

INVITATION TO BID (ITB)
SANDOVAL COUNTY PUBLIC WORKS
2018 PAVING PRICE AGREEMENT



RFP# FY18-SCPW-02

Release Date: December 3, 2017

Due Date: December 13, 2017 at 2:00 p.m.

**SANDOVAL COUNTY
2018 PAVING PRICE AGREEMENT
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SECTION 1: INTRODUCTION

A. PURPOSE OF THIS INVITATION TO BID

Sandoval County Board of County Commissioners is requesting sealed bids for on-call multi-award contracts on behalf of the Sandoval County Public Works for a 2018 Paving Price Agreement (NIGP Commodity Code # 91395 and 91396). Responses will be accepted in the Finance Department, Attn: Ms. Trish Greene, Sandoval County Administrative Bldg., 1500 Idalia Road, Bldg. D 2nd Floor, P.O. Box 40, Bernalillo, New Mexico up to 2:00 p.m. (Mountain Standard Time) on December 13, 2017. **THE OFFICE WILL BE CLOSED BETWEEN 12:00 P.M. – 1:00 P.M.** The Sandoval County Board of Commissioners reserves the right to reject any and all responses.

B. SCOPE OF PROCUREMENT

The County's intent of this Invitation to Bid (ITB) is to obtain bids from firms and/or companies desiring to provide Sandoval County Public Works with sealed bids for various paving projects throughout the County.

C. TERM OF CONTRACT

The term of this agreement shall be for three (3) years with an option to extend the contract for one (1) additional year (not to exceed a total of four (4) years) and commencing on the date of award. Agreement may be terminated at any time by Sandoval County or based on a mutual written agreement between Sandoval County and the successful bidder(s). Sandoval County and/or the successful bidder(s) may terminate the contract at each twelve (12) month interval of the contract by providing a written notice of intent to terminate, at least 45 calendar days prior to any twelve (12) month anniversary of the contract. Failure to provide such written notice on or before the 45 day minimum notification term shall result in the continuance of the contract in full force and effect, with no modifications except as strictly provided for in the contract until the following 12 month anniversary of the effective date of the contract providing written notice has been received.

D. PROCUREMENT MANAGER

1. Sandoval County has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Trish Greene, Senior Procurement Specialist
Address: Sandoval County
1500 Idalia Road Bldg. D 2nd Floor
PO Box 40
Bernalillo, NM 87004

Telephone: (505) 404-5873
Fax: (505) 867-7605
Email: tgreene@sandovalcountynm.gov

2. All deliveries of responses via express carrier must be addressed as follows

Name: Trish Greene, Senior Procurement Specialist
Reference ITB Name: 2018 Paving Price Agreement
ITB# FY18-SCPW-02
Address: Sandoval County
1500 Idalia Road Bldg. D
PO Box 40
Bernalillo, NM 87004

3. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may **ONLY** contact the Procurement Manager regarding this procurement. Other county employees or Evaluation Committee members do not have the authority to respond on behalf of the County. **Protests of the solicitation or award must be delivered by mail to the Protest Manager.** A Protest Manager has been named in this Invitation to Bid, pursuant to NMSA 1978, § 13-1-172, **ONLY** protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Invitation to Bid. Emailed protests will not be considered as properly submitted nor will protests delivered to the Procurement Manager be considered properly submitted.

SECTION 2: CONDITIONS GOVERNING THE PROCUREMENT

This section of the ITB contains the schedule, description and conditions governing the procurement.

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
1. Issue ITB	Sandoval County	12-3-17
2. Return of Acknowledgement of Receipt Form	Potential Offerors	12-5-17
3. Deadline to Submit Questions	Potential Offerors	12-7-17
4. Response to Written Questions	Procurement Manager	12-8-17
5. Submission of ITB	Potential Bidders	12-13-17
6. Contract Awards	Sandoval County	TBD
7. Protest Deadline		+15 days

B. EXPLANATION OF EVENTS

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

1. Issuance of ITB

This RFP is being issued on behalf of the Sandoval County Public Works.

2. Acknowledgement of Receipt

Potential Bidders may e-mail, hand deliver, return by facsimile or registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, APPENDIX A, to have the offeror placed on the procurement distribution list. The form should be signed by an authorized representative of the offeror, dated and returned to the Procurement Manager by 5:00 pm MST or MDT on **December 5, 2017**.

The procurement distribution list will be used for the distribution of written responses to questions.

3. Deadline to Submit Written Questions

Potential Bidders may submit written questions to the Procurement Manager as to the intent or clarity of this ITB until **December 7, 2017** at 5:00 pm Mountain Standard Time/Daylight Time as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. Response to Written Questions

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Bidders whose name appears on the procurement distribution list. An e-mail copy will be sent to all Bidder's that provide Acknowledgement of Receipt Forms.

5. Submission of ITB

ALL BIDS MUST BE RECEIVED FOR REVIEW BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON DECEMBER 13, 2017. THE OFFICE WILL BE CLOSED BETWEEN 12:00 P.M. – 1:00 P.M. Bids received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Bids must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D2. Bids must be sealed and labeled on the outside of the package to clearly indicate that they are in response to “**2018 PAVING PRICE AGREEMENT and ITB# FY18-SCPW-02**”. Bids submitted by facsimile, or other electronic means will not be accepted.

The bid opening will take place at the address listed in Section I, Paragraph D2 at which time the public opening and reading of the bids will be held at the time the bids are due.

A public log will be kept of the names of all Bidders that submitted bids. Pursuant to NMSA 1978, § 13-1-116, the contents of bids shall not be disclosed to competing potential Bidders during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Invitation to Bid.

6. Contract Award

The contract shall be awarded to the Bidder(s) whose bid(s) are the lowest and meets the criteria set forth in this ITB. The award is subject to appropriate Sandoval County Commission approval.

7. Protest Deadline

Any protest by a Bidder must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Invitation to Bid, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Invitation to Bid. The 15 calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 pm Mountain Standard Time/Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the Invitation to Bid number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Trish Greene, Senior Procurement Specialist
Sandoval County
1500 Idalia Road Bldg. D 2nd Floor
PO Box 40
Bernalillo, NM 87004

Protests received after the deadline will not be accepted.

SECTION 3: PAVING PRICE AGREEMENT: SUPPLEMENT

Sandoval County Public Works Division administers several cooperative agreements funded through the New Mexico Department of Transportation. The Public Works Department is responsible for maintenance of infrastructures throughout Sandoval County. A variety of construction services are required as part of the cooperative agreements and daily infrastructure maintenance. It is the intent of Sandoval County Public Works Department, to establish a multi-unit price agreement for the construction services which may be required. Unit pricing shall be established for each category of construction and quantities shall be determined on a per project basis.

DESCRIPTION OF CONSTRUCTION SERVICES:

Construction services referenced within this request for formal bid consist of, but are not limited to, Plant Mix Bituminous Pavement in thickness ranging from 1.5” to 3”, mobilization, grading including sub-grade preparation, gravel base course in place, adjustment of existing water valve box and stem if required, adjust existing sewer manhole and lid to grade, raised pavement markers, traffic control, repair broken pavement areas as part of overlay projects, leveling course paving, pavement surface grinding, extruded asphalt curb in place and any other road and drainage maintenance functions including concrete site work.

AWARD OF PRICE AGREEMENT IN REPOSENSE TO REQUEST FOR BID:

A. The contracting agency reserves the right to reject any and all bids and waive any and all informalities and irregularities according to Sections 13-1-31 and 13-1-132 of the NMSS Purchasing Code and the right to disregard all non-conforming and conditional bids or counter proposals.

B. If a contract is awarded it will be awarded to the three (3) lowest responsible bidders for all bid items shown on the bid. Sandoval County reserves the right to issue a multiple award under this request for formal bid, based on the subtotal of all bid items shown on the contract.

C. The contracting agency reserves the right to select the contractor providing the majority of services required on any specific project regardless of individual pricing referenced within the price agreement.

It shall be understood that no guarantee or warranty is made or implied by Sandoval County Public Works Department that any order for any definite quantity will be issued under this price agreement. The successful bidder is required to furnish the items and/or services in accordance with the articles contained hereunder for quantity of each ordered item.

Successful bidder shall be required to provide Sandoval County Public Works Department confirmation that they will be able to mobilize within ten working days, once work order is issued. Confirmation with cost estimate shall be received by Sandoval County no later than 48 hours from the date written project notification is provided by Sandoval County. Should a successful bidder be unable to provide cost estimate within 48 hours or ensure mobilization

within the required time period, Sandoval County reserves the right to proceed to bid the project out.

BINDING EFFECT OF REQUEST FOR FORMAL BID DOCUMENT:

Terms and conditions contained within the following request for formal bid shall serve as requirements for solicitation of this request for formal bid. For each project or work performed or to be performed each prospective bidder shall be bound to the terms and conditions outlined in the request for formal bid or as they may be from time to time changed or amended by Sandoval County. Additional requirements shall be contained within the construction contract to be executed if applicable. Sandoval County reserves the right to amend any portion of this request for formal bid document and the construction contract.

CONTRACT:

Individual projects containing items from this price agreement exceeding \$100,000.00 shall require a separate written contract between Sandoval County and the contractor. Individual projects containing items from this price agreement exceeding \$200,000.00 shall require that the contract first be proposed to the Board of County Commissioners, who shall have the option to direct the proposed project be bid independently from this contract, or awarded using items from this contract. Prospective bidders shall be aware that Sandoval County reserves the right to amend any portion of such construction contracts.

BONDS:

Each construction contract exceeding \$25,000.00 shall require contractor to provide applicable performance bonds, labor, material, and payment bonds. Requirements for all bonds are referenced within the boiler document for request for formal bid solicitation and within the construction contract and supplemental boiler document.

WAGE RATES:

Each request for formal bid and construction contract shall require each contractor to adhere to the current wage rates, which have been issued by the New Mexico Department of Labor. All bidders must be registered with the Department of Labor in order to submit a bid for this contract.

SECTION 4: INSTRUCTIONS TO BIDDERS

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1. Specifications and Bidding Forms
2. Definition of Terms
3. Specifications, Fees and Taxes
4. Interpretation of Documents
5. Examination of Specifications, Contract Documents, and Project Site
6. Submission of Bids
7. Bid Security
8. Modification and Withdrawal of Bids
9. Opening of Bids
10. Bid Consideration Time
11. Qualifications of Bidders
12. Power of the County
13. Subcontractors, Other Persons, Organizations
14. Award of Contract
15. Performance Bond and Labor and Material Payment Bond
16. Affirmative Action Program
17. Certification of Bidder Regarding Affirmative Action/Equal Employment Opportunity and Nondiscrimination
18. Wage Rates
19. Utilities
20. Collusion
21. Safety Standards and Accident Prevention
22. Extension of Unit Prices
23. Protests
24. Applicable Laws and Regulations
25. Approval of Insurance
26. Utility Relocation Allowance
27. Escalation/De-Escalation Clause

1. SPECIFICATIONS AND BIDDING FORMS

All bids shall be sealed and addressed to Trish Greene, Senior Procurement Specialist, Sandoval County Finance Division, 1500 Idalia Road NE, Bldg. D., Bernalillo, New Mexico, 87004, and marked on the outside of the envelope with the name and address of the Bidder with “**ITB# FY18-SCPW-02: 2018 Paving Price Agreement**”. Responses are due by December 13, 2017 by 2 p.m. (Mountain Standard Time). No late proposals will be accepted under any circumstances.

2. DEFINITION OF TERMS

For all purposes herein, the term "Contracting Agency" shall at all times refer to Sandoval County.

3. SPECIFICATIONS, FEES AND TAXES

- a) Construction will be performed in conformance to the American Public Works Association, New Mexico Chapter, New Mexico Standard Specifications for Public Works Construction (2006 Edition).
- b) Pursuant to Section 13-1-108, N.M.S.A.1978, Bidders are hereby notified that all bids submitted are to exclude the applicable state gross receipts tax or applicable local option tax. Sandoval County will pay the applicable tax including any increase in the applicable tax becoming effective after the date of the Contract. The applicable gross receipts tax or applicable local option tax will be shown as a separate amount on each billing or request for payment made under the Contract.
- c) **Permits and Licenses:** Unless otherwise specified herein, the Contractor is responsible to obtain and pay for all permits and licenses required for each project performed under this agreement. This requirement includes, but is not limited to, all permits and fees required by any local, state, federal, or other public or private entities' fees for permits and/or licenses. These costs shall be invoiced on a per-project basis and will be reimbursed. The required permits and fees will be specified for each project performed under this contract.

4. INTERPRETATION OF DOCUMENTS

All questions about the meaning or intent of this ITB shall be submitted to the Procurement Manager in writing. Replies will be issued by Addenda, faxed, emailed or delivered, to all parties recorded as having the BID DOCUMENTS. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Questions received less than three days prior to the date for opening of Bids will not be answered formally.

5. EXAMINATION OF SPECIFICATIONS, CONTRACT DOCUMENTS, AND PROJECT SITE

Each Bidder shall visit the site(s) of the proposed work, fully acquaint themselves with the existing conditions relating to the construction of the project, fully inform themselves as to the facilities involved, and fully investigate the difficulties and restrictions attending the performance of the Contract. Each Bidder shall thoroughly examine and familiarize themselves with the Specifications of these Bidding Documents. The Contractor, by the execution of the Contract, shall not be relieved of any obligations thereunder due to their failure to receive or examine any form or legal instrument or to visit the site(s) and acquaint themselves with the conditions there existing. The Contracting Agency will be justified in rejecting any claim based on facts which the Contractor should have noticed as a result of visiting the work site(s). NOTE: The location of all underground utilities is the responsibility of the Contractor. The Bidders shall familiarize themselves with federal, state and local laws, ordinances, rules and regulations and the project site and local conditions and any other matters which would affect the construction and location of all underground utilities, performance of the Work and employment of labor thereon.

6. SUBMISSION OF BIDS

Bids shall be made on the printed forms, which are a part of these Documents. Prices shall be filled in for all items in the Bid including alternates, as required in the proposal form. Prices shall be shown in numerals in ink, printed or typed in the spaces provided. Alterations to bid amounts by erasures or by interlineations shall be initialed by the signer of the Bid. All Bids shall be submitted and received with the understanding that the Bidder accepts the terms and conditions contained herein.

7. BID SECURITY

N/A

8. MODIFICATION AND WITHDRAWAL OF BIDS

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the scheduled closing time for the receipt of bids.

9. OPENING OF BIDS

Bidders are invited to be present at the Bid Opening. The person reading the bids will utilize the following procedure prior to reading the amount of the bid:

- a) Read name of Bidder and Bidder's New Mexico Contractor's License Number and classification(s) held.
- b) Acknowledge receipt of bid security. (If applicable)
- c) Verify Bidder's acknowledgment of addenda. (If applicable).
- d) Determine whether other requirements have been met, if any.
- e) Verify that List of Subcontractors is furnished, if subcontractors will be used in any project.
- f) Read the amount of each unit price plus overall quantity.

10. BID CONSIDERATION TIME

The Contracting Agency will require time to study and canvass each Bid and to determine the Bid it deems to be in the best interest of the Sandoval County to accept. In consideration thereof, no Bid may be withdrawn after the scheduled closing time for receipt of bids for the period of time specified in the Bid Proposal.

11. QUALIFICATIONS OF BIDDERS

All Bidders must be currently licensed in the State of New Mexico for the type of work to be performed at the time of bid submittals.

12. POWER OF THE COUNTY

Sandoval County, New Mexico, reserves the right to accept any or all Proposals of Bids and, unless otherwise specified by the Bidder, to accept any item in the bid, to waive technicalities, to make any investigation deemed necessary of a Bidder's ability to perform the work covered by the Plans and Specifications and to accept what, in its judgment, is the best bid. Without limiting the generality of the foregoing, any Proposal which is incomplete, obscure, or irregular may be rejected; any Proposal having erasures or corrections in the price sheets may be rejected; any Proposal in which unit prices are omitted, or which is accompanied by an insufficient bid bond, may be rejected. Sandoval County also reserves the right to reject the Proposal of a Bidder if any one or more of the following apply to a bidder: previously failed to perform properly in any County or other governmental, quasi-governmental, or private construction project, including inferior materials, inferior workmanship, attempts to use substandard equipment, excessive inspection caused to the County to insure good workmanship, used poor construction methods; failed to complete on time a Contract of similar nature; failed to complete work in a workmanlike manner; failed to promptly complete warranty work; failed to coordinate the work of subcontractors and other persons on the job site; failed to properly coordinate inspections or supervision by County; failed to take appropriate directions from the County; made excessive requests for unjustified change

orders; has unresolved disputes with the County or outstanding litigation with the County (not including protests or appeals from protests regarding current or prior jobs); or is not in a position to perform the work governed by the Contract. Sandoval County, New Mexico, reserves the right to review the qualifications of Bidders and will reject the bid of any Bidders whose qualifications are considered inadequate for this Contract.

13. SUBCONTRACTORS, OTHER PERSONS, ORGANIZATIONS

The Contract Documents require the identity of Subcontractors and other persons and organizations to be submitted to the Contracting Agency as shown on the Bid. All Bidders shall submit to the Contracting Agency a list of all Subcontractors, including all technical professionals and testing laboratories, and shall complete the form set forth in Section 4, Paragraph 4. If requested by the Contracting Agency, such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person, and organization. If the Contracting Agency, after due investigation, has reasonable objection to any proposed Subcontractor, other person, or organization, the Contracting Agency may, before giving the Notice of Award, request the apparent successful Bidder to submit an acceptable substitute without an increase in their bid amount. If the apparent successful Bidder declines to make any such substitution, it will thereby sacrifice the Bid Security and withdraw from this bid. Any Subcontractor, other person, or organization so listed and to whom the Contracting Agency does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to the Contracting Agency.

14. AWARD OF CONTRACT

- a) Sandoval County reserves the right to reject any and all bids and waive any and all informalities and irregularities, according to Sections 13-1-131 and Section 13-1-132 of the NMSA Purchasing Code, and the right to disregard all nonconforming or conditional bids or counter proposals.
- b) Subject to the terms and conditions specified herein, if a Contract is awarded, it will be awarded to the lowest responsive and responsible Bidder on the Base Bid shown on the Bid, provided, however, that if the Bid is a Unit Price Bid and there is a discrepancy between the amount shown as the Base Bid and the actual total amount of the Bid Items determined by multiplying the Unit Price shown for each Bid Item by the Estimated Quantity shown for that Bid Item and adding each such amount, it will be awarded to the lowest responsive and responsible Bidder on the actual total amount of the Bid Items, excluding the New Mexico Gross Receipts Tax.
- c) If the Contract is to be awarded, the Purchasing Department or his/her designee will give the apparent successful Bidders a Notice of Award and notify unsuccessful bidders.

15. PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

Prior to the execution of the Contract by the Sandoval County Commission, the successful Contractor shall furnish separate surety bonds each in the amount of one hundred percent (100%) of the total Contract price, including Gross Receipts Tax, as security for the faithful performance of the Contract and for the payment of all labor and materials for projects in excess of \$25,000.00. The sureties on such bonds shall be duly authorized to conduct business in the State of New Mexico, approved in Circular 570 as published by the U.S. Treasury Department, and acceptable to the Contracting Agency.

16. AFFIRMATIVE ACTION PROGRAM

The Contractor shall comply with all applicable Affirmative Action/Equal Employment Opportunity and Nondiscrimination requirements contained herein.

In the event that a state and/or federal agency is providing funding for this Contract and has specific Affirmative Action/Equal Opportunity and Nondiscrimination requirements which are in conflict with these requirements, the specific state or federal requirements will govern.

17. CERTIFICATION OF BIDDER REGARDING AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY AND NONDISCRIMINATION

Each Bidder shall execute and submit the Certification of Bidder Regarding Affirmative Action/Equal Employment Opportunity and Nondiscrimination in the completed Bid.

18. WAGE RATES

The Bidder's attention is directed to the fact that wages to be paid on the Project shall not be less than the prevailing wage rates as listed in Section 3 herein. All bidders must be registered with the Department of Labor in order to submit a bid for this contract.

19. UTILITIES

The Contractor shall make all provisions for supply of power, water and other utilities necessary for construction purposes. The Contractor shall be responsible for the coordination of all utilities.

20. COLLUSION

No Bidder shall be interested in more than one bid. Collusion among Bidders or the submission of more than one bid under different names by any firm or

individual shall be cause for rejection of all bids without consideration.

21. SAFETY STANDARDS AND ACCIDENT PREVENTION

With respect to all work performed under this Contract, the Contractor shall:

- a) Comply with the safety standards provisions of applicable laws, building and construction codes, and the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the Federal Register, Volume 36, Number 75, Saturday April 17, 1971 as amended and updated.
- b) Exercise every precaution at all times for the prevention of accidents and the protection of persons, including employees and property.
- c) Maintain at the Contractor's Office or another well-known place at the job site, all articles necessary for giving first aid to the injured and shall make standing arrangements for the immediate removal to a hospital or a doctor's care. In no case shall employees be permitted to work at a job site unless and until the Contractor has made a standing arrangement for the immediate removal of injured persons to a hospital or a doctor's care.

22. EXTENSION OF UNIT PRICES

In case of an error in the extension of prices in the bid, unit prices shall govern.

23. PROTESTS

Bidders have the right to protest an award. Protests must be filed with the County Purchasing Office, in writing, within fifteen (15) calendar days after knowledge of facts or occurrences giving rise to the protest but in no event no more than fifteen (15) days after award of the Contract.

24. APPLICABLE LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable State Laws, Municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of this project shall apply to the Contract throughout. They will be deemed to be included in the Contract the same as if herein written out in full.

It will be the sole responsibility of the prime Bidders requesting consideration for Resident Preference - as set forth in Section 13-1-21, N.M.S.A.1978, Comp., as amended 1981, (Public Purchase Act) - at bid openings, to submit to the State Purchasing Agent the required questionnaire for Resident Contractor's

Certification and to receive approval and certification of bid prior to the bid opening, if applicable. Requests for qualifications for Resident Contractor's Preference after bid openings will not be considered.

25. APPROVAL OF INSURANCE

If applicable, even though a "Notice to Proceed" may have been given, the Contractor or a subcontractor shall not begin any work under this Contract until the required insurance has been obtained and the proper Certificates (or insurance policies) have been filed with the Contracting Agency, adding the Contracting Agency as an additional insured as required by the Contracting Agency. Neither approval nor failure to approve certificates, policies, or the insurance by the Contracting Agency shall relieve the Contractor of full responsibility to maintain the required insurance in full force and effect.

26. UTILITY RELOCATION ALLOWANCE

a) Where possible, all conflicts with existing private utilities shall be avoided by minor adjustments to the alignment of the proposed facilities as directed by the County's Project Engineer. Where conflicts are determined to be unavoidable by the County's Project Engineer, the private utility shall be relocated. The Contractor shall notify the utility owner at least three weeks prior to needing the utility relocated. The Contractor shall be responsible for coordinating this work and paying invoiced cost to the utility owner. The Contractor may be required by the utility owner to pay for such relocation work prior to the actual relocation work being performed.

b) The Contractor shall submit a utility relocation estimate from the utility owner to the County's Project Engineer for review and approval prior to actual direction from the County's Project Engineer to relocate the utility.

c) The County shall reimburse the Contractor the actual cost for all such utility relocations based on invoices received from the utility owner. The County will not pay for any utility relocation without prior written approval from the County Project Engineer. The Contractor must submit a utility relocation estimate, from the utility owner, to the County's Project Engineer for review and approval. Contractor markup will not be allowed.

d) The utility relocation invoices shall include New Mexico Gross Receipts Tax.

e) The Contractor shall, at his expense, furnish necessary equipment, tools, and labor to assist the utility owner in the performance of utility relocations. All additional costs associated with potholing, discovery, surveying, site cleanup, and coordination necessary to achieve required utility relocations shall be incidental to the Contract and shall be included in the Contract Price. No additional compensation shall be allowed for delays or inconvenience caused by

utility company work crews.

27. ESCALATION/DE-ESCALATION CLAUSE

Escalation Clause – During the contract period, a percentage increase for the bid items may be negotiated with mutual consent between the successful bidder(s) and Sandoval County. Justification for percentage increase is the responsibility of the successful bidder, but does not obligate the County to approve such increases. For permanent changes to the contract items, see “Change Orders”, in Section 12.

The successful bidder(s) may propose any price de-escalations from the supplier of goods sold to the County through the contract resulting from this RFB, or by innovations or efficiencies discovered in the performance of bid items. Such de-escalations shall pass on to the County at any time upon notice and be reflected in each project’s unit pricing and/or invoicing. For permanent changes to the contract items, see “Change Orders”, in Section 12.

SECTION 5: MINIMUM WAGE RATES

(a) The minimum wages to be paid to the various classes of mechanics and laborers engaged by the Contractor and Subcontractors for Work under this Contract including any additional, omitted or changed work, shall not be less than the amount as determined and established by the Office of the State Labor and Industrial Commission as provided by Section 13-4-11, N.M.S.A.1978 and in full force and effect, without exception, on the date of the Contract and during the lifetime of this Contract.

(b) The Contractor and each of his Subcontractors shall pay each of his employees working under this Contract in full, in cash, not less than once a week, less all legally required deductions or withholdings. When circumstances are such that payment in cash is not feasible or is impractical, payment may be made by check, provided, however, that adequate funds to cover same are on deposit at the bank upon which the checks are drawn, and further that the checks may be cashed without charge, trade requirements, or undue inconvenience to the payee.

(c) The minimum wage rates, if any, specified for apprentices shall apply only to persons working with the tools of the trade that they are learning, and under the direct supervision required by law, the number of apprentices in each trade or occupation employed by the Contractor or any Subcontractor shall not exceed the number permitted under the usual practice prevailing between Trade Unions and Employers Association of the respective trades or occupations.

(d) Extra Work - Minimum Wage. In case the Owner orders the Contractor to perform extra work or additional work which may make it necessary for the Contractor or any Subcontractor under him to employ, in the performance of such work, any person in any trade or occupation for which no minimum wage rate is specified, the Owner will include in the Contract Change Order for such extra or additional work the minimum wage rate for such trade or occupation, and insofar as such extra or additional work is concerned, there shall be paid each employee engaged in the work in such trade or occupation, not less than the minimum wage rate included.

(e) Wage Underpayments and Adjustments. The Contractor agrees that, in case of underpayment of wages to any worker on the project under this Contract, the Owner may withhold out of payments due, an amount sufficient to pay such worker the difference between the wages required to be paid under his Contract and the wages actually paid such worker for the total number of hours worked and that the Owner may disburse such amount so withheld by it, for and on account of the Contractor to the employee to which such amount is due. The Contractor further agrees that the amounts to be withheld pursuant to this

paragraph may be in addition to the percentages to be retained by the Owner pursuant to other provisions of this Contract.

A copy of the New Mexico State Office of the Labor Commissioner Minimum Wage Rates and Apprentices minimum wage scales in effect at the time of the Contract shall be posted or otherwise made available to the Contractor's employees at all times on the job.

One copy of each certified weekly payroll by the Contractor and each Subcontractor shall be forwarded to the New Mexico State Labor and Industries Division, 1596 Pacheco St., Aspen Plaza Building, Santa Fe, New Mexico 87501, for the work done in the month of June and within ten days when requested at any other time by the Public Works Bureau. Provided, however, one copy of each certified weekly payroll by the Contractor and each Subcontractor shall be forwarded to Sandoval County Department of Public Works, 2708 Iris Road, Rio Rancho, New Mexico, 87124. These payrolls shall be furnished no later than five working days after each payroll period. Such payrolls shall depict the decision number for this project and the County in which the work is being performed.

The Contractor and all Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.

SECTION 6: UNIT PRICE BID PROPOSAL: CONTENTS

1. Bid
2. Bid Response - Notice to Bidders
3. Unit Price Bid Proposal
4. Subcontractors
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9. Bid Security
10. Declaration of Interests
11. Affirmative Action/Equal Employment Opportunity & Nondiscrimination
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 - Bid Bond (Security)
 - Equal Employment Opportunity
 - Certification of Nondiscrimination
 - Non-Collusion Affidavit of Prime Bidder
 - Report on Uncompleted Projects in Force

UNIT PRICE BID PROPOSAL

To Sandoval County, New Mexico (hereinafter called "Contracting Agency").

1. BID

The undersigned (hereinafter called "Bidder"), in compliance with your invitation for bids for on-call multi award 2018 Paving Price Agreement, having carefully examined the bid documents and the site(s) of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed. Project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth herein, and at the unit prices stated below. These prices cover all expenses incurred in performing the work required under the Contract Documents of which this proposal is a part. Quantities shown in this Unit Price Bid Proposal and in alternates, if any, have been estimated. Payment will be made for confirmed quantities as constructed.

2. BID RESPONSE - NOTICE TO BIDDERS

The Bidder shall fully complete and execute (sign) and submit one original of the:

- a) Bid Form
- b) Acknowledgment of Subcontractor's list
- c) Acknowledgment of Addenda
- d) Acknowledgment of Bid Response conditions
- e) Bid Bond (Security)
- f) Certification of Affirmative Action/Equal Employment Opportunity
- g) Certification of Non-Discrimination
- h) Non-Collusion Affidavit
- i) Report on Uncompleted Projects in Force

NOTES:

- A. In case of discrepancies between the original and the copy, the colored original form will take precedence.
- B. Failure to fully and accurately complete the List of Subcontractors (page 4-6), shall result in the automatic rejection of the bid.
- C. Failure to fully complete and execute (sign) each of the documents may result in the automatic rejection of the bid.
- D. The Bidder will complete the Work for the following price(s):

3. UNIT PRICE BID PROPOSAL

CONTRACTORS ARE REQUIRED TO BID ON ALL ITEMS

BIDS WILL BE EVALUATED ON BASE BID WITHOUT GROSS RECEIPTS TAX OR ANY OPTIONAL LOCAL TAXES. APPLICABLE TAXES MUST BE SUBMITTED AS SEPARATE ITEM ON THE INVOICE. SEPARATE INVOICES ARE REQUIRED FOR EACH PROJECT AND BID LOT, WHERE APPLICABLE.

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	UNIT PRICE EXTENDED
1	UNCLASSIFIED EXCAVATION	CY	2500		
2	BORROW	CY	2500		
3	UNSUITABLE MATERIAL EXCAVATION	CY	2500		
4	UNSTABLE SUBGRADE STABILIZAT	SY	2500		
5	ROCK EXCAVATION	CY	250		
6	UNSUITABLE MATERIAL EXCAVATION	CY	2500		
7	SUBGRADE PREPARATION	SY	2500		
8	LINEAR GRADING	MI	2		
9	BLADING AND RESHAPING	MI	2		
10	EXCAV & BACKFILL FOR MAJOR STRUCTURES	CY	500		
11	OBLITERATING OLD ROAD	MI	2		
12	ASPHALT BINDER	TN	10		
13	PROC PLACING & COMPCT EXT PVMT	SY	2500		
14	BASE COURSE	TN	2500		
15	BASE COURSE	CY	2500		
16	BASE COURSE	SY	2500		
17	BASE COURSE 4"	SY	2500		
18	BASE COURSE 6"	SY	2500		
19	LIME TREATED SUBGRADE 6"	SY	2500		
20	HYDRATED LIME	TN	100		
21	ASPHALT MATL FOR TACK COAT	TN	100		
22	FOG SEAL	TN	100		
23	PRIME COAT MATERIAL	TN	100		
24	SINGLE PEN CHIP SEAL	SY	10000		
25	DOUBLE PEN CHIP SEAL	SY	10000		
26	POLYMER MODIFIED HIGH FLOAT EMULSION-90	TN	50		
27	POLYMER MODIFIED HIGH FLOAT EMULSION-100	TN	50		
28	STOCKPILED SURFACE TREATMENT AGG. 3/8"	TN	100		
29	STOCKPILED SURFACE TREATMENT AGG. 1/2"	TN	100		

30	HOT POURED CRACK SEALING	LB	100		
31	COLD MILLING (ASPHALT)	SY	10000		
32	MISCELLANEOUS PAVING	SY	150		
33	ASPHALT CURB	LF	250		
34	HMA SP-III COMPLETE	TN	100		
35	HMA SP-IV COMPLETE	TN	100		
36	WMA SP-III COMPLETE	TN	100		
37	WMA SP-IV COMPLETE	TN	100		
38	CONCRETE PAVEMENT-6"	SY	150		
39	CONCRETE PAVEMENT-8"	SY	150		
40	REINFRCD CNCRT BOX CLVRT, 7.5'-12.4'	LF	100		
41	CONCRETE BARRIER RAILINGS 32"	LF	250		
42	CONCRETE BARRIER RAILINGS 42"	LF	250		
43	REINF.CONC.FOR MINOR STRUCTURES	CY	100		
44	FLOWABLE FILL	CY	100		
45	STRUCTURAL SHOTCRETE	SY	100		
46	REPAIR OF CONCRETE STRUCTURES	SY	100		
47	18" CULVERT PIPE	LF	80		
48	18" CULVERT PIPE END SECTION	EA	2		
49	24" CULVERT PIPE	LF	80		
50	24" CULVERT PIPE END SECTION	EA	2		
51	30" CULVERT PIPE	LF	80		
52	30" CULVERT PIPE END SECTION	EA	2		
53	36" CULVERT PIPE	LF	80		
54	36" CULVERT PIPE END SECTION	EA	2		
55	42" CULVERT PIPE	LF	80		
56	48" CULVERT PIPE	LF	80		
57	60" CULVERT PIPE	LF	80		
58	84" CULVERT PIPE	LF	80		
59	24"SX18"R(NOM)CUL PIPE ARCH	LF	40		
60	24"SX18"R(NOM)CUL PIPE ARCH ES	EA	2		
61	28"SX20"R(NOM)CUL PIPE ARCH	LF	40		
62	35"SX24"R(NOM)CUL PIPE ARCH	LF	40		
63	42"SX29"R(NOM)CUL PIPE ARCH	LF	40		
64	42"SX29"R(NOM)CUL PIPE ARCH ES	EA	2		
65	49"SX33"R(NOM)CUL PIPE ARCH	LF	40		
66	49"SX33"R(NOM)CUL PIPE ARCH ES	EA	2		

67	128"SX83"R(NOM)CUL PIPE ARCH	LF	40		
68	18" STORM DRAIN CULVERT PIPE	LF	10		
69	24" STORM DRAIN CULVERT PIPE	LF	80		
70	24" STORM DRAIN CULVERT PIPE ES	EA	2		
71	30" STORM DRAIN CULVERT PIPE	LF	80		
72	30" STORM DRAIN CULVERT PIPE ES	EA	2		
73	36" STORM DRAIN CULVERT PIPE	LF	80		
74	42" STORM DRAIN CULVERT PIPE	LF	80		
75	42" STORM DRAIN CULVERT PIPE ES	EA	2		
76	48" STORM DRAIN CULVERT PIPE	LF	80		
77	54" STORM DRAIN CULVERT PIPE	LF	80		
78	66" STORM DRAIN CULVERT PIPE	LF	80		
79	36"SX22"R STORM DRAIN CPA	LF	80		
80	36"SX22"R STORM DRAIN CPA ES	EA	2		
81	14'10"S x 4'-10"R METAL BOX CULVERT	LF	80		
82	RIPRAP CLASS A	CY	50		
83	RIPRAP CLASS B	CY	50		
84	RIPRAP CLASS D	CY	50		
85	RIPRAP CLASS E	CY	50		
86	RIPRAP CLASS F	CY	50		
87	RIPRAP CLASS G	SY	50		
88	GABIONS	CY	200		
89	SWPPP	EA	1		
90	CHECK DAM TYPE I	LF	25		
91	CHECK DAM TYPE II	LF	25		
92	DROP INLET PROTECTION TYPE I	EA	1		
93	DROP INLET PROTECTION TYPE II	EA	1		
94	GEOGRID REINFORCEMENT	SY	100		
95	GEOGRID BASE REINFORCEMENT	SY	100		
96	SINGLE FACE W-BEAM GUARDRAIL	LF	100		
97	SINGLE FACE THREE-BEAM GUARI	LF	100		
98	END TREATMENT TL-3 END TERMINAL	EA	2		
99	END TREATMENT TL-2 END TERMINAL	EA	2		

100	END TREATMENT W-BEAM END ANCHOR	EA	2		
101	END TREATMENT THRIE-BEAM END ANCHOR	EA	2		
102	END TREATMENT DRIVEWAY END ANCHOR	EA	2		
103	TRANSTION METAL BARRIER TO RIGID BARRIER	EA	2		
104	METAL BARRIER END TRTMNT (ANCHR) TYPE A	EA	2		
105	SINGLE FACE THRIE-BEAM WEATHERING GURDRL	LF	100		
106	CONCRETE WALL BARRIER 32"	LF	50		
107	CONCRETE WALL BARRIER 42"	LF	50		
108	CONCRETE WALL BARRIER (HALF SECTION)	LF	50		
109	BARBED WIRE FENCE 4'	LF	100		
110	BARBED WIRE FENCE (GAME FENCE) 4'	LF	100		
111	GAME FENCE	LF	100		
112	WOVEN WIRE FENCE 4'	LF	100		
113	CHAIN LINK FENCE 4'	LF	100		
114	CHAIN LINK FENCE 6'	LF	100		
115	VINYL COATED CHAIN LK FENCE 6'	LF	100		
116	REMOVE AND RESET GATE	EA	2		
117	STANDARD GATE, 12'	EA	1		
118	STANDARD GATE, 16'	EA	1		
119	STANDARD GATE, 20'	EA	1		
120	STANDARD GATE, 24'	EA	1		
121	CHAIN LINK GATE, 4' (SPAN)	EA	1		
122	CHAIN LINK GATE, 8'S X 8' R	EA	1		
123	PIPE GATE 6'	EA	1		
124	PIPE GATE 12'	EA	1		
125	CONCRETE SIDEWALK 4"	SY	100		
126	DRIVE PAD 6"	SY	25		
127	DRIVE PAD 8"	SY	25		
128	CONCRETE MEDIAN PAVEMENT 4"	SY	25		
129	CONCRETE MEDIAN PAVEMENT 6"	SY	25		
130	CONC MED PVMT 4" (COLRD&PATN)	SY	25		
131	HEADER CURB	LF	100		
132	CONCRETE SLOPED CURB AND GUT 6" X 24"	LF	100		

133	CONCRETE SLOPED CURB AND GUT 8" X 30"	LF	100		
134	CONCRETE VERTICAL CURB & GUT B 6"X18"	LF	100		
135	CONCRETE VERTICAL CURB & GUT B 6" X 24"	LF	100		
136	CONCRETE VERTICAL CURB & GUT B 6" X 30"	LF	100		
137	CONCRETE VERTICAL CURB & GUT C 8" X 32"	LF	100		
138	CONCRETE VERTICAL CURB & GUT D 6" X 18"	LF	100		
139	CONCRETE VERTICAL CURB & GUT D 8" X 18"	LF	100		
140	STANDARD CURB & GUTTER	LF	100		
141	CONCRETE VALLEY GUTTER 6" X 24"	LF	25		
142	CONCRETE VALLEY GUTTER 6" X 36"	LF	25		
143	CONCRETE VALLEY GUTTER 6" X 48"	LF	25		
144	CONCRETE VALLEY GUTTER 8" X 72"	LF	25		
145	CONCRETE LAYDOWN CURB 6"	LF	100		
146	CATTLE GUARD 14'	EA	1		
147	CATTLE GUARD 16'	EA	1		
148	CATTLE GUARD 24'	EA	1		
149	CATTLE GUARD 32'	EA	1		
150	CATTLE GUARD 36'	EA	1		
151	CATTLE GUARD 42'	EA	1		
152	MDI TYPE I (URBAN) H=0'0" TO 3'0"	EA	1		
153	MDI TYPE I (URBAN) H=6'1" TO 9'0"	EA	1		
154	MDI TYPE I (RURAL) H=0'0" TO 3'0"	EA	1		
155	MDI TYPE I (RURAL) H=3'1" TO 6'0"	EA	1		
156	MDI TYPE I (RURAL) H=6'1" TO 9'0"	EA	1		
157	MDI TYPE I (RURAL) H=9'1" TO 12'0"	EA	1		
158	MDI TYPE I (RURAL) H=12'1" TO 15'0"	EA	1		
159	MDI TYPE III (URBAN)	EA	1		
160	MOD MED DI TI (VALLEY/R) H=0'0" TO 3'0"	EA	1		
161	MOD MED DI TI (VALLEY/R) H=3'1" TO 6'0"	EA	1		
162	MOD MED DI TII (VALLEY/R)	EA	1		
163	MDI 10'X5' (URBAN) H=9'1" TO 12'0"	EA	1		
164	CDI TYPE I-B, TO 4'	EA	1		

165	CDI TYPE II-B, TO 4'	EA	1		
166	CDI TYPE III-B, TO 4'	EA	1		
167	CDI TYPE I-A, OVER 4'	EA	1		
168	CDI TYPE I-B, OVER 4'	EA	1		
169	CDI TYPE II-B, OVER 4'	EA	1		
170	CDI TYPE III-B, OVER 4'	EA	1		
171	CDI SPECIAL DESIGN	EA	1		
172	DR.IN.4'X4'(TY.III)H=6'-1" TO 8'-0"	EA	1		
173	DROP INLET SPECIAL DESIGN	EA	1		
174	JUNCTION BOX	EA	1		
175	CLASS A SEEDING	AC	1		
176	CLASS C SEEDING	AC	1		
177	STEEP SLOPE SEEDING	AC	1		
178	MANHOLE ADJUSTMENT	EA	1		
179	REMOVE & RELOCATE FIRE HYD.	EA	1		
180	WATER VALVE ADJUSTMENT	EA	1		
181	ADJUST VALVE BOX TO GRADE	EA	1		
182	ADJUST WATER METER TO GRADE	EA	1		
183	MAIL BOX INSTALLATION-SINGLE	EA	1		
184	MAIL BOX INSTALLATION-MULTIPLE	EA	1		
185	RIVER ROCK	CY	50		
186	REMOVE AND RESET PANEL SIGN	EA	1		
187	REMOVE AND RESET TRAFFIC SIGN	EA	1		
188	TRAFFIC CONTROL	HR	1		
189	TRAFFIC CONTROL	DY	1		
190	TRAFFIC CONTROL	WK	1		
191	RETROREFLECTORIZED PAINTED MARKINGS 4"	LF	5000		
192	RETROREFLECTORIZED PAINTED MARKINGS 6"	LF	5000		
193	TEMPORARY STRIPING	EA	500		
194	REMOVABLE MARKING TAPE	LF	500		
195	HOT THERMOPLASTIC PAVEMENT MARKINGS 4"	LF	5000		
196	HOT THERMOPLASTIC PAVEMENT MARKINGS 6"	LF	5000		
			TOTAL		

Basis of award will be based on aggregate total.

4. SUBCONTRACTORS (SEE INSTRUCTIONS TO BIDDERS):

The listing threshold is \$5,000.00

Second tier Subcontractors are not required to be listed.

Name	Place of Business/Telephone	Work Description
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____

NOTE: This Subcontractor's form shall be required to be completed in full with the bid for compliance with this bid proposal. (Attach additional sheets if required.) Failure to identify all subcontractors and complete in full the forms contained in the entire bid document, including but not limited to the above form, shall render the bid non-responsive and the bid shall be automatically rejected.

5. ADDENDA:

Bidder acknowledges receipt of the following addenda (if applicable):

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

6. BID PROPOSAL PERIOD

Bidder agrees that this Bid Proposal may not be withdrawn for a period of ninety (90) days after the scheduled closing time for receipt of bids.

7. CONTRACT AWARD

If the Contract is to be awarded, the Contracting Agency will give Notice of Award to the three (3) apparent successful Bidders within ninety (90) days after the scheduled closing time for receipt of bids. Notice to Proceed may be delayed, at the sole discretion of the Contracting Agency, up to 120 days after the Bid Opening.

8. EXECUTION OF CONTRACT DOCUMENTS

Upon receipt of the Letter of Intent to Award from the Purchasing Office, the apparent successful Bidder(s) will execute the formal Contract Documents within ten (10) days and deliver Performance Bond, Labor and Material Bond, Certificate of Liability Insurance, and Certificates of Workman's Compensation Insurance for approval by Sandoval County.

9. BID SECURITY

The attached Bid Security is to become the property of the Contracting Agency in the event the Contract and bonds are not executed within the time specified in this Bid Proposal as liquidated damages for the delay and additional expenses caused the Contracting Agency.

10. DECLARATION OF INTERESTS

The undersigned, as Bidder, hereby declares that the only persons or firms interested in the proposal as principal or principals is or are named herein and that no other persons or firms than herein mentioned have any interest in this proposal or in the Contract to be entered into; that this proposal is in all respects fair and in good faith without collusion or fraud.

11. AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY & NONDISCRIMINATION

The bidder hereby agrees if awarded the Contract, to comply with the Affirmative Action/Equal Employment Opportunity and Nondiscrimination requirements of the Special Provisions and to submit all information and report required therein.

12. DISADVANTAGED BUSINESS ENTERPRISES

If applicable, the Bidder hereby agrees, if awarded the Contract, to submit a summary report on NMDOT Form A-644 of percent total dollars allocated to disadvantaged business versus total dollars spent on the project. The report is due at the conclusion of the project as part of the as-built drawing submittal, as required on a project by project basis.

13 REQUEST FOR QUALIFICATIONS

The Bidder agrees to furnish to the Contracting Agency all information and data necessary for the Contracting Agency to determine the ability of the Bidder to perform the work.

Respectfully Submitted:

Name of Bidder

By: _____

Federal Tax ID Number

Bidder's Address

Printed Name & Title of Authorized

Bidder's Telephone Number
Number(s) and Classification(s)

Bidder's New Mexico Contractor's License

Bidder's Fax Number

Bidder's E-mail Address

Bidder's Gross Receipts Tax No.

BID BOND (SECURITY)

KNOW ALL MEN BY THESE PRESENTS:

THAT _____
_____ as Principal, hereinafter called the Principal,
and _____ a corporation duly organized and
existing under and by virtue of the laws of the State of
_____ and authorized to do business in the State of
New Mexico, as Surety, hereinafter called the Surety, are held and firmly bound
unto Sandoval County, New Mexico as Oblige, hereinafter called the
Contracting Agency, in the sum of _____, for payment
of which sum we bind ourselves, our heirs, executors, administrators, successors,
and assigns, jointly and severally, firmly by these presents. The condition of this
obligation is such that whereas the Principal has submitted the accompanying Bid
Proposal dated: _____, 20_____, for
_____, which Bid Proposal
is by reference made a part hereof and is hereinafter referred to as the Bid.

NOW, THEREFOR, if the Contracting Agency shall accept the Bid of the
Principal and the Principal shall enter into a Contract with the Contracting
Agency in accordance with the terms of such Bid, and give such bond or bonds as
may be specified in the Bidding or 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 or in the event of the
failure of the Principal to enter into such Contract and give such bond or bonds, if
the principal shall pay to the Contracting Agency the difference not to exceed the
penalty hereof between the amount specified in said Bid and such larger amount
for which the Contracting Agency may in good faith Contract with another party
to perform the work covered by said bid, then this obligation shall be null and
void, otherwise to remain in full force and effect.

SIGNED AND SEALED THIS _____ day of _____, 20_____.

ATTEST:

Principal

By: _____ Title: _____

Surety

ATTEST:

By: _____ Title: _____

EQUAL EMPLOYMENT OPPORTUNITY/CERTIFICATION OF AFFIRMATIVE ACTION

During the performance of this Contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated equally during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selecting for training, including apprenticeship.

B. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a copy of this provision of the Contract setting forth the provisions of this nondiscrimination clause.

C. The Contract will, in all solicitations or advertisements for employment placed by or on behalf of the Contract, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.

D. The Contractor will send to each Labor Union or representative of workers with which he has collective bargaining agreements or other contractor's understandings, a notice advising the Labor Union or worker's representative of the Contractor's commitments to comply with all applicable laws and regulations regarding nondiscrimination in employment.

Bidder's Address

Name of Bidder

By: _____

Date: _____

SECTION 7: CERTIFICATION OF NONDISCRIMINATION

Certification with regard to the Performance of Previous Contracts or Subcontracts is subject to the Equal Opportunity Clause and the filing of Required Reports.

The bidder _____, proposed subcontractor _____, hereby certifies that he has _____, he has not _____, participated in a previous Contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he has _____, has not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee of Equal Employment Opportunity, all reports due under the applicable filing requirements.

(Company)

By: _____

Date: _____

(Title)

NOTE: The above certification is required by the Equal Employment Opportunity regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of \$10,000 or under are exempt.)

Currently Standard Form 100 (EEO-1) is the only report required by the Executive Orders of their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Contracting Agency or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**SECTION 8: NON-COLLUSION AFFIDAVIT OF PRIME
 BIDDER**

STATE OF NEW MEXICO)
) ss
 COUNTY OF _____)

being first duly sworn, deposes and says that:

- 1) He is the _____ of, the Bidder that has submitted the attached bid;

- 2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

- 3) Such Bid is genuine and is not a collusive or sham Bid;

- 4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from Bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Sandoval County or any person interested in the proposed Contract; and

- 5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Subscribed and sworn to before me this _____ day of _____, 20 _____.

Signed: _____

 Notary Public

 Title

My commission expires _____

SECTION 9: REPORT ON UNCOMPLETED PROJECTS IN FORCE

STATE OF NEW MEXICO)
) ss
COUNTY OF _____)

I, _____ of _____
(Firm Name)

(Address)

being duly sworn, do depose and state:

That I, or the firm, association or corporation of which I am a member, had the following uncompleted work of contracts in force, highway or otherwise, as of the tenth (10th) day of this, the current month:

CONTRACTING AGENCY UNCOMPLETED WORK

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

Signed: _____

Notary Public _____ Title _____
My Commission expires: _____.

SECTION 10: REQUIREMENTS & REQUIRED FORMS: CONTENTS

1. Bonding and Insurance Requirements
2. Performance Bond
3. Labor and Material Payment Bond
4. Resident Agent's Affidavit
5. Contractor's Public Liability Insurance

SANDOVAL COUNTY

BONDING AND INSURANCE REQUIREMENTS

The minimum requirements for bonding and insurance requirements shall be as follows:

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” shall consist of a firm commitment such as an original bid bond, or other negotiable instrument acceptable to Sandoval County accompanying a bid as assurance that the bidder will, upon acceptance of this bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the contractor for 100 percent of the Contract price. A “performance bond” is one executed in connection with a Contract to secure fulfillment of all the contractor's obligations under such Contract.
- c. A payment bond on the part of the contractor for 100 percent of the Contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the Contract.
- d. Certificate of Insurance will be required in the terms, conditions and amounts as stated in these specifications.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT: _____, as
Principal, hereinafter called the Contractor, and

_____,
a corporation organized and existing under and by virtue of the State of
_____ and authorized to do business in the State of New Mexico,
hereinafter called the Surety, are held and firmly bound unto Sandoval County as
Obligee, hereinafter called the Owner, in the amount of

_____ Dollars (\$_____) for the payment whereof Contractor and
Surety bind themselves, their heirs, executors, administrators, successors, and
assigns jointly and severally firmly by these presents.

WHEREAS, the Contractor has, by written agreement dated
_____, 20_____, entered into a Contract with the Owner
described as follows:

_____, which Contract is by
reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFOR, the condition of this obligation is such that, if a Contractor
shall faithfully perform and complete said Contract according to its terms and
comply with all requirements of the law, then this obligation shall be null and
void; otherwise, it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by
the Owner.

The Surety hereby consents to progress payments to the Contractor and
acknowledges that such payments shall not preclude the Owner from showing
the true character and quality of materials furnished or services rendered, or from
recovering from Contractor or Surety such damages as Owner may sustain by
reasons of deficiency and quantity or quality of materials or services furnished
with respect to which a progress payment was made.

WHENEVER the Contractor shall be, and declared by the Owner to be, in
default under the Contract, the Owner having performed its obligations
hereunder; the Surety may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions.
2. Obtain a Bid or Bids for submission to the Owner for completing the
Contract in accordance with its terms and conditions, and upon determination by

the Owner and Surety of the lowest responsible Bidder, arrange for a Contract between such Bidder and the Owner and make available as work progresses, even though there should be a default or a succession of defaults under the Contract or Contracts 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 Owner to the Contractor under the Contract and any amendments thereto, less the amount properly paid by the Owner to the Contractor.

The Surety acknowledges that the Contract may contain express guarantees and agrees that said guarantees, if any, are covered by the Surety's obligation hereunder.

Any suit under this bond must be instituted before the expiration of three years from the date on which final payment under the Contract falls due, except that with respect to express guarantees of a longer term, a suit thereon must be initiated within six months following the expiration of said express guarantees, if any.

Right of action with respect to any express guarantees, if any, in the Contract shall occur following completion and formal acceptance of the work under this Contract.

No Right of Action shall occur on this Bond to or for the use of any person or corporation, other than the Owner named herein or its successors or assigns.

SIGNED AND SEALED THIS _____ DAY OF _____, 20____

CONTRACTOR-PRINCIPAL

ATTEST:

By: _____

Title: _____

SURETY

ATTEST:

By: _____

Title: _____

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:
THAT,

(Name and address or legal title of Contractor) as Principal, hereinafter called the Contractor, and

_____ a
corporation organized and existing under and by virtue of the laws of the State of _____ and authorized to do business in the State of New Mexico, hereinafter called the Surety, are held firmly bound unto Sandoval County as the Obligee, hereinafter called the Owner, in the amount of

_____ (\$ _____) for the payment
whereof contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally firmly by these presents.

WHEREAS, the Contractor has by written agreement dated _____, 20____ entered into a Contract described as follows:

_____,
which Contract is by reference made apart hereof, and is hereinafter referred to as the Contract.

NOW, THEREFOR, the condition of this obligation is such that if the Contractor shall pay as they become due all just claims for labor performed and materials and supplies furnished upon or for the work under said Contract, whether said labor be performed and materials and supplies be furnished under the original Contract or any Contract thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following condition:

The right to sue on this bond accrues only to the Owner and the parties to whom New Mexico Statutes Annotated, 1978, 13-4-18 through 13-4-20, as amended, grant such right; and any such right shall be exercised only in accordance with the provisions and limitations of said statutes.

Signed and sealed on _____, 20_____.

In presence of:

ATTEST:

(Contractor-Principal)

By: _____

Title: _____

ATTEST: (Surety)

By: _____

Title: _____

Countersigned: _____
(Surety's Authorized New Mexico Agent)

This Bond is issued simultaneously with a performance Bond in favor of the Owner for the faithful performance of the Contract.

RESIDENT AGENT'S AFFIDAVIT

(To be filled in by Agent Countersigning Bond)

STATE OF NEW MEXICO)
)ss.
COUNTY OF _____)

_____,
being first duly sworn deposes and says that he is the duly appointed Agent for
_____.

Deponent further states that a certain bond given to indemnify the Contracting Agency, in connection with the construction of

_____, dated _____ day of _____, 20__, executed by _____, Contractor, as principal, and _____, as surety, and countersigned by this deponent and licensed agent in this State, was made, issued and delivered in full compliance with Section 60-417 of the New Mexico Statutes, 1941, annotated; and deponent further states that said was written, signed and delivered by him and the premium of the same has been or will be collected by him, and that the full commission thereon has been or will be retained by him, except as provided in said statute.

Subscribed and sworn to before me, a notary public, in and for the County of _____, this _____ day of _____, 20_____.

My commission expires: _____

Resident Agent Address:

_____ (Street or Box Number)
_____ (City, State, and Zip Code)

CONTRACTOR'S PUBLIC LIABILITY INSURANCE

Until final acceptance by the County of the work covered, the Contractor shall procure and maintain at the Contractor's expense, insurance of the kinds and in the amounts herein provided. This insurance shall be provided by insurance companies authorized to do business in the State of New Mexico and shall cover all operations under the Contract, whether performed by the Contractor, the Contractor's agents or employees, or by subcontractors. All insurance provided shall remain in full force and effect for the entire period of the work, up to and including final acceptance, and the removal of all equipment and employees, agents and subcontractors there from.

If part of the contract with the County is sublet or subcontracted, the vendor shall require the subcontractor to secure insurance to protect itself against all hazards enumerated herein, which are not covered by the vendor's insurance policies and to include the County as an additional insured thereon.

The Contractor shall procure and maintain, during the life of this Contract, Workers Compensation, Commercial General Liability, and Business Automobile Liability Insurance policies. The policies will be written with the Contracting Agency (Sandoval County) as additional insured, while acting within the scope of their duties against all claims arising out of, or in connection with, the work to be performed. All insurance documents must include a provision for 30 day written notification to the Sandoval County Purchasing Department on the third floor of the Courthouse, 711 Camino del Pueblo, Bernalillo, NM 87004 if a policy has been materially changed or canceled. The Contracting Agency shall be an additional insured (Form B – CG2010 10/01 or on equivalent form) and will be written on an occurrence form, and shall provide limits as follows:

- 28. A. (1) Workers Compensation-Statutory**
- (2) Employers Liability-\$1,000,000**

Contractor shall comply with the provisions of the Workers Compensation Act of the State of New Mexico, (the "Act"). If the Contractor has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the Contracting Agency (Sandoval County) and comply with the Act should it employ three or more persons during the term of any Agreement with the County. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, agreement with the County may be terminated effective immediately.

29. Commercial General Liability with ISO CG0001 07/98

- (1) Bodily Injury/Property Damage: \$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
- (2) Products/Completed Operations: \$1,000,000 Each Occurrence

\$2,000,000 Aggregate

- (3) Property Damage Liability Insurance shall not exclude (XCU)
- (4) Pollution Legal Liability-\$1,000,000 Each Occurrence

C. Business Automobile Liability

(1) Combined Single Limit-\$1,000,000 Each Occurrence with ISO CA0001 10/01

(2) Pollution Liability (MCS90) for Transportation exposure (if applicable)-\$1,000,000 Each Occurrence

Business Automobile Liability Insurance shall include coverage for the use of all owned, non-owned and hired automobiles and vehicles.

D. Independent Contractor: Included

E. Contractual Liability: Included

The Contractor shall furnish one copy each of Certificates of Insurance herein required for each copy of the Agreement, which shall specifically set forth evidence of all coverage required. If such limits are higher than the minimum limits required by the Contracting Agency (Sandoval County), such limits shall be certified and shall apply to the coverage afforded the Contracting Agency (Sandoval County) under the terms and conditions of the contract as though required and set forth in the Contract. The Contractor shall furnish to the Contracting Agency (Sandoval County) copies of any endorsements that are subsequently issued amending coverage or limits.

Approval of Insurance

Even though a "Notice to Proceed" may have been given by the Contracting Agency (Sandoval County), the Contractor or subcontractor(s) shall not begin work under this Contract, or solicitation, until the required insurance has been obtained and the proper Certificates of Insurance (or insurance policies) have been filed with Sandoval County, adding Sandoval County as an additional insured as applicable. Neither approval nor failure to approve certificates, policies or insurance by the County shall relieve the Contractor or subcontractor(s) of full responsibility to maintain the required insurance in full force and effect.

Increased Limits

If, during the life of this Contract or solicitation, the legislature of the State of New Mexico increases the maximum limits of the liability under the Tort Claims

Act, Sandoval County may require the successful Contractor to increase the maximum limits of any insurance required herein. In the event that the successful Contractor is required to increase the limits of such insurance, an appropriate adjustment in the Contract amount will be made.

SANDOVAL COUNTY
SECTION 11: SAMPLE AGREEMENT

SANDOVAL COUNTY PAVING PRICE AGREEMENT

THIS AGREEMENT MADE THIS _____ day of _____, by and between _____ hereinafter called the Contractor, and Sandoval County Department of Public Works, hereinafter called the Contracting Agency.

WITNESSETH: That the Contractor and the Contracting Agency for consideration stated herein mutually agree as follows:

1. **Statement of Work:** The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work related to the utilization of this agreement for Paving Services for Sandoval County Projects.

Associated duties will be approved as per work order issued by Sandoval County under this agreement.

2. **The Contract Price:** Sandoval County will pay the Contractor for the performance of the Contract in the current funds. The exact payment amount will be specific to each roadway improvement project including in the plans, or to each specialty project as needed. Projects will be assigned at the Contractor's discretion through individual project work orders. Payment will be based on the total quantities of work performed at the unit prices stipulated in the bid for the several respective items of work completed subject to addition and deductions as provided in Contract Documents.

3. **Contract:** The executed Contract Documents shall consist of the following:

- A. This Agreement
- B. County Special Provisions
- C. Addenda (if any)
- D. Advertisement for Bids
- E. Instructions to Bidders
- F. Signed Copy of Bid Proposal
- G. Performance Bond
- H. Labor and Material Bond
- I. NMDOT Special Provisions
- J. County Technical Provisions
- K. NMDOT Supplemental Specifications
- L. NMDOT Standard Specifications for Highway and Bridge Construction
- M. Project Forms
- N. Insurance Certificates and Endorsements
- O. Section 3-Unit Bid Proposal

This Contract, together with other documents enumerated in this Article 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision of any other component part of this Contract conflicts with any provision or other component part, the provisions of the component part first enumerated in this Article 3 shall govern, except as otherwise specifically stated.

4. **Final Payment:** Unless good cause exists, final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the County to the Contractor within thirty (30) calendar days after notification of the County by the Architect/Engineer that all deficiencies to the Contract Documents that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and final Certificate for Payment has been issued by the Architect/Engineer. In addition, the Contractor shall provide to the Owner a certified statement of Release of Liens (Ale Document G706A or other approved form) and Consent of Surety.
5. **Term:** This Agreement shall become effective on the date of execution of this Agreement by all parties and shall terminate on, unless terminated pursuant to Paragraph 8, below. The agreement may be extended by mutual consent for an additional year.

TERM OF CONTRACT:

The length of this agreement shall be for three (3) years with an option to extend the contract for one (1) additional year (not exceeding a total of four (4) years) commencing on the date of award. Agreement may be terminated at any time by Sandoval County, or, based on mutual written agreement between Sandoval County and successful vendor(s). The owner and/or successful vendor(s) may terminate the contract at each twelve (12) month interval of the contract by providing written notice of intent to terminate, at least 45 calendar days prior to any twelve (12) month anniversary of the contract. Failure to provide such written notice on or before the 45 day minimum notification term, shall result in the continuance of the contract in full force and effect, with no modifications except as strictly provided for in the contract until the following 12 month anniversary of the effective date of the contract, providing that written notice has been received.

6. General and Special Provisions:

6.1 This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of New Mexico, as the same from time to time exist.

6.2 Terms used in this agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

6.3 As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in all events not later than the relevant Date of Substantial Completion of Work; and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, no later than the date of the County's approval of the Final Certificate of Payment.

6.4 The Contractor shall hold harmless and indemnify the County against any and all injury, loss, or damage, including cost of defense - including but not limited to court costs and attorney's fees - arising out of the negligent acts, errors, or omissions of the Contractor.

6.5 This Agreement shall not become effective until: (1) approved by the governing body of the County; and (2) signed by all parties required to sign this Agreement.

6.6 The Contractor and his agents and employees are Independent Contractors and are not employees of the County. The Contractor and his agents and employees shall not accrue leave, retirement, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County as a result of this Agreement.

6.7 The Contractor, upon final payment of the amounts due under this Agreement, releases the County, his officers and employees, from his liabilities and obligations arising from or under this Agreement, including but not limited to all damages, losses, costs, liability, and expenses, including but not limited to attorney's fees and costs of litigation that the Contractor may have.

6.8 The Contractor agrees not to purport to bind the County to any obligation not assumed herein by the County, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

6.9 Notices. All notices herein provided to be given, or which may be given, by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, in the instance of notice of termination of work also by certified mail, and addressed as shown on the cover page of this Agreement.

6.9.1 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.

6.10 Gender, Singular/Plural. Words of any gender used in this Contract 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.

6.11 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.

6.12 This document shall be executed in no less than three (3) counterparts, each of which shall be deemed an original.

6.13 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. Contractor will provide Builder's Risk Insurance for this project.

6.14 Separability. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

6.15 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 the performance by the other party in terms thereof. Further, the Agreement between the County & Contractor waiver by any party of a breach by the other party or 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.

6.16 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 Contract, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior conditions, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.

6.17 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.

6.18 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.

6.19 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.

6.20 Pursuant to 13-1-191 **NMSA 1984**, 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 1984**) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (13-1-28 through 13-1-199 **NMSA 1984**) imposes civil and criminal penalties for its violation.

6.21 The Contract Documents, which constitute the entire agreement between the County and the Contractor, are listed in Article 1 of this Agreement and are further enumerated in Sections 1 and 2 of the Supplemental General Conditions, except for Modifications issued after execution of this Agreement.

7. Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by Sandoval County for the performance of this Agreement. If sufficient appropriations and authorizations are not made, this Agreement will terminate upon written notice being given by Sandoval County. Sandoval County’s decision as to whether sufficient appropriations are available will be final.
8. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed on the day and the year first written above.

CONTRACTOR

SANDOVAL COUNTY, NEW MEXICO

By:

By: County Manager

ATTEST:

APPROVED AS TO FORM:

County Clerk

County Attorney

SANDOVAL COUNTY
SECTION 12: COUNTY SPECIAL PROVISIONS

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1. GENERAL

The New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction (NMDOTSSHBC), latest edition as amended, are a part of the Agreement entered into between the Contractor and the Contracting Agency, including all Subcontracts, and shall apply to all portions of the work described hereinafter. Except that the City of Rio Rancho Standard Specifications for Construction will apply for utility work to be accepted by the City of Rio Rancho.

The following paragraphs for the Special Provisions for this Contract shall be a part of, and supplementary to, the Contract, and shall be used in conjunction therewith as one of the Contract Documents.

The general conditions of the Contract, as amended herein, are a part of the Contract entered into between the Contractor and Contracting Agency, and shall apply to all portions of the work hereinafter or shown on the drawings, including all Subcontracts.

2. REQUESTS FOR PAYMENT

The County shall not withhold an amount in excess of 5% of payments due and owing a contractor and shall hold said funds in an interest bearing account in accordance with NMSA Section 57-28-1 – 57-28-12 (2001).

3. PROJECT SITE

The site improvement work to be accomplished under this Contract is in the vicinity of

_____Countywide_____X_____

4. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The work which the Contractor is required to perform under this Contract shall begin at the time stipulated by the Contracting Agency in the Notice to Proceed to the Contractor and shall be completed within (varied) calendar days from the date of the Notice to Proceed. However, all of the work contained in this contract shall be completed on or before _____.

Liquidated damages, at the rate of (varied) per day, will be assessed against the Contractor for each calendar day or portion thereof that work remains incomplete after expiration of the agreed time allotted for construction, including any approved extensions of time granted.

The sum of the liquidated damages will be deducted from any monies due the Contractor. If no money is due the Contractor, said sum may be recovered by the Contracting Agency from the Contractor or their surety, or from both combined. These deductions are to cover liquidated damages to the Contracting

Agency for additional expenses of supervision, overhead, and other costs resulting from failure of the Contractor to complete the work within the designated time, and are not to be considered as penalties. The Contracting Agency shall not be considered liable for any extra or additional payment to the Contractor as a bonus or premium for early completion.

5. COMMUNICATIONS

A. All notices, demands, requests, instructions, changes to the Contract, approvals, proposals and claims shall be in writing.

B. Any notice to, or demand upon the Contractor, shall be sufficiently given if delivered at the office of the Contractor as stated in the Bid (or at such other office as the Contractor may, from time to time designate in writing to the Contracting Agency) or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to such office.

C. All papers required to be delivered to the Contracting Agency, unless otherwise specified in writing to the Contractor, shall be delivered to:

Sandoval County Department of Public Works
2708 Iris Road
Rio Rancho, New Mexico 87144

and any notice to, or demand upon the Contracting Agency, shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed postage- prepaid envelope or delivered with charges prepaid to any telegraph company for transmission to said Contracting Agency at such address, or to such other address or representative as the Contracting Agency may subsequently specify in writing to the Contractor for such purpose.

D. Any such notice shall be deemed to have been given as of the time of actual delivery or, in the case of mailing, when the same should have been received in due course of post or in the case of telegrams at the time of actual receipt, as the case may be.

6. COORDINATION OF SPECIFICATIONS AND CONTRACT DOCUMENTS

These Plans, Specifications, Contract Documents, and all Addenda to the Specifications and Documents, if any, are essential parts of the Contract, and a requirement occurring in one is just as binding as though occurring in all. They are intended to be complementary, to describe and provide for a complete work. In case of a discrepancy, figured dimensions, unless obviously incorrect, shall govern over scaled dimensions.

The Contractor shall not take advantage of any apparent error or omission in the Plans and Specifications. In the event the Contractor discovers an apparent error or discrepancy, the Contractor shall immediately call upon the Contracting Agency for its interpretation and decision, and such decision shall be final.

7. JOB OFFICES

A. The Contractor and their Subcontractors may maintain such office and storage facilities as are necessary for the proper conduct of work. Arrangement for and cost associated with such facilities are the responsibility of the Contractor. The Contracting Agency shall be consulted and approve the location(s) of such facilities.

B. Upon completion of the work, or as directed by the Contracting Agency, the Contractor shall remove all such temporary structures and facilities from the site(s), the same to become their property, and leave the work site(s) in good condition, or as otherwise required by the Contract.

8. WORK BY OTHERS (DELETED)

9. LIMITATIONS ON SUBCONTRACTING

The Contractor shall not subcontract more than forty-nine percent (49%) of the work to be performed under this Contract or forty-nine percent (49%) of the total original bid amount under this Contract, whichever is less, to any person, company, organization, corporation and/or entity of any nature not a party/signator to this Contract. The Contractor shall perform, with his/her/its own organization, the work under this Contract. The Contractor's own organization shall be construed to include only persons employed and paid directly by the Contractor and equipment owned and/or rented by the Contractor, with or without operators. The Contractor's organization does not include employees or equipment of the subcontractor, or assignees, or agents of any subcontractor. The Contractor shall submit a list of intended subcontractors and material suppliers prior to the commencement of any work under this Contract. The Contractor shall update the list of subcontractors and material suppliers as the work progresses such that the County shall have at all times, a current and accurate list of subcontractors and the work which they will perform, or are performing, and material suppliers along with material supplies, and the percentage of the work and/or percentage of the total original bid price each subcontractor is performing.

No work shall be subcontracted without the prior written consent of the County. The intent of this section shall not be circumvented by the Contractor placing a subcontractor's employees directly on the Contractor's payroll and/or by the use of a subcontractor's materials or equipment.

Nothing herein, including, but not limited to, approval by the County of any subcontractors and/or materials, shall be construed to waive the Contractor's liability of any nature under this Contract or the privity of the Contracting Agency with the Contractor and no bond, insurance, or liability of nature shall be waived or in any way diminished by the subcontracting or assignment of any portion or interest under the Contract.

10. TERMINATION

This Agreement may be terminated by the County for its convenience upon thirty (30) days prior written notice to the Contractor.

11. EMERGENCY PROVISIONS

The Contractor must designate at least one (1) capable, responsible employee to represent itself in case of an emergency. Such employee(s) shall have a local telephone where they may be reached at any hour of the day or night. Directions for contacting such employee(s) shall be given to the Project Manager for the Contracting Agency, applicable County Fire Department, Sheriff's Office or other emergency personnel.

12. ACCESS TO SITE

The Contractor will allow access to the construction site(s), afford all facilities for observation of the work as it progresses, and provide for the on-site safety of authorized personnel of the following:

- A. County Public Works Division and its Agents.
- B. New Mexico Department of Transportation
- C. Other City, County, State and Federal Agencies and their Agents as necessary.

13. SOURCE AND PURCHASE OF MATERIALS, EQUIPMENT, AND SUPPLIES

A. As part of this Contract, and as one of the considerations for the awarding of the same, the Contractor agrees that they will not, in the performance of this Contract, knowingly do business with or purchase or obtain materials, equipment, supplies, or services of any kind or character, either directly or indirectly, from any employee of the Contracting Agency.

B. The Contractor further agrees that, in the event of a violation of any of the provisions of the preceding paragraph, this Contract may be canceled by the

Contracting Agency, and in such an event, the Contractor waives and relinquishes any right of claim which they may have or claim to have for damages, current or future payments or otherwise by reason of such cancellation.

14. NIGHT WORK

Whenever the Contractor shall be permitted or directed to perform night work or to vary the period during which work is ordinarily carried on in the daytime, they shall give notice to the Contracting Agency so that proper observation may be provided. Such work shall be done under regulations to be furnished in writing by the Contracting Agency, and no extra compensation shall be allowed the Contractor therefor. In the event of night work, the Contractor shall furnish such lights, satisfactory to the Contracting Agency, as will assure proper observation and safety.

15. WATER & UTILITIES

The Contractor, at their expense, shall provide and make arrangements for water and other utilities required.

The Contractor shall be responsible for the coordination of all utilities.

16. TRAFFIC CONTROL DEVICES AND STREET NAME SIGNS

The Contractor is responsible for the placement of all project-related traffic control devices and the replacement of all traffic control devices and street name signs which are removed or replaced during and after construction for the duration of the project. Where necessary, traffic control devices and street name signs may be removed and replaced during and after construction, in equal or better fashion. Payment of this work shall be made under and shall be included in the lump sum price bid for traffic control as shown on the Bid Proposal and no additional payment shall be paid therefor. The contractor will inventory all signs on the project and provide a complete list to the Project Manager prior to commencing any work on the project.

17. TAXES

Pursuant to Section 13-1-108, N.M.S.A.1978 as it may be from time to time amended; all bids submitted are to exclude the applicable state gross receipts tax or applicable local option tax. Sandoval County will pay the applicable tax including any increase in the applicable tax which becomes effective after the date of the Contract. The applicable gross receipts tax or applicable local option tax shall be shown as a separate amount on each billing or request for payment made under the Contract.

18. TRAFFIC CONTROL PLANS AND TRAFFIC INTERFERENCE

If traffic control plans are provided in the Plans Specifications and/or Drawings, the traffic control operations shall conform thereto. Otherwise traffic control shall be provided by the Contractor in compliance with Section 7 herein. The Contractor shall not deviate from the Traffic Control Plan without prior approval by the County Traffic Control Manager.

All work on this Contract will be completed as expeditiously as possible pursuant to the terms specified in the Contract. The Contractor will not be permitted to block or otherwise interfere with traffic except as approved by the County Traffic Control Manager. Subject to the approved Traffic Control Plan, at least one lane shall be open to traffic at all times. The Contractor shall provide proper signage and flagmen and shall maintain the traffic lanes in such a manner as to ensure proper safety to the traveling public on all affected roads. The Contractor shall provide access to all private and public property at all times, except when grading, paving, curb and gutter, excavation, and backfill operations are being conducted immediately in front of the property, in which case access will not be denied for more than 24 hours without approval of the Project Manager.

Traffic lanes provided during construction shall be maintained in such a condition under all weather conditions so as to permit the reasonable passage of a passenger vehicle, and shall be kept graded smooth, and watered several times daily to control dust.

The Contractor shall submit a Traffic Control Plan to Sandoval County Public Works for approval at least 48 hours prior to commencement of work. The Traffic Control Plans shall be prepared in accordance with the U.S. Department of Transportation, Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD) requirements and by ATSSA-certified personnel, and must be approved by Sandoval County Public Works prior to commencement. The approved Traffic Control Plan shall be made a part of this Contract.

A Daily Traffic Control Log shall be maintained by the Contractor that reflects the types and locations of all traffic control devices, signs, barricades and other traffic control devices being used on the Project in compliance with the approved Traffic Control Plan. This log shall be submitted to the Sandoval County Traffic Control Manager upon completion of the project construction or at any other time during construction when so requested by the Project or Traffic Control Manager. Daily Traffic Control Log shall be incidental to the Contract and no additional payment will be made for the Daily Traffic Control Log.

The Contractor shall, at their expense, furnish all equipment, tools, materials, and labor associated with surveying, site cleanup, replacement and resetting of devices moved, damaged, stolen or otherwise taken from the site, coordinate with agencies, residents, and others necessary to achieve required traffic control. The costs associated with these services shall be considered incidental to the Contract. No additional compensation will be allowed for delay or inconvenience caused by others providing design services, equipment, or materials associated with traffic control work. The Project Manager may also suspend the Work if the traffic control is not maintained and violates traffic safety.

The Contractor shall provide updated Traffic Control Plans (and any revisions) to the Contracting Agency's Project Engineer and the Sandoval County Traffic Control Manager (if working within County jurisdiction) at weekly construction meetings. It shall be the Contractor's responsibility to ensure daily that all traffic control devices and signs are posted and meet all requirements during construction as directed by the Sandoval County Traffic Control Manager and the Contracting Agency's Project Engineer. Failure to comply with this will result in project shutdown at no additional cost to the Contracting Agency.

19. CONSTRUCTION SITE SAFETY

The Contracting Agency is not responsible for Construction Site Safety Engineering. The Contractor is responsible for all Construction Site Safety Engineering. Construction Site Safety Engineering as used herein includes, but is not limited to, design and review of site safety precautions which are utilized to protect the workmen, the general public, and others from bodily injury or property damage. This includes, but is not limited to, scaffolding, trench shoring, and concrete form work and the structural adequacy of the same.

Traffic control devices such as detours, barricades, warning lights, and signs of the proper type and location; the use of flagmen; and all other methods and means of maintaining a safe place to work shall be the responsibility of the Contractor and shall be in accordance with the most current edition of Manual on Uniform Traffic Control Devices of the U.S. Department of Transportation, Federal Highway Administration. The Contractor shall develop a Project Safety Engineering Plan and obtain the approval of the Project Manager and the Sandoval County Public Works prior to initiation of construction activities. Associated costs shall be considered incidental and included in the appropriate bid items.

All contractors and their Subcontractors shall comply with OSHA 29 CFR 1926, Safety and Health Regulations for Construction. A detailed Safety and Health Plan shall be prepared by the Contractor as part of a Project Safety Engineering Plan and shall be provided to the Project Manager before the Notice to Proceed is issued. The Contractor shall make available upon request all OSHA required documentation, including but not limited to, Job Hazard Analysis, Safety and Health Plan updates, Material Safety Data Sheets, listing of Material Safety Data Sheets, environmental monitoring data, evidence of training, and confined space entry permits.

20. MANUFACTURER'S WARRANTIES

The Contracting Agency and the Contractor(s) shall exhaust all manufacturers' warranties, prior to filing of claims against any other party, for the failure of such manufactured products to function properly.

21. CONTRACT DOCUMENTS

The Contracting Agency will furnish the Contractor without charge five (5)

copies of the Contract Documents. Additional copies requested by the Contractor will be furnished at cost.

22. RECORDING WORK

The Contractor shall keep one record copy of all Plans, Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process current to within two weeks. These shall be available to the Project Manager at all times. The Contractor shall turn over two sets of as-built drawings to the Engineer upon completion of the project and assist the Engineer in preparing record drawings for submittal to the Contracting Agency.

23. CHANGES IN THE WORK - CHANGE ORDERS

Additional unit price or modified work items may be negotiated by mutual consent of the Contracting Agency and the Contractor for work not included in the scope of the bid items, so long as the total project change does not exceed 10% of the maximum non-contract-executed project. (10% of \$100,000.00 or \$10,000.00)

Where the total of new unit price work items in a single project are in excess of \$10,000.00, or unit items are to be made a permanent part of this contract, approval by the County's Change Order Committee shall be required.

Where mutual consent is not reached, the following procedure will be used for changes or force account work:

The combined allowance for overhead and profit, included in the total cost to the Contracting Agency, shall be based on the following procedure: With each proposal for a change in the amount of the Contract, the Contractor shall submit an itemized breakdown of all increases or decreases in the cost of the Contractor's and all Subcontractor's work to include at least the following detail in the general order listed:

- E. Material quantities and unit costs
- F. Labor amounts and hourly rates (identified with specific items of materials to be placed or operation to be performed)
- G. Equipment cost, if any
- H. Workmen Compensation and Public Liability Insurance
- I. Overhead and Profit
- J. Employment Taxes under FICA and FUTA

The allowance for overhead and profit combined shall be based on the following

schedule:

Subtotal before Applying the Percentage Shown:

- Contractor for work performed by their own forces 10%
- Subcontractor for work performed by their own forces 10%
- Contractor for work performed by their Subcontractors 5%

Overhead for individual change order proposals that include a time extension of five (5) calendar days or less shall include such as the following: bond premiums, small tools, incidentals, and general office expenses.

Overhead for those including a time extension more than five (5) calendar days shall include such as the above with superintendent and wages of timekeepers negotiated on an individual basis.

On proposals covering both increases and decreases in the amount of the Contract, the combined overhead and profit shall be allowed on the net increase only.

24. BOARD OF COUNTY COMMISSIONERS

No officer or employee of the Board of County Commissioners or public officer of the State shall be admitted to any share or part of this Contract or to any benefit that may arise there from, directly or indirectly, unless made with a corporation for its general benefit.

25. METHOD OF MEASUREMENT FOR PAYMENT

All items required for this work except those listed in the unit price schedule shall be considered incidental to the Contract work and no additional payment shall be made unless unanticipated conditions are discovered. Whether conditions are unanticipated shall be in the sole discretion of the County, in which case a work order shall be prepared. The Contractor shall not be paid for performing any work not specifically required by the Contract or written work order approved by the Director of Public Works. The cost of performing the work order work must be agreed upon by both parties to the Contract, unless a written notice to proceed is issued by the County prior to initiation of construction on the changed work.

26. CONTRACTOR'S INDEMNIFICATION

The Contractor hereby agrees to hold harmless, indemnify and defend the County, its officers, agents, and employees from and against any and all liability, suits, actions, claims, damages, attorney's fees, and costs arising out of or resulting from the Contractor's and/or any of their Subcontractors' employees', agents', or officers' conduct, performance, act(s), error(s) or omission(s) relating in any manner whatsoever to this Contract. Provided, however, nothing in this

Contract shall be construed to require the Contractor to defend, indemnify and hold harmless the County, its officers, agents and employees from and against any liability, suits, actions, claims, damages and attorney's fees caused by or resulting from the negligence of the County, its officers, agents and employees.

Such indemnity shall also not extend to liability, claims, damages, losses or expenses, including attorney's fees, arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the County, or the agents or employees of the County, or the giving of or the failure to give directions or instructions by the County, or the agents or employees of the County, where such giving or failing to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

Receipt by the County of the Contractor's services under this Contract, review by the County of any Plans, Specifications and documents by the Contractor, and County authorizations for the Contractor to proceed with the various phases of services shall not be construed as approval of the Contractor's work product by the County or as the giving of instructions or directions by the County. This indemnification provision is subject to the limitations and provisions of Sec. 56-7-1, N.M.S.A. 1978.

The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Contract.

27. CONTRACTOR'S DUTY

The Contractor has the affirmative duty to discover any defects, errors or omissions in the Plans, Specifications, Change Orders, and/or in the actual construction of the project, and upon discovery, to immediately report them to the Contracting Agency and to take any and all action necessary to mitigate and/or eliminate their effect on the project and the cost thereof to the maximum extent possible.

If the Contractor discovers or should have discovered an error, omission or discrepancy in the Plans, Specifications, Change Orders, and/or in the actual construction of the project and fails to notify the Project Manager of such, then the Contractor shall assume all incidental and consequential liability therefor, shall not be compensated therefor, and shall indemnify and hold harmless the County therefor.

28. CONSTRUCTION SURVEYING AND STAKING

Construction surveying and staking shall be performed by the owner unless provided for by others. The associated costs shall be considered incidental and included in the costs under the applicable bid item(s), unless there is a specific bid item for construction staking.

29. CONSTRUCTION PROGRESS MEETINGS, PUBLIC NOTICE

AND COORDINATION

The Contractor shall hold construction progress meetings for the purpose of keeping the affected property owners, residences, and businesses informed as to general construction progress and future schedule of detours, street and property access closures, water shutoffs, and the like.

The Contractor shall hand deliver special notices to each resident and business adjacent to the construction area which may be affected by proposed construction activities. Special notices are to inform residents in writing wherever access to their property will be impaired. Special notices shall be delivered no more than seven (7) calendar days, nor less than four (4) calendar days prior to the actual physical construction that will affect the property.

The written notice is to state:

- a) Contractor's name, address, and local telephone number
- b) Nature of work to be done
- c) Type of disruption residents might expect
- d) Expected duration of construction
- e) Contractor's local telephone number to which complaints may be made during normal working hours
- f) Contractor's local telephone number to which emergency conditions can be reported during non-working hours

No separate payment for the above shall be made and the work shall be considered incidental and included in the price bid for the project.

30. TESTING

The County shall be responsible for quality control and quality assurance testing unless the Contractor's independent testing lab, using bid items in the bid proposal, is requested on a per project basis, with the exception of sanitary sewer line leakage, deflection, and television testing and water line hydrostatic and microbiological testing. The Contractor will be responsible for sanitary sewer line leakage, deflection, and television testing and water line hydrostatic and microbiological testing as an incidental item, which shall be included in the base bid by the Contractor.

Frequency of testing for quality control shall be done in accordance with the Minimum Quality Control Testing Requirements, set forth on Exhibits provided for each project, shall be used for all items except those directly related to sanitary sewer and water line. For sanitary sewer and water line, COA Standard Specifications shall be used.

If an independent lab is used, the laboratory shall meet the certifications as required in the NMDOT Standard Specifications for Highway and Bridge Construction, 2014 edition (Blue Book) Section 901, Quality Control/Quality Assurance.

Payment for all testing requested, not including challenge tests against failing County-performed testing, shall be made under the unit price bid for Project Materials Testing, and no additional payment will be made therefor.

The laboratory shall furnish copies of all test reports to the County in a timely manner. The project manager or his/her representative shall be notified immediately of any failing tests.

31. OWNERSHIP OF DOCUMENTS

Sandoval County is the sole owner of all documents, reports, and data that is submitted, compiled or arising out of the Contract and/or Project regardless of the medium used.

32. GUARANTEE PROVISIONS

After the approval of final payment and prior to the expiration of one (1) year after the date of substantial completion of this Contract or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, if any work is found to be defective, Contractor shall promptly, without costs to the Contracting Agency and in accordance with the Contracting Agency's written instruction, either correct such defective work or, if it has been rejected by the Contracting Agency, remove it from the site, and replace it with non-defective work. The Contractor shall also reimburse the Contracting Agency for the cost of any reasonable testing or exploratory work conducted to verify the limits and amounts of the defective work. If the Contractor fails to promptly comply with the terms of such instructions, the Contracting Agency may have the defective work corrected or the rejected work removed and replaced and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.

33. PROJECT CONSTRUCTION SIGNS

A. **GENERAL:** The Contractor shall provide, erect, and maintain for the duration of the construction project, project construction signs. Signs may be installed subsequent to the award of the Contract, but not less than seven (7) days prior to the expected start of construction.

B. **CONSTRUCTION SCHEDULE SIGNS:** The Contractor shall provide the Sandoval County Public Works Division with a Construction Schedule for signs, which must first be approved by the Sandoval County Public Works Division. Once approved, the Contractor shall comply with the dates and times specified in the Construction Schedule for signs.

C. **MAINTENANCE INCIDENTAL:** Maintenance of said signs shall be incidental to the project and no separate payment shall be made therefor.

34. CULTURAL RESOURCES

An archaeological and cultural resources survey of the project area was accomplished during design of the project and no evidence of significant cultural resources were found. However, if the Contractor discovers human remains or other archaeological evidence during Project excavation, they shall cease work in

the area, and notify the Project Manager, who will then notify the New Mexico State Historic Preservation Officer.

35. PROJECT SEQUENCING BY CONTRACTING AGENCY

The Contracting Agency reserves the right to direct the Contractor to schedule certain parts of the project for completion before others. If so directed, the Contractor shall construct that portion of the project when directed by the Project Manager

36. PARTIAL ACCEPTANCE

Partial acceptance of completed portions of the project is permitted and encouraged. When a portion of the project is complete, tested, and ready to be able to provide service, the Contractor may request acceptance of that portion of the project.

37. WEEKLY CONSTRUCTION MEETINGS

The Contractor shall conduct weekly meetings during the duration of the project with County Public Works Personnel, to include but not be limited to the County Construction Project Manager, County Project Engineer, and the Design Consultant. Meeting topics are to include the construction schedule status, submittal status, required design/construction clarifications, issues with the public and potential problems or concerns. Failure to update the construction schedule and present the updated schedule at the next weekly meeting shall result in the immediate imposition of damages in the amount of \$100 per day for each day the construction schedule is not updated and delivered to the County Project Engineer in addition to any other damages and/or liquidated damages which may be imposed pursuant to the terms of this Construction Contract Bid Specifications.

38. VALUE ENGINEERING

This section has been removed.

39. WORKING HOURS

Requests for approval of overtime work shall be made in writing to the Project Manager by the Contractor a minimum of 24 hours prior to the scheduled start of such work, in non-emergency situations. The Project Manager shall approve or disapprove, in writing, overtime work proposed to be performed by the Contractor requiring inspection. The decision with regard to the type of work requiring inspection shall be the sole responsibility of the Project Manager. For the purposes of this section, overtime work shall be considered as all-time worked or proposed to be worked beyond the Contractor's normal 8 ½ hour work day, or any time worked on Saturdays, Sundays, or holidays.

40. DUST ABATEMENT

Contractor will be required to follow the regulations as defined in 20 NMAC 11-20 Airborne Particulate Matter for dust control requirements in Sandoval County. The Contractor shall obtain the Surface Disturbance Permit

Application, for projects that involve work on unpaved areas over 1 acre during any stage of the project, and the Dust Control Plan permit from the City of Albuquerque, Environmental Health Department, Air Pollution Control Division. This shall be considered incidental to the completion of the project and therefore no separate measurement or payment will be made.

41. National Pollutant Discharge Elimination System (NPDES)

The Contractor shall be responsible for fulfilling all necessary National Pollutant Elimination Discharge System (NPDES) requirements including, but not limited to, obtaining a NPDES Waiver, or NPDES Permit, which includes filling out the Notice Of Intent (NOI) application, filling out the Notice Of Termination (NOT) application (copies of which are included in Section 11). If an NPDES permit is necessary, the Contractor shall also be responsible for the implementation of, and inspection reports for the Storm Water Pollution Prevention Plan (SWPPP). An approved SWPPP is included in Section 11 of this Contract. The Contractor shall resubmit the SWPPP with the proposed construction staging area clearly shown on the approved SWPPP. The Contractor may prepare an alternative SWPPP; however, it is the responsibility of the Contractor to have the alternative SWPPP reviewed and approved by the Sandoval County Public Works Division, at no additional cost to the County, prior to implementation of the alternative SWPPP. All items of work for projects that an NPDES permit is necessary shall be paid for under the bid item for “NPDES Storm Water Permitting and SWPPP.” Any check dams, silt fences or other Best Management Practices (BMPs) that are required in the approved SWPPP shall be included in and are incidental to the bid amount and shall be paid for under the bid item for “NPDES Storm Water Permitting and SWPPP.”

42. THREATENED OR ENDANGERED SPECIES

If any threatened or endangered species or their habitats are discovered during construction, work will cease immediately and the EPA will be notified in order that appropriate measures can be taken in accordance with the Endangered Species Act.

43. DISPOSAL OF CONSTRUCTION MATERIALS

Construction material and waste products, including machinery leaking, maintenance materials and spills, will be contained and properly disposed prior to project completion.

SECTION 13: NMDOT SPECIAL PROVISIONS

The New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, Edition 2014 or as periodically revised, are incorporated here by reference and shall govern the construction of roadway items for this project except where revised, amended or supplemented by the NMDOT Special Provisions, NMDOT Supplemental Specifications, or the Sandoval County Special Provisions and Technical Provisions contained in Sections 7 and 10. Where a conflict occurs between NMDOT and Sandoval County Specifications, the County's Specifications shall control.

New Mexico Department of Transportation Standard Specifications, Special Provisions, and Supplemental Specification shall be interpreted using the following list. Reference listed to the right are to replace those on the left where those on the left appear in the text.

REFERENCE	REPLACE WITH
New Mexico State Highway Department Project Manager Chief Highway Administrator State Engineer	Sandoval County PWD County Project Manager Public Works Director County Public Works Director or their Authorized Representative
Department	County
District Highway Engineer	County
District Construction Engineer	County

The following SPECIAL PROVISIONS shall supplement the above specifications:

SPECIAL PROVISIONS:

Section:	Date:
Blading and Reshaping Existing Base Course	(10/04/14)
Bituminous Pavement for Ditches	(09/26/14)

Section:	Date:
Reinforced Concrete for Minor Structures	(07/29/14)
Pier and Abutment Bearing Modification	(07/29/14)
Field Laboratory Testing Equipment (Note: Designer Input Required)	(08/11/14)
Modifying Section 702 - Traffic Control Devices for Detours	(01-27-14)
Section 702-A - Type H Barriers	(08-15-14)
Section 764 - Landscape Planting	(08-01-14)
Section 770 - Irrigation System	(08-01-14)

SANDOVAL COUNTY
SECTION 14: NMDOT SUPPLEMENTAL SPECIFICATIONS

The New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, latest Edition, are incorporated here by reference and shall govern the construction of roadway items for this project except where revised, amended or supplemented by the Special Provisions or Supplemental Specifications.

New Mexico Department of Transportation Standard Specifications, Special Provisions, and Supplemental Specifications shall be interpreted using the following list. Reference listed to the right are to replace those on the left where those on the left appear in the text.

REFERENCE	REPLACE WITH
New Mexico State Highway Department Project Manager Chief Highway Administrator State Engineer	Sandoval County PWD County Project Manager Public Works Director County Public Works Director or their Authorized Representative
Department	County
District Highway Engineer	County
District Construction Engineer	County

The following SUPPLEMENTAL SPECIFICATIONS shall supplement the above specifications:

SUPPLEMENTAL SPECIFICATIONS INDEX

No Supplemental Specifications for the 2014 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction are in effect at this time.

SANDOVAL COUNTY

SECTION 15: COUNTY TECHNICAL PROVISIONS

CONTENTS

1. General
2. Submittals
3. Existing Utilities
4. Maintenance and Cleaning
5. Existing Walls or Fences
6. Final Acceptance of Work
7. Limits of Work
8. Grading of non-paved Areas
9. Construction Tasks
10. Survey Data

1. GENERAL

All work to be performed will comply with appropriate provisions of New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction as amended; (herein referred to as the Standard Specifications) unless otherwise noted; OR for utilities the City of Albuquerque Standard Specifications for Construction. Paving will comply with the City of Albuquerque Specifications unless a County-approved alternate submittal is provided for substitution of a functionally equivalent State paving mix design. In the case State paving is approved, the latest NMDOT Specifications shall apply.

2. SUBMITTALS

The Contractor will submit 1 original and 2 copies of all required submittals. Submittals will be made for the following items:

- 1) Concrete Mix Designs*
- 2) Asphalt Mix Designs*
- 3) Structural Steel Materials
- 4) Permanent signing, traffic signalization, and lighting items
- 5) Water and Sewer system pipe and appurtenances
- 6) Additional items as required

* If the proposed mix design is already on file with the Sandoval County Field Laboratory the Contractor need only submit a memorandum identifying the proposed design.

The Contractor will make submittals as early in the project as possible and in such a manner as to not cause a delay in the work. The County will be allowed two weeks for review unless reasonable justification can be made for additional time. Additional time required for review by other entities and a high level of complexity will be considered reasonable justifications for the purpose of this

specification. The additional time for these factors will be as agreed upon or mandated by other agreements and the Contractor must allow for this additional time when making the submittal. Any additional time or compensation for unjustified time beyond the two weeks must also be reasonable, justified, mutually agreed upon and approved by Change Order.

Fabrication will not be started until reviewed and approved submittals have been received by the Contractor.

Any and all variations from Contract Documents or substitutions must be specifically identified as such on the submittal by the Contractor. Any variations or substitutions not specifically noted on the submittal will not be considered as approved as part of the overall submittal approval. Approval of submittals shall not relieve the Contractor of any provisions of the Contract Documents or applicable laws or regulations. The Contract Documents can be amended only by Change Order.

Additional information, manufacturer's literature and submittals may be required at the discretion of the Project Manager.

3. EXISTING UTILITIES

It is the Contractor's responsibility to coordinate with the respective utility companies for existing line spot locations. Any broken lines resulting from the Contractor's construction efforts will be repaired by the Contractor. The cost incurred shall be borne by the construction project Contractor and no separate measurement for payment will be made and shall be considered incidental to the construction costs of the project.

The Contractor shall support and protect all exposed utilities which are in service during his construction activities. Neither separate measurement nor payment will be made and shall be considered incidental to the construction of the project.

4. MAINTENANCE AND CLEANING

The Contractor shall provide daily maintenance and cleaning of construction site. Diesel, oil and any other spills are to be cleaned up immediately before proceeding with construction, and shall be disposed of in a manner that meets the satisfaction of the Project Manager.

5. EXISTING WALLS OR FENCES

Any existing walls or fences damaged or removed by the Contractor during the construction activities shall be repaired or replaced by the Contractor to an equal or better condition at the Contractor's expense.

6. FINAL ACCEPTANCE OF WORK

Immediately prior to submission of the monthly pay estimates and upon completion of all currently completed work by the Contractor, an inspection of the work accomplished will be made and all quantities will be measured jointly

by the Contracting Agency or its agent and the Contractor subject the terms and conditions contained herein. Payment will be made based on actual quantities measured in place including any supporting documentation. Final acceptance of the project will be based on Engineer's certification of substantial compliance with plans and specifications and concurrence by the Contracting Agency.

7. LIMITS OF WORK

The Road Construction Project site locations, approximate lengths, and scope of work are, as follows:

_____ Defined in individual project estimates and or exhibits

8. GRADING OF NON-PAVED AREAS

The Contractor shall remove all trash, weeds, and debris from the road shoulders adjacent to the road, and perform other tasks as noted on the drawings.

9. CONSTRUCTION TASKS

The work associated with this Contract, located on the vicinity maps, will require the following tasks: Any and all bid items of any quantity on a per project basis.

A. All construction is as shown and outlined in the proposals schedule, specifications, estimates and general notes, if any.

10. SURVEY DATA

Where earthwork exceeds 10,000 cubic yards, the Contractor shall provide to Sandoval County survey data in a digitized form on 3½ " PC compatible diskette. Data shall be in one of the following formats: Pacsoft Coordinate file, ASCII point file with unique point numbers, AutoCAD drawing, or DXF file. The data files shall include point descriptors of all prominent features including, centerline, shoulder line, toe of slope, flowlines, inverts, transitions, profiles, structure locations, and any other information necessary to properly characterize the project and to generate areas and volumes as required for Contract payments. This Provision includes Pit Layout staking, paneling, and cross-sectioning of borrow pits and therefor supersedes Section 801.13 of the NMDOTSSHBC to that extent only. This specification will apply to earthwork related surveys only when the plan quantity of excavation or borrow exceeds 10,000 cubic yards. All survey work shall be done under the supervision of a New Mexico licensed surveyor. The Contractor shall certify that the data is correct and data entry, if required, has been checked for any input errors. This work shall be provided for all Contract items which involve Construction Staking to determine quantities required, directly or indirectly, for payment and completion. The County will be allowed to observe Construction Staking in progress and/or provide for independent verification of Construction Staking at the discretion of the County. Adjustment of quantities will be allowed based on the results of independent verification when used. This work shall be considered incidental to the Construction Staking Bid Item, when contained in the Contract Documents, otherwise this work shall be considered incidental to the completion of the

applicable Contract Bid Items which require Construction Staking. The County will absorb the cost of independent verification only if it is required due to neglect or misrepresentation of the part of the Contractor or their representative. The surveys may or may not be required to be tied to an established coordinate system.

SECTION 16: APPENDICES

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

INVITATION TO BID

2018 PAVING PRICE AGREEMENT
RFP# FY18-SCPW-02

ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Invitation to Bid the undersigned agrees that s/he has received a complete copy, beginning with the title page and ending with APPENDIX E.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than **December 5, 2017** by 5:00 pm (Mountain Standard Time). Only potential Bidders who elect to return this form completed with the indicated intention of submitting a bid will receive copies of all Bidders written questions and the written responses to those questions as well as ITB amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

Firm does/does not (circle one) intend to respond to this Invitation to Proposal.

Trish Greene, Senior Procurement Specialist
Sandoval County
1500 Idalia Road Bldg. D, PO Box 40
Bernalillo, NM 87004
Fax: 505-867-7605
E-mail: tgreene@sandovalcountynm.gov

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Campaign Contribution Disclosure Form

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

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

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

The following definitions apply:

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

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal

expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By:

Relation to Prospective Contractor:

Name of Applicable Public Official: _____

Date Contribution(s) Made:

Amount(s) of Contribution(s)

Nature of Contribution(s)

Purpose of Contribution(s)

(Attach extra pages if necessary)

Signature

Date

Title (position)

—OR—

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

Signature

Date

Title (Position)

APPENDIX C

LETTER OF TRANSMITTAL FORM

APPENDIX C
Letter of Transmittal Form

RFP#: _____
Offeror Name: _____ **FED ID#** _____

Items #1 to #7 EACH MUST BE COMPLETED IN FULL

1. **Identity (Name) and Mailing Address** of the submitting organization:

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name _____
Title _____
E-Mail Address _____
Telephone Number _____

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name _____
Title _____
E-Mail Address _____
Telephone Number _____

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name _____
Title _____
E-Mail Address _____
Telephone Number _____

5. Use of Sub-Contractors (Select one)

____ No sub-contractors will be used in the performance of any resultant contract OR
____ The following sub-contractors will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

(Attach extra sheets, as needed)

7. ____ On behalf of the submitting organization named in item #1, above, I accept the Conditions

Governing the Procurement

____ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

____ I acknowledge receipt of any and all amendments to this RFP.

_____, 2017
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

APPENDIX D

RESIDENT VETERAN'S CERTIFICATION

New Mexico Preference Resident Veterans Certification

Reminder, a copy of Resident Veterans Preference Certificate MUST be submitted with the proposal in order to ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended).

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

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference 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 NMSA 1978, § 13-1-21 or 13-1-22, when 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 for the Business. The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or termination of award of the procurement involved if the statements are proven to be incorrect.

APPENDIX E
CONFLICT OF INTEREST AFFIDAVIT

APPENDIX E

CONFLICT OF INTEREST AFFIDAVIT

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANDOVAL)

I, _____ (name), being first duly sworn upon my oath, depose and state the following:

I am a former employee of _____ (name of Department/Agency), having separated/retired from state employment as of _____ (date).

I am a current employee of _____ (name of Department/Agency), or a legislator with the state, or the family member (spouse, parent, child, sibling by consanguinity or affinity) of a current employee or legislator with the state. Being a current employee or legislator or family member of a current employee or legislator of the state, I hereby certify that I obtained this Agreement pursuant to Sections 10-16-7 or 10-16-9 NMSA 1978, that is, in accordance with the Procurement Code except that this Agreement has NOT been awarded via the sole source or small purchase procurement methods.

The Department/Agency and I have entered into an agreement in the amount of \$_____.

Section 10-16-8.A(1) NMSA 1978 of the Governmental Conduct Act does not apply to this Agreement because I neither sought a contract with the Department/Agency, nor engaged in any official act which directly resulted in the formation of the Professional Services Agreement while an employee of the Department/Agency.

To the best of my knowledge, this Agreement was awarded in compliance with all relevant provisions of the New Mexico Procurement Code (13-1-28, et. seq., NMSA 1978).

FURTHER, AFFIANT SAYETH NOT.

NAME

Subscribed and sworn to before me by _____ (name of former employee) this ____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires:

Terms of the Conflict of Interest Affidavit are inapplicable.