and prominently identify each as Volume I: Technical Proposal and Volume II: Projected Costs.

**Volume I: Technical Response**

Offeror’s shall submit a Volume 1 of the Proposal and it shall contain the following documents:

- a) Letter of Transmittal (Label Attachment 1)
- b) Table of Contents
- c) EMR Experience Modification Rate (Label Attachment 2)
- d) NM Employees Health Coverage Verification Form (Label Attachment 3)
- e) Company Brief (limit of 2 pages)
- f) Appendix A: Statement of Qualifications—Contractor and Subcontractors
- g) Response to Specifications – Evaluation Factors
  - i. Past Record of Performance
  - ii. Key Personnel/Capacity and Capacity
  - iii. Management Plan
  - iv. Health and Safety
- l) Appendix I: Subcontractor Listing
- m) Additional Documents and Explanatory Materials by the Offeror

**Volume 2: Projected Costs – submitted in a separate sealed envelope or electronic file**

Offeror's shall submit a Volume 2 of the Proposal and it shall contain the following documents:

- a. Appendix D: Campaign Contribution Form
- b. Appendix E: Veterans Preference Certification
- c. Appendix F: Cost Proposal Form
- d. Appendix G: Cost Form
- e. Appendix H: Projected Cost Sheet
- f. Appendix J: Non-Collusion Affidavit of Prime & Subcontractor
- g. Appendix K: Certification of Non Segregated Facilities
- h. Appendix L: Certification of Prime & Subcontractor Equal Employment Opportunity
- i. Appendix M: Performance Bond, Payment Bond, Labor and Material Bond, and any other required Contract Security Bonds
- j. Bid Security (5% of submitted bid)
- k. Proof of Insurances

**ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 PM ON JULY 15, 2020. Proposals received after this deadline will not be accepted.** The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section II, E. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the County's Request for Proposals 2020-0220-PW/CW.

Proposals must be submitted to:

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

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

## 7. Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed by County Procurement Manager. The Evaluation Committee will review each proposal. Responses to each of the evaluation factors and the Statements of Qualification forms for contractor and subcontractor(s) will be evaluated and scored first and independent of the price proposal evaluation. Points will be allotted per Section VI of this RFP by each member of the Evaluation Committee. Point totals will determine the overall ranking of the firms. The Evaluation Committee may

select the Offeror to the highest ranked proposal received or may determine to hold oral presentations with the highest-ranked Offerors.

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

8. Selection of Finalists

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

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

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

10. Oral Presentation by Finalists (If Applicable)

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

11. Finalize Contract

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

12. Contract Award

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

The contract shall be awarded to the Offeror or Offerors whose proposal is most

advantageous to the County, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

13. Right to Protest

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

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

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

C. GENERAL REQUIREMENTS

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

1. Acceptance of Conditions Governing the Procurement

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

2. Incurring Cost

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

3. Prime Contractor Responsibility

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

#### 4. Subcontractors

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

**Subcontractor Listing Form (Appendix I)** – Each Offeror shall complete the Subcontractor Listing Form and include this form in their proposal (see attached subcontractor listing form). The Offeror shall provide a list of all subcontractors that will perform work on the project above \$5,000 or one half of one percent of the total contract, whichever is greater. The Offeror may not change any of the firms listed without the Owner’s consent. The Owner will consider any request for a change in the listed firms in conformance with the New Mexico “Subcontractors Fair Practices Act” (NMSA 1978, 13-4-31 through 13-4-43). All subcontractors must hold a current registration and be in good standing with the Department of Workforce Solutions at the time of the bid opening.

#### 5. Amended Proposals

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

#### 6. Offerors’ Rights to Withdraw Proposal

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

#### 7. Proposal Offer Firm

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

#### 8. Disclosure of Proposal Contents

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

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

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

9. No Obligation

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

10. Termination

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

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

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

15. Contract Terms and Conditions

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

16. Contract Deviations

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

17. Offeror Qualifications

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

18. Right to Waive Minor Irregularities

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

19. Change in Contractor Representatives

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

20. Notice

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

21. County Rights

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

22. Right to Publish

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

23. Ownership of Proposals

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

24. Electronic Mail Address Required

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

25. Preferences in Procurement by Santa Fe County

*A. New Mexico Resident Business Preference.*

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

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

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

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

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

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

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

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

**AND*****C. Santa Fe County Business Preference***

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

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

***The Santa Fe County Business preference will only be applied to Volume I Technical Response. It will not be applied to Volume II – Projected Costs.***

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

26. Performance Bonds and Payment Bond

If awarded the contract, the Offeror shall furnish bonds prior to commencement of work for each specific road project assignment covering the faithful performance of the contract and payment of all obligations arising thereunder. The amount of the bonds, performance and payment, shall each be equal to 100% of the contract sum of the project assignment. Bonds shall be issued by a surety authorized to conduct business in the State of New Mexico and who is approved in federal circular 570 as published by the U.S. Treasury Department. The cost of the bonds shall be included in the bid.

i. Time of Delivery and Form of Bonds

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

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

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

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

28. Liquidated Damages

Liquidated damages in the amount of two thousand dollars (\$2,000.00) per each calendar day that expires after the date of substantial completion until substantial completion is achieved and a certificate of Substantial Completion is issued by the County.

29. Double-Sided Documents

All submitted bids/proposal documents shall be double-sided, pursuant to Santa Fe County Resolution No. 2013-7, Adopting Sustainable Resource Management Principles, Section 2. A. Waste Reduction and Reuse...all documents are to be double-sided, including those that are generated by outside entities using County funds and by consultants and contractors doing business with the County”.

30. Living Wage

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

#### **IV. SECURITY, BONDS, WAGE RATES & LIQUIDATED DAMAGES**

##### **A. SECURITY FOR PRICE PROPOSAL**

1. Security in an amount of not less than five percent (5%) of the total amount of proposal submitted is required of each Offeror. An acceptable Bond or Cashier’s Check may accompany each proposal as a guarantee that, if awarded the contract, the Offeror will enter into a contract promptly and execute the required Contract Documents. The successful Offeror’s security will be retained until they have signed a contract and furnished the required payment and performance bonds. The security shall become property of Santa Fe County as liquidated damages for delay and additional expense caused thereby in the event that the contract is not executed and/or acceptable 100% Performance and Payment bonds are not delivered within the time set forth. Santa Fe County reserves the right to retain the security of the next two ranked Offerors until the accepted Offeror enters into a contract or until forty-five (45) days after the receipt of proposals, whichever is shorter. All other security will be returned within seven (7) days of the selection announcement.
2. The Offeror will require the Attorney-In-Fact who executes the required bonds on behalf of the surety at affix thereto a certified and current copy of its Power of Attorney.

##### **B. FORM OF BONDS / TIME AND DELIVERY**

1. **PERFORMANCE BOND AND PAYMENT BOND:** If awarded the contract, the Offeror 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.

2. TIME OF DELIVERY AND FORM OF BONDS: The awarded Contractor shall deliver the required bonds to the County no later than seven (7) days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the contractor 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 contractor 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.

C. WAGE RATES/REGISTRATION WITH THE LABOR AND INDUSTRIAL DIVISION OF THE LABOR DEPARTMENT: The awarded contractor shall be required to fully comply with the Public Works Minimum Wage Act, NMSA 1978, 13-4-11 thru 13-4-17. 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 subcontractor who submits 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).

D. LIQUIDATED DAMAGES: Liquidated damages in the amount of two thousand dollars (\$2,000.00) per each calendar day that expires after the date of substantial completion until substantial completion is achieved and a certificate of Substantial Completion is issued by the County.

THIS SECTION INTENTIONALLY LEFT BLANK

## V. RESPONSE FORMAT AND ORGANIZATION FOR STEP 1

### A. NUMBER OF RESPONSES

Offerors shall submit only **one** response to this RFP. The proposal shall be submitted in two parts: Volume 1: Technical Response and Volume II: Projected Costs.

### B. NUMBER OF COPIES

Offerors shall deliver one (1) original and five (5) identical copies of its Technical Proposal, mark one as “Original”; and only one Projected Costs marked as “Original”, to the location specified in Section II, Paragraph F on or before the closing date and time for receipt of proposals. Proposals will be placed within binders with tabs delineating each section and shall be printed double-sided. If the Offeror prefers to provide the original via DropBox, only one submission of the Volume I: Technical Response and one submission of Volume II: Projected Costs is necessary. Each volume must be a separate electronic file.

All proposal submissions shall be limited to fifty (50) double-sided pages in response to the evaluation factors, incorporating the scope of work, with the exception of licenses, resumes, certifications, addenda and explanatory materials which shall be added as appendices in Volume I.

Typewritten on standard 8 ½ x 11-inch paper with foldout sheets allowed up to 11” x 17” in size (for visual aids such as charts, spreadsheets.). All foldout sheets, up to a maximum of 11” x 17” sheets will be counted as two pages and shall be labeled as such. The 11” x 17” paper size shall not be used for responses to evaluation criteria content. One double-sided page, counts as two pages.

### C. PROPOSAL FORMAT

#### 1. Proposal Organization

All pages shall be numbered. Proposals shall be organized and tabbed as follows:

#### **Volume 1: Technical Response**

Offeror’s shall submit a Volume 1 of the Proposal and it shall contain the following documents:

- a) Letter of Transmittal (Label Attachment 1)
- b) Table of Contents
- e) EMR Experience Modification Rate (Label Attachment 2)
- f) NM Employees Health Coverage Verification Form (Label Attachment 3)
- e) Company Brief (limit of 2 pages)
- f) Appendix A: Statement of Qualifications—Contractor and Subcontractors
- g) Response to Specifications – Evaluation Factors

- v. Past Record of Performance
- vi. Key Personnel/Capacity/Capability
- vii. Management Plan
- viii. Health and Safety
- l) Appendix I: Subcontractor Listing
- m) Additional Documents and Explanatory Materials by the Offeror

**Volume 2: Projected Costs – submitted in a separate sealed envelope or electronic file**

Offeror's shall submit a Volume 2 of the Proposal and it shall contain the following documents:

- l. Appendix D: Campaign Contribution Form
  - m. Appendix E: Veterans Preference Certification
  - n. Appendix F: Cost Proposal Form
  - o. Appendix G: Cost Form
  - p. Appendix H: Projected Cost Sheet
  - q. Appendix J: Non-Collusion Affidavit of Prime & Subcontractor
  - r. Appendix K: Certification of Non Segregated Facilities
  - s. Appendix L: Certification of Prime & Subcontractor Equal Employment Opportunity
  - t. Appendix M: Performance Bond, Payment Bond, Labor and Material Bond, and any other required Contract Security Bonds
  - u. Bid Security (5% of submitted bid)
  - v. Proof of Insurances
2. **Letter of Transmittal Form**—Each proposal must be accompanied by a letter of transmittal form (Attachment 1). **Transmittal letters that omit any of the following minimum information may be deemed non-responsive.** The transmittal letter shall contain an acknowledgement and certification section with the following provisions:
- Identify the submitting business entity.
- a) Identify the name, title, telephone and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
  - b) Identify the name, title, telephone and e-mail address of the person authorized to negotiate the Contract on behalf of the organization (if different than (a) above).
  - c) Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
  - d) Identify the following:
    - 1) Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section III, C;

- 2) Acceptance of Section VI, A of this RFP; and
  - 3) Acknowledge receipt of any and all amendments to this RFP.
  - 4) Must be signed by the person identified in subsection “a” above
3. **Before submitting a proposal** – Each contractor shall carefully examine the RFP; shall visit the site of the work; shall fully inform themselves as to all existing conditions and limitations; and shall include in the proposal the cost of all items required by the RFP. If the contractor observes that portions of the Contract Documents are at variance with the applicable laws, building codes, rules, regulations or contain obvious erroneous or uncoordinated information, the contractor shall promptly notify the specified Procurement Manager and the necessary changes shall be accomplished by addendum.
- 4 **Cost Proposal Form** – Each Offeror shall complete the Cost Proposal Form and include this form in Volume II: Projected Costs in a sealed separate envelope or electronic file. The Cost Proposal Form, bearing original signatures, must be typed or hand-written in ink. Late proposals will be disqualified and returned to the Offeror unopened.

## VI. EVALUATION

### A. EVALUATION CRITERIA

A maximum total of 1000 points are possible in the evaluation scoring for each proposal. The Evaluation Committee will evaluate the proposals based on the evaluation criteria described below. The Evaluation Committee may conduct oral interviews with Offerors applying for selection.

The completed Statement of Qualification forms will be reviewed by the Engineer of Record with the Evaluation Committee for accuracy and completeness. Each prospective Offeror must answer all of the questions and provide all requested information, where applicable. Any Offeror failing to do so may be deemed not responsive; disqualification is at the sole discretion of the Evaluation Committee. Prime Contractors are hereby informed that in making evaluations and determinations, the Evaluation Committee is not restricted to the minimum information required for Qualification Statements and that any relevant information regarding performance from reliable sources may be considered. The Statement of Qualifications and the responses to the evaluation criteria are two separate requirements which will be evaluated and scored. Failure to address each separate requirement will result in low scores.

A brief explanation of each evaluation criteria is listed below:

1. **Past Record of Performance - describe all past experience and performance on projects of similar size, scope and location .....180 points**
  - Past performance summary and past capability to meet schedules, budgets and project administration requirements for comparable projects.

- Firm’s experience in installation of water transmission lines or projects of comparable size, the ability to conduct a sequence of work, and work with government entities, and local communities. Provide at least three past projects, describing the project, any challenges, any unique solutions/ situations, successes. For the projects, provide budget (original bid and final cost), schedule information (original completion date and final completion date), and any explanations as to why budget or schedule changed.

**121-180 points** Provide a thorough and detailed understanding of requirements and demonstrated significant experience that relates directly to this project.

**61-120 points** Provided an acceptable understanding of requirements and demonstrated typical experience that relates directly to this project.

**1 - 60 points** Provided a limited understanding of requirements that demonstrated minimal experience that relates directly to this project.

2. Key Personnel/Capacity and Capability - describe how the project will be staffed and key personnel that will be assigned to the project.....**180 points**

- Provide an organization chart of key project personnel/staffing and subcontractors and address how critical subcontractors were selected and will be managed. Describe the role of each teaming partner or subcontractor that will perform the work on the contract.
- Provide a brief resume (education, professional certification(s), years with firm, total years of experience, and a brief description of experience supporting the proposed role) for each key project personnel.
- Address the extent to which key personnel have worked together as a team on projects of the same or greater magnitude and on projects of the same nature.

**121- 180 points** included highly qualified personnel that confirmed abilities to perform the work

**61–120 points** included qualified personnel that established average abilities to perform the work.

**1 – 60 points** included questionable personnel that left concern about abilities to perform the work.

3. Management Plan .....**200 points**

- Describe how the construction will be organized, managed, and administered to meet the project requirements, including security and safety controls, staging areas, delivery routes, and interfaces required with the using agency, regulatory agencies, as well as the neighboring communities.
- Address project specific criteria and risks that have been identified by the

RFP and additional risks that the team has identified. Describe processes to minimize risk and to ensure that cost, schedule and quality status and issues are clearly communicated and mitigated with the Engineer, subcontractors, and the owner.

- Describe processes to ensure quality control is mitigated on installed work to ensure that no work is rejected.
- Include proposed project schedule. Indicate critical dates and other information in sufficient detail for the selection committee to determine if time frames are reasonable. Schedule shall clearly identify the Critical Path in sufficient detail in order to identify all work elements, to track progress and predict critical path impacts before they happen. Demonstrate ability to re-sequence tasks, if necessary, to accommodate contingencies.
- Describe ability to deliver the project within the construction schedule.

**136 – 200 points** plan demonstrates a thorough and detailed understanding of requirements and clearly outlines how project is to be administered that included all key components.

**68 – 135 points** plan demonstrates an acceptable understanding of requirements and outlines in some degree how project is to be administered that included most key components.

**1 – 67 points** plan does not demonstrate with any certainty an understanding of requirements and there is concern that project can be managed successfully.

**4. Health and Safety.....140 points**

- Provide evidence of a Health and Safety management system. Attach a safety plan.
- Designate the competent person responsible for and capable of implementing the safety and health program/plan.
- Describe the firm’s past record of achievement of health and safety targets including Experience Modification Rates (EMR) (Attachment Two)
- Describe any best practices to be used on this project.

**93 - 140 points** safety plan is thorough and detailed and provides significant information regarding the firms past record of health and safety targets as defined in EMR.

**47 - 92 points** safety plan is acceptable information regarding the firms past record of health and safety targets as defined in the EMR.

**1 - 46 points** safety plan does not demonstrate the ability to maintain a safe environment does not provide adequate past record achievement of health and safety targets.

5. Projected Costs ( in a separate sealed envelope).....**300 points**  
Price offered is responsive to the RFP requirements and instruction and is realistic in respect to project plans and specifications. Scoring will be based on formula below:

$$\frac{\text{Price of Lowest Offeror}}{\text{Price of subsequent higher Offeror}} \times 300 = \text{Maximum Price Score of this Offeror}$$

**TOTAL PROPOSAL SCORE      1000 POINTS**

PREFERENCES

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

6. NM State Resident Contractor Certificate..... **50 points**  
**OR**  
NM State Resident Veteran Contractor Certificate ..... **100 points**  
  
Santa Fe County Residence Preference (Does not apply to projected cost)... **35 points**

**THIS SECTION INTENTIONALL Y LEFT BLANK**

**APPENDIX A  
GENERAL CONTRACTORS  
STATEMENT OF QUALIFICATIONS**

1. ORGANIZATION

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

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

Principal \_\_\_\_\_ Office \_\_\_\_\_

Corporation     Partnership     Sole Proprietorship     Joint Venture

Other \_\_\_\_\_

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

\_\_\_\_\_

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

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

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

2. LICENSING

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

\_\_\_\_\_

b. License Classification(s): \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_

c. License Number(s): \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_

d. Issue Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

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

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

Explanation: \_\_\_\_\_

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

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

1. License Number: \_\_\_\_\_ Jurisdiction: \_\_\_\_\_

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

Issue Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

2. License Number: \_\_\_\_\_ Jurisdiction: \_\_\_\_\_

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

Issue Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

3. License Number: \_\_\_\_\_ Jurisdiction: \_\_\_\_\_

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

Issue Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

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

Explanation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. EXPERIENCE

A. Has your firm completed waterline construction and/or projects of similar complexity?  
 Yes Number: \_\_\_\_\_  No

B. State the average annual amount of construction work performed during the past five years:  
\_\_\_\_\_

List a maximum of five (5) similar projects.

**PROJECT #1 – Describe how the project directly relates to the Canoncito-Eldorado Waterline Construction project.**

**DESCRIPTION:**

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

Project Type: \_\_\_\_\_ Contact Title: \_\_\_\_\_  
Project Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Owner: \_\_\_\_\_ Contact Phone No: \_\_\_\_\_

**DESIGN PROFESSIONAL**

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

**PROJECT EXECUTION**

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

**List Subcontractors/Type of Work Performed**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_

**PROJECT #2 – Describe how the project directly relates to the Canoncito-Eldorado Waterline Construction project.**

**DESCRIPTION:**

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

Project Type: \_\_\_\_\_ Contact Title: \_\_\_\_\_  
Project Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Owner: \_\_\_\_\_ Contact Phone No: \_\_\_\_\_

DESIGN PROFESSIONAL

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

PROJECT EXECUTION

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

List Subcontractors/Type of Work Performed

- 1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

PROJECT #3 – Describe how the project directly relates to the Canoncito-Eldorado Waterline Construction project.

DESCRIPTION:

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

Project Type: \_\_\_\_\_ Contact Title: \_\_\_\_\_
Project Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_
Owner: \_\_\_\_\_ Contact Phone No: \_\_\_\_\_

DESIGN PROFESSIONAL

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

**PROJECT EXECUTION**

Were Liquidated Damages Assessed on this Project?  No  Yes - days\_\_\_\_\_ \$\_\_\_\_\_

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

List Subcontractors/Type of Work Performed

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

**PROJECT #4 – Describe how the project directly relates to the Canoncito-Eldorado Waterline Construction project.**

**DESCRIPTION:**

---



---



---



---



---

Project Type: \_\_\_\_\_ Contact Title: \_\_\_\_\_  
 Project Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
 Owner: \_\_\_\_\_ Contact Phone No: \_\_\_\_\_

**DESIGN PROFESSIONAL**

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

**PROJECT EXECUTION**

Were Liquidated Damages Assessed on this Project?  No  Yes - days\_\_\_\_\_ \$\_\_\_\_\_

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

List Subcontractors/Type of Work Performed

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_

**PROJECT #5 – Describe how the project directly relates to the Canoncito-Eldorado Waterline Construction project.**

**DESCRIPTION:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project Type: \_\_\_\_\_ Contact Title: \_\_\_\_\_

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

Owner: \_\_\_\_\_ Contact Phone No: \_\_\_\_\_

**DESIGN PROFESSIONAL**

Name: \_\_\_\_\_ Phone No: \_\_\_\_\_

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

Project Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

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

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

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

**PROJECT EXECUTION**

Were Liquidated Damages Assessed on this Project?  No  Yes - days \_\_\_\_\_ \$ \_\_\_\_\_

Percentage of Work Subcontracted: \_\_\_\_\_% Contract Type

Competitive Bid Lump Sum

Negotiated Lump Sum

Guaranteed Maximum Price

Other/Describe: \_\_\_\_\_

List Subcontractors/Type of Work Performed

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_

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

Project #1-Name: \_\_\_\_\_  
 Owner: \_\_\_\_\_ Owner Ph. # \_\_\_\_\_  
 Architect/Engineer: \_\_\_\_\_ Arch./Eng. Ph.# \_\_\_\_\_  
 Contract Amount: \_\_\_\_\_ Percentage Complete: \_\_\_\_\_  
 Scheduled Completion Date: \_\_\_\_\_

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

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

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

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

D. List the categories of work that the firm/business normally performs with its own forces.

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

4. KEY PERSONNEL EXPERIENCE

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

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

- 1) At least five (5) years' experience in the construction industry?  
 Yes      Number of Years: \_\_\_\_\_       No
  
  - 2) Experience on at least one (1) construction types similar to the Canoncito-Eldorado Waterline project?  
 Yes      Number Projects: \_\_\_\_\_       No
  
  - 3) Experience as a Project Manager on one (1) or more construction projects valued at **\$5,000,000** or more?  
 Yes      Number Projects: \_\_\_\_\_       No
- b. Does your assigned ***Project Superintendent*** have the following minimum qualifications and experience?
- 1) At least five (5) years' experience in the construction industry?  
 Yes      Number Years: \_\_\_\_\_       No
  
  - 2) Experience on at least one (1) construction type similar to the Canoncito-Eldorado Waterline project?  
 Yes      Number Projects: \_\_\_\_\_       No
  
  - 3) Experience as a Project Superintendent on one (1) or more construction projects valued at **\$5,000,000** or more?  
 Yes Number Projects: \_\_\_\_\_       No
- c. Does your assigned ***Safety Manager*** have the following minimum qualifications and experience?
- 1) At least five (5) years' experience in a safety management role?  
 Yes      Number Years: \_\_\_\_\_       No
  
  - 2). Experience on at least one (1) construction type similar to the Canoncito-Eldorado Waterline project?  
 Yes      Number Projects: \_\_\_\_\_       No
- d. List the individuals the firm will assign as the project manager team and the roles/functions each individual will perform during the construction/occupancy phase.
- 1) Project Manager: \_\_\_\_\_ Years with the firm: \_\_\_\_\_  
Present Position/Job Title: \_\_\_\_\_ Years in this Position: \_\_\_\_\_

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

---

---

---

---

---

---

---

---

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

2) Superintendent: \_\_\_\_\_ Years with the firm: \_\_\_\_\_

Present Position/Job Title: \_\_\_\_\_ Years in this Position: \_\_\_\_\_

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

---

---

---

---

---

---

---

---

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

3) Safety Manager: \_\_\_\_\_ Years with the firm: \_\_\_\_\_

Present Position/Job Title: \_\_\_\_\_ Years in this Position: \_\_\_\_\_

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

---

---

---

---

---

---

---

---

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

4) QA/QC Manager: \_\_\_\_\_ Years with the firm: \_\_\_\_\_

Present Position/Job Title: \_\_\_\_\_ Years in this Position: \_\_\_\_\_

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

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

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

Does your firm have the immediate capacity to perform the work required for the Canoncito-Eldorado Waterline project?

Yes  No

6. SURETY

a. Firm's current surety company: \_\_\_\_\_

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

Yes  No (Explain)

Explanation: \_\_\_\_\_

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

Contact Agent: Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Years utilizing this surety: \_\_\_\_\_ Maximum Capacity: \_\_\_\_\_

Aggregate Total of current surety in force: \_\_\_\_\_

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

Yes  No (Explain)

Explanation: \_\_\_\_\_

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

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

[ ] Yes [ ] No (Explain)

Explanation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

d. Has your firm used other surety companies since 2010?

[ ] Yes (List) [ ] No

List: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

[ ] Yes [ ] No (Explain)

Explanation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. SAFETY

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

[ ] Yes [ ] No (Explain)

Explanation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

2019 \_\_\_\_\_ / 2018 \_\_\_\_\_ / 2016 \_\_\_\_\_

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

[ ] Yes [ ] No (Explain)

Explanation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. INSURANCE AND CLAIMS HISTORY

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

Explanation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Explanation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Explanation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. QUALITY ASSURANCE

- a. Does your firm have a written Quality Assurance Program?       Yes  No

10. PROJECT SCHEDULING

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

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

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

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

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

1) Project: \_\_\_\_\_

Reason for Delay:

\_\_\_\_\_

2) Project: \_\_\_\_\_

Reason for Delay:

\_\_\_\_\_

3) Project: \_\_\_\_\_

Reason for Delay:

\_\_\_\_\_

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

If yes, list projects:

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

## 11. LABOR CODE VIOLATIONS

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

Explanation: \_\_\_\_\_

\_\_\_\_\_

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

Explanation: \_\_\_\_\_

\_\_\_\_\_

12. EQUIPMENT

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

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

The undersigned certifies that all of the Qualification information submitted with this form is true and correct.

\_\_\_\_\_  
Name & Title \_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Firm Name

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

\_\_\_\_\_  
Email Address \_\_\_\_\_  
Telephone Number

**APPENDIX B  
SUBCONTRACTOR’S STATEMENT OF QUALIFICATIONS  
VOLUME 1: Technical Response**

**Complete one form for each subcontractor listed on  
Subcontractor Listing Form (Appendix I) for all work over \$5,000 or one half of one percent  
of the total contract (whichever is greater)**

(Fill in the line with *DISCIPLINE/TRADE*) \_\_\_\_\_

**1. ORGANIZATION**

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

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

Principal Office: \_\_\_\_\_

Corporation    Partnership    Sole Proprietorship    Joint Venture

Other \_\_\_\_\_

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

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

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

**2. LICENSING**

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

b. License Classification: \_\_\_\_\_ License Code: \_\_\_\_\_

c. License Number: \_\_\_\_\_

d. Issue Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

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

Yes, Free of suspensions or revocation    No (Explain)

f. List all applicable Business licenses required by the State of New Mexico or local laws?

1) License Number: \_\_\_\_\_ Jurisdiction: \_\_\_\_\_

Name of License Holder, exactly as it appears on file with jurisdictional authorities.  
\_\_\_\_\_

Issue Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

2) License Number: \_\_\_\_\_

Jurisdiction: \_\_\_\_\_

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

Issue Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

3) License Number: \_\_\_\_\_ Jurisdiction: \_\_\_\_\_

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

Issue Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

g. Is your firm free from formal debarment from Public Works, federal, state or local jurisdictions?  Yes  No (Explain)

Explanation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. EXPERIENCE

a. Has your firm completed one (1) or more river stabilization and restoration projects of similar complexity?  
 Yes  No

List Projects:

Project 1 Name:  
\_\_\_\_\_

Project 2 Name:  
\_\_\_\_\_

Project 3 Name:  
\_\_\_\_\_

4. KEY PERSONNEL EXPERIENCE

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

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

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

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

3) Experience as a Project Manager on one (1) or more projects requiring construction coordination of a project valued at a **total** construction cost of **\$60,000** or more?  
 Yes Number Projects: \_\_\_\_\_  No

b. Does your assigned **Project Superintendent/Lead Foreman** have the following minimum qualifications and experience?

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

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

3) Experience as a **Superintendent/Lead Foreman** on **one (1)** or more projects requiring construction coordination of a project valued at a **total** construction cost of **\$60,000** or more?  
 Yes Number Projects: \_\_\_\_\_  No

c. Does your assigned **Safety Program Manager** have the following minimum qualifications and experience?

1) At least **three (3)** years' experience in a safety management role?  
 Yes Number Years: \_\_\_\_\_  No

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

d. List the individuals your firm will assign as your project management team and the roles/functions each individual will perform during the construction/occupancy phase.

1. Project Manager: \_\_\_\_\_ Years with your firm: \_\_\_\_\_

Present Position/Job Title: \_\_\_\_\_ Years in this Position: \_\_\_\_\_

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

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

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

2. Supt/Lead Foreman:  
\_\_\_\_\_ Years with your firm: \_\_\_\_\_

Present Position/Job Title: \_\_\_\_\_ Years in this Position: \_\_\_\_\_

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

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

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

3. Safety Manager: \_\_\_\_\_ Years with your firm: \_\_\_\_\_

Present Position/Job Title: \_\_\_\_\_ Years in this Position: \_\_\_\_\_

List other project(s) this person has had a similar role for the past three (3) years.

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

Is your Safety Manager a Principal or Office of the firm? [ ] Yes [ ] No

4. QA/QC Manager: \_\_\_\_\_ Years with your firm: \_\_\_\_\_

Present Position/Job Title: \_\_\_\_\_ Years in this Position: \_\_\_\_\_

List other project(s) this person has had a similar role for the past five (5) years.

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

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

5. CAPACITY AND CAPABILITY TO PERFORM THE WORK

a. Resources

1) List title and number of current employees:

Title	Number
-------	--------

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

Explanation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. Please list all projects currently under contract valued over \$\_\_\_\_\_ with scheduled completion dates. (Attachment E)

See Attachment  None

6. SURETY

a. Firm's current surety company: \_\_\_\_\_

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

Yes  No (Explain)

Explanation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Agent/Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Years utilizing this surety: \_\_\_\_\_ Maximum Capacity: \_\_\_\_\_  
Aggregate Total of current surety in force: \_\_\_\_\_

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

Yes  No (Explain)

Explanation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Yes  No (Explain)

Explanation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

d. Has your firm used other surety companies since 2010?

Yes (List  No

List:

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

e. Is your firm able to obtain bonding in the amount required for the completion of this project?

Please provide a notarized declaration from the surety identified above stating the amount of bonding capacity available to your firm for this project.

Yes  No (Explain)

Explanation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned certifies that all of the Qualification information submitted with this form is true and correct.

\_\_\_\_\_  
Name & Title Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Telephone Number

-----End of Subcontractor's Qualification Statement Questionnaire-----

**APPENDIX C**

**ACKNOWLEDGEMENT OF RECEIPT FORM**

**RFP# 2020-0220-PW/CW**

**CONSTRUCTION SERVICES for the CANONCITO- ELDORADO WATERLINE**

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on **June 25, 2020**. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the County's written responses to those questions as well as RFP amendments, if any are issued.

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

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

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

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

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

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

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

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

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

Coralie Whitmore  
Santa Fe County Purchasing Division  
142 W. Palace Avenue (Second Floor)  
Santa Fe, New Mexico 87501  
(505) 992-9864  
(505) 989-3243  
[cgwhitmore@santafecountynm.gov](mailto:cgwhitmore@santafecountynm.gov)

## APPENDIX D

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

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

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

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

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

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

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

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature                      Date

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

**--OR--**

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

\_\_\_\_\_  
Signature                      Date

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

**APPENDIX E**

**RESIDENT VETERANS PREFERENCE CERTIFICATION**

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

**Please check the box:**

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

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

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

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

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

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

\*Must be an authorized signatory of the Business.

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

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

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

My Commission Expires:

\_\_\_\_\_

**APPENDIX F  
COST PROPOSAL FORM**

**SANTA FE COUNTY PUBLIC WORKS  
CONSTRUCTION SERVICES for the CANONCITO- ELDORADO WATERLINE**

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

In compliance with the information for Bidders and in strict conformance with the Contract Documents, \_\_\_\_\_, hereinafter called the Bidder, organized and existing under the laws of the State of New Mexico as a \_\_\_\_\_(type of business or legal entity), hereby proposes to perform all the WORK required for the Construction Services for the Canoncito- Eldorado Waterline Project that is located in Santa Fe County, New Mexico.

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

The undersigned hereby agrees to execute and deliver the 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 work on a project assignment within fifteen (15) days, or such further time as may be allowed in writing by Santa Fe County after notification to proceed.

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

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

(Corporate Seal)

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

\_\_\_\_\_  
Address

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

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

(Names of individual members of

---

---

---

---

Corporation organized under  
the laws of the State of

---

---

New Mexico Contractor's License No.

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

---

**THIS SPACE LEFT INTENTIONALLY BLANK**

**APPENDIX G**  
**COST FORM**  
SANTA FE COUNTY  
CONTRACTING AGENCY AND OWNER

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

hereinafter called "Offeror".

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

hereinafter called "CONTRACTING AGENCY",

BID FOR: SANTA FE COUNTY  
CONSTRUCTION SERVICES for the  
CANONCITO- ELDORADO WATERLINE  
PROJECT  
PROJECT: RFP NO. 2020-0220-PW/CW

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 Proposals
- B. Instructions for Offerors
- C. Cost Proposal Form and other required forms as listed herein
- D. Sample Construction Agreement
- E. Offer Security
- F. Form of Performance Bond
- G. Form of Labor and Material Payment Bond
- I. Non-Collusion Affidavit of Prime Bidder
- J. Subcontractor Listing - \$5,000.00 threshold
- K. Equal Employment Opportunity Certification
- L. Certification of Non-Segregated Facilities
- M. Campaign Contribution Form

Therefore, the Offeror hereby proposes to furnish all supervision, technical personnel, labor, materials, tools appurtenances, equipment, and services (including all utility and transportation services) required to complete the construction of the Construction Services for the Canoncito- Eldorado Waterline Project, 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). Offeror has provided unit prices for the scope of work.

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

undersigned within sixty (60) days after the opening thereof or at any time thereafter before this cost is withdrawn, the undersigned agrees to execute and deliver the agreement in the prescribed form within ten (10) days after the agreement is presented to him for signature.

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

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

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

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

This Proposal contains the following:

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

Respectfully submitted:

Name of Offeror:

Official Address:

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

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

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

**APPENDIX H**  
**PROJECTED COST SHEET**

**Construction Services for the Canoncito-Eldorado WaterLine Project**  
**RFP No. 2020-0220-PW/CW**  
**APPENDIX H: PROJECTED COST SHEET**

Item No.	Description	Unit	Quantity	Unit Price	Extended Price
<b>Bid Lot 1: Water Transmission Line #1 (Sheets: W-202 to W-218)</b>					
1.01	Horizontal wet tap connection to existing 16-inch ductile iron pipe shown on Sheet W-202 (Station 10+00), including: excavation, backfill, wet tap connection and 12" tapping valve, valve box, fittings, pipe, installation, all appurtenances, and all incidental work, complete in place.	LS	1		
1.02	Vertical wet tap connection to existing 16-inch ductile iron pipe for 3-inch air valve shown on Sheet W-202, including: excavation, backfill, wet tap connection and 4" tapping valve, fittings, pipe, installation, all appurtenances, and all incidental work, complete in place.	LS	1		
1.03	Connection Detail 1, including: piping, fittings, and all appurtenances, complete in place, excluding Pipe. (Connection Detail W-508) Stations: 54+10, 90+63, 116+85, 130+69, and 162+95.	LS	5		
1.04	8-inch Polyvinyl Chloride Pipe, including: pipe, all fittings, restraint devices, installation in trench, wrapping of metallic fitting components for corrosion protection, and all incidental work, complete in place.	LF	100		
1.05	12-inch Polyvinyl Chloride Pipe, including: pipe, all fittings, restraint devices, installation in trench, wrapping of metallic fitting components for corrosion protection, and all incidental work, complete in place.	LF	15,505		
1.06	Trenching for 8-inch water transmission line for limits shown on Drawings, including: trenching, backfill, compaction, shoring, riprap, all associated appurtenances, and incidental work, complete in place. Excluding HDD pits.	LF	100		
1.07	Trenching for 12-inch water transmission line for limits shown on Drawings, including: trenching, backfill, compaction, shoring, riprap, all associated appurtenances, and incidental work, complete in place. Excluding HDD pits.	LF	15,505		
1.08	Rock Excavation for waterlines; include removal and disposal of unsuitable backfill material, and supply and hauling of imported backfill material. Does not include placement and compaction of backfill.	LF	500		
1.09	Pressure testing, flushing, and disinfection of all waterlines, including: all temporary piping connections, hauling or pumping of water as needed, all incidental work to complete the work, and bacteriological testing costs.	LF	20,200		
1.10	Pipe Detection System and Pipe Markers, including: underground cable tracing equipment, identification tape, tracer wire and terminal boxes, pipe markers, field testing of tracer wire, install tracer wire and identification tape continuously in trench over all pipe and valves, and all incidental work, complete in place. Excludes tracing wire in horizontal directional drills.	LF	15,605		
1.11	8-inch Buried Valves, including fittings, external restraint devices and valve box, complete in place.	EA	5		
1.12	12-inch Buried Valves, including fittings, external restraint devices and valve box, complete in place.	EA	15		
1.13	1-inch, 2-inch and 3-inch Combination Air Valve Stations, including: precast manhole vault, piping, insulated wraps, all appurtenances, and all incidental work, complete in place.	EA	11		
1.14	Flushing Port Station, including: piping, fittings, valve with box, concrete pad, and all appurtenances, complete in place.	EA	8		
1.15	HDD - Pull head rental fee	LS	1		
1.16	Pair of HDD pits, to include earthwork, stabilization and shoring.	EA	8		
1.17	Arroyo Crossing 1 - Horizontal Directional Drill (HDD), 14-inch HDPE pipe, Station 31+47 to Station 42+73 (1,126 feet); including: all work associated with the HDD work, restrained transition couplings, all fittings and appurtenances, mud disposal, unloading, staging, installation, pipe rollers, earthwork, site power, diesel fuel, fittings for connection work, installation of 3 10-gauge insulated tracer wires, and all incidental work, complete in place.	LF	1,126		
1.18	Arroyo Crossing 2 - Horizontal Directional Drill (HDD), 14-inch HDPE pipe, Station 72+15 to Station 80+21 (806 feet); including: all work associated with the HDD work, restrained transition couplings, all fittings and appurtenances, mud disposal, unloading, staging, installation, pipe rollers, earthwork, site power, diesel fuel, fittings for connection work, installation of 3 10-gauge insulated tracer wires, and all incidental work, complete in place.	LF	806		
1.19	Arroyo Crossing 3 - Horizontal Directional Drill (HDD), 14-inch HDPE pipe, Station 102+57 to Station 109+45 (688 feet); including: all work associated with the HDD work, restrained transition couplings, all fittings and appurtenances, mud disposal, unloading, staging, installation, pipe rollers, earthwork, site power, diesel fuel, fittings for connection work, installation of 3 10-gauge insulated tracer wires and all incidental work, complete in place.	LF	688		
1.20	Arroyo Crossing 4 - Horizontal Directional Drill (HDD), 14-inch HDPE pipe, Station 113+53 to Station 116+08 (255 feet); including: all work associated with the HDD work, restrained transition couplings, all fittings and appurtenances, mud disposal, unloading, staging, installation, pipe rollers, earthwork, site power, diesel fuel, fittings for connection work, installation of 3 10-gauge insulated tracer wires and all incidental work, complete in place.	LF	255		
1.21	Arroyo Crossing 5 - Horizontal Directional Drill (HDD), 14-inch HDPE pipe, Station 131+56 to Station 137+33 (577 feet); including: all work associated with the HDD work, restrained transition couplings, all fittings and appurtenances, mud disposal, unloading, staging, installation, pipe rollers, earthwork, site power, diesel fuel, fittings for connection work, installation of 3 10-gauge insulated tracer wires and all incidental work, complete in place.	LF	577		
1.22	Arroyo Crossing 6 - Horizontal Directional Drill (HDD), 14-inch HDPE pipe, Station 147+12 to Station 151+75 (463 feet); including: all work associated with the HDD work, restrained transition couplings, all fittings and appurtenances, mud disposal, unloading, staging, installation, pipe rollers, earthwork, site power, diesel fuel, fittings for connection work, installation of 3 10-gauge insulated tracer wires and all incidental work, complete in place.	LF	463		

1.23	Arroyo Crossing 7 - Horizontal Directional Drill (HDD), 14-inch HDPE pipe, Station 180+07 to Station 183+89 (382 feet); including: all work associated with the HDD work, restrained transition couplings, all fittings and appurtenances, mud disposal, unloading, staging, installation, pipe rollers, earthwork, site power, diesel fuel, fittings for connection work, installation of 3 10-gauge insulated tracer wires and all incidental work, complete in place.	LF	382		
1.24	Arroyo Crossing 8 - Horizontal Directional Drill (HDD), 14-inch HDPE pipe, Station 194+04 to Station 197+02 (298 feet); including: all work associated with the HDD work, restrained transition couplings, all fittings and appurtenances, mud disposal, unloading, staging, installation, pipe rollers, earthwork, site power, diesel fuel, fittings for connection work, installation of 3 10-gauge insulated tracer wires and all incidental work, complete in place.	LF	298		
1.25	County-to-District Connection Vault - Water Master Meter: All work associated with the installation of the Water meter, all fittings and appurtenances, trenching, backfilling, compaction, and all incidental work. See Sheet W-218 and W-510.	LS	1		
1.26	Revegetative Seeding of all areas scheduled in the Construction Notes on Sheet G-002, including: all work, all appurtenances and incidental work for all open-cut trenching, complete in place.	LF	15,605		
<b>Bid Lot 2: Water Transmission Line #2 (Sheets: W-220 to W-222)</b>					
2.01	Connect to District's District-to-County Connection Structure, Including All materials. All work associated with the connection, all fittings and appurtenances, trenching, backfilling, compaction. Connection at Existing EAWSD Meter, See Sheet W-220.	LS	1		
2.02	8-inch Polyvinyl Chloride Pipe, including: pipe, all fittings, restraint devices, installation in trench, wrapping of metallic fitting components for corrosion protection, and all incidental work, complete in place.	LF	2,354		
2.03	Trenching for 8-inch water transmission line for limits shown on Drawings, including: trenching, backfill, compaction, shoring, riprap, all associated appurtenances, and incidental work, complete in place. Excluding HDD	LF	2,354		
2.04	Rock Excavation for waterlines; include removal and disposal of unsuitable backfill material, and supply and hauling of imported backfill material. Does not include placement and compaction of backfill.	LF	589		
2.05	Pressure testing, flushing, and disinfection of all waterlines, including: all temporary piping connections, hauling or pumping of water as needed, all incidental work to complete the work, and bacteriological testing costs.	LF	2,972		
2.06	Pipe Detection System and Pipe Markers, including: underground cable tracing equipment, identification tape, tracer wire and terminal boxes, pipe markers, field testing of tracer wire, install tracer wire and identification tape continuously in trench over all pipe and valves, and all incidental work, complete in place. Excludes tracing wire in horizontal directional drills.	LF	2,354		
2.07	8-inch Buried Valves, including fittings, external restraint devices and valve box, complete in place.	EA	2		
2.08	1-inch, 2-inch and 3-inch Combination Air Valve Stations, including: precast manhole vault, piping, insulated wraps, all appurtenances, and all incidental work, complete in place.	EA	6		
2.09	Horizontal Directional Drill (HDD), 8-inch HDPE pipe, Station 29+52 to Station 30+20 (68 feet); including: all work associated with the HDD work, restrained transition couplings, all fittings and appurtenances, mud disposal, unloading, staging, installation, pipe rollers, earthwork, site power, diesel fuel, fittings for connection work, installation of 3 10-gauge insulated tracer wires and all incidental work, complete in place.	LF	68		
2.10	Horizontal Directional Drill (HDD), 8-inch HDPE pipe, Station 31+70 to Station 35+80 (410 feet); including: all work associated with the HDD work, restrained transition couplings, all fittings and appurtenances, mud disposal, unloading, staging, installation, pipe rollers, earthwork, site power, diesel fuel, fittings for connection work, installation of 3 10-gauge insulated tracer wires and all incidental work, complete in place.	LF	410		
2.11	Horizontal Directional Drill (HDD), 8-inch HDPE pipe, Station 36+00 to Station 37+40 (140 feet); including: all work associated with the HDD work, restrained transition couplings, all fittings and appurtenances, mud disposal, unloading, staging, installation, pipe rollers, earthwork, site power, diesel fuel, fittings for connection work, installation of 3 10-gauge insulated tracer wires and all incidental work, complete in place.	LF	140		
2.12	HDD - Pull head rental fee	LS	1		
2.13	Pair of HDD pits, to include earthwork, stabilization and shoring.	EA	3		
2.14	Revegetative Seeding of all areas scheduled in the Construction Notes on Sheet G-002, including: all work, all appurtenances and incidental work for all open-cut trenching, complete in place.	EA	2,354		
<b>Bid Lot 3: Water Transmission Line #3 (Sheets W-223 to W-238)</b>					
3.01	6-inch Polyvinyl Chloride Pipe, including: pipe, all fittings, restraint devices, installation in trench, wrapping of metallic fitting components for corrosion protection, and all incidental work, complete in place.	LF	569		
3.02	8-inch Polyvinyl Chloride Stubout Pipes, including: pipe, all fittings, restraint devices, installation in trench, wrapping of metallic fitting components for corrosion protection, and all incidental work, complete in place.	LF	3,995		
3.03	10-inch Polyvinyl Chloride Pipe, including: pipe, all fittings, restraint devices, installation in trench, wrapping of metallic fitting components for corrosion protection, and all incidental work, complete in place.	LF	15,051		
3.04	6-inch Ductile Iron Carrier Pipe for Jack and Bore, Including pipe, all fittings, restraint devices, installation in trench, wrapping of metallic fitting components and ductile iron pipe for corrosion protection, and all incidental work, complete in place.	Not Used	0		
3.05	10-inch Ductile Iron Carrier Pipe for Jack and Bore, Including pipe, all fittings, restraint devices, installation in trench, wrapping of metallic fitting components and ductile iron pipe for corrosion protection, and all incidental work, complete in place.	LF	167		
3.06	Trenching for 6-inch water stubout lines for limits shown on Drawings, including: trenching, backfill, compaction, shoring, riprap, all associated appurtenances, and incidental work, complete in place.	LF	569		
3.07	Trenching for 8-inch water transmission line for limits shown on Drawings, including: trenching, backfill, compaction, shoring, riprap, all associated appurtenances, and incidental work, complete in place.	LF	3,995		

3.08	Trenching for 10-inch water transmission line for limits shown on Drawings, including: trenching, backfill, compaction, shoring, riprap, all associated appurtenances, and incidental work, complete in place.	LF	15,148		
3.09	Rock Excavation for waterlines; include removal and disposal of unsuitable backfill material, and supply and hauling of imported backfill material. Does not include placement and compaction of backfill.	LF	1,000		
3.10	Pressure testing, flushing, and disinfection of all waterlines, including: all temporary piping connections, hauling or pumping of water as needed, all incidental work to complete the work, and bacteriological and radionuclides testing costs.	LF	19,782		
3.11	Pipe Detection System and Pipe Markers, including: underground cable tracing equipment, identification tape, tracer wire and terminal boxes, pipe markers, field testing of tracer wire, install tracer wire and identification tape continuously in trench over all pipe and valves, and all incidental work, complete in place. Includes tracing wire in jack and bores.	LF	19,782		
3.12	6-inch Buried Valves, including fittings, external restraint devices and valve box, complete in place.	EA	10		
3.13	8-inch Buried Valves, including fittings, external restraint devices and valve box, complete in place.	EA	3		
3.14	10-inch Buried Valves, including fittings, external restraint devices and valve box, complete in place.	EA	14		
3.15	1-inch, 2-inch and 3-inch Combination Air Valve Stations, including: precast manhole vault, piping, insulated wraps, all appurtenances, and all incidental work, complete in place.	EA	6		
3.16	Fire Hydrant Assembly, including hydrant, gate valve and valve box, piping, fittings, external restraint devices, all appurtenances, and all incidental work, complete in place.	EA	25		
3.17	Residential water service connection and meter box, including saddle tap, corporation stop, service line, meter yoke and tubing, and all associated appurtenances, and all incidental work, complete in place for properties adjacent to the waterline.	EA	17		
3.18	Horizontal Directional Drilling under Old Las Vegas Highway for residential water service connections.	LF	1,010		
3.19	Jack and bore underneath Old Las Vegas HWY For 10" Waterline (18" CASING) Including: Materials, Bore pits, Complete in Place, Excluding Carrier pipe. See sheet W-232	LF	70		
3.20	Jack and bore underneath Old Las Vegas HWY For 6" Waterline Stubouts, Complete in Place, Excluding Carrier pipe.	Not Used	0		
3.21	Open-Cut Trench through the Arroyo For 10" Waterline (18" CASING) Including: Materials, bore pits, Rip-Rap, Flowable lean Backfill, Complete in Place, Excluding Carrier pipe. See Sheet W-223	LF	97		
3.22	10" waterline offset around culvert on Old Las Vegas HWY including flowable lean backfill. See Sheet W-235.	LS	1		
3.23	PRV Station, Complete In Place	LS	1		
3.24	Revegetative Seeding of all areas scheduled in the Construction Notes on Sheet G-002, including: all work, all appurtenances and incidental work for all open-cut trenching, complete in place.	LF	19,712		
<b>Bid Lot 4: Hondo 2 Fire Storage Tank</b>					
4.01	157,000 Gallon Ground Steel Tank, complete in place. Including tank disinfection, area sitework, yard piping, tank engineered fill and ring wall foundation and asphalt base, access stairway, overflow structure, rip-rap, retention pond and appurtenances and tank foundation.	LS	1		
4.02	Tank Mixer and Davit Crane, Complete in Place	LS	1		
4.03	Altitude Control Valve Vault. Include control valve, piping, valve vault structure, excavation and backfill, all appurtenances, and incidental work, complete in place.	LS	1		
4.04	Fire Hydrant assembly at Tank	EA	1		
4.05	12" Isolation gate valves before and after storage tank including, fittings, external restraint devices, and valve boxes, complete in place.	EA	2		
<b>Bid Lot 5: Hondo 2 Pump Station and Yard Piping</b>					
5.01	Construct Pump station building with concrete masonry unit walls with a metal truss roof and roofing system, including: foundation requirements, subgrade preparation, fill material, structural work, pump skid system, discharge hydropneumatic tank assembly, piping systems, gantry crane, architectural work and features, HVAC and plumbing work, coating systems, all appurtenances, including riprap swale, and all incidental work, complete in place.	LS	1		
5.02	Site Work for Pump Station. Include clearing and grubbing, all grading and drainage work, retention pond, subsurface drain, gravel surfaces, drive pad, sidewalk, removal of existing pavement and or foundations, tree removal, removal of containers, removal of all other material located on site, all appurtenances, and all incidental work, complete in place.	LS	1		
5.03	Yard Piping for Pump Station and Tank Site. Construct all piping work from the altitude valve vault to the meter vault, including connection to and from the Tank and connection to the fire station, including: trenching, backfill, compaction, pipe, fittings, fire hydrant assembly, isolation valves, restraint devices, installation in trench, all appurtenances, and all incidental work, complete in place.	LS	1		
5.04	Meter Vault. Include meter and transmitter, piping, fittings, vault structure, excavation and backfill, all appurtenances and incidental work, Complete in Place.	LS	1		
5.05	Electrical Power, Diesel Engine Generator, Controls and Instrumentation associated with the Tank and Pump Station. Coordinate with PNM for construction of extension of underground primary electrical service.	LS	1		
<b>Bid Lot 6: Other Project Construction Requirements</b>					
6.01	Mobilization, Insurance, and Bonds.	LOT	1		
6.02	Demobilization and Submittal of All Closeout Documents.	LOT	1		
6.03	Traffic Control	LS	1		
6.04	Prepare and execute Storm Water Pollution Prevention Plan (SWPPP) Compliance per requirements in Section 01 74 17, including all materials and labor, complete in place, for duration of construction period.	LS	1		
6.05	Construction Staking by New Mexico Registered Surveyor and Record Utility Location Survey.	LS	1		
6.06	Relocation of Underground Utilities Allowance	ALLOW	1	\$300,000.00	\$300,000.00
6.07	Testing Allowance	ALLOW	1	\$125,000.00	\$125,000.00

6.08	Electrical Service Allowance	ALLOW	1	\$30,000.00	\$30,000.00
6.09	Pre-Authorized Changes During Construction Allowance	ALLOW	1	\$150,000.00	\$150,000.00
6.10	Water Meter Allowance	ALLOW	1	\$6,800.00	\$6,800.00
6.11	Contingency - 10%	ALLOW	1		
<b>TOTAL BID LOTS 1 - 6 WRITTEN IN NUMBERS</b>		\$ _____			
<b>TOTAL BID LOTS 1 - 6 WRITTEN IN WORDS</b>					
<b>Exclusive of NM GRT</b>					

<b>Additive Alternatives</b>					
1	Jack and bore underneath Old Las Vegas HWY For 6" Waterline Stubouts, Complete in Place, Excluding Carrier pipe.	LF	930		
2	6-inch Polyvinyl Chloride Pipe, including: pipe, all fittings, restraint devices, installation in trench, wrapping of metallic fitting components for corrosion protection, and all incidental work, complete in place.	LF	741		
3	6-inch Ductile Iron Carrier Pipe for Jack and Bore, Including pipe, all fittings, restraint devices, installation in trench, wrapping of metallic fitting components and ductile iron pipe for corrosion protection, and all incidental work, complete in place.	LF	1050		
4	Pressure testing, flushing, and disinfection of all waterlines, including: all temporary piping connections, hauling or pumping of water as needed, all incidental work to complete the work, and bacteriological testing costs.	LF	1791		
5	Pipe Detection System and Pipe Markers, including: underground cable tracing equipment, identification tape, tracer wire and terminal boxes, pipe markers, field testing of tracer wire, install tracer wire and identification tape continuously in trench over all pipe and valves, and all incidental work, complete in place. Includes tracing wire in jack and bores	LF	1791		
6	6-inch Buried Valves, including fittings, external restraint devices and valve box, complete in place.	EA	24		
7	Fire Hydrant Assembly, including hydrant, gate valve and valve box, piping, fittings, external restraint devices, all appurtenances, and all incidental work, complete in place.	EA	9		
<b>TOTAL ADDITIVE ALTERNATES 1-7 WRITTEN IN NUMBERS</b>		\$ _____			
<b>TOTAL ADDITIVE ALTERNATES 1-7 WRITTEN IN WORDS</b>					
<b>Exclusive of NM GRT</b>					

### APPENDIX I SUBCONTRACTOR LISTING

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

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

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

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

**APPENDIX J  
NON-COLLUSION AFFIDAVIT OF PRIME OFFEROR**

STATE OF NEW MEXICO

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

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

- (1) They are the \_\_\_\_\_ of \_\_\_\_\_ the Offeror that has submitted the attached Proposal;
- (2) They are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such proposal;
- (3) Such proposal is genuine and is not a collusive or sham proposal;
- (4) Neither the said Offeror 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 Offeror, 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 Offeror, 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 proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror 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 \_\_\_\_\_ 2020.

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

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

**APPENDIX J (CONTINUED)**  
**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 Offeror, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal 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 Offeror, 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 Offeror 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 \_\_\_\_\_ 2020.

\_\_\_\_\_  
Notary Public

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

**SUBCONTRACTS**

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

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

**THIS SPACE INTENTIONALLY LEFT BLANK**

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

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

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

SIGNED: \_\_\_\_\_

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

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_

NOTARY PUBLIC

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

**APPENDIX L  
CERTIFICATION OF OFFEROR REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

**INSTRUCTIONS**

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

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

---

**CERTIFICATION OF OFFEROR**

Offeror's Name: \_\_\_\_\_

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

\_\_\_\_\_

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

---

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

---

NAME AND TITLE OF SIGNER (PLEASE TYPE)

---

SIGNATURE

---

DATE

APPENDIX L (CONTINUED)  
**CERTIFICATION OF SUBCONTRACTOR REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

INSTRUCTIONS

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

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

---

CERTIFICATION OF SUBCONTRACTOR

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

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

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

---

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

---

NAME AND TITLE OF SIGNER (PLEASE TYPE)

---

SIGNATURE

---

DATE

**APPENDIX M  
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 cost proposal, dated \_\_\_\_\_, 2020, for the Construction Services for the Canoncito- Eldorado Waterline Project basis in Santa Fe County, New Mexico.

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

B. SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
OFFEROR

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

(SEAL)

\_\_\_\_\_  
WITNESS

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

\_\_\_\_\_  
WITNESS

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

## PERFORMANCE BOND

A. KNOW ALL MEN BY THESE PRESENT, THAT WE \_\_\_\_\_, as PRINCIPAL, hereinafter called the PRINCIPAL and \_\_\_\_\_, as SURETY, hereinafter called the SURETY, are held and firmly bound unto Santa Fe County, a political subdivision of the State of New Mexico, hereinafter called the OBLIGEE, in the sum of \_\_\_\_\_

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

B. WHEREAS, the Principal has a written agreement dated \_\_\_\_\_, 2020, entered into a contract with Santa Fe County for the Construction Services for the Canoncito- Eldorado Waterline Project in Santa Fe County, New Mexico, in accordance with drawings and specifications prepared by Santa Fe County which contract is referenced made part hereof, and is hereinafter referred to as the contract.

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

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

b. SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

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

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
PRINCIPAL

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

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

Approved as to Form:

\_\_\_\_\_

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_

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

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

\_\_\_\_\_  
Surety's Authorized New Mexico Agent

## LABOR AND MATERIAL PAYMENT BOND

A. KNOW ALL MEN BY THESE PRESENT, THAT WE \_\_\_\_\_  
 \_\_\_\_\_ as PRINCIPAL, hereinafter called the PRINCIPAL and  
 \_\_\_\_\_ as SURETY, hereinafter called the SURETY, are held and  
 firmly bound unto Santa Fe County, a New Mexico Municipal Corporation as an OBLIGEE, hereinafter  
 call Santa Fe County, for the use and benefit of any claimants as herein below defined, in the amount of  
 \_\_\_\_\_  
 DOLLAR (\$) \_\_\_\_\_) for the payment whereof Principal and Surety bind themselves,  
 their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly be these  
 presents;

B. WHEREAS, the Principal has a written agreement dated \_\_\_\_\_, 2020,  
 entered into a contract with Santa Fe County for the Construction Services for the Canoncito- Eldorado  
 Waterline in Santa Fe County, New Mexico, in accordance with drawings and specifications prepared by  
 Santa Fe County which contract is referenced made part hereof, and is hereinafter referred to as the  
 contract.

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

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

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

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

b. SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

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

My Commission

\_\_\_\_\_

\_\_\_\_\_  
Contractor – Principal

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

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

Approved as to Form:

---

---

Surety

---

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

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

---

Surety's Authorized New Mexico Agent

**APPENDIX N  
PLANS AND SPECIFICATIONS**

**(Refer to the County website:  
[https://www.santafecountynm.gov/asd/current\\_bid\\_solicitations](https://www.santafecountynm.gov/asd/current_bid_solicitations))**

**APPENDIX O**  
**SAMPLE CONSTRUCTION AGREEMENT**

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



**SANTA FE COUNTY  
PURCHASING DIVISION  
2014 EDITION**

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

Hereafter “County”:

Hereafter “Contractor”:

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

TELEPHONE:  
E-MAIL ADDRESS:

**ENGINEER**

NAME: Molzen Corbin and Associates  
ADDRESS: 2701 Miles Road, SE  
Albuquerque, NM 87106  
TELEPHONE: (505) 242-5700  
E-MAIL ADDRESS: Smorrow@molzencorbin.com

Table of Contents

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

1.8	Day .....	17
1.9	Labor and Material Payment Bond .....	17
1.10	Lump Sum Agreement .....	18
1.11	Lump Sum Bid .....	18
1.12	Lump Sum Contract .....	18
1.13	Payment Bond .....	18
1.14	Performance Bond .....	18
1.15	Progress Payment .....	18
1.16	Progress Schedule .....	18
1.17	Punch List .....	18
1.18	Schedule of Values .....	18
1.19	Services .....	18
1.20	Stipulated Sum Agreement .....	18
1.21	Subcontractor .....	19
1.22	Unit Price Contract .....	19
1.23	Unit Prices .....	19
1.24	Working Day .....	19
1.25	Work on the Project .....	19
2.	Contract and Contract Documents .....	19
2.1	Entire Agreement .....	19
2.2	Relationship of Contract Documents .....	19
2.3	Conflicting Conditions .....	19
3.	Plans, Specifications and Addenda .....	20
3.1	The plans, specifications and addenda .....	20
3.2	Certificates and Documents Incorporated .....	20
4.	Contract Security - Bonds .....	20
4.1	Performance Bond .....	20
4.2	Payment Bond .....	20
4.3	Additional or Substitute Bond .....	20
4.4	Labor and Material Bond .....	20
5.	Terms and Meanings .....	20
5.1	Words and Phrases .....	21
5.2	Gender, Singular/Plural .....	21
5.3	Captions & Section Headings .....	21
5.4	Interchangeable Terms .....	21
6.	Compliance with Applicable Law, Choice of Law .....	21
6.1	Agreement governed by the laws of the State of New Mexico .....	21

6.2 Contractor shall comply with all applicable laws, ordinances & regulations .....21

6.3 Minimum Wage Rate .....21

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

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

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

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

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

7.1 Agreement shall become effective .....22

7.2 Substantial Completion.....22

8. Termination.....22

8.1 Termination of Agreement for Cause .....22

8.2 Termination for Convenience .....22

8.3 Right of the County to Terminate Contract .....22

9. Appropriations & Authorizations .....23

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

11. Indemnification .....23

11.1 Contractor shall indemnify .....23

11.2 County shall have right to control and participate in defense  
of demand or suit .....23

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

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

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

12.2 Settlement Agreement.....24

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

13. Dispute Resolution.....24

13.1 Mediation .....24

13.2 Mediation Process.....24

13.3 Litigation.....24

14. Insurance .....25

14.1 Insurance required before contractor commences work .....25

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

14.3 General Conditions .....25

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

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

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

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

14.8 Builder’s Risk Insurance.....26

14.9 Increased Limits.....26

14.10 Additional Insured .....26

15. Independent Contractor.....26

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

15.2 Contractor shall not subcontractor without written approval .....26

15.3 Contractor shall maintain detailed time records .....26

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

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

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

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

17. Assignment .....27

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

18. Subcontracting .....27

18.1 Contractor shall not subcontract without written notice to County .....27

18.2 Contractor shall provide listing of subcontractors .....27

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

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

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

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

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

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

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

19. Personnel.....28

19.1 All work performed by Contractor .....28

19.2 Contractor shall secure all qualified personnel required to perform work .....28

20. Notices .....29

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

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

21. Release .....29

22. Waiver.....29

CONDITIONS OF THE WORK

1. Additional Instructions & Detail Drawings .....29

1.1 Additional instructions & drawings as necessary .....29

2. Shop or Setting Drawings .....30

2.1 Contractor shall submit copies of shop or setting drawing.....30

3. Materials, Services and Facilities .....30

4. Contractor’s Title to Materials.....30

4.1 No materials or supplies shall be purchased by subject to chattel mortgage .....30

5. Inspection and Testing of Materials.....30

5.1 All material and equipment shall be subject to adequate inspection .....30

5.2 Materials of construction shall be subject to inspection and testing.....31

6. “Or Equal” Clause.....31

6.1 To establish a standard.....31

7. Patents .....31

7.1 Patented or Unpatented Invention.....31

7.2 License or Royalty Fees.....31

7.3 Copyrighted Design .....31

8. Surveys, Permits and Regulations.....31

8.1 County will furnish all surveys .....31

8.2 Contractor shall procure and pay all permits, licenses and approvals .....32

8.3 Contractor shall comply with all laws, ordinances, rules orders & regulations ....32

9. Contractor’s Obligations.....32

9.1 Contractor shall perform all work and furnish all materials, equipment, machinery.....32

9.2 Contractor shall complete entire work.....32

10. Weather Conditions .....32

10.1 Temporary suspension of Work.....32

11. Protection of Work and Property - Emergency.....32

11.1 Contractor shall safeguard County’s property .....32

11.2 Emergency which threatens loss or injury of property .....32

11.3 Contractor shall act as instructed or authorized.....33

11.4 Reimbursement claimed by Contractor .....33

12. Inspection .....33  
 12.1 County shall be permitted to inspect all work, materials, payrolls, records .....33

13. Reports, Records and Data.....33  
 13.1 Contractor shall submit to County schedules, payrolls, reports, estimates.....33

14. Superintendent by Contractor .....33  
 14.1 Contractor shall employ a construction superintendent.....33

15. Changes in Work.....33  
 15.1 No changes in Work without written approval .....33

16. Extras .....34  
 16.1 County may order extra Work .....34

17. Inspection of Services .....34  
 17.1 Contractor shall provide inspection system .....34  
 17.2 County has the right to inspect and test all services .....34  
 17.3 Contractor shall furnish all reasonable facilities and assistance .....34  
 17.4 If any services do not conform with Contract requirements .....34  
 17.5 County may perform the services and charge Contractor.....34

18. Correction of Work .....34  
 18.1 Work shall be made good if failure to meet County approval .....34

19. Warranty of Construction .....35  
 19.1 Warrants that Work conforms with Contract requirements .....35  
 19.2 One year warranty .....35  
 19.3 Contractor shall remedy any failure to conform .....35  
 19.4 Contractor shall restore any Work damaged.....35  
 19.5 County shall notify Contractor of any failure, defect or damage .....35  
 19.6 If Contractor fails to remedy .....35  
 19.7 Contractor shall obtain all warranties, executed in writing .....35  
 19.8 Contractor’s warranty has expired .....36  
 19.9 Defect in County furnished material or design .....36  
 19.10 County’s rights under the Inspection and Acceptance Clause.....36

20. Subsurface Conditions Found Different .....36  
 20.1 Subsurface conditions materially differing from plans and specifications .....36

21. Claims for Extra Cost.....36  
 21.1 No claim for extra work or cost .....36

22. Construction Schedule and Periodic Estimates.....36

22.1	Estimated construction progress schedule .....	36
22.2	Progress Schedule .....	37
23.	Assignments .....	37
23.1	Contractor shall not assign.....	37
24.	Mutual Responsibility of Contractors.....	37
24.1	Acts of Negligence.....	37
25.	Separate Contract .....	37
25.1	Coordination with other contractors .....	37
26.	Architect/Engineer’s Authority.....	37
26.1	Orders & Directions to execution of the Work.....	37
26.2	Decisions concerning meaning and intent .....	38
27.	Stated Allowances.....	38
27.1	Contract sum for all allowances.....	38
28.	Use of Premises and Removal of Debris .....	38
28.1	Contractor undertakes at own expense .....	38
29.	Quantities of Estimate.....	39
29.1	Increase and decrease of estimated quantities .....	39
30.	Lands and Right-of-Way.....	39
30.1	County shall obtain all lands and rights-of way.....	39
31.	General Guaranty .....	39
31.1	Work not done in accordance with contract documents .....	39
32.	Protection of Lives and Health .....	39
32.1	Protection of persons and property .....	39
33.	Interest of Member.....	39
33.1	BCC shall not have any share or interest .....	39
34.	Other Prohibited Interests .....	39
34.1	No County official or others to be personally interested in Contract .....	39
35.	Use & Occupancy Prior to Acceptance by County.....	40
35.1	Partial Occupancy by County.....	40
	Attachment A            Cost Sheets.....	41
	Attachment B            Addenda and Modifications.....	43
	Exhibit A                Project Manual .....	44

Exhibit B	Technical Specifications .....	45
Exhibit C	Labor and Material Payment Bond .....	46
Exhibit D	Performance Bond .....	48
Exhibit E	Assignment of Antitrust Claims.....	50
Exhibit F	Certificate of Liability Insurance .....	51
Exhibit G	Notice of Contract Award.....	52
Exhibit H	Notice to Proceed .....	53
Exhibit I	Change Order .....	54
Exhibit J	Certificate of Substantial Completion .....	56

**RECITALS**

**WHEREAS**, in accordance with Section 13-1-103 through Section 13-1-110, NMSA 1978, the County issued Invitation for Bid (IFB) No. 2020-0220-PW/CW to procure construction services for the Canoncito-Eldorado Waterline Project Phase s I and III; and

**WHEREAS**, the Contractor submitted its proposal dated July 15, 2020, in response to the RFP; and

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

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

**WHEREAS**, the Owner agrees to hire the Contractor, and the Contractor agrees to provide construction services as required herein for the project in accordance with the terms and conditions of this Agreement; and

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

**ARTICLE 1  
THE CONTRACT DOCUMENTS**

**1.1 DOCUMENTS**

The Contract Documents consist of the following:

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

**1.2 CERTIFICATES AND DOCUMENTATION**

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

- Project Manual Exhibit A
- Technical Specifications as listed in Plan Set Exhibit B
- Labor and Material Payment Bond Exhibit C
- Performance Bond Exhibit D

Assignment of Antitrust Claims  
 Certificate of Insurance  
 Notice of Award  
 Notice to Proceed  
 Change Order  
 Certificate of Substantial Completion

Exhibit E  
 Exhibit F  
 Exhibit G  
 Exhibit H  
 Exhibit I  
 Exhibit J

**ARTICLE 2  
 THE WORK**

**2.1 THE WORK**

The Contractor shall perform all the work required by the Contract Documents for the following: Under this Contract, work consists of constructing a new water transmission line and booster pumping station in accordance with Engineered Design Drawings and Specifications, Canoncito-Eldorado Waterline Project No. 2019-0007-PW/CW, by Molzen Corbin and Associates completed for Santa Fe County (Owner).

All equipment and facilities shall be furnished, installed, and constructed by the Contractor to provide the Owner with complete, ready to use components, systems, and facilities. All necessary materials and work required to accomplish this are the responsibility of the Contractor alone, whether or not specifically indicated on the Drawings or stated in the Specifications.

General Description of Work

This project provides a water transmission line from the Rancho Viejo Water Tank Service Area to a point of connection with the Eldorado Area Water and Sanitation District (EAWSD on their northwestern border. The EAWSD then delivers water to the County water transmission facilities at a point of connection on the northeastern border of the EAWSD. The County receives water from the EAWSD at that point of connection and delivers it to the Community of Cañoncito through a booster pump station and transmission line along the Old Las Vegas Highway starting at the Lamy Junction Exit on Interstate 25.

- Pipeline #1 – 3.8 miles of new 12-inch DR18 PVC, at the originating 16-inch feeder line to/from the Rancho Viejo Water Tank conveys water to the County-to-EAWSD Connection point (owned and operated by County) at the EAWSD Well 2A/2B site located on the northwestern border of the EAWSD. Work includes:
- a. Vertical wet tap connection for 3” air valve.
  - b. Horizontal wet tap connection to existing 16” line from the Rancho Viejo Water Tank.
  - c. Eight Arroyo Crossings – horizontal directional drill (HDD).
  - d. Five stub-out connections for future development at Rancho Viejo.
  - e. Master water meter in the County-to-EAWSD Connection Structure on the Well 2A/2B site.

Pipeline #2 – 0.6 miles of new 8-inch DR18 PVC originating at the EAWSD-to-County Connection point (owned and operated by District) at the EAWSD’s northeastern border, conveys water to the County’s Hondo 2 Fire Station where it terminates at the new Hondo 2 Fire Storage Tank. Work includes:

- f. HDD under I-25 and ramps.
- g. Fire Storage Tank: 157,000-gallon steel ground storage tank with altitude valve and vault, submersible mixer, overflow/drain pad, davit crane, and detention pond.
- h. Hondo 2 Pump Station: 578 sq. ft. CMU building, 1,100 gpm package booster pump skid, 3,232-gallon surge tank, meter vault, emergency generator, connection to fire station water service, and related yard piping, site work, and electrical work.

Pipeline #3 – 2.8 miles of new 10-inch DR18 PVC originating from the Hondo 2 Pump Station conveys water easterly to a point within the Community of Cañoncito where another 0.8 miles of 8-inch DR18 PVC runs eastward to a point of connection to an existing 8-inch line at the Old Las Vegas Highway. Work Includes:

- i. Jack and bore underneath Old Las Vegas Highway for 10” waterline.
- j. Jack and bore underneath Old Las Vegas Highway for waterline stub outs.
- k. HDD casing with service line carrier tubing underneath Old Las Vegas Highway for residential metered service connections.
- l. Open cut with encasement across the Cañada de los Alamos (San Marcos) Arroyo for 10” waterline.
- m. PRV station installation.

### **ARTICLE 3**

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

##### **3.1 EFFECTIVE DATE**

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

##### **3.2 TIME OF COMMENCEMENT**

The Work shall commence no later than ten consecutive calendar days after the date of written Notice to Proceed is issued to the Contractor (see Exhibit H).

##### **3.3 SUBSTANTIAL COMPLETION**

The Contractor shall achieve Substantial Completion of the Work no later than ??? working days from the date of the Notice to Proceed, except as may be extended by written Change Order. An additional ten working days for the punch list and project closeout may be added to the substantial

completion date. A Certificate of Substantial Completion (see Exhibit J), will be issued by the County.

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

Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified in this Article, the Contractor agrees that Liquidated Damages in the amount of \$2,000.00 shall be assessed per each calendar day that expires after the date of Substantial Completion, and until issuance by the County of a certificate of Substantial Completion in accordance with Paragraph 7 (Effective Date and Term) of the General Conditions.

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

acceptable to the County. Provided that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

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

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

**3.5 AMENDMENTS**

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

**ARTICLE 4  
CONTRACT SUM**

**4.1 CONTRACT SUM**

The County shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order, as provided in the Contract Documents and Revised Bid Sheet (revised by the contractor due to a mathematical error). The parties’ agreed upon the contract sum of \$1,663,961.68, exclusive of New Mexico gross receipts tax.

**4.2 CONTRACT AMOUNT**

Base Cost (as revised)	\$	
List Alternates, if applicable	\$	
<b>Total contract sum</b>	<b>\$</b>	
		exclusive of NM grt

**ARTICLE 5  
PROGRESS PAYMENTS**

**5.1 PROGRESS PAYMENTS**

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

- A. No later than 21 working days following receipt by the County of an undisputed Application for Payment, 100% of the portion of the contract sum properly allocable to labor, materials, and equipment incorporated in the Work and 100% of the portion of the contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the County; less such amounts as the Architect/ Engineer shall determine for all incomplete work and unsettled claims as provided in the Contract Documents (see Section 57-28-5, NMSA 1978).
- B. When making payments, the County, Contractor or subcontractor shall not retain, withhold, hold back or in any other manner not pay amounts owed for work performed. For additional information regarding retainage and the Prompt Payment Act refer to Section 57-28-5, NMSA 1978.
- C. Contractors and subcontractors shall make prompt payment to their subcontractors and suppliers for amounts owed for work performed on the construction project within 21 days after receipt of payment from the County, contractor or subcontractor. If the contractor or subcontractor fails to pay its subcontractor and suppliers by first-class mail or hand delivery within 21 days after receipt of an undisputed request for payment, the contractor or subcontractor shall pay interest to its subcontractors and suppliers beginning on the 22nd day after payment was due, computed at 1.5% of the undisputed amount per month or fraction of a month until payment is issued. These payment provisions apply to all tiers of contractors, subcontractors and suppliers (Section 57-28-1 et seq., NMSA 1978).
- D. In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration.
- E. All material and work covered by partial payments made shall thereupon become the sole property of the County, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the County to require the fulfillment of all of the terms of the contract.
- F. County's right to withhold certain amounts and make application thereof. The Contractor agrees that it will indemnify and hold the County harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnisher of machinery and parts thereof, equipment, power tools,

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

## **ARTICLE 6 FINAL PAYMENT**

### **6.1 FINAL PAYMENT**

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

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

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

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the date of last signature by the parties hereto.

### **SANTA FE COUNTY**

---

Katherine Miller  
Santa Fe County Manager

Approved as to form:

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

\_\_\_\_\_  
Date

Finance Division:

\_\_\_\_\_  
Yvonne S. Herrera  
Finance Director

\_\_\_\_\_  
Date

**CONTRACTOR -**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

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

**1.0 DEFINITIONS**

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

- 1.1 *Application for Payment*** Contractor's written request for payment for completed portions of the work and, for materials delivered or stored and properly labeled for the respective project.
- 1.2 *Change Order*** A written document between the County and the Contractor signed by the County and the Contractor authorizing a change in the work or an adjustment in the contract sum or the contract time. A change order may be signed by the Architect/Engineer, provided they have written authority from the County for such procedure and that a copy of such written authority is furnished to the Contractor upon request. The contract sum and the contract time may be changed only by change order. A change order may be in the form of additional compensation or time; or less compensation or time known as a Deduction (from the contract) the amount deducted from the contract sum by change order.
- 1.3 *Calendar Day*** Each and every Day shown on the calendar, beginning and ending at midnight.
- 1.4 *Contract Period*** The elapsed number of working days or calendar days from the specified date of commencing work to the specified date of completion, as specified in the contract.
- 1.5 *Contractor*** is a person, firm or corporation with whom the contract is entered into with the County.
- 1.6 *Construction Documents*** All drawings, specifications and addenda associated with a specific construction project.
- 1.7 *Construction Schedule*** A schedule in form satisfactory to the County, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule.
- 1.8 *Day*** The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.
- 1.9 *Labor and Material Payment Bond*** A written form of security from a surety (bonding) company to the County, on behalf of an acceptable prime Contractor or subcontractor,

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

- 1.10** *Lump Sum Agreement (See Stipulated Sum Agreement)*
- 1.11** *Lump Sum Bid* A single entry amount to cover all labor, equipment, materials, services, and overhead and profit for completing the construction of a variety of unspecified items of work without the benefit of a cost breakdown.
- 1.12** *Lump Sum Contract* A written contract between the County and Contractor wherein the County agrees to pay the contractor a specified sum of money for completing a scope of work consisting of a variety of unspecified items or work.
- 1.13** *Payment Bond* A written form of security from a surety company to the County, on behalf of an acceptable prime contractor or subcontractor, guaranteeing payment to all persons providing labor, materials, equipment, or services in accordance with the contract.
- 1.14** *Performance Bond* A written form of security from a surety company to the County, on behalf of an acceptable prime contractor or subcontractor, guaranteeing the completion of the work in accordance with the terms of the contract.
- 1.15** *Progress Payment* A payment from the County to the Contractor determined by calculating the difference between the completed work and materials stored and a predetermined schedule of values or unit costs. (see Schedule of Values, Unit Costs).
- 1.16** *Progress Schedule* A pictorial or written schedule (including a graph or diagram) that shows proposed and actual start and completion dates of the various work elements.
- 1.17** *Punch list* a list of items to be completed or corrected, prepared by the Architect/Engineer, checked and augmented as required by the Contractor or Construction Manager is appended hereto as Exhibit J. Note: The failure to include any item on such list does not relieve the Contractor of the responsibility to complete all work in accordance with the contract documents.
- 1.18** *Schedule of Values* A statement furnished by the Contractor to the Architect or Engineer and the County reflecting the portions of the contract sum allotted for the various parts of the work and used as the basis for reviewing the Contractor's Applications for Payment.
- 1.19** *Services* Includes services performed, workmanship, and material furnished or utilized in the performance of services.
- 1.20** *Stipulated Sum Agreement* A written agreement in which a specific amount is set forth as the total payment for completing the contract (See Lump Sum Contract).

- 1.21** *Subcontractor* is a person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.
- 1.22** *Unit Price Contract* A written contract wherein the County agrees to pay the Contractor a specified amount of money for each unit of work successfully completed as set forth in the contract.
- 1.23** *Unit Prices* A predetermined price for a measurement or quantity of work to be performed within a specific contract. The designated unit price would include all labor materials, equipment or services associated with the measurement or quantity established.
- 1.24** *Working Day* means every day except Saturday, Sunday and holidays recognized by Santa Fe County. Based on a review of weather that may adversely affect the Contractor's ability to effectively prosecute the Work, and the actual Work performed by the Contractor, the Architect or Engineer will determine (between the end of the day and noon of the next day) if the County will charge a Working Day. If the Contractor was able to effectively prosecute Work on a critical path item for six (6) or more hours on a Saturday, Sunday or County-recognized Holiday, the Architect or Engineer may charge a Working Day.
- 1.25** *Work on (at) the project* is work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any subcontractor.

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

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

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

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

### **4. CONTRACT SECURITY – BONDS**

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

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

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

- 5.1 Words and Phrases.** Words, phrases, and abbreviations which have well-known technical or trade meanings used in the Contract Documents shall be used according to such recognized meanings. In the event of a conflict, the more stringent meaning shall govern.
- 5.2 Gender, Singular/Plural.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.
- 5.3 Captions and Section Headings.** The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope and conditions of this Agreement.
- 5.4 Interchangeable Terms.** For purposes of all provisions within this Agreement and all attachments hereto, the terms “Agreement” and “contract” shall have the same meaning and shall be interchangeable.

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

- 6.1** This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of New Mexico and applicable ordinances of Santa Fe County.
- 6.2** In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations, including Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).
- 6.3** **Minimum Wage Rates.** The Contractor, all subcontractors and sub-subcontractors warrants and agree to will comply with all applicable provisions of the New Mexico Public Works Minimum Wage Act as outlined in the Bid Documents. Wage rates are not applicable to projects costing less than \$60,000.
- 6.4** This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be federal and state district courts of New Mexico.
- 6.5** Pursuant to 13-1-191, NMSA 1978, reference is hereby made to the criminal laws of New Mexico, including §30-14-1, §30-24-2 and §30-41-1 through 3, NMSA 1978, which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code, 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation.
- 6.6** **New Mexico Tort Claims Act.** By entering into this Agreement, neither party shall be responsible for liability incurred as a result of the other party’s acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq., NMSA 1978. The County and its public employees as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not

waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

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

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

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

## **8. TERMINATION**

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

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

**9. APPROPRIATIONS AND AUTHORIZATIONS**

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

**10. AMENDMENTS – CHANGE ORDERS**

Contract Documents may be amended by a Change Order to allow for additions, deletions, and revision as specified in Article 2 (The Work) of the Agreement between Santa Fe County and the Contractor or to amend the terms and conditions by a Change Order.

**11. INDEMNIFICATION**

**11.1** The Contractor shall defend, indemnify, and hold harmless the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys’ fees) resulting from or directly or indirectly arising out of the Contractor’s performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor’s breach of any representation or warranty made herein.

**11.2** The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the

County and that such suit will not be settled without the County's consent, such consent can not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

**11.3** The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

## **12. AGGRIEVEMENT PROCEDURE DURING CONTRACT ADMINISTRATION**

**12.1** Any claims, disputes, or other matters in question between the Contractor and the County, except those which have been waived by the making or acceptance of final payment as provided in Paragraph 6.2 of the Agreement Between Santa Fe County and Contractor for Construction, shall be presented in the form of a written request accompanied by supporting data to the Engineer for formal decision, with a copy to the other party. Such formal decision of the Engineer is binding upon the Contractor and the County unless either or both notify each other and the Engineer in writing within 15 days of their receipt of the decision that they are unwilling to abide by the Engineer's decision, are thereby aggrieved in connection with the decision, and are separately exercising such rights as either may have under the Contract Documents or by law and regulation. If the Architect/ Engineer fails to provide a written decision or a reasonable schedule to issue a written decision within ten days after the County or the Contractor has presented its request, that party may consider itself aggrieved and may proceed to exercise its rights.

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

**12.3** Unless work is stopped or payment withheld in accordance with the conditions of the contract, or unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any dispute resolution proceedings, and the County shall continue to make payments to the Contractor in accordance with the Contract Documents.

## **13. DISPUTE RESOLUTION**

**13.1** Either the County or Contractor may request mediation pursuant to the New Mexico Public Works Mediation Act, 13-4C-1, NMSA 1978, of any claim before a decision regarding such claim become final and binding. The request for mediation shall be submitted in writing to the other party. Timely submission of the request shall stay the effect of Paragraph 12.1.

**13.2** County and Contractor shall participate in the mediation process in good faith. The process shall be completed within 60 days of filing of the request. The mediation shall be governed by the rules for mediation pursuant to the New Mexico Public Works Mediation Act.

**13.3** If the dispute is not resolved by mediation, the dispute shall be resolved through litigation in the district court. The parties agree that the exclusive forum for such litigation shall be the State of New Mexico District Court for the First Judicial District at Santa Fe, New Mexico.

Contractor irrevocably consents to the jurisdiction of said Court and agrees to accept service of a summons and complaint by mail or commercial courier service in accordance with Rule 1-004(E) (3) NMRA.

## **14. INSURANCE**

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

class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation law, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of its employees as are not otherwise protected.

- 14.7** Scope of Insurance and Special Hazards. The insurance required under subparagraphs 14.4 and 14.5 hereof shall provide adequate protection for the Contractor and its subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by it and, also against any of the special hazards which may be encountered in the performance of this contract.
- 14.8** Builder's Risk Insurance (Fire and Extended Coverage). Until the project is completed and accepted by the County, the County, or Contractor at the County's option is required to maintain Builder's Risk Insurance (fire and extended coverage) on a 100% completed value basis on the insurable portion of the project for the benefit of the County, the Contractor, subcontractors as their interests may appear. The Contractor shall not include any costs for Builder's Risk Insurance (fire and extended coverage) premiums during construction unless the Contractor is required to provide such insurance; however, this provision shall not release the Contractor from its obligation to complete, according to plans and specifications, the project covered by the contract, and the Contractor and his Surety shall be obligated to full performance of the Contractor's undertaking.
- 14.9** Increased Limits. If, during the life of this Agreement, the New Mexico State Legislature increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29), the Contractor shall increase the maximum limits of any insurance required herein.
- 14.10** Additional insured. Santa Fe County will be listed as an additional insured on all policies, and proof of coverage must be provided before work begins. Contractor shall maintain adequate insurance in at least the maximum amounts which the County could be liable under the New Mexico Tort Claims Act. It is the sole responsibility of the Contractor to be in compliance with the law.

## **15. INDEPENDENT CONTRACTOR**

- 15.1** The Contractor and the Contractor's agents and employees are independent contractors performing professional and technical services for the County and are not employees of the County. The Contractor and the Contractor's agents and employees shall not accrue leave, retirement, insurance, bonding, use of County's vehicles, or any other benefits afforded to employees of the County as a result of this Agreement.
- 15.2** The Contractor shall not subcontract any portion of the services to be performed under this Agreement without prior written approval of the County.
- 15.3** The Contractor shall maintain detailed time records which indicate the date, time and nature

of services rendered. These records shall be subject to inspection by the County and the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive illegal payments.

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

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

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

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

**17. ASSIGNMENT**

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

**18. SUBCONTRACTING**

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

**18.2** Contractor shall provide to the County a final listing of subcontractors within ten days of the

contract award.

- 18.3** Contractor shall adhere to all provisions of the Subcontractor's Fair Practices Act 13-4-31 to 13-4-42, NMSA 1978.
- 18.4** Contractor shall provide to the County completed Non-Collusion Affidavit of Subcontractor form and Certification of Subcontractor Regarding Equal Employment Opportunity form for all subcontractors listed.
- 18.5** The Contractor shall not award any work to any subcontractor without prior written approval of the County, which approval will not be given until the Contractor submits to the County a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the County may require.
- 18.6** The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as they are for the acts and omissions of persons directly employed by them.
- 18.7** The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the County may exercise over the Contractor under any provision of the Contract Documents.
- 18.8** Nothing contained in this contract shall create any contractual relation between any subcontractor and the County.
- 18.9** All Work performed for Contractor by a subcontractor or supplier will be pursuant to an appropriate written agreement between Contractor and the subcontractor or supplier which specifically binds the subcontractor or supplier to the applicable terms and conditions of the Contract Documents for the benefit of County. Any contract between Contractor and a subcontractor or supplier shall provide that any remedy or claim for nonpayment of sums due or owing to subcontractor or supplier or services performed or materials provided is against Contractor and not County, subject to any remedy or rights subcontractor or supplier may have under the terms of the Contractor's Performance Bond and Section 13-4-19, NMSA 1978, the New Mexico Little Miller Act.

## **19. PERSONNEL**

- 19.1** All work performed under this Agreement shall be performed by the Contractor or under its supervision.
- 19.2** The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform

such work.

## **20. NOTICES**

**20.1** Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County:                Santa Fe County  
   John Dupuis, Utilities Director  
   David L. Madrid, Project Manager  
   P.O. Box 276  
   Santa Fe, New Mexico 87504-0276

To the Contractor:

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

## **21. RELEASE**

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

## **22. WAIVER**

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

## **CONDITIONS OF THE WORK**

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

**1.1** The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the Work. The additional drawings and instructions supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the Work in accordance with the

additional detail drawings and instructions. The Contractor and the Engineer/ County will prepare jointly (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Engineer/ County in accordance with the schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the Work; each schedule to be subject to change from time to time in accordance with progress of the Work.

## **2. SHOP OR SETTING DRAWINGS**

**2.1** The Contractor shall submit promptly to the Engineer/ County two copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Engineer/ County and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Engineer/ County with two corrected copies. If requested by the Engineer/ County the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Engineer/ County, the Contractor will be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications, unless the Contractor notifies the Engineer/ County in writing of any deviations at the time the Contractor furnishes such drawings.

## **3. MATERIALS, SERVICES AND FACILITIES**

**3.1** It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

**3.2** Any work necessary to be performed after regular working hours, on Sundays or legal holidays, shall be performed without additional expense to the County.

## **4. CONTRACTOR'S TITLE TO MATERIALS**

**4.1** No materials or supplies for the Work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that it has good title to all materials and supplies used by it in the work, free from all liens, claims or encumbrances.

## **5. INSPECTION AND TESTING OF MATERIALS**

**5.1** All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the County. The County will pay for all laboratory inspection service direct, and not as a part of this contract.

**5.2** Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

**6. "OR EQUAL" CLAUSE**

**6.1** Whenever a material, article or piece of equipment is identified on the plans or in the Specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment or other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Engineer/ County, of equal substance and function. It shall not be purchased or installed by the Contractor without the Engineer/ County's written approval.

**7. PATENTS**

**7.1** The Contractor shall hold and save the County and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the County, unless otherwise specifically stipulated in the Contract Documents.

**7.2** License and/or Royalty Fees for the use of a process which is authorized by the County of the project must be reasonable, and paid to the holder of the patent, or its authorized licensee, direct by the County and not by or through the Contractor.

**7.3** If the Contractor uses any design, device or materials covered by letters, patent or copyright, the Contractor shall provide for such use by suitable agreement with the County of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, without exception, the Contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or its Sureties shall indemnify and save harmless the County of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials, or any trademark or copyright in connection with Work under this contract, and shall indemnify the County for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the Work or after completion of the Work.

**8. SURVEYS, PERMITS AND REGULATIONS**

**8.1** Unless otherwise expressly provided for in the Specifications, the County will furnish to the Contractor all surveys necessary for the execution of the Work.

**8.2** Unless otherwise expressly provided for in the Specifications, the Contractor shall procure

and pay all permits, licenses and approvals necessary for the execution of the Work.

- 8.3** The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to performance of the Work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

## **9. CONTRACTOR'S OBLIGATIONS**

- 9.1** The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete the Work within the time herein specified. The Contractor will perform the Work in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings covered by this contract any and all supplemental plans and drawings, and in accordance with the directions of the Engineer/ County as given from time to time during the progress of the Work. The Contractor shall furnish, erect, maintain, and remove such construction plans and such temporary works as may be required.

- 9.2** The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and Specifications, and shall do, carry on, and complete the Work to the satisfaction of the Engineer and the County.

## **10. WEATHER CONDITIONS**

- 10.1** In the event of temporary suspension of work, or during inclement weather, or whenever the Engineer/ County shall direct, the Contractor will, and will cause its subcontractors to protect carefully its and their work and materials against damage or injury from the weather. If, in the opinion of the Engineer/ County, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of its subcontractors so to protect its work, such materials shall be removed and replaced at the expense of the Contractor.

## **11. PROTECTION OF WORK AND PROPERTY-EMERGENCY**

- 11.1** The Contractor shall at all times safely guard the County's property from injury or loss in connection with this contract. The Contractor shall at all times safely guard and protect its own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such is caused directly by errors of the County or its representatives.

- 11.2** In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Engineer/County, in a diligent manner. The Contractor shall notify the Engineer/County immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Engineer/County for approval.

**11.3** Where the Contractor has not taken action but has notified the Engineer/County of an emergency threatening injury to persons or to damage to the work or any adjoining property, the Contractor shall act as instructed or authorized by the Engineer/County.

**11.4** The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 15 of these Conditions of the Work.

**12. INSPECTION**

**12.1** The authorized representatives and agents of the County shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

**13. REPORTS, RECORDS AND DATA**

**13.1** The Contractor shall submit to the County such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the County may request concerning the Work.

**14. SUPERINTENDENT BY CONTRACTOR**

**14.1** At the site of the Work the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Engineer/ County and shall be one who can be continued in that capacity for the particular job involved unless he/ she ceases to be on the Contractor's payroll.

**15. CHANGES IN WORK**

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

- A. Unit bid prices previously approved.
- B. An agreed lump sum.
- C. The actual cost of:
  - 1) Labor, including foremen;
  - 2) Materials entering permanently into the work;
  - 3) The County's or rental cost of construction equipment during the time of use on the extra work;
  - 4) Power and consumable supplies for the operation of power equipment;
  - 5) Insurance;
  - 6) Social Security and old age and unemployment contributions.
- D. To the costs for changes in work a fixed fee will be added to be agreed upon but not to exceed 10% of the actual cost of the work. The fee shall be compensation

to cover the cost of supervision, overhead, bond, profit and any other general expenses.

## **16. EXTRAS**

**16.1** Without invalidating this contract, the County may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the County or the Engineer, acting officially for the County, and the price is stated in such order.

## **17. INSPECTION OF SERVICES**

**17.1** The Contractor shall provide and maintain an inspection system acceptable to the County covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the County during contract performance and for as long afterwards as this contract requires.

**17.2** The County has the right to inspect and test all services called for by this contract, to the extent practicable at all times and places during the term of this contract. The County shall perform inspections and tests in a manner that will not unduly delay the work.

**17.3** If the County performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

**17.4** If any of the services do not conform with the contract requirements, the County may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the County may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract sum to reflect the reduced value of the services performed.

**17.5** If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the County may by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the County that is directly related to the performance of such service, or terminate this contract for default.

## **18. CORRECTION OF WORK**

**18.1** All Work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Architect/ Engineer/ County who shall be the final judge of the quality and

suitability of the Work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet their approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at its own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Engineer/ County, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the Work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Engineer/County shall be equitable.

## **19. WARRANTY OF CONSTRUCTION**

- 19.1** In addition to any other warranties in this contract, the Contractor warrants that the Work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.
- 19.2** This warranty shall continue for a period of one year from the date of final acceptance of the Work. If the County takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the County takes possession.
- 19.3** The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to County-owned or controlled real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements or any defect of equipment, material, workmanship, or design furnished.
- 19.4** The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.
- 19.5** The County shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
- 19.6** If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the County shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- 19.7** With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall obtain all warranties that would be given in normal commercial practice; require all warranties to be executed, in writing, for the benefit of the County, if directed by the County; and, enforce all warranties for the benefit of the County, if directed by the County.
- 19.8** In the event the Contractor's warranty under subparagraph 19.4 of this clause has expired, the County may bring suit at its expense to enforce a subcontractor's, manufacturer's, or

supplier's warranty.

**19.9** Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the County nor for the repair of any damage that results from any defect in County-furnished material or design.

**19.10** This warranty shall not limit the County's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

## **20. SUBSURFACE CONDITIONS FOUND DIFFERENT**

**20.1** Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, the Contractor shall immediately give notice to the Engineer/ County of such conditions before they are disturbed. The Engineer/ County will thereupon promptly investigate the conditions, and if they find that they materially differ from those shown on the Plans or indicated in the Specifications, they will at once make such changes in the Plans and/or Specifications as they may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 15 above.

## **21. CLAIMS FOR EXTRA COST**

**21.1** No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Engineer approved by the County, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the County, giving the County access to accounts relating thereto.

## **22. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES**

**22.1** Immediately after execution and delivery of this contract, and before the first partial payment is made, the Contractor shall deliver to the County an estimated construction progress schedule in a form satisfactory to the County, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due to the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the County (a) a detailed estimate giving a complete breakdown of the contract sum and (b) periodic itemized estimates of work done for the purpose of making partial payments thereof. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract sum.

## **22.2 Schedule**

The Contractor shall, within five days after the effective date of Notice to Proceed, prepare and submit five copies of a progress schedule covering project operations for the contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor .

## **23. ASSIGNMENTS**

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

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

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

## **25. SEPARATE CONTRACT**

**25.1** The Contractor shall coordinate its operations with those of other contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the Work. The Contractor, including its subcontractors, shall keep informed of the progress and the detail work of other contractors and shall notify the Engineer/ County immediately of lack of progress or defective workmanship on the part of other contractors. Failure of a contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by the Contractor of the status of the work as being satisfactory for proper coordination with its own work.

## **26. ENGINEER'S AUTHORITY**

**26.1** The Engineer/ County shall give all orders and directions contemplated under this contract

and specifications, relative to the execution of the Work. The Engineer/ County shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Engineer/County's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Engineer/ County shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

**26.2** The Engineer/ County shall decide the meaning and intent of any portion of the Specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this contract and other contractors performing work for the County shall be adjusted and determined by the Engineer /County.

**27. STATED ALLOWANCES**

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

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

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

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

not to cut or otherwise alter the work of any other Contractor.

**29. QUANTITIES OF ESTIMATE**

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

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

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

**31. GENERAL GUARANTY**

**31.1** Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the County, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the Work unless a longer period is specified. The County will give notice of observed defects with reasonable promptness.

**32. PROTECTION OF LIVES AND HEALTH**

**32.1** The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of its prosecution of the Work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the County may determine to be reasonably necessary.

**33. INTEREST OF MEMBER**

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

**34. OTHER PROHIBITED INTERESTS**

**34.1** No official of the County who is authorized in such capacity and on behalf of the County to negotiate, make, accept or approve, or to take part in negotiating, making accepting or

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

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

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

- A. Secures written consent of the Contractor except in the event, in the opinion of the Architect/ Engineer, the Contractor is chargeable with unwarranted delay in final cleanup of punch list items or other contract requirements.
- B. Secures endorsement from the insurance carrier and consent of the surety permitting occupancy of the building or use of the project during the remaining period of construction.
- C. When the project consists of more than one building, and one of the buildings is occupied, secures permanent fire and extended coverage insurance, including a permit to complete construction. Consent of the surety must also be obtained.

**ATTACHMENT A**  
**COST SHEETS**

**ATTACHMENT B**  
ADDENDA & MODIFICATIONS

**EXHIBIT A**  
PROJECT MANUAL

## **EXHIBIT B**

TECHNICAL SPECIFICATIONS AS LISTED IN PLAN SET

## EXHIBIT C

### LABOR AND MATERIAL PAYMENT BOND

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

WHEREAS, the PRINCIPAL has a written contract dated \_\_\_\_\_, 2020, with the COUNTY  
for the construction services for the Canoncito Regional Water System Phase II in Santa Fe County, New  
Mexico, which must be constructed in accordance with drawings and specifications which contract is  
referenced and made a part hereof, and is hereinafter referred to as the "Contract."

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

1. A claimant is defined as one having a direct contract with the PRINCIPAL or with a subcontractor of the PRINCIPAL for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include but not be limited to that part of water, gas, power, light, heat, oil, gasoline, telephone services or rental of equipment directly applicable to the Contract.
2. The above named PRINCIPAL and SURETY hereby jointly and severally agree with the COUNTY that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, prosecute a suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereof. The COUNTY shall not be liable for payment of any cost or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
  - a. Unless claimant, or other than one having a direct contract with the PRINCIPAL, shall have written notice in the form of a 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 \_\_\_\_\_, 20\_\_.

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

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

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

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

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

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

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

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

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

## EXHIBIT D

### PERFORMANCE BOND (SAMPLE)

A. KNOW ALL MEN BY THESE PRESENT, THAT WE, DUB-L-EE, LLC, 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 one million six hundred sixty-three thousand nine hundred sixty-one dollars and 68 cents (\$1,663,961.68) 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 \_\_\_\_\_, 2020, with the COUNTY for the construction services for the Canoncito Regional Water System Phase II, Santa Fe County, New Mexico, in accordance with drawings and specifications which contract is referenced made part hereof, and is hereinafter referred to as the “Contract.”

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

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

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

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

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

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

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

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

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

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

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

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

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

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

# EXHIBIT E

## ASSIGNMENT OF ANTITRUST CLAIMS

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

FIRM NAME:  
ADDRESS:

PROJECT:

PHONE NO.:

PROJECT NO:

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

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

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

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

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

**EXHIBIT G**

**NOTICE OF CONTRACT AWARD**

**TO:**

**FROM: David Madrid, Project Manager, Public Works Department**

**CONTRACT NO. 2020-0220-PW-CW**

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

Project Name: **Canoncito-Eldorado Waterline Project Phases I & III Construction Services**

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

**Contractor Information:**

Firm Name:            License#

Address:

Phone #

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

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

Santa Fe County hereby accepts your offer on IFB No. 2020-00220-PW-CW as reflected in this award document. The rights and obligations of the parties shall be subject to and governed by this document and any documents attached or incorporated by reference.

**SANTA FE COUNTY**

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

\_\_\_\_\_  
Signature

## EXHIBIT H

### NOTICE TO PROCEED

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

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

Your firm shall commence work within ten (10) calendar days of the above date and shall achieve Substantial Completion [REDACTED] calendar days thereafter, which shall be [REDACTED], 20\_\_, unless modified by Change Order.

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

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

OWNER: Santa Fe County  
SFC [REDACTED] DEPARTMENT

By: [REDACTED]  
Director, SFC Department

**EXHIBIT I**  
**CHANGE ORDER**

PROJECT: Canoncitos-Eldorado Waterline Project Phases I & III Construction Services

CONTRACTOR  
CHANGE ORDER NO:

ENGINEER: Molzen Corbin and Associates

PROJECT NO: 2020-0220-PW-CW

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

---

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

---

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

---

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

---

Original Contract Sum  
Net change by previous Change Orders \$0.00  
The Contract Sum will be increased/decreased/unchanged by this Change Order in the amount of  
\$0.00  
Contract Sum after this Change Order \$0.00  
The Contract Time will be increased/decreased/unchanged by  days.  
The date of Substantial Completion as of the date of this Change Order is:

**CHANGE ORDER SIGNATURE PAGE**

**APPROVED**

**SANTA FE COUNTY** By: \_\_\_\_\_ Date: \_\_\_\_\_

Approved as to form:  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Gregory S. Shaffer  
Santa Fe County Attorney

Finance Department:  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Yvonne S. Herrera  
Finance Director

**CONTRACTOR** By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

**ENGINEER** By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

## EXHIBIT J

### CERTIFICATE OF SUBSTANTIAL COMPLETION

SANTA FE COUNTY – (INSERT DEPARTMENT)

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

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

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

ENGINEER: \_\_\_\_\_

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

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

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

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

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

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

**Contractor**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

**Accepted by Santa Fe County**

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

**Inspected/Concurrence Architect/Engineer**

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

**PUNCH LIST**

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

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

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

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

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

Punch List Items: (Use additional sheets if necessary)

**APPENDIX P  
WAGE DECISION**