

INCORPORATED COUNTY OF LOS ALAMOS

INVITATION FOR BIDS



LOS ALAMOS

where discoveries are made

BARRANCA MESA 3 SUBDIVISION ROADWAY IMPROVEMENTS PROJECT

BID NO. IFB 21-10

Advertised on June 25, 2020

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1.0 BIDDING PHASE

1.1 Invitation to Bid

The Incorporated County of Los Alamos (“County”) reserves the right, in its sole discretion, to accept any bid and to reject any or all bids.

Bids are invited from all responsible bidders. Bidders are informed that this project is partially funded with New Mexico Department of Transportation funds. This project is a joint and coordinated effort for which the New Mexico Department of Transportation and the County of Los Alamos each have authority and jurisdiction. Specific Terms, Conditions, and/or requirements of Bidders and/or the Awardee may be applicable to this project.

Bid documents for this project may be obtained by contacting the Office of Purchasing Agent at:

Alicia Garcia, Senior Buyer
Los Alamos County, Procurement Division
101 Camino Entrada, Building 3
Los Alamos, New Mexico 87544
505-662-8052
Alicia.garcia@lacnm.us

Copies of Bid Documents and Addenda will be made available for review wherever Solicitation Documents are on file for that purpose. Hard copies may be made available provided advance payment is made to the Office of the Purchasing Agent. Bid details can be found on the County website under “Doing Business” and “Bids & RFPS”.

1. **ELECTRONIC SUBMISSION:** Emails should be addressed to: lacbid@lacnm.us. Subject line must contain the following information: **RESPONSE – IFB 21-10 Barranca Mesa 3 Subdivision Roadway Improvements Project.**

It is strongly recommended that a second, follow up email (without the Bid included or attached) be sent to confirm the Bid was received.

The body of the email must contain enough information for the identity of the Bidder to be clear, including company name, name of person sending the email, and contact information including email address and phone number.

Only emails with Bids received in the lacbid@lacnm.us email box prior to **2:00 p.m. Mountain Time, July 14, 2020** will be reviewed.

Bids submitted by email will be opened only after the closing date and time stated in the solicitation document.

2. **PAPER FORM SUBMISSION:** Sealed bids, submit **one (1) unbound original and one (1) copy**, subject to the conditions set forth in the Instructions to Bidders and in the other Solicitation Documents, will be received at the office of the **Los Alamos County Purchasing Agent, 101 Camino Entrada, Building 3, Los Alamos, New Mexico, until 2:00 p.m. MT, July 14, 2020 and then publicly opened for the following project:**

**Incorporated County of Los Alamos
Bid Number: IFB 21-10
Barranca Mesa 3 Subdivision Roadway Improvements Project**

Bid security in the amount of five percent (5%) of the bid must accompany the bid. Such cash, certified checks or bid bonds will be returned to all except the three finalist bidders within three days after the opening of bids. The remaining cash, checks and bid bonds will be returned promptly after the County and the accepted Bidder have executed the contract, or if no award has been made within sixty (60) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as Bidder has not been notified of the acceptance of Bidder's bid. In submitting their Bid Bond, it is not mandatory that Bidders use the Bid Bond form provided in the packet. The County strongly encourages all Contractors to use this form, but if the Contractor elects not to use it, the Bid Bond must be submitted on a form acceptable in the construction industry and approved by the County Project Manager in advance of the bid due date.

**A Non-Mandatory Pre-Bid Conference will be held by phone on July 7, 2020 at 10:00 AM,
A. Phone: 1-877-820-7831, Passcode: 771422.**

This conference is held to answer questions from the prospective bidders as well as familiarize bidders with the project. Questions regarding the meaning of plans, specifications or other documents related to the project should be submitted in writing prior to the pre-bid conference.

The County will preside at the pre-bid conference and provide for the recording and distribution of minutes. The pre-bid conference will include, but not be limited to the following:

1. Discussion of schedule for procurement, progress, values for progress payments and submittals.
2. Critical work sequencing and priorities.
3. Use of construction site premises, storage areas, office areas, security, cleaning and County's needs.
4. Transmittal, review and distribution of submittals.
5. Field decision process.
6. Maintain record documents.
7. Public Information.

Questions shall be addressed to:

Chris Sanchez, Project Manager
Public Works Department
1000 Central Ave, Suite 160
Los Alamos, New Mexico 87544
505-662-8117
Chris.sanchez@lacnm.us

Barranca Mesa 3 Subdivision Roadway Improvements Project – IFB 21-10

Any questions must be received in writing at least six (6) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any addendum or interpretation shall not relieve such bidder from any obligation under its bid as submitted. All addenda so issued shall become part of the solicitation documents.

The County reserves the right to issue addenda to the solicitation documents including construction specifications and plans during the advertising period as provided in the solicitation documents. Bidders are responsible for determining if any addenda have been issued. The terms, bid and solicitation are interchangeable. Also, the terms of the contract and agreement are interchangeable.

Questions regarding these bid documents may be addressed to: Procurement Division:

Alicia Garcia, Senior Buyer

Los Alamos County, Procurement Division

101 Camino Entrada, Building 3

Los Alamos, New Mexico 87544

505-662-8052

Alicia.garcia@lacnm.us

1.2 Summary of Work

**Incorporated County of Los Alamos
Bid Number: IFB 21-10
Barranca Mesa 3 Subdivision Roadway Improvements Project**

This project is issued by and under the control of The Incorporated County of Los Alamos. The project is managed by the Public Works Department. The location of the project is in the County of Los Alamos, New Mexico.

The summary of work is as follows, but is not limited to:

Roadway Pavement Preservation:

Camino Encantado (Barranca Rd. to cul-de-sac) (approx. 2,957 feet)

Turquoise St. (Camino Encantado to cul-de-sac) (approx. 259 feet)

Kachina St. (Camino Encantado to cul-de-sac) (approx. 576 feet)

Encino St. (Camino Encantado to cul-de-sac) (approx. 176 feet)

Obsidian St. (Camino Encantado to Camino Encantado) (approx. 964 feet)

Tecolote St. (Camino Encantado to cul-de-sac) (approx. 275 feet)

Escondido St. (Camino Encantado to cul-de-sac) (approx. 218 feet)

Project Scope: Roadway infrastructure improvements which include removal of existing asphalt surface and base material. Re-compaction of subgrade and base material and installation of new asphalt surface on Camino Encantado. For the six side streets (Turquoise, Kachina, Encino, Obsidian, Tecolote, and Escondido) Processing, Placing & Compacting existing pavement and installation of new asphalt surface. Reconstruction of driveways, sidewalks, curb ramps, fillet, and valley gutters will be completed on an as needed basis.

Project Dates (Start and Substantial Completion) are as follows:

- A. Project to begin on or before August 15, 2020
- B. Substantial Completion –October 30, 2020
- C. Project Final Completion – November 6, 2020

Liquidated Damages will be applied to this contract per the current edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction section 108, table 108.8:1 Schedule of Liquidated Damages.

*Note: The Contractor shall be aware that during the project, the school season will be in session, therefore accommodations will need to be in place for the bus route stops and school children using the sidewalks during the pickup and drop off times. Contractor shall be responsible for establishing alternative pedestrian access routes as part of his traffic control plan and associated devices. Nonetheless, work on any sidewalk segments shall require a pedestrian traffic control plan using the appropriate traffic control devices and pedestrian detours while ADA ramps and/or sidewalks are under construction.

The determined dates are based on reducing the impact to residents who depend on on-street parking and access to driveways.

This Project is a mandatory completion date project therefore the County **will not grant any additional calendar days for adverse weather days**. The Contractor is to factor in any anticipated adverse weather days into their schedule. It is encouraged by the County that the Contractor take advantage of all calendar days in the contract to meet their schedule and the mandatory completion date, which includes, but are not limited to holidays and weekends.

Traffic Management

All traffic control plans submitted for approval to Los Alamos County should follow the 2019 NMDOT Standard Specifications for Highway and Bridge Construction. County Noise Ordinance does not allow for work between 9:00pm and 7:00am, a waiver can be requested from the County Manager for night operations.

Pedestrian traffic must be maintained throughout the project and any pedestrian detours must be ADA compliant.

The contractor will be required to coordinate working hours concerning events within Los Alamos County during the time of construction.

Work Hours: 8:00 am to 5:0 pm

1.3 Requirements for Bidders

Bids must be made with the understanding and in accordance with these conditions for bidders:

1.3.1 Bid Evaluation Criteria

Bid acceptance and bid evaluation. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this article. Bids shall be evaluated based on the requirements set forth in the IFB, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total of life cycle costs. The IFB shall set forth the evaluation criteria to be used. Only criteria that are set forth in the IFB may be used in bid evaluation. Interviews are to be used only for the purpose of clarification. The final evaluation results shall be forwarded to the purchasing agent.

The evaluation criteria for this Bid are:

1. Price
2. Accurate Submission of required Bid documents

The County may make such investigations as deemed necessary to determine the ability of the Bidder, and any prospective Subcontractor of the Bidder, to perform the work, and

the bidder shall furnish to the County all such information and data for this purpose as the County may reasonably request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the Contract and to timely complete the work contemplated herein. Conditional bids may not be accepted in the sole discretion of the County.

County may take into consideration the following: inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose, discounts, transportation cost and total of life cycle costs.

1.3.2 Required Bid Response Documents

The Bidder shall submit one (1) unbound original of all required bid response documents as described below. The Bidder shall prepare and transmit all documents in accordance with the following:

The bid will not be considered if the Bidder fails to clearly mark the outside of the bid package with the information outlined below. Bid packages will remain unopened and will be returned if the outside of the bid package is not clearly marked with the following information:

1. Name, Mailing and Physical Addresses of Bidder
2. Contractor License Number and CID Classification
3. Incorporated County of Los Alamos
4. Barranca Mesa 3 Subdivision Roadway Improvements Project
5. IFB 21-10

1.3.3 The Bidder's Bid Response Documents

The following documents must be completed and included in this preferred order:

1. Copy of Bidder's State of New Mexico Contractor's License(s) with proper classifications
2. Bid Form (Section 1.5.1)
3. List of Subcontractor (Section 1.5.2).
4. Bid Bond (Section 1.5.3)
5. Campaign Contribution Form (Section 1.5.4)
6. Certification – Debarment, Suspension, and other Responsibility Matters (Section 1.5.5)
7. Permanent Main Office Address of Company (Section 1.5.6) – Note requirement to provide a certificate of good standing from the Public Regulation Commission if incorporated.
8. Authorization for Verification of Information (Section 1.5.7)
9. Labor Enforcement Fund (Section 1.5.8) for all projects of \$60,000 or more.

The County may consider a bid to be non-responsive or non-responsible if the Contractor fails to include any of the items described in items 1 through 10.

1.3.4 Liquidated Damages for Failure to Enter into Contract

The successful Bidder, upon failure or refusal to execute and deliver the Contract and required Bonds within ten (10) calendar days after Bidder has received the Notice of Award, shall forfeit the Bidder's Bond to the County, as liquidated damages for such failure or refusal, the bid security deposited with Bidder's bid.

1.3.5 Conditions of Work

Each bidder must inform itself fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of its obligation to furnish all material and labor necessary to carry out the provisions of the Contract. Insofar as possible, the Contractor in carrying out the Work must employ such methods or means as will not cause any interruption of, or interference with the Work of any other Contractor, or the daily operations of County offices. The Work in this Contract will be carried out during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday unless otherwise approved by the County. Noise Ordinance Waivers are required for work occurring between the hours 9:00 p.m. and 7:00 a.m. The Contractor shall submit a work schedule at the preconstruction meeting for County review and approval.

1.3.6 Addenda and Requests for Interpretation

- A. No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally and bidders understand that no oral interpretation once made may be relied upon. Every request for such interpretation shall be in writing addressed to the Project Manager. Requests for interpretation must be received six (6) days prior by 5:00 p.m. to the date fixed for the opening of bids. Failure of any bidder to acknowledge all addenda on the Addendum Acknowledgement Form shall not relieve such bidder from any obligation under its bid as submitted and may render the bidder non-responsive. Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall specifically acknowledge their receipt in the bid. All addenda so issued shall become part of the Contract documents.
- B. Addenda will be e-mailed to all who are known by the County to have requested Bid Documents.
- C. No Addenda will be issued later than four (4) working days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

1.3.7 Power of Attorney

Attorneys-in-Fact who sign any required bonds must file with each bond a certified properly executed and dated copy of their power of attorney.

1.3.8 Obligation of Bidder

Complete sets of Solicitation Documents must be used in preparing Bids; neither the County nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Solicitation Documents.

The Submission of a bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the Bid, which without exception the Bid is premised upon performing and furnishing the Work required by the Solicitation Documents. The bidder will be required to establish to the satisfaction of the County the qualifications and capability of the persons proposed to furnish and perform the Work described in the Solicitation documents. Contractor, by signing the Bid also acknowledges that the Contract Time is reasonable for the weather and climactic conditions.

Prior to the award of the Contract, the County will notify the bidder in writing if the County after due investigation has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid, or (2) submit a substitute person or entity acceptable to the County with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost, if any, occasioned by such substitution. The County may accept the adjusted bid price. In the case that the adjusted price makes them no longer the low bidder, County reserves the right to award to the subsequent low bidder. In the event of withdrawal, bid security will not be forfeited. Persons proposed by the Bidder and to whom the County has made no reasonable objection must be used to perform the Work for which they were proposed and shall not be changed except with the prior written consent of the County.

1.3.9 Safety Standards and Accident Prevention

With respect to all work performed under this contract, the Bidder shall:

- A. Comply with the standard provisions of the most current versions of all applicable laws, rules and regulations that apply to the work contracted for.
- B. Provide a Safety Management Plan to the County after award acceptable to the Project Manager (see Section 3).

1.3.10 Bids to Remain Subject to Acceptance

All bids will remain subject to acceptance for sixty (60) calendar days after the day of the Bid Opening. The County may, at its sole discretion, release any Bid and return that Bidder's Bid Security prior to that date. County may request an extension, agreeable to both the Bidder and County.

1.3.11 Withdrawal of Bids

Bidder may withdraw its bid by written notice and received by Purchasing Agent prior to bid opening.

After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interests of the County or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if: (1) The mistake is clearly evident on the face of the bid document; or (2) The Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made.

1.3.12 Acceptance or Rejection of Bids

The County reserves the right to accept any bid, reject any or all bids without cause, to waive any or all technicalities in any Bid in the interest of the County and the right to reject all non-conforming, non-responsive or conditional Bids.

1.3.13 Award

The Contract shall be awarded with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the IFB.

1.3.14 Registration of Contractors and Subcontractor

Any bidder that submits a bid valued at more than the dollar amount required by the New Mexico Public Works Minimum Wage Act [13-4-11 through 13-4-17 NMSA 1978] and the New Mexico Subcontractor Fair Practice Act [13-4-31 through 13-4-43] for a public works project shall be registered with the labor and industrial division of the labor department. County will not accept bids for a public works project subject to the New Mexico Public Works Minimum Wage Act from the Contractor that does not provide proof of required registration for itself and its Subcontractor.

1.3.15 Procurement Preferences

State and local preferences apply to construction projects.

Preference factor: Preferences in purchasing by formal bid, or request for proposals or qualifications shall be in accordance with New Mexico Statutes, Section 13-1-21 NMSA 1978 et. al. and County Code of Ordinances 31-261. Offeror must provide a copy of State-issued preference certificate if requesting a preference.

1.4 Notices to Contractors

1.4.1 Applicable Law

Work shall be performed in accordance with applicable federal, state and local laws (Los Alamos County Code of Ordinances, Section 31.2 Procurement Code).

1.4.2 Gross Receipts Tax

All bids submitted are to exclude the applicable gross receipts taxes. County will pay the applicable taxes to the Contractor including any increase in the applicable taxes becoming effective after the execution date of the contract. The applicable gross receipts taxes will be shown as a separate amount on each payment application made under the contract. The Contractor is responsible for payment to the State of New Mexico for all gross receipts' taxes collected.

1.4.3 Work Conditions

This contract will be performed in and adjacent to Los Alamos County for the contract duration specified in the Contract. The Contractor shall be aware of the conditions that may normally exist within the project area during performance of the work. Those conditions may include but are not limited to:

- Extended freezing temperatures,
- Intense rainfall events,
- Snowfall and snow accumulation,
- Limited direct sunlight.

Delays due to normal weather conditions are not eligible for time extensions and/or additional compensation. Contractor is required to protect their work and the project from normal weather events. Unusual weather-related time extensions may be awarded by the County pursuant to an approved change order at the County's sole discretion.

1.4.4 Public Information

The Contractor is required to be an active participant in the execution of the Public Information and Involvement Plan (PIIP) to be developed by the County. County retains edit and approval rights to any documents being released to the public and requires two (2) working days' advance notice to allow for said edit/approval. Contractor will perform/assist the County in successfully implementing PIIP activities that may include, but not be limited to:

- A. Weekly updates by Wednesday noon of traffic control expected on this project for the following week;
- B. Placement of door hangers 48 hours prior to any Utilities service disconnections (gas, water, and electric);
- C. Five (5) working days' advance notification to Project Manager regarding impacts to school or transit bus stops and safe routes to schools;
- D. Inform businesses and residents 7 workdays prior to direct impacts during construction.

- E. County policy is to advertise in the local newspaper in advance of posting traffic control signs or barricades. The Contractor will submit information concerning posting of traffic control signs and barricades at least five (5) working days in advance to the Owner.

1.4.5 Bid Bond

In submitting their Bid Bond, it is not mandatory that Bidders use the Bid Bond form provided in the packet. The Owner strongly encourages all Contractors to use this form, but if the Contractor elects not to use it, the Bid Bond must be submitted on a form acceptable in the construction industry and approved by the Owner's Project Manager in advance of the bid due date.

1.4.6 NMDOT Standard Specifications

The New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, 2019 Edition shall govern construction of this Project except as Modified in the Special Provisions, and Supplemental Technical Specifications. These specifications do not apply to utility work which, in most cases, occurs beneath the road prism.

1.4.7 Technical Specifications

The Technical Specifications included in of this Invitation for Bids shall supersede any and all provisions in the Standard Specifications related to utility work. All estimated utilities quantities for unit price items stipulated in the bid schedule are approximate and are to be used only (a) as a basis for estimating the probable cost of the work and (b) for the purpose of comparing the bids submitted for the work. The actual amounts of the work done, and materials furnished under unit price items may differ from the estimated quantities. The basis of payment for work and materials will be the actual amount of work done and materials furnished at the unit price bid.

1.4.8 Abandoned Utilities

Los Alamos and the Project Location may have utilities and structures that have been abandoned in place. These abandoned utilities are not owned or operated by the previous owner of the utilities. They cannot be located and do not appear on the Plans. The Contractor upon uncovering an abandoned utility that may be in conflict with construction and or utility installation must request verification that the utility is in actual fact abandoned. If the line or conduit is verified as abandoned, the Contractor has the choice of working around it or cutting, removing and capping its ends. No additional payment or time will be granted for the removal of abandoned utilities or working around abandoned utilities. Some of the abandoned utilities could be transite asbestos pipe or conduit. If removal of the transite material is required no additional payment or time will be granted for the proper removal and disposal per the appropriate local, State and federal regulations.

1.4.9 Permits, CPM Schedule, and Roadway Material Submittals

Permits, CPM Schedule, and roadway materials submittals having significant lead time for delivery shall be received by the Project Manager **within 7 days** following the Notice of Award issued to the Contractor. Permits include Traffic Impedance Permit with traffic control plan and

Storm Water Pollution Protection Plan SWPPP (SWPPP modified from template provided in plans). A sample list of Materials Submittals is attached (attachments can be found in Section 3.3). The Contractor is responsible for determining which materials require significant lead time that would affect the critical path of the project schedule.

The County will not allow additional contract time as a result of late delivery of materials to the project site as well as additional time to approve re-submitted traffic control plans, SWPPP plans, Certifications essential to the work to be performed, and CPM schedules that did not meet County requirements.

1.4.10 Permits

Traffic Permit for Road Closures and Traffic Impedance is required for this project. Also, if more than one acre of soil disturbance occurs, **which is not anticipated**, the Contractor is required to submit the Notice of Intent (NOI) as an “Operator” of the SWPPP. The Contractor is required to submit the NOI on-line at the site identified in the Special Provision for 603-Temporary Erosion and Sediment Control, Exhibit A, section 1.2.1.4 once the SWPPP template has been modified to meet the needs of the work and once it has been approved by the County Project Manager. Note that as of February 16, 2012 the NOI form has been reformatted with a new date but maintaining the previous assigned Permit number. Permit number **NMR100000** is assigned to the Area of Coverage (where EPA is the Permitting Authority) for the State of New Mexico, except Indian Country.

The Contractor will be required to complete these permits and notice prior to construction. The Contractor is notified that there is a mandatory 14-day acknowledgment/waiting period for the NOI to take affect before ground disturbance activities occur. Therefore, the timely submittal of the SWPPP after Contract Award is Critical to the start of construction. The County is not responsible, nor will it not adjust the Contract time for the late deliverable of these submittals and those identified in the Contract document.

1.4.11 Geotechnical Investigation Report

Included as Attachment 1 in Section 3.3.

1.4.12 Disposal of Excess Material

Excess material will be generated from the project. All excess material generated from the project is the property of the Contractor and it is the responsibility of the Contractor to dispose of the material. Los Alamos County has no areas for stockpiling of the material therefore the Contractor is to haul off site to a designated location of their choice. Disposal and hauling of the material out of Los Alamos County is incidental to the work and no additional payment will be made by the County.

1.4.13 Storm Water Control

The Work under this contract will occur in existing drainage ways and roadways with active drainage systems. The Contractor shall always be responsible for protecting all materials, and work being performed from damage due to storm water runoff at no additional cost to the County.

Dewatering operations required under any circumstance (e.g. including but not limited to flooding resulting from months when recorded rainfall/precipitation is higher than normal/average, and/or flooding resulting from nonfunctional storm drain systems during construction, and/or unprotected open trenches), are incidental to the cost of the work being performed and shall be at no additional cost to the County.

1.4.14 Field Offices

The Contractor, at his expense, is responsible for providing his own field office and/or Caretaker unit under the terms of the Staging Agreement. The County will arrange a meeting place or conference room to conduct weekly meetings.

The Contractor may provide a caretaker unit to serve as a field office at no additional cost to the County; Contractor shall provide a locked storage container for (1)-nuclear densometer which will be used by his qualified testing laboratory designee unless other appropriate accommodations are to be provided. If a nuclear densometer is to be stored on site, the local Fire Marshall shall be informed of its location with the appropriate signage.

1.4.15 Security

The Contractor shall provide security for all Contractor's equipment, materials, supplies, offices, temporary utilities, etc. The County is not responsible for theft and/or damage of Contractor's equipment, materials, supplies, offices, vehicles, or work in progress.

1.4.16 Maintenance during Construction

The Contractor shall assume the responsibilities of maintenance within the project envelope. Work includes but is not limited to sweeping, pothole patching, providing a suitable concrete washout location, and providing smooth pavement transitions.

Sweeping- a suitable street sweeper shall be required for this project to minimize displacement of dirt and other debris. The sweeper shall have an operational/working water storage tank, shield and drip system as to minimize dust displacement. If such sweeping equipment is ineffective (i.e. Complaints persist due to poor sweeping operations), the Contractor shall use a sweeper with wet vacuum capabilities at no expense to the County.

The Contractor shall sweep all streets that exhibit mud-tracking that originates from the work zone and/or its staging areas. Failure to maintain a clean workspace that contributes to storm water pollution can result in penalties in the form of liquidated damages as identified in Part 6 of the Master Construction Specification Package for Storm Water Management on Construction Sites document, Special Provisions Section 603.

1.4.17 Preconstruction Walk-Through

Representatives from the Contractor, Owner, and Engineer shall perform a walk-through inspection at a minimum of seven (7) calendar days prior to construction of the Project. The preconstruction walk-through will be performed to discuss/verify the following activities:

1. Construction Staking

2. Location of existing property survey pins
3. Location of all existing utilities
4. Verify all driveway locations
5. Verify new water meter location
6. Verify all existing electric meter locations
7. Review traffic control plan and procedures
8. Walk entire Project Limits
9. SWPPP procedures and BMP placements
10. Staging area locations and usage
11. Identify safe routes to schools and respective maintenance procedures
12. Update Cone Zone report (local newspaper traffic notice)

Prior to the walk-through, the Contractor shall perform ample construction staking for an effective coordination of construction, including the locations of all existing utilities. The Contractor shall budget a minimum of eight (8) hours for the preconstruction walk-through. The preconstruction walk-through will be considered incidental to the completion of the work and no separate measurement or direct payment will be made, therefore.

1.4.18 Cast Iron Truncated Domes – ADA Detectable Warning Surfaces

Contractor shall be responsible for providing all detectable warning Surfaces on the project. All ADA curb ramps shall be constructed with an area of 5'x2' for the devices and all devices shall be cast iron. The detectable warning surfaces shall have 2-2'x2' and 1-1'x2' iron plates and be in compliance with all NMDOT and federal regulations. Cast iron truncated domes are incidental to the Curb Ramps, Item No. 608009 and Item No. 608011.

1.4.19 Pre-paving and Permanent Signing & Striping Placement Meetings

Prior to the respective work, the Contractor is required to coordinate a pre-paving, striping, and a permanent signing placement (if applicable to the project) meeting.

The purposes of such meetings include but are not limited to the following:

Pre-paving- Verify the mix designs being used, paving schedules, Contractor to provide a paving operations QC plan, identify shake-down period, lot determination, joint placement locations with respect to striping placement, discuss Asphalt Price Adjustment/Composite Pay Factor determination procedures applied the lots determined, hauling restrictions, and weather & field condition limitations.

Striping- Verify all striping is per plans and per Los Alamos County Traffic & Streets Division

specifications. Prior to the layout of the striping the pre-striping meeting will be conducted so if any field adjustments are necessary or anticipated the changes can be made ahead of the operation. This will include pavement striping, curb paint, and traffic symbol placement.

Permanent Signing Placement - Ensure that One-call verification prior to sign placement is done. It is anticipated that minor field adjustments will occur during permanent signing placement operations as determined by Los Alamos County Traffic Division.

Note all operations shall have an approved traffic control plan which requires lead time as determined by the Los Alamos County Traffic & Streets Division. All operations shall be included into the 2-week schedule if it will be required to notify the public and/or provide on the traffic message boards.

1.4.20 Special Project Accommodations

Project area may have residents that require medical assistance therefore the Contractor is always to provide access to residents and emergency vehicles.

County Solid Waste and Recycle services are once a week (**Barranca Mesa 3 Subdivision-Monday's**); the Contractor shall assist in making roll-off carts accessible for curb side service. The Contractor and Project Manager shall coordinate these activities with Environmental Services Department, 662-8163.

Contractor shall allow for pedestrian access during school pick up and drop off times.

1.5 Bid Forms

This Bid Submitted to:

**Incorporated County of Los Alamos
Bid Number: IFB 21-10
Barranca Mesa 3 Subdivision Roadway Improvements Project**

- A. The undersigned Bidder proposes and agrees, if this Bid is accepted; to enter into an agreement with County in the form included in the solicitation documents; to perform and furnish all work as specified or indicated in the solicitation documents for the contract price; and within the contract time indicated in this bid; and in accordance with all of the other terms and conditions of the solicitation documents.
- B. Bidder accepts all the terms and conditions of the solicitation and Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty (60) calendar days after the day of the Bid opening. Bidder will sign and submit the Agreement and the Performance, Labor and Material Bonds, Certificate of Insurance and all other documents required by the Solicitation Requirements within ten (10) calendar days after receipt of the County's Notice of Award.
- C. Notice to Proceed shall be issued no later than twenty-eight (28) calendar days from Notice of Award.
- D. Bidder shall promptly provide written notice to the County of any conflicts, errors, or discrepancies discovered in the solicitation documents.
- E. Bidder represents this Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm or corporation to refrain from bidding, and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over County.
- F. By submitting the bid, each bidder represents to the County that it has inspected the site, is familiar with local conditions that may affect cost, progress, performance or furnishing of the work, has considered federal, state, and local laws and regulations that may affect cost, progress, performance, or furnishing of the Work and has read and is thoroughly familiar with the technical specifications and plans and the Solicitation and Contract document (including all addenda). The failure or omission of any such bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to its bid.
- G. Bidder represents that a complete set of Solicitation Documents was used in preparing the Bid and acknowledges that the County assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Solicitation Documents.
- H. Bidder represents that the submission of this bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of the Bid, that without exception the Bid premised upon performing and furnishing the Work required by the Solicitation Documents and such means, methods, techniques, sequences or procedures of

construction as may be indicated in or required by the Solicitation Documents, and that the Solicitation Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

- I. The Solicitation Documents are intended to describe a functionally complete project to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically required. When words or phrases which have a well-known technical or construction industry or trade meanings are used to describe work, materials or equipment, such words or phrases shall be interpreted in accordance with those meanings. Clarifications and interpretations of the Technical Specifications and Contract Drawings shall be issued by the County.
- J. The quantities appearing in the Bid Schedule, Plans, or other contract documents are approximate only and are prepared for the comparison of bids. Payment to the Contractor will be made only and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of Work performed and accepted, or materials furnished in accordance with the contract.
- K. The County reserves the right to obtain a cost breakdown of specific Unit Bid items having lump sum (LS) units of measure during the review process.

1.5.1 Bid Form

Bidder agrees to perform the work for the following prices:

The TOTAL amounts of the below bid (excluding NM GRT) shall be shown in both words and figures. In case of discrepancies, the amount shown in words will govern.

ROADWAY BASE BID:

The Bidder agrees to perform all the work described as the Base Bid in the Solicitation Documents for an amount determined as follows:

ITEM NO.	ITEM DESCRIPTION	UNITS	EST. QUANTITY	UNIT BID PRICE IN DOLLARS AND CENTS	AMOUNT BID TOTAL IN DOLLARS AND CENTS
201000	CLEARING AND GRUBBING	LS	1		
203000	UNCLASSIFIED EXCAVATION	CU.YD.	1,025		
203211	UNSTABLE SUBGRADE STABILIZATION	CU.YD.	224		
207000	SUBGRADE PREPERATION	CU.YD.	9302		
302000	PROC PLACING & COMPACT EXT PVMNT	SQ.YD.	8,414		
303140	BASE COURSE 4"	SQ.YD.	9,302		
407000	ASPHALT MATERIAL FOR TACK COAT	TON	1		
408100	PRIME COAT MATERIAL	TON	3		
423270	HMA (SP-IV) COMPLETE	SQ.YD.	17,716		
601000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1		
601110	REMOVAL OF SURFACING	SQ.YD.	9,302		
603200	COMPOST SOCKS	LIN.FT.	110		

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603270	SWPPP PLAN PREPARATION ALLOWANCE	ALLOW	1		
603280	SWPPP MANAGEMENT	L.S.	1		
603900	MANHOLE ADJUSTMENTS	EACH	19		
608004	CONCRETE SIDEWALK 4"	SQ.YD.	24		
608106	DRIVEPAD 6"	SQ.YD.	43		
609324	CONCRETE CURB AND GUTTER 6' X 24"	LIN.FT	40		
609424	CONCRETE VALLEY GUTTER 6" X 48"	SQ.YD.	40		
609706	CONCRETE LAYDOWN CURB 6"	LIN.FT.	96		
617000	VIBRATION MONITORING	L.S.	1		
617003	VIDEO TAPING	L.S.	1		
618000	TRAFFIC CONTROL MANAGEMENT	L.S.	1		
621000	MOBILIZATION	L.S.	1		
702810	TRAFFIC CONTROL DEVICES FOR CONSTRUCTION	L.S.	1		
801000	CONSTRUCTION STAKING BY CONTRACTOR	L.S.	1		
901000	CONTRACTOR PROCESS QUALITY CONTROL	L.S.	1		

Barranca Mesa 3 Subdivision Roadway Improvements Project – IFB 21-10

TOTAL ROADWAY BASE BID	\$
-------------------------------	-----------

Total Roadway Bid Amount written in words:

_____ Dollars

BID ALTERNATIVE 1 BASE BID:

The Bidder agrees to perform all the work described as the Bid Alternative Base Bid in the Solicitation Documents for an amount determined as follows:

ITEM NO.	ITEM DESCRIPTION	UNITS	EST. QUANTITY	UNIT BID PRICE IN DOLLARS AND CENTS	AMOUNT BID TOTAL IN DOLLARS AND CENTS

TOTAL BID ALTERNATIVE 1 BASE BID	\$
-----------------------------------------	-----------

Total Bid Alternative 1 Base Bid Amount written in words:

_____ Dollars

Note: The bid amount shall exclude state gross receipts tax or local option tax, but shall include all other costs of doing business, including but not limited to bonds, insurance and profit. The Incorporated County of Los Alamos is required to pay the applicable tax including any increase in the applicable tax becoming effective after the date the contract is entered into. The applicable gross receipts tax or local option tax shall be shown as a separate amount on each billing or request for payment under contract. The Incorporated County of Los Alamos reserves the right to reduce or add quantities.

I the undersigned have reviewed the Summary of Work and certify that the following licenses are required to fully perform the Summary of Work and that I as the General Contractor and/or Subcontractors to be employed under this contract possess such New Mexico Contractor's License Number(s) and Classification(s):

Contractor	License Number(s)	Classification(s)

Signature of Agent authorized to sign on behalf of Bidder

Printed Name & Title of Agent

Organization's Legal Name

Mailing Address

Physical Address

City, State, Zip Code

Telephone Number

Fax Number

Federal Tax I.D Number

NM CRS # (if located in-state)

N.M. Preference Certification (attach copy)

Los Alamos County Business License Number: (Required to perform work in the County)

NOTE: The bid amount shall exclude state gross receipts tax or local option tax, but shall include all other costs of doing business, including but not limited to bonds, insurance, and profit. The Incorporated County of Los Alamos is required to pay the applicable tax including any increase in the applicable gross receipts tax or local option tax shall be shown as a separate amount on each billing or request for payment under the contract. The Incorporated County of Los Alamos reserves the right to reduce or add quantities.

NON-DISCRIMINATION POLICY: This Company does not discriminate on the basis of color, national origin, sex, religion, age, and disabled status in employment or the provision of services.

1.5.2 List of Subcontractor

All Bidders shall comply with the Subcontractor's Fair Practices Act Chapter 13-4-31 to 13-4-43 NMSA 1978, Laws of New Mexico

Pursuant to Section 13-4-34, based on the Architect/Engineer estimate, list all Subcontractor including second and third tiers performing work in excess of \$ 5,000.00.

No modifications to the list of Subcontractor can be made at any time during the performance of the Work contemplated by the Agreement without the prior written approval of the County.

Barranca Mesa 3 Subdivision Roadway Improvements Project – IFB 21-10

Contractor & Contact Name:	License # Classification:	E-mail:	Phone: Fax:	Address:	Work to be Performed:

Barranca Mesa 3 Subdivision Roadway Improvements Project – IFB 21-10

Contractor & Contact Name:	License # Classification:	E-mail:	Phone: Fax:	Address:	Work to be Performed:

1.5.3 Bid Bond

As Principal, hereinafter called the Principal or Contractor, 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 the County of Los Alamos, New Mexico, as Obligee, hereinafter called the County, in the sum of five percent of the Bid, _____ dollars - \$ _____

for the payment of which sum Principal and Surety bind themselves, their heirs, executors, and administrators, successors, and assigns, jointly and severally. The conditions of this Bond are such that whereas the Principal has submitted the accompanying Bid for:

**Incorporated County of Los Alamos
Bid Number: IFB 21-10
Barranca Mesa 3 Subdivision Roadway Improvements Project**

which Bid is by reference made a part hereof and is hereinafter referred to as the Bid and, if the County shall accept the Bid of the Principal and the Principal shall enter into a Contract with the County in accordance with the terms of such a Bid, and give such bond or bonds as may be specified in the bidding or solicitation 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, and shall in all other respects perform the agreement created by the acceptance of said Bid, or in the event of the failure of the Principal to enter into such contract and give such bond and bonds, if the Principal shall pay the County the difference between the amount specified in said bid and such larger amount which the County may in good faith

Bid Bond continued

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. The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way Impaired or affected by any extension of the time within which the County may accept such Bid; and said Surety does hereby waive notice of any such extension.

SIGNED AND ATTEST this _____ day of _____, 2020.

PRINCIPAL:

By: _____

Print Name: _____

Title: _____

ATTEST: _____

SURETY:

By: _____

Print Name: _____

Title: _____

ATTEST: _____

1.5.4 Campaign Contribution Form

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective Contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. 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.

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 things 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.

“Contract” means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

“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.

Barranca Mesa 3 Subdivision Roadway Improvements Project – IFB 21-10

“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: (Report any applicable contributions made to the following - COUNTY COUNCILORS: (Sara C. Scott, Chair, Pete Sheehey, Vice-chair, David Izraelevitz, Antonio Maggiore, James Robinson, Randall Ryti and Katrina Schmidt.

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) _____

(The above fields are unlimited in size)

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)

1.5.5 Certification - Debarment, Suspension, and other Responsibility Matters

**Incorporated County of Los Alamos
Bid Number: IFB 21-10
Barranca Mesa 3 Subdivision Roadway Improvements Project**

The Bidder certifies to the best of its knowledge and belief that it, its principals and its Subcontractors:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, Local Entity;
- B. Have not within a three (3) year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction. Violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
- C. Are not presently indicted for otherwise criminally or civilly charged by a Federal, State, or Local Entity with commission of any of the offenses enumerated in paragraph (1) (B) of this certification; and
- D. Have not within a three (3) year period preceding this application/bid had one or more public transactions (Federal, State, or Local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this bid or termination of the award.

In addition, under 18 U.S.C. Sec. 10 01, a false statement may result in a fine up to \$ 10,000 or imprisonment for up to five (5) years, or both if Federal funding is used.

Typed Name & Title of Authorized Representative

Signature of Bidder's Authorized Representative

Date

Barranca Mesa 3 Subdivision Roadway Improvements Project – IFB 21-10

Comments:

Date: _____

Contractor: _____

Address: _____

City, State, Zip Code: _____

_____ confirms that all proposed Subcontractor are not
Contractor
currently suspended or debarred from conducting business with any City, State, County, or
Federal Government entities.

Name and Title of Authorized Representative

Date

--- OR ---

I am unable to certify the above for the following reasons:

1.5.6 Permanent Main Office Address of Company

Organization’s Legal Name	Founding Date
Physical Address	
Mailing Address	
City, State, Zip Code	

If incorporated, attach a Certificate of Good Standing from the Public Regulation Commission.

1.5.7 Authorization for Verification of Information

_____ hereby authorizes any person, firm, or corporation to furnish Contractor any information requested by Los Alamos County or designated representative, to verify any and all information submitted with or relevant to this bid.

Printed Name and Title of Authorized Representative

Signature	Date
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1.5.8 Labor Enforcement Fund

LABOR ENFORCEMENT FUND

NEW MEXICO DEPARTMENT OF LABOR

LABOR AND INDUSTRIAL DIVISION

APPLICATION FOR PUBLIC WORKS CONTRACTOR REGISTRATION

All applications must be accompanied by \$200 payable to the "LABOR ENFORCEMENT FUND"

Do Not Send Cash

Send to: Labor Enforcement Fund

PO Box 27679, Albuquerque., NM 87125-7679

1. _____
Contractor/Subcontractor – Company Trade Name

Street Address City State Zip Code

Area Code / Telephone Number

E-Mail Address or Fax Number Must Be shown to Receive a Print Certificate
2. _____
Primary CID License Number
3. _____
Printed Name of First Qualifying Party
4. Type of Business ☐ Individual/Sole Proprietor ☐ Partnership
 ☐ Corporation ☐ Other _____
5. INCOMPLETE APPLICATIONS WILL BE RETURNED TO SENDER

APPLICANT STATEMENT

As the responsible applicant-contractor, I understand:

- the application is subject to verification and that I agree to provide any additional documentation as request by the Labor and Industrial Division director.
- failure to provide full and timely disclosure of and required information or documentation may result in the denial of this application for registration.
- that payment in the exact amount of Two Hundred Dollars USD (\$200.00) is due with this application.
- that registration is for one calendar year (365 days) from the date notice of registration is posted on the Department of Labor website. <www.dol.state.nm.us/dol_pubwage.html>
- that I am submitting this application for the purpose of a legal transaction with the State of New Mexico Department of Labor.
- that failure to send this application and payment to the address shown above will result in delayed or denied registration.

I certify, under penalty of perjury, that the information contained in this application for registration is accurate, true, and complete to the best of my knowledge.

Signature

Date

Print Name and Title

2.0 AWARD PHASE

2.1 Award Forms

2.1.1 Notice of Award



NOTICE OF AWARD AND IDENTIFICATION OF COUNTY'S DESIGNEE

To: _____

Address: _____

Project Description:

**Incorporated County of Los Alamos
Bid Number: IFB 21-10
Barranca Mesa 3 Subdivision Roadway Improvements Project**

Notice of Award:

The County has considered the Bid submitted by you for the above described Project in response to its Invitation for Bids dated **June 18, 2020**.

You are hereby notified that your Bid has been accepted subject to your executing the Agreement and furnishing the required Contractor's Performance Bond, Labor and Materials Payment Bond and required Certificates of Insurance, within ten (10) calendar days from the date of receipt of the Notice of Award.

You are hereby notified that the schedule required per Section 3, Schedules, Reports, and Records will be required to be submitted and accepted prior to Notice to Proceed being issued.

The following documents are provided with the Notice of Award: Two (2) copies of the Agreement, Performance Bond and Labor and Materials Payment Bond.

Notice of Award continued

If you fail to sign and return to County's Designee said Agreement, and to furnish said Bonds within ten (10) days from the receipt of this notice, the County will be entitled to consider all your rights arising out of the County's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The County will be entitled to such other rights as may be granted by law.

County's Designee:

The Incorporated County of Los Alamos (County) designates Desirae Lujan as the County's Designee in connection with the performance of the work contemplated in the Contract, dated _____, between the County and _____ (Contractor).

Dated this _____ day of _____ 2020.

Incorporated County of Los Alamos

Harry Burgess
County Manager

2.1.2 Receipt of Notice of Award



Receipt of the above Notice of Award is hereby acknowledged by:

_____, this _____ day of _____, 2020, for

the following project:

**Incorporated County of Los Alamos
Bid Number: IFB 21-10
Barranca Mesa 3 Subdivision Roadway Improvements Project**

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

2.1.3 Performance Bond



Bond No. _____

We as Principal, hereinafter referred to as Contractor, and _____ a corporation organized and existing under and by the virtue of the laws of the State of _____ and authorized to do business in the State of New Mexico, hereinafter called Surety, are held and firmly bound unto the Incorporated County of Los Alamos, hereinafter referred to as County, in the penal sum of one hundred percent (100%) of the Contract Price of _____ dollars (\$_____), as may be adjusted by Change Order, inclusive of applicable gross receipts taxes in lawful money of the United States of America, for the payment of which sum Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITIONS OF THIS BOND are such that, whereas, Contractor has been awarded and has agreed to enter into a certain Contract with the Incorporated County of Los Alamos, to which this Performance Bond will be attached and incorporated therein, for performance of Work or services on Project specifically described in the Contract document for:

Incorporated County of Los Alamos
Bid Number: IFB 21-10
Barranca Mesa 3 Subdivision Roadway Improvements Project

and if Contractor shall perform and complete all of the undertakings, covenants, terms, and obligations of said Contract during the original term thereof, and any extensions which may be granted by the County with or without notice to the Surety, and if Contract shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the County from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the County all outlay and expenses which the County may incur in making good any default, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

Performance Bond Continued

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due, except that, with respect to express guarantees of a longer term, a suit thereon must be initiated within six (6) months following the expiration of said express guarantees, if any.

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

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

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

PROVIDED, FURTHER, that Surety, for value received hereby stipulates and agrees that no change, extensions of time, alteration or addition to the terms of Contract. The Agreement, or the work to be performed thereunder, or the Contract Documents accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alternation or addition to the terms of the Contract.

PROVIDED, FURTHER, that no final settlement between the County and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument may be executed in two counterparts, each one of which shall be deemed as an original, this _____ day of _____, 2020.

The undersigned state that they have the authority to enter into said Contract.

CONTRACTOR AS PRINCIPAL:

By: _____ Title: _____

Print Name: _____

ATTEST: _____

SURETY:

By: _____ Title: _____

Print Name: _____

ATTEST: _____

2.1.4 Payment (Labor and Materials) Bond



Payment (Labor and Materials) Bond for the Protection of all Persons Supplying Labor and Material to the Contractor or its Subcontractors

Bond No. _____

We _____ 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 and firmly bound unto the Incorporated County of Los Alamos as Obligee, hereinafter the County, in the amount of _____ Dollars (\$_____), in the penal sum of one hundred percent (100%) of the Contract Price of _____ dollars (\$_____), as may be adjusted by Change Order, inclusive of applicable gross receipts taxes in lawful money of the United States of America, for the payment of which sum Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

Payment (Labor and Materials) Bond is for the Protection of all Persons Supplying Labor and Material to the Contractor or its Subcontractors

WHEREAS, Contractor has agreed to enter into the Contract described as follows:

**Incorporated County of Los Alamos
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Which contract is by reference made part hereof and is hereinafter referred to as the Contract.

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NOW, THEREFORE, 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 conditions:

The right to sue on this bond accrues only to the Contracting Agency and the parties to whom Section 31-173 Los Alamos County Code of Ordinances grant such right; and any such right shall be exercised only in accordance with the provisions and limitations of said ordinance.

PROVIDE, FURTHER, that the Surety, for value received hereby stipulates and agrees that no change, extensions of time, alteration, or addition to the terms of the Contract, or to the Work to be performed thereunder, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract.

PROVIDE, FURTHER, the County shall not be liable for payment of any costs or expenses of any Claimant under this Bond and shall have no obligations to make payments to give notices on behalf of or otherwise have obligations to Claimants. The Surety hereby waives notice of any change, including changes of time, to the Contractor or to related subcontracts, purchase orders and other obligations.

SIGNED AND SEALED ON this _____ day of _____, 2020.

CONTRACTOR AS PRINCIPAL:

Signature: _____

Print Name: _____

Title: _____

Address: _____

SURETY'S AUTHORIZED NEW MEXICO AGENT:

Signature: _____

Print Name: _____

Title: _____

Address: _____

This bond is issued simultaneously with Performance Bond in favor of County for the faithful performance of the contract.

2.1.5 Insurance Requirement



- A. Contractor shall purchase and maintain such liability and other insurance including completed operations insurance for the Work being performed and furnished and will provide protection from claims set forth which may arise out of or result from Contractor's performance and furnishing of the Work being performed and furnished and will provide protection from claims set forth which may arise out of or result from Contractor's performance and furnishing of the Work and Contractor's other obligations under the Solicitation Documents, whether it is to be performed or furnished by Contractor, any Subcontractor or Supplier or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable. Insurance requirements are as follows:
 - A.1.1. Comprehensive and General Liability Insurance
 - A.1.2. \$1,000,000 per occurrence and a combined single limit of at least Two Million Dollars (\$2,000,000) aggregate Bodily Injury and Property
 - A.2. Motor Vehicle Insurance
 - A.2.1. Same limits as Comprehensive General Liability Insurance whether for:
 - A.2.1.1. Owned or leased motor vehicles; or non-owned or hired vehicles
 - A.3. Worker's Compensation Insurance
 - A.3.1. The Contractor shall also be required to provide proof of full compliance with New Mexico State Worker's Compensation Laws
 - A.4. Property, Fire, and All Risk Insurance
 - A.4.1. Contractor shall purchase and maintain until final payment, property insurance upon the Work at the site to the full insurable value thereof.
 - A.4.2. This insurance shall insure against the perils of "all risk" insurance for physical loss and damage, and shall include damages, losses, and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys, and other professional). If not covered under the "all risk" insurance, Contractor shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment.
- B. The Contractor, prior to signing the Contract, shall provide proof of insurance coverage, which is satisfactory to the County, in the County's sole discretion, and copies of same to the County which shall remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing or replacing defective Work.

B.1. Insurance Terms and Conditions

- B.1.1. The following statement shall be included on the certificate of insurance: “The Incorporated County of Los Alamos is named as additional insured regarding General Liability, Automobile Liability, and Professional Liability if required, for

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- B.1.2. The insurance shall provide that the County will be notified as soon as possible in the event of cancellation.

B.2. Renewal of Insurance

- B.2.1. Evidence of renewal of insurance policies shall be provided to the County no less than forty-five (45) days prior to expiration date.

B.3. Subcontractor

- B.3.1. Contractor shall ensure all its Subcontractor meet all insurance requirements.

B.4. Receipt and Application of Insurance Proceeds

- B.4.1. Any insured loss under the policies of insurance required of Contractor will be adjusted with County and made payable to County as fiduciary for the insured's, as their interests may appear, subject to the requirements of any applicable loan clause. County shall deposit into a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no special agreement is reached, the damaged Work shall be repaired or replaced the monies so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order or Written Agreement.
- B.4.2. County as fiduciary shall have power to adjust and settle any loss with insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to County's exercise of this power. If such objection be made, County as fiduciary shall make agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, County as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party of interest, County as fiduciary shall give bond for the proper performance of such duties.

2.1.6 Contract

Incorporated County of Los Alamos Los Alamos, New Mexico

THIS CONTRACT, made and entered into by and between the Incorporated County of Los Alamos, New Mexico, hereinafter called the County and _____, a _____ (State and entity status), hereinafter called the CONTRACTOR, is executed on the date set forth opposite the signature of the authorized representatives of the parties.

WHEREAS, the Contractor was awarded the Contract for the Incorporated County of Los Alamos: Bid Number: IFB 21-10– Barranca Mesa 3 Subdivision Roadway Improvements Project, and said award was approved by the County on _____, which date shall be deemed to be the date of this Contract.

THE PARTIES AGREE:

ARTICLE 1 – SUBJECT MATTER – The Contractor shall perform the Work, and shall furnish all the materials, equipment, tools, labor and all supplies, appliances, and appurtenances necessary to the full completion of the Work on the Project, and in accordance with the language of the Contract and the Solicitation documents. The term “Contract” means the Solicitation. The Work shall be performed in accordance with the Contract, which shall be interpreted to give full effect to all the terms and conditions herein. In the event of a conflict in the terms and provisions of the Contract, the terms and provisions of the Contract shall control in the following order:

- A. Change Orders
- B. Addenda
- C. Contract
- D. Notice to Contractors
- E. Special Conditions
- F. General Conditions
- G. Technical Specifications
- H. Contract Drawings

ARTICLE 2 – CONTRACT TIME –

- A. Construction shall start on or after the date specified on the Notice to Proceed. The Work shall be substantially completed by the dates specified in the contract and Invitation for Bids, Paragraph 1.2 Summary of Work. The Project shall be fully complete by October 30, 2020. The calendar day period between the substantial completion and final completion dates is for the sole purpose of completing all punch list items. The Contractor will proceed with the Work at such rate of progress to ensure full completion of the Work by the Final Completion date. It is expressly understood and agreed, by and between the Contractor and the County, that the Contract Time for the completion of Work described herein is a reasonable time, and that in submitting a bid on the Project

and executing the Contract, the Contractor has taken into consideration the average climatic and economic conditions and other factors prevailing in the locality where the Work is to be performed.

B. Termination of the Contract –

- a. This contract shall terminate upon County's issuance of Notice of Final Completion, provided however, that Contractor's warranty obligations and any warranties listed within the Technical Specifications for materials, equipment, systems and/or labor supplied through the Contractor for the execution of the Work shall survive the termination of this Contract until such time as County determines that Contractor's warranty obligations have been fulfilled and County has specifically released Contractor, in writing or by the individual warranty expirations, from such obligations. The issuance of Notice of Final Completion or the release of surviving Contractor obligations shall not be deemed a waiver of any claim the County may have against Contractor arising from Contractor's performance under this Contract.
- b. County may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for work completed to the satisfaction of County at the rates agreed upon by the parties hereto. Contractor shall render a final report of the work done to the date of termination and shall turn over to County originals of all materials, documents or other deliverables prepared pursuant to this Contract.
- c. Funding. This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by the County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

ARTICLE 3 – LIQUIDATED DAMAGES FOR DELAY AND INCENTIVES FOR EARLY COMPLETION –

- A. Should the Contractor fail to complete the work within the time agreed upon in the Contract, Contractor will be assessed per section 108.8, table 108.8:1 Schedule of Liquidated Damages of the current edition of the NMDOT Standard Specifications for Highway and Bridge Construction each Segment milestone date not achieved, Substantial, and/or Final Completion dates, including all executed change orders. In view of the difficulty of estimating the damage, this amount is fixed by parties as the liquidated damages that the County will suffer by reason of such default and not by way of penalty.

Cumulative Imposition of Liquidated Damages – Project Segment Milestone dates will be evaluated and applied independently, and liquidated damages shall be cumulatively imposed for the failure to achieve any of the required time or date requirements.

Project Segment Milestone Dates (Start and Substantial Completion) are as follows:

No Project milestones are incorporated in this project.

Project Final Completion – October 15, 2020

B. Delays –

1. If the Contractor is delayed at any time in the progress of the Work by any act or neglect by the County, or by changes in the Work, or by labor disputes, fire, unusual delay in transportation, unusual weather, adverse soil conditions other than was described in a geotechnical survey, unavoidable loss by the Contractor, delays specifically authorized by the County, or by unforeseeable or unavoidable causes beyond the Contractor's control, avoidance, or mitigation, and without the fault or negligence of the Contractor or Subcontractor or supplier at any tier, then the Contract Time may be extended by Change Order for such reasonable time as the overall completion of the Work, as the County may in its sole discretion determine that such event has delayed the Critical Path and Completion of the Work, if the Contractor complies with the notice and documentation requirements set forth below.
2. Contractor shall provide a written notice of delay which may result in a request for an extension of time to the County, within 10 calendar days from the date the Contractor knew or should have known of the facts giving rise to the delay. The notice shall indicate the cause of the delay, the anticipated length of the delay, and the probable effect of such delay upon the progress of the Work. If the cause of the delay is continuing, the Contractor must give written notice every month at the same time it submits the updated schedule and/or progress report to the County with the Payment Application.
3. Within fifteen (15) calendar days after the elimination of any such delay, the Contractor shall submit a formal Change Order request for an extension of time for such delay. The written request for time extension shall state the cause of the delay, the number of days' extension requested, and such analysis and documentation of the schedule of the project and other documentation to demonstrate a delay in the critical path of the Work.
4. If the Contractor does not comply with the notice and documentation requirements set forth above, the Contractor shall have waived its right to a claim for delay.

ARTICLE 4 – COMPENSATION – In consideration of the satisfactory performance of the Work by the Contractor and the acceptance of such Work by the County, Contractor shall be paid an amount not to exceed the Contract Price of _____ (\$ _____), plus any executed Change Order(s), plus applicable New Mexico Gross Receipts Tax.

ARTICLE 5 – PROGRESS PAYMENTS –

- A. Contractor shall submit, to the County for review an Application and Certification for Payment as shown herein, filled out and accompanied by such supporting documentation as is required by the Agreement and as the County may reasonably require. The County has seven (7) calendar days to review the Application for Progress Payment either to accept or reject. If application is rejected, Contractors shall resubmit a new Application for Progress Payment. Upon any re-submittal of Application for Progress Payment, the twenty-one (21) calendar daytime frame is reinstated. These applications for payments shall be based on the performance of the Work in accordance with the Contract Documents. Contractor shall submit Earned Value Curve if required by the Project Manager with each Application for Payment,
- B. Contractor warrants and guarantees that title to all work, material and equipment covered by an Application for Progress Payment, whether incorporated in the Project or not, will pass to County at the time of payment free and clear of all liens, claims, security interests and encumbrances.
- C. Prior to Substantial Completion, the County with the concurrence of the Contractor may use any completed or substantially completed portions of the Work. Such use shall not constitute an acceptance of such portions of the Work.
- D. As provided herein, County may refuse to make payment of the full amount requested by the Contractor. County will provide Contractor with written notice (with copy to Engineer) stating the reasons for such action.
- E. If payment is requested and approved by the Project Manager on the basis of materials and equipment not incorporated in the Work, but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Progress Payment shall also be accompanied by such data, (receipts, invoices, packing lists, delivery tickets, etc.) satisfactory to Owner and will establish Owner's title to the material and equipment and project. Contractor is responsible for all loss or damage to stored materials.
- F. Contractor warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to County no later than time of payment, free and clear of all liens.
- G. In the event that agreement between the County or County's designee and Contractor cannot be reached, the County will pay the portion not in question and attempt to reach agreement on those portions not in agreement in the next billing cycle.
- H. Payment may be made by mutually agreed upon method.
- I. County has full power to withhold payment and release of Contractor's Performance as well as Labor and Materials Bonds until all the work is completed to the County's satisfaction, until the Contractor shall satisfy the County that it has fully settled or paid for all labor performed and materials, supplies, equipment rentals and services used from the respective suppliers and Subcontractor involved, and to withhold payment equal to liquidated damages as accepted payment for liquidated damages.
- J. County at its sole discretion may require an Affidavit of Payment and Release of Liens with every Application.

- K. Unless otherwise specified in the Solicitation Documents as a Notice of Extended Payment, permitting the Owner to make payment within a period not to exceed 45 days, payments shall be made within twenty-one (21) calendar days from receipt of an undisputed request in accordance with the New Mexico Prompt Payment Act, Sections 57-28-1 et seq. NMSA 1978.
- L. Final Application for Payment
 - L.1. The final Application for Progress Payment shall include a notarized Affidavit of Payment and Release of Liens.
 - L.2. After Contractor has completed all such corrections to the satisfaction of the County and delivered in accordance with the Contract Documents all maintenance and operating instructions, all materials including but not limited to spare parts, lubricants, etc., as required by Contract documents, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, Notice of Termination for NPDES, marked up record documents showing work as constructed (as-builts), video tapes, Contractor may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied (except as previously delivered) by all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required, consent of surety, if any, to final payment, and complete and legally effective releases or waivers (satisfactory to County) of all liens arising out of or filed in connection with the Work. If any Subcontractor or supplier fails to furnish such release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any lien.
- M. Final Payment and Acceptance
 - M.1. On the basis of the Engineer's and Owner's observation of the Work during construction and final inspection and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer recommends to Owner that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Owner shall process final payment. Otherwise, County will return the Application to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application.
- N. The final payment by the County signifies that the Work has been accepted by the County under the conditions of the Contract Documents.
 - N.1. The acceptance by the Contractor of final payment shall be and shall operate as a release to the County of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically expected by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the County and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or the Contractor's sureties from any obligations under the Solicitation documents or the Performance Bond and Labor and Materials Bond.
- O. The making and acceptance of Final Payment shall constitute a waiver of all claims by the Contractor against the County other than those previously made in writing and still unsettled.

ARTICLE 6 – PAYMENT TO MECHANICS AND LABORERS – Contractor agrees to make prompt payment to its Subcontractor and suppliers for work performed under the Contract within seven (7) days after receipt of payment from the County and to pay all mechanics and laborers in accordance with Section 57-28-5 NMSA 1978, as applicable. Contractor shall obtain from each supplier of services or materials used in the performance of the Contractor's obligations under this Contract a written release and waiver of all liens against the County and Project. Such releases and waivers of lien shall be submitted to the County with the final Application for Payment and may be required with each Application for Payment at the County's sole discretion.

Additionally, all Subcontractors shall require that their Subcontractors and suppliers make prompt payment to their Subcontractors and suppliers for amounts owed for work performed on the construction project within seven days after receipt of payment from the owner, Contractor or Subcontractors

If the Contractor or Subcontractors fails to pay the Contractor's or Subcontractor's Subcontractor and suppliers by first-class mail or hand delivery within seven days of receipt of payment, the Contractor or Subcontractor shall pay interest to the Subcontractor and suppliers beginning on the eighth day after payment was due, computed at one and one-half percent of the disputed amount per month or fraction of a month until payment is issued. These payment provisions apply to all tiers of Contractors, Subcontractor and suppliers.

ARTICLE 7 – MODIFICATION OF CONTRACT – This Contract may be modified only by mutual written consent of the parties.

ARTICLE 8 – INDEMNITY – Contractor shall indemnify, hold harmless and defend County, its Council members, employees, agents and representatives, from and against all liabilities, damages, claims, demands, actions (legal or equitable), and costs and expenses, (including without limitation fees for attorneys and other professionals, of any kind or nature), arising from Contractor's performance or failure to perform hereunder or breach hereof or the performance or failure to perform of Contractor's employees, agents, representatives and Subcontractor.

All representations, indemnifications, warranties, and guarantees made in, required by or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment to the extent permitted by New Mexico or other applicable law, completion and acceptance of the Work and termination or completion of the Agreement.

ARTICLE 9 – NON-ASSIGNMENT – Contractor may not assign this Agreement or any privileges or obligations herein without the prior written consent of the County.

ARTICLE 10 – LAWS, REGULATIONS, JURISDICTION AND VENUE – Contractor shall abide by all applicable federal, state and local laws, regulations, and policies and shall perform the Work in accordance with all applicable laws, regulations, and policies during the term of the Contract. In any lawsuit or legal dispute arising from the operation of this Contract Contractor

Barranca Mesa 3 Subdivision Roadway Improvements Project – IFB 21-10

agrees that the laws of the State of New Mexico shall govern. Venue shall be in the First Judicial District court of New Mexico in Los Alamos County, New Mexico.

IN WITNESS whereof the parties have executed this Contract.

CONTRACTOR

Date: _____

By: _____

Print Name: _____

Title: _____

INCORPORATED COUNTY OF LOS ALAMOS:

Date: _____

By: _____

Harry Burgess, County Manager

ATTEST

By: _____

Naomi D. Maestas, County Clerk

APPROVED AS TO FORM

Alvin Leaphart, County Attorney

3.0 CONSTRUCTION PHASE

3.1 Construction Phase Related Forms

3.1.1 Contractor Personnel Information

The Contractor will provide at the pre-construction meeting and update as necessary the following information to the County:

- A. Contractor's Project Manager: _____
- B. Contractor's Superintendent: _____
 - a. Address: _____
 - b. Telephone No.: _____
 - c. Email Address: _____
- C. Emergency Contact Information:
 - a. Name: _____
 - b. Phone No.: _____
 - c. Name: _____
 - d. Phone No.: _____
 - e. Name: _____
 - f. Phone No.: _____
 - g. Name: _____
 - h. Phone No.: _____
- D. List of authorized signatures for: Certified Payroll, Payroll Affidavits, Change Orders, Progress Payment Certifications.
 - a. Name: _____
 - b. Title: _____
 - c. Name: _____
 - d. Title: _____
- E. Project Safety Officer: _____
- F. Equal Employment Opportunity Officer: _____

The person listed in "B" will become the Contractor's Representative of Record. The Contractor will not be allowed more than one (1) Representative. The Contractor's Representative shall always supervise the project and be available when construction is in progress.

3.1.2 Notice to Proceed

Date: _____

To: _____

Address: _____



**Incorporated County of Los Alamos
Bid Number: IFB 21-10
Barranca Mesa 3 Subdivision Roadway Improvements Project**

You are notified that the Contract time under the above contract will start on _____, 2020. By that date you are to start performing your obligations under the Contract. You are required to return an acknowledged copy of this Notice to Proceed to the County's Designee before commencing any work and meet all other requirements of the Contract. The date of Substantial Completion of all work is therefore October 15, 2020, and Final Completion of all work is therefore October 30, 2020.

Incorporated County of Los Alamos

Harry Burgess
County Manager

3.1.3 Acceptance of Notice to Proceed

Receipt of the Notice to Proceed is hereby acknowledged this _____ day of _____, 2020
for the following project:

**Incorporated County of Los Alamos
Bid Number: IFB 21-10
Barranca Mesa 3 Subdivision Roadway Improvements Project**

CONTRACTOR:

By: _____

Print Name: _____

Title: _____