

CITY OF SANTA FE



Public Utilities Department
Water Division

“INVITATION TO BID”

PRIORITY LINE REPLACEMENT PRICE AGREEMENT,
CIP # 3058

BID# 21/43/B

BIDS DUE:

Wednesday, June 16, 2021

2:00 P.M.

PURCHASING DIVISION

CITY OF SANTA FE

By Electronic Submittal Only To:

<https://www.purchasing@santafenm.gov>

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PRE-BID INFORMATION
(00 0100)

(00 0101) DEBARRED OR SUSPENDED CONTRACTORS

A business (contractor, subcontractor, or supplier) that has either been debarred or suspended pursuant to the requirements of City Purchasing Manual or Section 13-1-177 through 13-1-180, and 13-4-17 NMSA 1978 as amended or City Purchasing provisions, shall not be permitted to do business with the City and shall not be considered for award of Contract during the period for which it is debarred or suspended.

INVITATION TO BID (00 1100)

Solicitation No. 21/43/B

BIDS FOR: City of Santa Fe Project– PRIORITY LINE REPLACEMENT PRICE AGREEMENT, CIP # 3058

PRE-BID CONFERENCE (**MANDATORY**): Tuesday, June 8, 2021
2:00 – 3:00 p.m. local prevailing time
Location: virtual

Note: During the Pre-Bid Conference attendees shall observe all federal, state and local health and safety protocols and mandates with regard to the COVID-19 pandemic. Pre-Bid conference will be virtual. Contractor shall send their e-mail address to the engineer, Bill Huey, bchuey@santafenm.gov for a link.

All questions shall be submitted in writing, either at the time of the Pre-Bid Conference or by email as stipulated in the Instructions to Bidders. Responses to questions will be issued by addendum.

Attendance at the pre-bid conference is required, and a pre-requisite for submission of a bid.

BIDS DUE: **TIME: 2:00 p.m. local prevailing time**
DATE: Wednesday, June 16, 2021

ELECTRONIC SUBMITTAL ONLY: Purchasing Division, City of Santa Fe
<https://www.purchasing@santafenm.gov>

BID SUBMISSION:

Complete bid documents, as required, by this ITB. **ALL** Specifications, submittal required documentation, supporting materials, certificates, etc. in addition to the bid documents must be attached to form a complete responsive bid. (NMSA 1978 13-1-82-85; NMSA 1978 13-1-133)

- Electronic bid submissions through the following City of Santa Fe email: purchasing@santafenm.gov
- It is the Bidder's responsibility to ensure all documents are completely uploaded and submitted electronically via the email submission system by the deadline set forth in this ITB. Such electronic submissions will be considered sealed bids in accordance with statute. **Note:** It is the responsibility of the Bidder to ensure bids are correct and accurate before submission. By bidding electronically, you acknowledge any and all amendments and it is your responsibility to ensure your bid corresponds with any amendments.
- If an amendment is processed after bid is submitted, Bidders must resubmit their bid in order for it to be considered fully submitted.
- Please ensure that you, as the Bidder, allow adequate time for large uploads and to fully complete your submittal by the deadline. A submission that is not both: (1) fully complete; and (2) received, via email by the deadline, will be deemed late. Further, a submission that is not fully complete by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late.
- It is the Bidder's responsibility to ensure that both a 'Read' receipt and 'Delivery' receipt is remitted and conveyed in their own email for their own records. The City of Santa Fe will not guarantee that a response email will be sent to the Bidder upon submission, however, every effort to acknowledge that the bid was received timely will be made.

BID OPENING:

Due to the COVID-19 Pandemic, there will be no public bid opening. The bid results will be posted to the City of Santa Fe website at the following link:
https://www.santafenm.gov/bid_tabulations

BIDS RECEIVED AFTER THE ABOVE BIDS DUE DATE AND TIME WILL NOT ACCEPTED.

BIDDING DOCUMENTS MAY BE REVIEWED AND/OR OBTAINED AT THE FOLLOWING LOCATIONS:

- City of Santa Fe web site www.santafenm.gov/bids_rfps
- Construction Reporter: (505) 243-9793, 4901 McLeod Road NE, Albuquerque, NM 87109, www.constructionreporter.com
- Dodge Reports: www.construction.com

QUESTIONS CONCERNING THIS SOLICITATION SHALL BE SUBMITTED BY EMAIL TO THE EACH OF THE FOLLOWING:

- Chief Procurement Officer, Fran Dunaway, fdunaway@santafenm.gov
- Bill Huey, Water Division, bchuey@santafenm.gov
- Jessica Chavez, Assistant Procurement Officer, jjchavez@santafenm.gov

Bids for the Contract will be presented in the form of a Unit Price bid multiplied by each Approximate Quantity, placed in the column Item Price. Award will be made to the bidder providing the lowest total Item Price bid, entered at the end of that form. Bidder shall Bid all items included in the Price Schedule. Bidder shall include in the signed documents their NM License number and Classification Pursuant to NMAC 14.6.6, a validly licensed person may bid and contract as the prime contractor of a project only if the major portion of the work, based on dollar amount, is authorized by the classification of the prime contractor's license. Any work outside the scope of the prime contractor's license classification(s) must be subcontracted. This provision is subject to the exception set forth in Subsection A of 14.6.6.9 NMAC. Contract award will be made to the responsible Bidder submitting the lowest total of all Item Prices.

Bid security, made payable to the City of Santa Fe, the "City of Santa Fe" in the amount of 5% of the total of all Item Prices shall be submitted with the Bid. Bid security shall be in the form of a Bid Bond issued by Surety licensed to conduct business in the State of New Mexico, or by certified check. Failure or refusal by the successful Bidder to enter into Contract with the City of Santa Fe will constitute Liquidated Damages in favor of the City of Santa Fe. The bid shall also include a signed "Non-Collusion Affidavit of Prime Bidder", signed "Certificate of Non-Segregated Facilities", a signed "Certificate of Bidder Regarding Equal Employment Opportunity", a Subcontractor's Listing and; if applicable, a Local Preference Certificate. Bidders shall also reference the Bid Form for a listing of forms and attachments that are also required to be submitted with the Bid. The project may be subject to the New Mexico Department of Workforce Solutions, Minimum Wage Rates for the State of New Mexico if a Work Order for \$60,000.00 or more is executed. Such wage rates are bound into the Contract Documents. The successful Bidder shall, upon notice of award of contract, secure from each of the Bidder's Subcontractors a signed "Non-Collusion Affidavit of Subcontractors".

Any revisions to be incorporated into this bid document arising from discussion before, during and subsequent to the Pre-Bid Conference will be established in writing by addendum(s) prior to the bid due date. No oral interpretations of the bid document will be binding.

Bids must be submitted on the Bid Form provided herewith. Bidder shall bid all items on the Bid Form. Each Bidder shall conform to the conditions specified in the section entitled Instructions to Bidders. Bids may be held for ninety (90) days subject to action by the City of Santa Fe.

The City of Santa Fe reserves the right to reject any and all Bids, to waive any and all non-substantial irregularity in bids received, whenever such waiver or rejection is in the best interest of the City of Santa Fe.

The Bidding Documents and subsequent Work Orders contain a time for completion of the work by the successful Bidder, and further imposes liquidated damages for failure to comply with that time.

The work designated as **Priority Line Replacement contract** and consists of, but is not limited to: furnishing all equipment, labor and materials for the construction of replacement water mains, valves, hydrants, metered water service lines and settings, pressure reducing valves, vaults, and other incidental work such as pavement removal and replacement, traffic control all as required to replace water distribution, water storage, and water supply infrastructure, in accordance with the drawings, specifications, and other Contract Documents.

Contractor shall be responsible for adherence to the Contract Documents, Construction Documents, Specifications and approved directives.

Contractor shall be responsible for State CID requirements and permit.

Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions for each executed Work Order.

Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.

Contractor shall be responsible for removal and securing of any existing infrastructure elements, equipment, signage, fencing, etc. necessary to provide for the new work in accordance with the contract documents and to re-install these items in proper working condition.

The City of Santa Fe is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful Bidder will be required to conform to the Equal Opportunity Employment Regulations.

ATTEST:

 _____ 05/19/2021
Fran Dunaway, Chief Procurement Officer

Received by the Santa Fe New Mexican on 05/19/2021
To be published on 05/25/2021

Received by the Albuquerque Journal on 05/19/2021
To be published on 05/25/2021

BID SCHEDULE (00 1154)

- 1) ISSUANCE OF INVITATION TO BID: Tuesday, May 25, 2021
- 2) ISSUANCE OF BID PACKET: Tuesday, May 25, 2021
- 3) PRE-BID CONFERENCE (**MANDATORY**): Tuesday, June 8, 2021
2:00 – 3:00 p.m. local prevailing time
Location: Virtual

Note: During the Pre-Bid Conference attendees shall observe all federal, state and local health and safety protocols and mandates with regard to the COVID-19 pandemic.

Pre-Bid conference will be virtual. Contractor shall send their e-mail address to the engineer, Bill Huey, bchuey@santafenm.gov for a link.

All questions shall be submitted in writing, either at the time of the Pre-Bid Conference or by email as stipulated in the Instructions to Bidders. Responses to questions will be issued by addendum.

- 4) DEADLINE FOR PRE-BID RFI: Thursday, June 10, 2021
- 5) **ELECTRONIC** BID SUBMITTAL DEADLINE: **Wednesday, June 16, 2021**
2:00 p.m. local prevailing time
- 6) OPENING OF BIDS RECEIVED: ***Due to the COVID-19 Pandemic, there will be no public bid opening. The bids will be posted to the City of Santa Fe website at the following link: https://www.santafenm.gov/bid_tabulations***
- 7) RECOMMENDATION OF AWARD:

PUBLIC WORKS / CIP AND LAND USE COMMITTEE: July 12, 2021

FINANCE COMMITTEE: July 19, 2021

CITY COUNCIL: July 28, 2021

DATES OF CONSIDERATION BY COMMITTEES AND CITY COUNCIL ARE TENTATIVE AND SUBJECT TO CHANGE WITHOUT NOTICE. PLEASE NOTE THAT THE CONTRACTOR BEING RECOMMENDED FOR SELECTION MAY ATTEND, BUT WILL NOT BE REQUIRED TO ATTEND COMMITTEE OR CITY COUNCIL MEETINGS.

INSTRUCTIONS TO BIDDERS

(00 2100)

1.0 DEFINITIONS AND TERMS

- 1.1 Terms used in these Bidding Documents which are defined in the Conditions of the Contract for Construction (General, Supplementary, and other conditions) have the meanings assigned to them in those Conditions.

2.0 EXAMINATION OF BIDDING DOCUMENTS AND SITE

- 2.1 Before submitting a Bid, each Bidder must (a) examine the Bidding Documents thoroughly, (b) become familiar with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner effect cost, progress, or performance of the work, and (c) study and carefully correlate the Bidder's observations with the Bidding Documents.
- 2.2 A **mandatory virtual** Pre-Bid Conference will be held for this project. Due to the COVID-19 pandemic there will be no site visit. Bidders should e-mail Bill Huey (bchuey@santafenm.gov) at least 2 business days before the virtual Pre-Bid conference with a valid e-mail address to receive an invitation.
- 2.3 The lands upon which the work is to be performed, rights-of-way for access thereto, and other lands designated for use by the Contractor in performing the work are primarily inside the City Limits of Santa Fe and near external to the City Water Division properties.
- 2.4 The submission of a Bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement of this Section and that the Bidding Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

3.0 BIDDING DOCUMENTS

3.1 COPIES OF BIDDING DOCUMENTS

- 3.1.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Invitation to Bid may be obtained as indicated therein. Any required deposit(s) for Bidding Documents will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good and complete condition within fifteen (15) calendar days after opening of Bids.
- 3.1.2 Complete sets of Bidding Documents shall be used in preparing Bids; the City of Santa Fe does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 3.1.3 The City of Santa Fe, in providing for copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the work and does not confer a license or grant for any other use.

3.2 INTERPRETATIONS

- 3.2.1 All questions concerning this solicitation shall be submitted by e-mail to EACH of the following:

- Chief Procurement Officer, Fran Dunaway, fadunaway@santafenm.gov
- Bill Huey, Water Division, bchuey@santafenm.gov
- Jessica Chavez, Assistant Procurement Officer, jjchavez@santafenm.gov

Replies will be issued by Addenda e-mailed or delivered to all parties recorded by the City of Santa Fe as having received the Bidding Documents. Questions and requests for interpretation received less than ten (10) calendar days prior to the Bid opening date will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

3.3 SUBSTITUTE MATERIAL AND EQUIPMENT

The Contract, if awarded, will be on the basis of materials, labor and equipment described in the Specifications without consideration of possible substitute ("of equal" or "or equal") items. Whenever it is indicated in the Specifications that substitute ("of equal" or "or equal") items of material or equipment may be furnished or used by the Contractor if acceptable to the City of Santa Fe, application of such acceptance will not be considered by the City of Santa Fe until after the "effective

date of the Contract.” The procedure for submittal of any such application by the Contractor and consideration by the City of Santa Fe is set forth in the Contract Documents.

3.4 ADDENDA

3.4.1 No oral interpretations of the meaning of the specifications or other pre-bid documents will be binding. Oral communications are permitted in order to make assessment for an addendum. **ANY QUESTIONS CONCERNING THE BID SHOULD BE ADDRESSED PRIOR TO BID OPENING DATE.** Every request for such interpretations shall be submitted by email to EACH of the following:

- Chief Procurement Officer, Fran Dunaway, fadunaway@santafenm.gov
- Bill Huey, Water Division, bchuey@santafenm.gov
- Jessica Chavez, Assistant Procurement Officer, jjchavez@santafenm.gov

To be given consideration requests must be received at least ten (10) days prior to the date fixed for the opening of the bids.

3.4.2 Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be delivered electronically to all prospective bidders not later than three (3) days prior to the date fixed for the opening of the bids. Failure of any bidder to receive any such addendum or interpretations shall not relieve such bidder from any obligation under a bid as submitted. All addenda so issued shall become part of the contract documents.

3.4.3 The City reserves the right to not comply with these time frames if a critical addendum is required or if the bid deadline needs to be extended due to a critical reason in the best interest of the City of Santa Fe.

4.0 BIDDING PROCEDURES

4.01 The person or persons opening the bids will adhere to the following procedure:

4.02 Bid – Shall include the Name the Bidder and the Number of Bidder’s New Mexico Contractor’s License with proper signatures.

4.03 Bid Bond or certified “check” in the amount of 5% of the total of all Item Prices.

4.04 Non-Collusion Affidavit of Prime Bidder.

4.05 Submittal, acknowledgement of Addenda, if any.

4.06 Properly executed Bid Form.

4.07 Equal Employment Opportunity

4.08 Certification of Non-segregated Facilities.

4.09 The City shall not accept a bid on a Water Division contract from a prime contractor that does not provide proof of required licensure and registrations. After selection, the Water Division will verify licensure and registration.

4.10 Inclusion of all required attachments, forms, etc. as identified on the Bid Form.

If any of the other requirements have not been met, the bid shall be disqualified and considered a non-responsive bid.

4.1 FORM AND STYLE OF BIDS

4.1.1 Bids shall be submitted on forms identical to the form included with the Bidding Documents.

4.1.2 All blanks on the Bid Form shall be filled in by typewriter or manually in ink.

4.1.3 Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and, in case of discrepancy between the two, the amount written in words shall govern.

4.1.4 Any interlineation, alteration, or erasure must be initialed by the signer of the Bid.

4.1.7 Each copy of the Bid shall include the complete name of the Bidder and a statement that the Bidder is a sole proprietor, a partnership, or corporation by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the applicable New Mexico Certificate of Incorporation number or Certificate of Authority number. The Bid shall include the current Contractor’s license number and type, and a copy of the State of New Mexico Preference, if applicable. A Bid submitted by an agent shall have a current Power of Attorney attached certifying the agent’s authority to bind the Bidder.

- 4.1.8 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- 4.1.9 The address, to which communications regarding the Bid are to be directed, must be shown.

4.2 BID SECURITY

- 4.2.1 Bid security, made payable to the City of Santa Fe, the “City of Santa Fe” in the amount of 5% of the total of all Item Prices shall be submitted with the Bid. Bid security shall be in the form of a Bid Bond issued by Surety licensed to conduct business in the State of New Mexico, or by certified check.
- 4.2.2 The Bid security shall be in the amount of five percent (5%) of the total of all Item Prices amount submitted, pledging that the Bidder will enter into a Contract with the City of Santa Fe in the terms stated herein and will furnish bonds covering the faithful performance of the Contract and payment of all obligations arising there under. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the Bid security shall be forfeited to the City of Santa Fe as liquidated damages, not as a penalty.
- 4.2.3 The City of Santa Fe will have the right to retain the Bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.
- 4.2.4 When the Bidding Documents require Bid security, noncompliance by the Bidder requires that the Bid be rejected.
- 4.2.5 If a Bidder is permitted to withdraw a Bid before award, no action shall take place against the Bidder or the Bid Security.

4.3 PRE-BID CONFERENCE

- 4.3.1 The City of Santa Fe shall conduct a **mandatory, virtual** Pre-Bid Conference prior to the Bid opening date stated in the Invitation for Bid.
- 4.3.2 The City of Santa Fe and consultants, as applicable, shall be represented. Prospective Bidders and Prospective Subcontractors should ask questions regarding clarification of the Bidding Documents either during the Pre-Bid Conference or by submitting a question as outlined in section 4.3.3 below. The failure of a Bidder, Subcontractor, or Vendor to make inquiries shall be interpreted to mean that the Bid Documents are clear and acceptable. Such clarity and acceptability shall be presumed with respect to all Bidders.
- 4.3.3 Questions and requests for clarification are to be presented in written form (Pre-Bid RFI) and emailed to each of the following:

Bill Huey, Engineer, Water Division, bhuey@santafenm.gov
Fran Dunaway, Chief Procurement Officer, fadunaway@santafenm.gov
Jessica Chavez, Assistant Procurement Officer, jjchavez@santafenm.gov

Responses will be written and issued electronically as Addenda. No verbal response shall be binding.

4.4 RESIDENT PREFERENCE & LOCAL PREFERENCE

INTENT AND POLICY

The City of Santa Fe recognizes that the intent of the state resident preference statute is to give New Mexico businesses and contractors an advantage over those businesses, manufacturers and contractors from outside the State of New Mexico. The underlying policy is to give a preference to those persons and companies who contribute to the economy of the State of New Mexico by maintaining businesses and other facilities within the state and giving employment to residents of the state (1969 OP. Att’y Gen. No. 69-42). The City also has adopted a policy to include a local preference to those persons and companies who contribute to the economy of the County of Santa Fe by maintaining businesses and other facilities within the county and giving employment to residents of the county.

APPLICATION-IN-STATE AND OUT OF STATE BIDDERS

With acknowledgment of this intent and policy, the preference will only be applied when bids are received from in-state and county businesses, manufacturers and contractors that are within 5% of low bids received from out-of-state businesses, manufacturers and contractors (13-1-21 (A) -1-21 (F) and 13-4-2 (C) NMSA 1978).

To be considered a resident for application of the preference, the in-state bidder must have included a valid state purchasing certification number with the submitted bid.

Thus it is recommended that in-state bidders obtain a state purchasing certification number and use it on all bids, in order to have the preference applied to their advantage, in the event an out-of-state bid is submitted. In submitting a bid, it should never be assumed that an out-of-state bid will not be submitted.

For information on obtaining a state purchasing certification number, the potential bidder should contact the State of New Mexico Taxation and Revenue Department.

All resident preferences shall be verified through the State Purchasing Office. Applications for resident preference not confirmed by the state Purchasing Office will be rejected. The certification must be under the bidder's business name submitting the bid.

NON-APPLICATION-COMPETING IN-STATE BIDDERS

If the lowest responsive bid and the next responsive bids within 5% of the lowest bid are all from the state of New Mexico, then the resident preference will not be applied and the state purchasing certification number will not be considered. To be considered an in-state bidder in this situation, the bidders must meet the definition criteria of Chapter 13-1-21 (A)(1) and Chapter 13-4-2 (A) NMSA 1978. After examining the information included in the bid submitted, the city Purchasing Director may seek additional information of proof to verify that the business is a valid New Mexico business. If it is determined by the city Purchasing Director that the information is not factual and the low responsive bid is actually an out-of-state bidder and not a New Mexico business, then the procedures in the previous section may be applied.

If the bidder has met the above criteria, the low responsive "resident" bid shall be multiplied by .95. If that amount is then lower than the low responsive bid of a "non-resident" bidder, the award will be based taking into consideration the resident preference of 5%.

APPLICATION FOR LOCAL PREFERENCE

For the purposes of this section, the terms resident business and resident manufacturer shall be defined as set out in Section 13-1-21 NMSA 1978; the term local as applied to a business or manufacturer shall mean:

Principal Office and location must be stated: To qualify for the local preference, the principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries. The business location inserted on the Form must be a physical location, street address or such. DO NOT use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.

The PREFERENCE FACTOR for resident and local preferences applied to bids shall be .95 for resident and .90 for local. The local preference for proposals shall be 1.10.

New Mexico Resident Veteran Business Preference. New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for a "resident veteran business". Certification by the NM Department of Taxation and Revenue for the resident veteran business requires the Offeror to provide evidence of annual revenue and other evidence of veteran status.

An Offeror who wants the veteran business preference to be applied to its proposal is required to submit with its proposal the certification from the NM Department of Taxation and Revenue and the sworn affidavit.

If an Offeror submits with its proposal a copy of a valid and current veteran resident business certificate, 7%, 8%, or 10% of the total weight of all the evaluation factors used in the evaluation of proposal may be awarded.

The local preference or resident business preference is not cumulative with the resident veteran business preference.

Bids for Goods and Services. When bids for the purchase of goods or services pursuant to Section 22 are received, the lowest responsive bid received from those bidders in the first category listed below shall be multiplied by the Preference Factor. If the resulting price of that bid receiving the preference is lower than or equal to the lowest bid of all bids received, the contract shall be awarded to that bidder receiving the preference. If no bids are received from bidders in the first category, or if the bid receiving the preference does not qualify for an award after multiplication by the Preference Factor, the same procedure shall be followed with respect to the next category of bidders listed to determine if the bid qualifies for award. The priority of categories of bidders is:

- (1) Local business.
- (2) Resident business.

Proposals for Goods and Services. When proposals for the purchase of goods or services pursuant to Section 23 are received, the evaluation score of the proposal receiving the highest score of all proposals from those proponents in the first category listed above shall be multiplied by the Preference Factor. If the resulting score of that proposal receiving the preference is higher than or equal to the highest score of all proposals received, the contract shall be recommended to that proponent receiving the preference. If no proposals are received from proponents in the first category, or if the proposal receiving the preference does not qualify for an award after multiplication by the Preference Factor, the same procedure shall be followed with respect to the next category of proposals listed to determine if a proponent qualifies for award.

Qualifications for Resident Preference. No resident business or manufacturer, as defined, shall be given any preference in the awarding of contracts for furnishing goods or services to the city, unless it shall have qualified with the State Purchasing Agent as a resident business or manufacturer and obtained a certification number as provided in Section 13-1-22 NMSA 1978. The certification number must be submitted with its bid for an Offeror to qualify for this preference. The Central Purchasing Office shall determine if a resident preference is applicable to a particular offer on a case by case basis.

Qualifications for Local Preference. The Central Purchasing Office shall have available a form to be completed by all bidders/proponents who desire to apply for the local preference as a local business. The completed form with the information certified by the offeror must be submitted by the bidders/proponents with their bid or proposal to qualify for this preference.

Limitation. No Offeror shall receive more than a 5% for resident and 10% for local preference pursuant to this section on any one offer submitted. A bidder may not claim cumulative preferences.

Application. This section shall not apply to any purchase of goods or services when the expenditure of federal and/or state funds designated for a specific purchase is involved and the award requirements of the funding prohibit resident and/or local preference(s). This shall be determined in writing by the department with the grant requirements attached to the Purchasing Office before the bid or request for proposals is issued.

Exception. The City Council at their discretion can approve waiving the Local Preference requirements for specific projects or on a case by case basis if it is the City's best interest to do so.

New Mexico Resident Preference Number (if applicable) L1082298544

4.5 SUBCONTRACTORS

4.5.1 The listing threshold amount for this project shall be five thousand dollars (\$5,000) or one-half of one percent of the architect's or engineer's estimate of the total project cost, not including alternates, whichever is greater. The General Contractor must list all Subcontractors who will perform work in excess of this threshold. Only one Subcontractor may be listed for each category as defined by the Contractor. The Subcontractor Fair Practice Act (13-4-31 through 13-4-43 NMSA 1978) shall apply.

The Bidder shall list on the Subcontractor Listing Form attached to the Bidding Document, all proposed Subcontractors or material suppliers for all trades or items. If the Bidder is awarded the contract, the listed Subcontractors and suppliers shall perform their trade scope of services as indicated unless a request for a change or substitution is approved by the City of Santa Fe for any reason as outlined herein. If the work is self-performed, the Prime Contractor shall list themselves on the form.

4.5.2 The City of Santa Fe shall consider any request for a change in the listed Subcontractors if the Bidder can furnish evidence of being able to perform the work in a manner more satisfactory and beneficial to both the City of Santa Fe and the Bidder by using a different Subcontractor or self-performing said work. Satisfactory reasons for a substitution may include the inability to bond or lack of evidence of being able to furnish acceptable materials on schedule. Also, if the Bidder has made a legitimate error in listing a low Subcontractor, a request for substitution, made after the Bid Opening with the City of Santa Fe's approval, will be considered. The proof of error must be conclusive, based upon the approval of said evidence by the listed Subcontractor or material supplier and/or any other confirmation satisfactory to the City of Santa Fe.

4.5.3 The Bidder shall not be listed as the supplier or as the Subcontractor for any trade unless having previously performed work of this type and shall have all required licenses and certifications to perform the work.

4.5.4 Non-compliance with the intent of the Subcontractor Listing will be grounds for considering a Bid as non-responsive.

4.5.5 Prior to the award of the Contract, the City of Santa Fe will notify the Bidder in writing if, after due investigation and written findings of fact, has reasonable and substantial objection to any person or organization on such list and refuses, in writing, to accept such person or organization. The Bidder may then optionally, (1) withdraw the Bid, or (2) submit an acceptable substitute Subcontractor with no increase in the Bid Price. In the event of withdrawal under this paragraph, Bid security will not be forfeited.

4.5.6 The successful Bidder shall, within ten (10) calendar days of notification of selection for the award of Contract for the work, submit the following information to the City of Santa Fe:

- (A) A signed list of the proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the work; and
- (B) A list signed by all Subcontractors proposed for the principal portions of the work in accordance with the Subcontractors Listing Form submitted with the Bid.

4.5.7 The successful Bidder will be required to establish, to the satisfaction of the City of Santa Fe, the reliability and responsibility of the persons or entities proposed to furnish and perform the work described in the Bidding Documents.

4.5.8 Persons and organizations proposed by the Bidder and to whom the City of Santa Fe has made no reasonable objection under the provisions of Paragraph 4.5.7 shall perform the work as indicated on the Subcontractor Listing Form and shall not be changed except with the written consent of the City of Santa Fe.

4.5.9 No successful Bidder shall be required to employ any Subcontractor, other person, or organization against whom the Bidder has reasonable objection.

4.6 SUBMISSION OF BIDS

4.6.1 Emailed bids shall be submitted by the time indicated in the Invitation to Bid and shall be submitted with the following in the email subject line: Invitation for Bid# **21/43/B**, date and time of bid opening, the name of the Bidder and their New Mexico

License number and shall be accompanied by attachments for the Bid Security, Subcontractors Listing, and other required documents listed in the Bid Documents and on the Bid Form.

4.6.2 The email shall be addressed to the following email address:

Purchasing Division
City of Santa Fe
https://www.purchasing@santafenm.gov

NOTE: The following information shall be provided in the subject line of the email: **“RESPONSE”, Invitation to Bid# (21/43/B), date and time of bid opening, the name of the Bidder and their New Mexico License number.**

4.6.3 Bids received after the date and time for receipt of Bids will be returned unopened.

4.6.4 The Bidder shall assume full responsibility for timely electronic delivery of Bids to the City’s Purchasing Division. The Bidder shall assume full responsibility for receiving a – Delivery receipt/Read receipt.

4.6.5 Oral telephonic, or telegraphic Bids are invalid and will not receive consideration.

4.7 CORRECTION OR WITHDRAWAL OF BIDS

4.7.1 A Bid containing a mistake discovered before Bid Opening may be modified or withdrawn by a Bidder prior to the time set for Bid Opening by delivering electronic written or telegraphic notice to the location designated in the Invitation for Bid as the place where Bids are to be received.

4.7.2 Bid security, if required, shall be in an amount sufficient for the Bid as modified or resubmitted in conformance with Section 4.2.

4.7.3 Withdrawn Bids may be resubmitted up to the time and date designated for the receipt of Bids, provided they are then fully in conformance with the Bid Documents.

4.7.4 After Bid Opening, no modifications in Bid Prices or other provisions of Bids shall be permitted. A low Bidder alleging a material mistake of fact which makes said Bid non-responsive may be permitted to withdraw the Bid if:

- (A) The mistake is clearly evident on the face of the Bid document; or
- (B) The Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made.

Any decision by the City of Santa Fe to permit or deny the withdrawal of a Bid on the basis of a mistake contained therein shall be supported by a determination setting forth the grounds for the decision. If withdrawal is permitted, Bid security will not be forfeited.

4.8 BRIBES, GRATUITIES, AND KICK-BACKS

4.8.1 It is illegal in the State of New Mexico for any public employee to solicit or accept anything of value in connection with award of this Bid and for any person to offer or pay anything of value to any such public employee (30-24-1 through 30-24-2, NMSA 1978).

4.8.2 Pursuant to Section 13-1-191, NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including 30-24-1, 30-23-2, and 30-41-1 through 3-41-3, NMSA 1978), which prohibit bribes, kick-backs, and gratuities and violation of which constitutes a felon. Further, the Procurement Code (13-1-28 through 13-1-199, NMSA 1978), imposes civil and criminal penalties for its violation

4.9 NOTICE OF CONTRACT REQUIREMENTS BINDING ON BIDDER

4.9.1.1 By submitting a Bid, the Bidder represents familiarity with the nature and extent of the following requirements of the Conditions of the Construction Contract (General, Supplementary, and Other Conditions).

- (A) Definitions - Sections 1.0 to 1.1;
- (B) Contract Bond Requirements - Section 4.2;
- (C) Bribes, Gratuities, and Kickbacks - Section 4.8;
- (D) Equal Employment Opportunity - Labor Standards Provisions and other listed within the Contract Documents.

4.10 REJECTION OR CANCELLATION OF BIDS

- 4.10.1 An Invitation for Bid may be canceled, or any or all Bids may be rejected in whole or in part, when it is in the best interest of the City of Santa Fe. A determination containing the reasons shall be made part of the Project file. Bid security for rejected Bids shall be returned to the Bidder.

4.11 PROTESTS

- 4.11.1 Any Bidder, Offeror, or Contractor who is aggrieved in connection with this procurement (Bid) may protest to the City Purchasing Agent and the City of Santa Fe in accordance with the requirements. The protest should be made in a timely after the facts or occurrences giving rise thereto, but in no case more than within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise thereto.
- 4.11.2 The complete procedures and requirements regarding protest are available from the Purchasing Office upon request.

4.12 COMPETITIVE SEALED BIDS

- 4.12.1 Contracts solicited by competitive sealed Bids shall require that the base Bid amount exclude the applicable state gross receipts taxes or applicable local option taxes, but that the contracting agency shall be required to pay the applicable taxes including any increase in the applicable tax which becomes effective after the date the Contract is entered into. The applicable gross receipts taxes or local option taxes shall be shown as a separate amount on each billing or request for payment made under the contract.

5.0 CONSIDERATION OF BIDS

5.1 RECEIPT, OPENING, AND RECORDING

- 5.1.1.1 Due to the COVID-19 Pandemic, there will be no public bid opening. However, all bid results, including an abstract of the amounts of the total amounts of Item Prices for public information and inspection, to the City of Santa Fe website at the following link no later than 5pm on the day the bid is due:

https://www.santafenm.gov/bid_tabulations

The City of Santa Fe shall have the right to waive any informalities or irregularities in any Bid or Bids received and to accept the Bid or Bids which are in the City of Santa Fe's best interest.

5.2 BID EVALUATION AND AWARD

- 5.2.1 It is the intent of the City of Santa Fe to award a Contract to the responsible Bidder submitting the lowest option base bid provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available and is in the best interest of the City. The unreasonable failure of a Bidder to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Bidder is not a responsible Bidder.
- 5.2.2 This Agreement is established as a source and convenience of the City. Multiple awards may be made in the best interest of the City. It is the responsibility of the Requesting Department to utilize this Agreement to the best interests of the City.
- 5.2.3 Discrepancies in the Bid Form between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

5.3 NOTICE OF AWARD

A written Notice of Award shall be issued by the City of Santa Fe after review and approval of the Bid and related documents by the City of Santa Fe Governing Body.

5.4 IDENTICAL BIDS

- 5.4.1 When two or more of the Bids submitted are identical in price and are the low Bid, the City Purchasing Agent or the City of Santa Fe may:
- (A) Award pursuant to the identical low bid provisions of the City Purchasing Manual;
 - (B) Award to a resident local business if the identical low Bids are submitted by a resident or local business and a non-resident business;
 - (C) Award to resident or local manufacturer if the identical low Bids are submitted by a resident or local manufacturer and a resident business;

- (D) Award by lottery to one of the identical low Bidders;
- (E) Make multiple awards if it is in the best interest of the City, or
- (F) Reject all Bids and re-solicit Bids or proposals for the required services, construction, or items of tangible personal property.

5.5 CANCELLATION OF AWARD

5.5.1 When in the best interest of the public, the City of Santa Fe may cancel the award of any Contract at any time before the execution of said contracts by all parties without any liability against the City of Santa Fe.

6.0 POST-BID INFORMATION

6.1 RETURN OF BID SECURITY

All Bid security in the form of checks, except those of the two lowest Bidders, will be returned immediately following the opening and checking of the Bids. The retained Bid security of the unsuccessful of the two lowest Bidders, if in the form of a check, will be returned within fifteen (15) days following the award of contract. The retained Bid security of the successful Bidder, if in the form of a check, will be returned after a satisfactory Contract bond has been furnished and the Contract has been executed

6.2 NOTICE TO PROCEED

The City of Santa Fe will issue a written Notice to Proceed to the Contractor stipulating the Contract Time start date Substantial Completion date (Contract Time, finish date), subject to valid modifications of the Contract authorized by Change Order.

6.3 FAILURE TO EXECUTE CONTRACT

Failure to return the signed Contract with acceptable Contract Bonds and Certificate of Insurance within ten (10) calendar days after the date of the Notice of Award shall be just cause for the cancellation of the award and the forfeiture of the Bid security, which shall become damages sustained. Award may then be made to the next lowest responsible Bidder, or the work may be re-advertised and constructed under Contract.

6.4 CONTRACTOR'S QUALIFICATION STATEMENT

Bidders to whom award of a Contract is under consideration shall submit information and data to prove that their financial resources, production or service facilities, personnel and service reputation and experience are adequate to make satisfactory delivery of the services, construction, or items of personal property described in the Bid Documents and form of Statement of Bidder's Qualifications.

6.5 CONTRACT BONDS REQUIREMENTS

6.5.1 The successful Bidder, where the Contract price exceeds twenty five thousand dollars (\$25,000), shall post a one hundred percent (100%) Performance Bond and one hundred percent (100%) Labor and Material Payment Bond. Bonds shall be executed on Performance Bond and Labor and Material Bond forms attached hereto, with amount payable conforming to the terms of the Contract. Surety shall be a company licensed to do business in the State of New Mexico and acceptable to the City of Santa Fe.

6.6 INSURANCE REQUIREMENTS

6.6.1 The selected Bidder shall purchase and maintain, with a company or companies licensed to do business in the State of New Mexico, Liability and Property Insurance as required by law.

6.6.2 The insurance shall be in limits not less than those stated in the enclosed Agreement Forms. The insurance limits may be greater if required by law.

6.6.3 The insurance coverage shall include workers' compensation, employers liability, comprehensive general liability (Premises Operations, independent contractual liability, explosion and collapse hazard, underground hazard, personal injury), Comprehensive automobile liability (owned and hired), excess liability (umbrella form), and all-risk builder's risk. For more specific insurance requirements refer to the enclosed Agreement Forms.

6.6.4 All insurance coverage must be maintained for the entire life of the project. Products and completed operations coverage shall be maintained for a minimum period of one (1) year after Work Order/project Substantial Completion.

6.6.5 A valid certificate of insurance must be submitted to the City of Santa Fe prior to routing the final Agreement Between City of Santa Fe and Contractor for City approval.

7.0 MINIMUM WAGE RATES

- 7.1 Pursuant to the requirements of any Contract entered into that will have a Work Order (WO) in excess of sixty thousand dollars (\$60,000) for construction is subject to the minimum wage rate determination issued by the New Mexico Department of Work Force Solutions for this project/WO.
- 7.2 The Bidder shall ensure that, in submitting a Bid for any WO in excess of \$60,000, the minimum wage rate determination, include herein, has been utilized in preparation of the Bid.
- 7.3 A summary of the City of Santa Fe Ordinance No. 2002-13, § 1 (Living Wage) was passed by the Santa Fe City Council in 2002 is attached. The proponent or bidder will be required to submit the proposal or bid such that it complies with the ordinance to the extent applicable. The recommended Contractor will be required to comply with the ordinance to the extent applicable, as well as any subsequent changes to the Ordinance throughout the term of this contract.

8.0 OTHER INSTRUCTIONS TO BIDDERS

- 8.1 Before submitting a Bid, each Bidder shall, at their own expense, make such additional investigations and tests as the Bidder may deem necessary to determine a Bid for performance of the work in accordance with the time, price, and other terms and conditions of the Bidding Documents.
- 8.2 It shall be the responsibility of the successful Bidder to secure from the New Mexico Regulations & Licensing Department, Construction Industries Division (CID) such permits or licenses required to carry out the construction.

9.0 NEW MEXICO DEPARTMENT OF WORKFORCE SOLUTIONS CONTRACTOR AND SUBCONTRACTOR REGISTRATION

- 9.1 A contractor or subcontractor that submits a bid valued at more than sixty thousand dollars (\$60,000) for a city project that is subject to the Public Works Minimum Wage Act (13-4-10 NMSA 1978) shall be registered with the New Mexico Department of Workforce Solutions. The registration number shall be provided in the bid submitted for the contractor in the space provided and for subcontractors with work proposed over \$60,000 on the subcontractor form. After the bid opening, the registration number(s) will be verified by the City and the bid will be determined to be non-responsive and disqualified if the registration number(s) appear to be not valid and the contractor does not provide proof of the required registration for itself or its subcontractors with work proposed over sixty thousand dollars (\$60,000). It is the responsibility of the contractor and the subcontractors to ensure the registration is completed prior to the bid opening.

PROCUREMENT SCOPE

(00 2400)

(00 2413) SCOPE OF BIDS

The City of Santa Fe Public Utilities Department Water Division (Water Division) wishes to establish a price agreement contract for Priority Line Replacement CIP # 3058 and work related to those systems. This procurement will be based on a vendor supplying pricing through an established cost schedule (attached). The price agreement will contain the contractor's commitment to offer services and willingness to respond 'on-call' to the requests when such requests are originated by authorized by the City of Santa Fe.

The Scope of Bids is to set the 'Unit Rate' for any work required by the Water Division in order to complete written Work Orders (WO). The work consists of completing each WO assigned. Planned main replacements are typically four (4)-inch poly-wrapped ductile iron (DI) up to 12-inch poly-wrapped DI along with required valves, fire hydrants, blow-offs, service transfers/new services, pressure reducing valves, vaults and road restoration, in accordance with the drawings, specifications, and other contract documents. The Work to install fully functioning, warrantied water utility lines includes, but is not limited to the following:

1. Installation of all specified water mains, valves, blow-offs, fire hydrants and service connections, etc..
2. Earthwork, grading and compaction for the restoring the driving surface over disturbed areas.
3. Coordination with Public Service Company of New Mexico (PNM) as required
4. Coordination with the New Mexico Gas Company as required
5. Coordination with Century Link as required
6. Coordination with New Mexico NM811 and/or contracting with utility location providers as required.
7. Coordination with the City's Water Division for periodic review of system installations.
8. Coordination with the City's Water Division as required for water main shut-off.
9. Any other related work associated with this work, as drawn and specified in the WO.
10. Provide all required materials testing.
11. Provide 12 month Contractor's warranty on installed water distribution systems/lines, parts and labor.
12. Provide Manufacturer's warranties on miscellaneous parts and labor.

The Contractor shall be responsible for adherence to the Contract Documents, Work Orders, Specifications and approved directives and Change Orders.

- The Contractor shall be responsible for State CID requirements and permit.
- The Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions before signing each WO.
- The Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.

The City of Santa Fe is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful Bidder will be required to conform to the Equal Opportunity Employment Regulations.

(00 2414) TERM

The term of this agreement shall be for one (1) year from date of award with the option to extend for a period (s) of three (3) additional years, on a year-by-year basis, and shall exceed four (4) years by mutual agreement of all parties and approval of the City of Santa Fe at the same price, terms and conditions.

**INFORMATION AVAILABLE TO BIDDERS
(00 3000)**

EXISTING CONDITIONS (00 3100)

It is the Contractor's responsibility to verify existing conditions prior to bidding.

Accessing existing utility infrastructure may require special coordination. The Contractor shall verify accessibility and take into consideration the access strategy as part of the offer. Contractor shall notify 811 before beginning any work.

BID FORMS (00 4100)

BID FORM - STIPULATED SUM (Single-Prime Contract) (00 4113)

Invitation No: BID 21/43/B
Project: Priority Line Replacement Contract, CIP 3 3058
Date of Issuance of Invitation to Bid: May 25, 2021
This Bid is submitted electronically to: PURCHASING DIVISION
CITY OF SANTA FE
<https://www.purchasing@santafenm.gov>

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Santa Fe in the form included in the Bidding Documents to perform and furnish all work as specified or indicated in the Bidding Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. The Bidder accepts all of the terms and conditions of the Invitation for Bid and Instructions to Bidders, including, without limitation, those dealing with the disposition of Bid security and other Bidding Documents. This Bid will remain subject to acceptance for 60 days after the day of Bid opening. The Bidder shall sign and submit the Agreement between City of Santa Fe and Contractor (hereinafter called Agreement) with the bonds and other documents required by the Bidding Requirements within fifteen (15) calendar days after the date of the City of Santa Fe's Notice to Award.
3. In submitting this Bid, the Bidder represents, as more fully set forth in the Agreement, that:
 - A. The Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all of which is hereby acknowledged):

No. Addendum #1	Date <u>6/8/2021</u>	No. _____	Date _____
No. Amendment #1	Date <u>5/28/2021</u>	No. _____	Date _____
No. Amendment #2	Date <u>6/8/2021</u>	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____
 - B. The Bidder has become familiar with the nature and extent of the Bidding Documents, work, site, locality, and all local condition, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.
 - C. The Bidder has carefully studied all reports and drawings of subsurface conditions which are identified in the Information Available to Bidders and accepts the determination set forth in the Information Available to Bidders of the extent of the technical data contained in such reports and drawings upon which the Bidder is entitled to rely.
 - D. The Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Bidding Documents.
 - E. The Bidder has given the City of Santa Fe's Representative written notice of all conflicts, errors, or discrepancies that have been discovered in the Bidding Documents, and the written resolution thereof by the City of Santa Fe's Representative is acceptable to the Bidder. All of this must be accomplished prior to the Bid Date.
 - F. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporations, the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; the Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and the Bidder has not sought by collusion to obtain any advantage over any other Bidder or over the City of Santa Fe. It is understood that the City of Santa Fe reserves the right to reject any or all Bids and to waive any technical irregularities in the bidding.
 - G. It is the intent of the City to award a Contract to the responsible Bidder submitting the lowest total option, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and is in the best interest of the City.

The Scope of Work together with all related work required for comprehensive, fully functioning, warranted systems and finishing includes but is not limited to the Work listed in the SCOPE OF BIDS.

Contractor shall be responsible for adherence to the Contract Documents, Construction Documents, Specifications and approved directives. Contractor shall be responsible for State CID requirements and permit.

Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions for bidding.
Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.
Contractor shall be responsible for removal and securing of any existing equipment necessary to provide for the new work in accordance with the contract documents and to re-install these items in good work condition.

The Bidder will complete future work (Work Orders) using the following bid Unit Price(s):

Bid Item	Approx. QTY.	Unit	Article and Description	Unit Price	Item Price
Construction Items					
5	35	LF	2" PVC Water Main, cip, all lengths	\$30.00	\$1,050.00
10	35	LF	4" PVC Water Main, cip, <100'	\$36.00	\$1,260.00
15	100	LF	4" PVC Water Main, cip, >100'	\$34.00	\$3,400.00
20	50	LF	6" PVC Water Main, cip, <100'	\$42.00	\$2,100.00
25	150	LF	6" PVC Water Main, cip, >100'	\$39.00	\$5,850.00
30	75	LF	8" PVC Waer Main, cip, <100'	\$48.00	\$3,600.00
35	200	LF	8" PVC Water Main, cip, >100'	\$45.50	\$9,100.00
40	35	LF	10" PVC Water Main, cip, <100'	\$52.00	\$1,820.00
45	100	LF	10" PVC Water Main, cip, >100'	\$49.00	\$4,900.00
50	50	LF	12" PVC Water Main, cip, <100'	\$66.75	\$3,337.50
55	150	LF	12" PVC Water Main, cip, >100'	\$64.50	\$9,675.00
60	50	LF	14" PVC Water Main, cip	\$79.00	\$3,950.00
65	50	LF	16" PVC Water Main, cip	\$97.00	\$4,850.00
70	50	LF	24" PVC Water Main, cip	\$100.00	\$5,000.00
75	35	LF	2" DI Water Main, cip, all lengths	\$0.00	\$0.00
80	50	LF	4" DI Water Main, cip, <100'	\$57.50	\$2,875.00
85	100	LF	4" DI Water main, cip, >100'	\$56.00	\$5,600.00
90	75	LF	6" DI Water Main, cip, <100'	\$53.00	\$3,975.00
95	250	LF	6" DI Water Main, cip, >100'	\$51.00	\$12,750.00
100	75	LF	8" DI Water Main, cip, <100'	\$60.25	\$4,518.75
105	250	LF	8" DI Water Main, cip, >100'	\$58.00	\$14,500.00
110	35	LF	10" DI Water Main, cip, <100'	\$65.00	\$2,275.00
115	100	LF	10" DI Water Main, cip, >100'	\$63.00	\$6,300.00
120	50	LF	12" DI Water Main, cip, <100'	\$78.00	\$3,900.00
125	100	LF	12" DI Water Main, cip, >100'	\$74.00	\$7,400.00
130	50	LF	14" DI Water Main, cip	\$87.00	\$4,350.00
135	50	LF	16" DI Water Main, cip	\$101.00	\$5,050.00
140	50	LF	24" DI Water Main, cip	\$159.00	\$7,950.00
145	75	LF	Extra Pay for Trench Depth, 6'-8'	\$8.00	\$600.00
150	50	LF	Extra Pay for Trench Depth, 8'-10'	\$12.00	\$600.00
155	25	LF	Extra Pay for Trench Depth, 10'-14'	\$30.00	\$750.00
160	20	CY	Rock Excavation	\$220.00	\$4,400.00
165	300	CY	Exploratory Excavation (as SDCW Approved)	\$65.00	\$19,500.00
170	75	CY	Imported Backfill (as SDCW Approved)	\$24.00	\$1,800.00
175	1,000	LB	Fitting Installation	\$4.00	\$4,000.00
180	500	LB	Fitting Insertion	\$34.00	\$17,000.00
185	25	EA	4" Retainer Ring/Bolt on Flange	\$65.00	\$1,625.00
190	50	EA	6" Retainer Ring/Bolt on Flange	\$105.00	\$5,250.00
195	50	EA	8" Retainer Ring/Bolt on Flange	\$119.00	\$5,950.00
200	20	EA	10" Retainer Ring/Bolt on Flange	\$121.00	\$2,420.00
205	20	EA	12" Retainer Ring/Bolt on Flange	\$145.00	\$2,900.00
210	20	EA	14" Retainer Ring/Bolt on Flange	\$179.00	\$3,580.00
215	10	EA	16" Retainer Ring/Bolt on Flange	\$250.00	\$2,500.00
220	25	EA	4" Joint Harness	\$40.00	\$1,000.00
225	50	EA	6" Joint Harness	\$110.00	\$5,500.00
230	50	EA	8" Joint Harness	\$120.00	\$6,000.00
235	20	EA	10" Joint Harness	\$160.00	\$3,200.00
240	20	EA	12" Joint Harness	\$180.00	\$3,600.00
245	20	EA	14" Joint Harness	\$375.00	\$7,500.00
250	10	EA	16" Joint Harness	\$410.00	\$4,100.00
255	10	CY	Concrete Thrust Blocking (as SDCW Approved)	\$250.00	\$2,500.00
260	2	EA	Tapping Sleeve w/Tap, 4" X 4"	\$1,350.00	\$2,700.00
265	4	EA	Tapping Sleeve w/Tap, 6" X 4"-6"	\$1,500.00	\$6,000.00
270	4	EA	Tapping Sleeve w/Tap, 8" X 4"-8"	\$1,800.00	\$7,200.00
275	2	EA	Tapping Sleeve w/Tap, 10" X 4" - 10"	\$2,100.00	\$4,200.00
280	4	EA	Tapping Sleeve w/Tap, 12" X 4" - 12"	\$2,300.00	\$9,200.00

285	1	EA	Tapping Sleeve w/Tap, 20" X 4" - 20"	\$4,200.00	\$4,200.00
290	1	EA	Non-Pressurized Connections, 2" line	\$1,500.00	\$1,500.00
295	1	EA	Non-Pressurized Connections, 4"-10" line	\$3,100.00	\$3,100.00
300	1	EA	Non-Pressurized Connections, 12"-20" line	\$4,100.00	\$4,100.00
305	2	EA	2" CL125 Gate Valves, cip.	\$850.00	\$1,700.00
310	2	EA	4" CL125 Gate Valves, cip.	\$1,200.00	\$2,400.00
315	5	EA	6" CL125 Gate Valves, cip.	\$1,525.00	\$7,625.00
320	5	EA	8" CL125 Gate Valves, cip.	\$1,725.00	\$8,625.00
325	1	EA	10" CL125 Gate Valves, cip.	\$2,325.00	\$2,325.00
330	2	EA	12" CL125 Gate Valves, cip.	\$2,800.00	\$5,600.00
335	1	EA	2" CL250 Gate Valves, cip.	\$700.00	\$700.00
340	1	EA	4" CL250 Gate Valves, cip.	\$1,800.00	\$1,800.00
345	10	EA	6" CL250 Gate Valves, cip.	\$1,825.00	\$18,250.00
350	3	EA	8" CL250 Gate Valves, cip.	\$2,000.00	\$6,000.00
355	1	EA	10" CL250 Gate Valves, cip.	\$3,700.00	\$3,700.00
360	1	EA	12" CL250 Gate Valves, cip.	\$4,200.00	\$4,200.00
365	1	EA	16" CL250 Gate Valves, cip.	\$6,500.00	\$6,500.00
370	1	EA	20" CL250 Gate Valves, cip.	\$16,190.00	\$16,190.00
375	1	EA	24" CL250 Gate Valves, cip.	\$23,250.00	\$23,250.00
380	1	EA	12" CL250 Butterfly Valves, cip.	\$2,800.00	\$2,800.00
385	1	EA	16" CL250 Butterfly Valves, cip.	\$4,850.00	\$4,850.00
390	1	EA	20" CL250 Butterfly Valves, cip.	\$6,600.00	\$6,600.00
395	1	EA	24" CL250 Butterfly Valves, cip.	\$9,125.00	\$9,125.00
400	5	EA	Fire Hydrant, 5' or less bury, cip.	\$3,200.00	\$16,000.00
405	2	EA	Fire Hydrant Extension, 6" or 12" length	\$700.00	\$1,400.00
410	1	EA	Fire Hydrant Extension, 18" or 24" length	\$920.00	\$920.00
415	1	EA	Fire Hydrant Remove & Relay	\$700.00	\$700.00
420	1	EA	Fire Hydrant Remove & Return	\$575.00	\$575.00
425	1	EA	2 1/4" Flush Hydrant	\$1,500.00	\$1,500.00
430	1	EA	2" Blow-Off Valve Installation	\$1,300.00	\$1,300.00
435	1	EA	2" Pressure Relief Valve, cip.	\$6,725.00	\$6,725.00
440	1	EA	3" Pressure Relief Valve, cip.	\$6,950.00	\$6,950.00
445	1	EA	4" Pressure Relief Valve, cip.	\$8,195.00	\$8,195.00
450	1	EA	6" Pressure Relief Valve, cip.	\$10,800.00	\$10,800.00
455	1	EA	8" Pressure Relief Valve, cip.	\$14,925.00	\$14,925.00
460	1	EA	12" Pressure Relief Valve, cip.	\$29,500.00	\$29,500.00
465	1	EA	Air & Vacuum Release Valve, 1"	\$2,750.00	\$2,750.00
470	1	EA	Air & Vacuum Release Valve, 2"	\$3,940.00	\$3,940.00
475	1	EA	Install City of Sante Fe Furnished Valve, Meter, 2"-4"	\$450.00	\$450.00
480	1	EA	Install City of Sante Fe Furnished Valve, Meter, 6" - 8"	\$550.00	\$550.00
485	1	EA	Install City of Sante Fe Furnished Valve, Meter, 10" - 12"	\$750.00	\$750.00
490	1	EA	Metered 2" Bypass - Vault Installation	\$3,185.00	\$3,185.00
495	20	EA	Valve Box, cip.	\$625.00	\$12,500.00
500	5	EA	Valve Box Replacement	\$775.00	\$3,875.00
505	5	EA	Valve Box Removal of Existing	\$325.00	\$1,625.00
510	3	EA	Valve Box Adjustment	\$550.00	\$1,650.00
515	1	EA	Valve Stem Extension, 0'-4' Depth	\$250.00	\$250.00
520	4	VF	Precast 4' Diameter Pit w/Lid Min. 4' Depth	\$825.00	\$3,300.00
525	8	VF	Precast 6' Diameter Pit w/Lid Min. 4' Depth	\$1,050.00	\$8,400.00
530	8	VF	Precast 8' Diameter Pit w/Lid Min. 4' Depth	\$1,075.00	\$8,600.00
535	7	CY	Cast-In-Place RCP Vault w/ Lid	\$1,025.00	\$7,175.00
540	1	EA	Prefabricated Vault, 4' X 8'	\$8,995.00	\$8,995.00
545	1	ACRE	Native Seeding	\$2,275.00	\$2,275.00
550	1	EA	Bollards (pair)	\$975.00	\$975.00
555	18	LF	4" Steel Casing	\$95.00	\$1,710.00
560	18	LF	4" PVC Casing	\$75.00	\$1,350.00

565	18	LF	14" Steel Casing	\$175.00	\$3,150.00
570	18	LF	16" Steel Casing	\$200.00	\$3,600.00
575	18	LF	18" Steel Casing	\$275.00	\$4,950.00
580	18	LF	22" Steel Casing	\$300.00	\$5,400.00
585	18	LF	26" Steel Casing	\$400.00	\$7,200.00
590	18	LF	28" Steel Casing	\$450.00	\$8,100.00
595	18	LF	30" Steel Casing	\$450.00	\$8,100.00
600	18	LF	36" Steel Casing	\$500.00	\$9,000.00
605	50	DIA-IN-LF	Bore & Jack Casing Pipe	\$40.00	\$2,000.00
610	18	LF	Open Cut Casing Pipe Installation, <6' Deep	\$39.00	\$702.00
615	25	SY	Asphalt Pavement Removal & Disposal, <2"	\$65.00	\$1,625.00
620	200	SY	Asphalt Pavement Removal & Disposal, 2"-6"	\$65.00	\$13,000.00
625	10	SY	Concrete Pavement Removal & Disposal, <2"	\$90.00	\$900.00
630	10	SY	Concrete Pavement Removal & Disposal, 2"-6"	\$95.00	\$950.00
635	50	LF	Concrete Curb and Gutter Removal & Disposal	\$25.00	\$1,250.00
640	10	SY	Concrete Sidewalk Removal & Disposal	\$30.00	\$300.00
645	50	SY	Replace City Street Pavement w/o Laydown Machine, Virgin Asphalt	\$75.00	\$3,750.00
650	50	SY	Replace City Street Pavement w/o Laydown Machine, Recycled Asphalt	\$75.00	\$3,750.00
655	50	SY	Replace City Street Pavement with Laydown Machine, Virgin Asphalt	\$75.00	\$3,750.00
660	10	SY	Replace City Street Pavement with Laydown Machine, Recycled Asphalt	\$75.00	\$750.00
665	10	SY	Replace City Street Pavement with Temporary Cold Mix	\$75.00	\$750.00
670	100	SY	Replace Non-City Street Pavement w/o Laydown Machine, Virgin Asphalt	\$75.00	\$7,500.00
675	10	SY	Place Non-City Street Pavement w/o Laydown machine, Recycled Asphalt	\$75.00	\$750.00
680	10	SY	Replace Non-City Street Pavement with Laydown Machine, Virgin Asphalt	\$75.00	\$750.00
685	10	SY	Replace Non-City Street Pavement with Laydown machine, Recycled Asphalt	\$75.00	\$750.00
690	1	SY	Replace Non-City Street Pavement with Temporary Cold Mix	\$75.00	\$75.00
695	10	SY	Replace Concrete Pavement	\$275.00	\$2,750.00
700	50	LF	Replace Concrete Curb & Guttiner	\$45.00	\$2,250.00
705	10	SY	Replace Concrete Sidewalk	\$170.00	\$1,700.00
710	10	CY	Replace Gravel Surface, 0"-2"	\$85.00	\$850.00
715	10	CY	Replace Gravel Surface, 2"-4"	\$120.00	\$1,200.00
720	150	SY	Base course/Gravel (crushed or landscape), 0'-3"	\$35.00	\$5,250.00
725	50	SY	Base course/Gravel (crushed or landscape), 3"-6"	\$45.00	\$2,250.00
730	4	EA	Service, 3/4" Single, New Main	\$1,475.00	\$5,900.00
735	2	EA	Service, 3/4" Double, New Main	\$1,775.00	\$3,550.00
740	2	EA	Service, 1", New Main	\$1,825.00	\$3,650.00
745	1	EA	Service, 1 1/2", New Main	\$3,450.00	\$3,450.00
750	1	EA	Service, 2", New Main	\$3,870.00	\$3,870.00
755	5	EA	Service, 3/4" Single, Existing Main	\$1,475.00	\$7,375.00
760	2	EA	Service, 3/4" Double, Existing Main	\$1,775.00	\$3,550.00
765	1	EA	Service, 1", Existing Main	\$1,825.00	\$1,825.00
770	1	EA	Service, 1 1/2", Existing Main	\$3,450.00	\$3,450.00
775	1	EA	Service, 2", Existing Main	\$3,870.00	\$3,870.00
780	5	EA	Service Replacement, 3/4"	\$1,475.00	\$7,375.00
785	2	EA	Service Replacement, Double 3/4"	\$1,775.00	\$3,550.00
790	1	EA	Service Replacement, 1"	\$1,825.00	\$1,825.00
795	1	EA	Service Replacement, 1 1/2"	\$3,450.00	\$3,450.00
800	1	EA	Service Replacement, 2"	\$3,870.00	\$3,870.00

805	3	EA	Meter Box Relocation/Replacement, 3/4"	\$895.00	\$2,685.00
810	1	EA	Meter Box Relocation/Replacement, 1"	\$915.00	\$915.00
815	1	EA	Meter Box Relocation/Replacement 1-1/2"	\$1,400.00	\$1,400.00
820	1	EA	Meter Box Relocation/Replacement, 2"	\$1,400.00	\$1,400.00
825	5	EA	Service Transfer, 3/4"	\$725.00	\$3,625.00
830	2	EA	Service Transfer, 1"	\$825.00	\$1,650.00
835	1	EA	Service Transfer, 1 1/2"	\$925.00	\$925.00
840	1	EA	Service Transfer at Main, 2"	\$975.00	\$975.00
845	1	EA	Retire Existing Service at Main, 3/4"-2"	\$725.00	\$725.00
850	1	EA	Retire Existing Meter Box & Setting	\$525.00	\$525.00
855	1	EA	Adjust Meter Box to Grade	\$425.00	\$425.00
860	11	EA	Service Saddle, 3/4" Tap, 4"-12" Main	\$650.00	\$7,150.00
865	4	EA	Service Saddle, 1" Tap, 4"-12" Main	\$675.00	\$2,700.00
870	3	EA	Service Saddle, 1 1/2" Tap, 4"-12" Main	\$750.00	\$2,250.00
875	3	EA	Service Saddle, 2" Tap, 4"-12" Main	\$775.00	\$2,325.00
880	100	LF	Service Tubing, 3/4"	\$31.50	\$3,150.00
885	100	LF	Service Tubing, 1"	\$33.75	\$3,375.00
890	100	LF	Service Tubing, 1 1/2"	\$44.00	\$4,400.00
895	25	LF	Service Tubing, 2"	\$53.00	\$1,325.00
900	1	EA	Air and Vacuum Valve (individual)	\$1,550.00	\$1,550.00
905	1	GROUP OF 10	Air and Vacuum Valves	\$15,500.00	\$15,500.00
910	1	EA	Automatic Flushing Valve	\$4,350.00	\$4,350.00
915	\$20,000	%	Materials Mark-Up Over Invoice		\$1,500.00
920	\$8,000	%	Traffic Control Mark-Up Over Invoice		\$1,200.00
925	1	Allow.	Street-Cut Permits	\$375.00	\$375.00
930	1	EA	Project Signs	\$450.00	\$450.00
935	10	HR	Archeological Required Delay (after 2 hrs.)	\$185.00	\$1,850.00
940	1	LS	Archeological Required Mob/Demob	\$700.00	\$700.00
EMERGENCY REPAIR					\$0.00
9000	175	HR	Supervisor's Truck with tools	\$30.00	\$5,250.00
9100	80	HR	Backhoe/Skid Steer	\$58.00	\$4,640.00
9200	8	HR	Compressor with tools	\$35.00	\$280.00
9300	16	HR	Dump Truck	\$60.00	\$960.00
9400	4	HR	Pump	\$15.00	\$60.00
9500	300	HR	Laborer	\$43.00	\$12,900.00
9600	200	HR	Pipe Fitter	\$45.00	\$9,000.00
9700	200	HR	Equipment Operator	\$58.00	\$11,600.00
9800	175	HR	Foreman	\$60.00	\$10,500.00
9900	\$5,000	%	Rental Items Mark-Up Over Invoice (multiply \$5,000 x your % for Item Price)		\$900.00
9950	\$20,000	%	Materials Mark-Up Over Invoice (multiply \$20,000 x your % for Item Price)		\$1,500.00

Total of all Item Prices (last column): \$892,448.25

Base Bid - Contractor shall be chosen based on the total of all Bid Items Item Price, as Bid, exclusive of Gross Receipts Tax:

Eight Hundred Ninety-Two Thousand Four Hundred Forty-Eight Dollars and 25/100 (\$892,448.25)
(use words)

4. The Bidder agrees that:
- A. For all "normal" Work Orders (WO) the work to be performed under the WO shall commence not later than ten (10) consecutive calendar days after the date of written Notice to Proceed. All work shall be completed by the end of the Fiscal Year (June 30), except as hereafter extended by valid written "Change Order" by the City of Santa Fe.

- B. Should the Contractor neglect, refuse, or otherwise fail to complete the work within the time specified, the Contractor agrees, in partial consideration for the award of this Contract, to pay the City of Santa Fe the amount of Two Hundred Fifty Dollars (\$250) per consecutive calendar days, not as a penalty, but as liquidated damages for such breach of the Contract.

- C. The above process shall include all labor, profit, insurance, taxes, etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the Contract Documents.

- D. It is understood that the City of Santa Fe reserves the right to reject any or all Bids and to waive any technical irregularities in the bidding.
5. The following forms and sample forms are attached to and/or required for this ITB and their completion and submittal (as required) is a condition of a responsible and responsive Bid:
- A. Bid Bond (only for the highest bid option) **(AIA Document A310 must accompany the Bid.)**
 - B. Agent's Affidavit **(This form must accompany Bid Bond.)**
 - C. Subcontractor Listing Form **(This form must accompany the Bid.)**
 - D. Non-Collusion Affidavit of Prime Bidder **(This form must accompany the Bid.)**
 - E. Non-Collusion Affidavit of Subcontractor (This form must be submitted upon Award of Contract.)
 - F. Certificate of Non-Segregated Facilities **(This form must accompany the Bid.)**
 - G. Certificate of Bidder Regarding Equal Employment Opportunity **(This form must accompany the Bid.)**
 - H. Statement of Intent to pay prevailing wages (This form must be provided within ten (10) days after NMDWS NOA.)
 - I. Affidavit of Wages Paid (This form must be provided with Construction Close-Out.)
 - J. Weekly Payroll Form (This form must be provided during Construction.)
 - K. Payroll Statement of Compliance (This form must be provided during Construction.)
 - L. Certificate of current registration with the NMDWS **(This form must accompany the Bid.)**
 - M. Certificate of City of Santa Fe Business Registration **(This form must accompany the Bid.)**
 - N. Certificate of licensure with the New Mexico Regulation and Licensing Department, CID **(This form must accompany the Bid.)**
 - O. Performance Bond (AIA Form A312-Performance Bond-2010) (Sealed original must be provided within ten (10) days after City NOA.)
 - P. Payment Bond (AIA Form A312-Payment Bond-2010) (Sealed original must be provided within ten (10) days after City NOA.)
 - Q. Project-specific Certificate of General Liability Insurance (Current COI must be provided for inclusion with recommendation for Award of Contract.)
 - R. Project-specific Workers' Compensation Insurance (Current COI must be provided for inclusion with recommendation for Award of Contract.)

If any of the above documents, listed as required to accompany the Bid, are not included, current and completed in good order, the Bid shall be deemed non-responsive.

- 6. The terms used in this Bid and the Bidding and Contract Documents which are defined in the Conditions of the Construction Contract (General, Supplementary, and Other Conditions)

- 7. If the Bidder is:

- A. AN INDIVIDUAL:

By: _____
(Individual's Name)

doing business as: _____

Business address: _____

Telephone: _____

(SEAL)

- B. A PARTNERSHIP:

By: _____
(Firm Name)

_____ (General Partner)

Business Address: _____

Telephone: _____

(SEAL)

C. A CORPORATION

By: Sub Surface Contracting, Inc.

(Corporation Name)

New Mexico

(State of Incorporation)

By: M. Suzanne Keiper

(Name of person authorized to sign)

Vice President

(Title)

If a New Mexico Corporation: NMSCC#1402676

Certificate of Incorporation No.

If a Foreign Corporation: _____
Certificate of Authority No.

Attest: _____
(Secretary)

Business address: 27 Paseo de River, Santa Fe, NM 87507

Telephone: (505) 473-1000

D. A JOINT VENTURE

By: _____
(Name)

Address: _____

By: _____
(Name)

Address: _____

Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated in the appropriate category.

Bidder must fill in the following: (If none, write none)

NM License No.: 30972 Classification: GF09, GS08, MS03

NM Taxation and Revenue CRS No.: 02104256000

City of Santa Fe Business Registration No.: 46991

NM Resident Preference Number (if applicable): L1984985520

Bid Submittal shall be electronic as indicated by the Instructions to Bidders (00 2100).

SUPPLEMENT TO BID FORMS (00 4300-4500)

BID SECURITY FORM (00 4313)

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THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we (Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and (Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of
as Surety, hereinafter called the Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of

Dollars (\$ _____),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond 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 such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party 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 _____ 19 _____

	}	<i>(Principal)</i>	<i>(Seal)</i>
<i>(Witness)</i>		<i>(Title)</i>	
	}	<i>(Surety)</i>	<i>(Seal)</i>
<i>(Witness)</i>		<i>(Title)</i>	

INSTRUCTIONS RELATING TO
LOCAL PREFERENCE CERTIFICATION FORM

1. **All information must be provided.** A 10% local preference may be available for this procurement. To qualify for this preference, an Offeror **must** complete and submit **the local preference certification form with its offer**. If an offer is received without the form attached, completed, notarized, and signed or if the form is received without the required information, the preference will not be applied. **The local preference form or a corrected form will not be accepted after the deadline for receipt of bids or proposals.**
2. **Local Preference precedence over State Preference:** The Local Preference takes precedence over the State Resident Preference and only one such preference will be applied to any one bid or proposal. If it is determined that the local preference applies to one or more Offerors in any solicitation, the State Resident Preference will not be applied to any offers.
3. **Principal Office and location must be stated:** To qualify for the local preference, the principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries. The business location inserted on the Form must be a physical location, street address or such. **DO NOT use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.**
4. **Subcontractors do not qualify:** Only the business, or if joint venture, one of the parties of the joint venture, which will actually be performing the services or providing the goods solicited by this request and will be responsible under any resulting contract will qualify for this preference. A subcontractor may not qualify on behalf of a prime contractor.
5. **Definition:** The following definition applies to this preference.

A local business is an entity with its Principal office and place of business located in Santa Fe County.

A Principal office is defined as: The main or home office of the business as identified in tax returns, business licenses and other official business documents. A Principal office is the primary location where the business conducts its daily operations, for the general public, if applicable. A temporary location or movable property, or one that is established to oversee a City of Santa Fe project does not qualify as a Principal office.

Additional Documentation: If requested a business will be required to provide, within 3 working days of the request, documentation to substantiate the information provided on the form. Any business which must be registered under state law must be able to show that it is a business entity in good standing if so requested.

LOCAL PREFERENCE CERTIFICATION FORM

ITB NO: #21/43/B

Business Name: Sub Surface Contracting, Inc.

Principal Office: 27A Paseo de River, Santa Fe, NM 87507
Street Address City State Zip Code

City of Santa Fe Business License # 46991 (Attach Copy to this Form)

Date Principal Office was established: 1980 (Established date must be six months before date of Publication of this RFP or RFB).

CERTIFICATION

I hereby certify that the business set out above is the principal Offeror submitting this offer or is one of the principal Offerors jointly submitting this offer (e.g., as a partnership, joint venture). I hereby certify that the information which I have provided on this Form is true and correct, that I am authorized to sign on behalf of the business set out above and, if requested by the City of Santa Fe, will provide within 3 working days of receipt of notice, the necessary documents to substantiate the information provided on this Form.

Signature of Authorized Individual: *Neal Keiper*

Printed Name: Neal Keiper

Title: President/Owner Date: 6/15/2021

Subscribed and sworn before me by Neal Keiper this 15, day of June, 2021

My commission expires 7/5/2022 *Reena Rosenberg*
Notary Public

SEAL  OFFICIAL SEAL
REENA ROSENBERG
NOTARY PUBLIC, STATE OF NEW MEXICO
MY COMMISSION EXPIRES 7/5/2022

YOU MUST RETURN THIS FORM WITH YOUR OFFER

RESIDENT VETERANS PREFERENCE CERTIFICATION

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

Please check one box only:

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

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

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

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

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

M. Neal Keiper 6/15/2021
(Signature of Business Representative)* (Date)

*Must be an authorized signatory of the Business.

The representation made by checking the above boxes constitutes a material representation by the business. If the statements are proven to be incorrect, this may result in denial of an award or un-award of the procurement.

SIGNED AND SEALED THIS 15th DAY OF June, 2021.

Reena Rosenberg
NOTARY PUBLIC

My Commission Expires:

7/5/2022



OFFICIAL SEAL
REENA ROSENBERG
NOTARY PUBLIC, STATE OF NEW MEXICO

MY COMMISSION EXPIRES _____

BID SECURITY FORM

Section 00420

Review and Approval: This Bond has been executed by a Surety named in the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies,” as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, United States Treasury Department.

Approved:

City of Santa Fe’s Representative or Governing Authority

DATE: _____

THIS FORM MUST BE
USED BY SURETY

AGENT'S AFFIDAVIT

BID SECURITY FORM

(To be filled in by Agent)

STATE OF _____)
) ss.)
COUNTY OF _____)

_____ being first duly sworn deposes and says:
that he is the duly appointed agent for _____
and licensed in the State of New Mexico. Deponent further states that a certain bond given to indemnify the City of Santa Fe in connection with
the construction of _____
dated _____ day of _____, 20___, executed by

contractor, as principal and _____, as surety, signed by this deponent; and
deponent further states that said bond was written, signed, and delivered by him; that the premium on the same has been or will be collected by
him; and that the full commission thereon has been or will be retained by him.

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

My Commission expires: _____

Agent's Address: _____

Telephone: _____

SUBCONTRACTOR LISTING

NOTE: A subcontractor that submits a bid valued at more than fifty thousand dollars (\$50,000) for a city project that is subject to the Public Works Minimum Wage Act 13-4-10 NMSA 1978 shall be registered with the State of New Mexico, Department of Workforce Solutions, Labor Relations, Public Works Bureau.

Section 00430

TRADE	NAME	ADDRESS	TELEPHONE#	LICENSE #	NM DEPT. OF LABOR REGISTRATION	SUBCONTRACTOR SIGNATURE – TO BE OBTAINED AFTER AWARD OF CONTRACT
N/A						

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

Section 004500

STATE OF New Mexico)
)ss.
COUNTY OF Santa Fe)

Neal J. Keiper, being first duly sworn, deposes and says that:

- 1) He is the Owner/President of Sub Surface Contracting, Inc. the Bidder that has submitted and 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, City of Santa Fe's, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with the 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 or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Santa Fe, 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, City of Santa Fe's, employees, or parties in interest, including this affiant.

By: [Signature]
Title: Owner/President

Subscribed and sworn to before me this 15th day of June, 2021.

[Signature: Reena Rosenberg]
Notary Public
My Commission expires: 7/5/2022

OFFICIAL SEAL
REENA ROSENBERG
NOTARY PUBLIC, STATE OF NEW MEXICO
MY COMMISSION EXPIRES 7/5/2022

CERTIFICATION OF NONSEGREGATED FACILITIES

Section 004600

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

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

By: Neal J. Keiper
Title: Neal J. Keiper, Owner/President

Subscribed and sworn to before me this 15th day of June, 20 21.

Reena Rosenberg
Notary Public

My Commission expires: 7/5/2022



OFFICIAL SEAL
REENA ROSENBERG
NOTARY PUBLIC, STATE OF NEW MEXICO

MY COMMISSION EXPIRES 7/5/2022

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Section 004700

INSTRUCTIONS

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

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

CERTIFICATION BY BIDDER

Bidder's Name: Sub Surface Contracting, Inc.

Address: 27A Paseo de River
Santa Fe, NM 87507

1. Bidder has participated in a previous Contract or subcontract subject to the Equal Opportunity Clause.

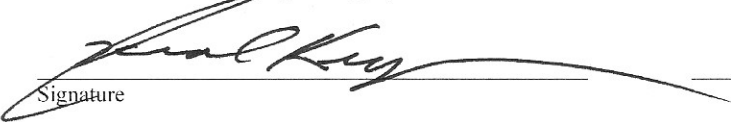
Yes No

2. Compliance reports were required to be filed in connection with such Contract or subcontract.

Yes No

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

Neal J. Keiper, Owner/President
Name and Title of Signer (please type)


Signature

June 15, 2021
Date

STATEMENT OF INTENT TO PAY PREVAILING WAGES (00 4545)

**To Be Completed Before Construction Starts
All Fields Are Required**

FORM MUST BE SENT TO THE CONTRACTING AGENCY WITHIN 3 DAY OF THE AWARD

General Contractor Information		
Company Name: Sub Surface Contracting, Inc.		
Address: 27A Paseo de River		
City: Santa Fe	State: NM	Zip: 87507
Phone: (505) 473-1000	Fax: (505) 473-1307	E-Mail: suzanne@subsurfacecontracting.com
FEIN # 85-0366718		
Estimated Start Date:	State Wage Decision Number: SF-21-0620-A	
Project Title: Priority Line Replacement Price Agreement #3059	Project Physical Address: Santa Fe, NM	
Total Contract Amount:	Estimated Completion Date:	
Print Name:	General Contractor Signature:	
Sub Contractor Information		Start date on this project:
Sub Contract Amount:		
Company Name: Not Applicable		
Address:		
City:	State:	Zip:
Phone:	Fax:	E-Mail:
FEIN #		
Print Name:	Sub Contractor Signature:	
2nd, 3rd, etc. Tier Sub-Contractor Information		Start date on this project:
Contract Amount:		
Company Name: Not Applicable		
Address:		
City:	State:	Zip:
Phone:	Fax:	E-Mail:
FEIN#		
Print Name:	Tier Signature:	

I hereby certify that the above information is correct and that all workers I employ on this public works project will be paid no less than the Prevailing Wage Rate(s) as determined by the Department of Workforce Solutions, Labor Relations Division for this project as identified by the State Wage Decision Number. I understand that contractors who violate Prevailing Wage Laws (i.e., incorrect job classification, improper payment of prevailing wages, and/or overtime, etc.), are subject to debarment procedures and shall be required to pay any back wages due to workers. (Ref. Labor Relations Division, Public Works Minimum Wage Act Policy Manual (11.1.2 NMAC) & Public Works Minimum Wage Act (13-4-11 through 13-4-18, NMSA 1978).

Neal Keiper

Contractor's Signature

6/15/2021

Date

INSTRUCTIONS FOR COMPLETING STATEMENT OF INTENT TO PAY PREVAILING WAGES (00 4545.1)

GENERAL CONTRACTOR

1. Enter general contractor information and provide signature.
2. Enter State Wage Decision Number as listed in bid documents. (Example: BE-13-0123 B)
3. Enter project title - listed in bid documents.
4. Enter project physical address - exact location of project (job site).
5. Enter estimated start & completion dates of project.
6. Enter general contractor's contract amount.
7. All Statements must be sent to the Contracting Agency.

SUB CONTRACTOR

1. Enter general contractor information, but general contractor signature is not needed.
 2. Enter sub contractor information as indicated and provide signature.
 3. Enter sub contractor contract amount.
- NOTE: A separate signed form is needed for each contractor.

2ND TIER SUB CONTRACTOR

1. Enter general contractor information, but general contractor signature is not needed.
2. Enter sub contractor information; subcontractor signature not needed.
3. Enter 2nd tier sub information and provide signature.
4. Enter 2nd tier contractors contract amount.

3RD TIER AND HIGHER CONTRACTOR

1. Attach a copy of this completed form & list the 3rd tier contractor information under the 2nd tier

NMDWS WAGE DECISION, PUBLIC WORKS PROJECT REQUIREMENTS & MINIMUM WAGE RATES SCHEDULE(S) (00 4545.2)

1.0 WAGE RATES

This project will be subject to the Minimum Wage Rates as determined by the New Mexico State Labor & Industrial Commission pursuant to Chapter 13, Section 13-14-11, NMSA 1978; unless a project will be put under Work Order for a value of \$59,999.99 or less and a Bid Bond would not be required for that project. Most projects will be submitted to the State for Wage Rates. The Wage Rates will follow the current “Type “A” – Street, Highway & Light Engineering” schedule.

A copy of a recent **Type “A” – Street, Highway & Light Engineering** decision is attached on the next page only as information for Contractor information.

This project is subject to the City of Santa Fe Minimum Wage Rate Ordinance Compliance: under Ordinance No. 2003-8, passed by the Santa Fe City Council on February 26, 2003 as well as any subsequent changes to the ordinance throughout the term of this contract.

(New Mexico State Labor & Industrial Commission Wage Rate Decision **WGD** & the current City of Santa Fe Minimum Wage Ordinance Following This Sheet)



LABOR RELATIONS DIVISION

401 Broadway NE
 Albuquerque, NM 87102
 Phone: 505-841-4400
 Fax: 505-841-4424

226 South Alameda Blvd
 Las Cruces, NM 88005
 Phone: 575-524-6195
 Fax: 575-524-6194

WWW.DWS.STATE.NM.US

1596 Pacheco St, Suite 103
 Santa Fe, NM 87505
 Phone: 505-827-6817
 Fax: 505-827-9676

Wage Decision Approval Summary

1) Project Title: Priority Line Replacement Contract
 Requested Date: 02/25/2021
 Approved Date: 02/26/2021
 Approved Wage Decision Number: SF-21-0391-A

Wage Decision Expiration Date for Bids: 06/26/2021

2) Physical Location of Jobsite for Project:
 Job Site Address: Drinking Water System for Santa Fe
 Job Site City: Santa Fe
 Job Site County: Santa Fe

3) Contracting Agency Name (Department or Bureau): CITY OF SANTA FE
 Contracting Agency Contact's Name: Bill Huey
 Contracting Agency Contact's Phone: (505) 955-4273 Ext.

4) Estimated Contract Award Date: 07/01/2021

5) Estimated total project cost: \$1,600,000.00

- a. Are any federal funds involved?: No
- b. Does this project involve a building?: No
- c. Is this part of a larger plan for construction on or appurtenant to the property that is subject to this project?: No
- d. Are there any other Public Works Wage Decisions related to this project?: No
- e. What is the ultimate purpose or functional use of the construction once it is completed?: To provide a more resilient water distribution system for the City of Santa Fe

6) Classifications of Construction:

Classification Type and Cost Total	Description
Highway/Utilities (A) Cost: \$1,600,000.00	b. The work consists of completing each Work Order (WO) assigned. Planned main replacements are typically four (4)-inch poly-wrapped ductile iron (DI) up to 12-inch DI along with required valves, fire hydrants, blow-offs, service transfers and road restoration, in accordance with the drawings, specifications, and other contract documents.



PUBLIC WORKS PROJECT REQUIREMENTS

As a participant in a Public Works project valued at more than \$60,000 in the state of New Mexico, the following list addresses many of the responsibilities that are defined by statute or regulation to each project stakeholder.

Contracting Agency

- Ensure that all contractors wishing to bid on a Public Works project when the project is \$60,000 or more are actively registered with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> (Contractor Registration) prior to bidding.
- Please submit Notice of Award (NOA) and Subcontractor List(s) to the PWAA website promptly after the project is awarded.
- Please update the Subcontractor List(s) on the PWAA website whenever changes occur.
- All sub-contractors and tiers (excluding professional services) regardless of contract amount must be listed on the Subcontractor List and must adhere to the Public Works Minimum Wage Act.
- Ninety days after project completion please go into the PWAA system and close the project. Only contracting agencies are allowed to close the project. Agents or contractors are not allowed to close projects.

General Contractor

- Provide a complete Subcontractor List and Statements of Intent (SOI) to Pay Prevailing Wages for all contractors, regardless of amount of work, to the contracting agency within 3 (three) days of award.
- Ensure that all subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> prior to bidding when their bid will exceed \$60,000.
- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.
- Confirm the Wage Rate poster, provided in PWAA, is displayed at the job site in an easily accessible place.
- When the project has been completed, make sure the Affidavits of Wages Paid (AWP) are sent to the contracting agency.
- All subcontractors and tiers (excluding professional services) regardless of contract amount must pay prevailing wages, be listed on the Subcontractor List, and adhere to the Public Works Minimum Wage Act.



LABOR RELATIONS DIVISION
121 Tijeras Ave NE, Suite 3000
Albuquerque, NM 87102
Phone: 505-841-4400
Fax: 505-841-4424

WWW.DWS.STATE.NM.US

Subcontractor

- Ensure that all subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> prior to bidding when their bid will exceed \$60,000.
- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.
- All subcontractors and tiers (excluding professional services) regardless of contract amount must pay prevailing wages, be listed on the Subcontractor List, and adhere to the Public Works Minimum Wage Act.

Additional Information

Reference material and forms may be found in the New Mexico Department of Workforce Solutions Public Works web pages at: <https://www.dws.state.nm.us/Labor-Relations/Labor-Information/Public-Works>.

CONTACT INFORMATION

Contact the Labor Relations Division for any questions relating to Public Works projects by email at public_works@state.nm.us or call (505) 841-4400.



TYPE "A" - STREET, HIGHWAY, UTILITY & LIGHT ENGINEERING

Effective January 1, 2021

Trade Classification	Base Rate	Fringe Rate
Bricklayer/Block layer/Stonemason	24.46	8.81
Carpenter/Lather	25.63	11.74
Carpenter- Los Alamos County	28.37	13.44
Cement Mason	17.42	6.81
Ironworker	27.35	17.49
Painter- Commercial	17.25	7.75
Plumber/Pipefitter	31.52	12.90
Electricians- Outside Classifications: Zone 1		
Ground man	23.74	13.16
Equipment Operator	34.06	15.94
Lineman/ Technician	40.07	17.57
Cable Splicer	44.08	18.65
Electricians-Outside Classifications: Zone 2		
Ground man	23.74	13.16
Equipment Operator	34.06	15.94
Lineman/ Technician	40.07	17.57
Cable Splicer	44.08	18.65
Electricians-Outside Classifications: Los Alamos		
Ground man	24.42	13.34
Equipment Operator	35.04	16.21
Lineman/ Technician	41.22	17.88
Cable Splicer	45.34	18.99
Laborers		
Group I- Unskilled	12.26	6.22
Group II- Semi-Skilled	12.56	6.22
Group III- Skilled	12.96	6.22
Group IV- Specialty	13.21	6.22
Operators		



Group I	19.15	6.54
Group II	20.11	6.54
Group III	20.21	6.54
Group IV	20.33	6.54
Group V	20.43	6.54
Group VI	20.62	6.54
Group VII	20.78	6.54
Group VIII	21.08	6.54
Group IX	28.80	6.54
Group X	32.15	6.54
Truck Drivers		
Group I-IX	16.67	8.27

NOTE: All contractors are required to pay **SUBSISTENCE, ZONE AND INCENTIVE PAY** according to the particular trade. Details are located in a PDF attachment at WWW.DWS.STATE.NM.US. Search Labor Relations/Labor Information/Public Works/Prevailing Wage Rates.

For more information about the Subsistence, Zone, and Incentive Pay rates, or to file a wage claim, contact the Labor Relations Division at (505) 841-4400 or visit us online at www.dws.state.nm.us.

CITY LIVING WAGE ORDINANCE AND POSTERS (00 4545.3)

28-1 LIVING WAGE.

28-1.1 Short Title.

This section may be cited as the "Living Wage Ordinance". (Ord. #2002-13, §1)

28-1.2 Legislative Findings.

The governing body of the city has determined that:

A. The public welfare, health, safety and prosperity of Santa Fe require wages and benefits sufficient to ensure a decent and healthy life for workers and their families;

B. Many Santa Fe workers earn wages insufficient to support themselves and their families;

C. Many Santa Fe workers cannot participate in civic life or pursue educational, cultural, and recreational opportunities because they must work such long hours to meet their households' most basic needs;

D. Minimum wage laws promote the general welfare, health, safety and prosperity of Santa Fe by ensuring that workers can better support and care for their families through their own efforts and without financial governmental assistance;

E. The average earnings per job in Santa Fe County is twenty-three percent (23%) below the national average and the cost of living is eighteen percent (18%) higher than the national average;

F. Housing costs in Santa Fe are much higher than in most other parts of New Mexico, and low income workers must therefore spend a disproportionate percentage of their income sheltering themselves and their families;

G. Livable wages also benefit employers and the economy as a whole by improving employee performance, reducing employee turnover, lowering absenteeism, and thereby improving productivity and the quality of the services provided by employees;

H. When businesses do not pay a livable wage, the community bears the cost in the form of increased demand for taxpayer-funded social services including homeless shelters, soup kitchens and healthcare for the uninsured. Coupled with high real estate values, low wages reduce the ability of low- and moderate-income residents to access affordable housing. As a result, the city has had to invest significant tax dollars to support affordable housing including funding to nonprofit organizations, purchasing land, building infrastructure and waiving fees. In addition, the city has allocated significant tax dollars to operate after school and summer recreation programs and to support nonprofit organizations offering an array of human services and children and youth services, all of which are needed by very low-income residents and their families;

I. It is in the public interest to require certain employers benefiting from city actions and funding, and from the opportunity to do business in the city, to pay employees a minimum wage, a "living wage", adequate to meet the basic needs of living in Santa Fe;

J. According to the 2000 Census, approximately twelve and three-tenths percent (12.3%) of the Santa Fe community lives below the poverty level; and

K. According to the New Mexico department of labor, twenty-three and one-half percent (23.5%) of Santa Feans who are employed in the nongovernmental sector earn hourly wages of ten dollars and fifty cents (\$10.50) per hour or less.

L. The governing body has reviewed the impact of previous minimum wage increases, relevant studies and other appropriate data, and finds that the city's minimum wage should be upwardly adjusted each year to keep pace with increases in the cost of living.

M. The governing body has found that limiting coverage of the minimum wage just to businesses with twenty-five (25) or more employees has hindered compliance and has created an uneven playing field among local businesses. (Ord. #2002-13, §2; Ord. #2003-8, §1; Ord. #2007-43, §1)

28-1.3 Authority of the City of Santa Fe.

This Living Wage Ordinance is adopted pursuant to the general welfare and police powers conferred upon the city of Santa Fe by §3-17-1 et seq. and §3-18-1 et seq. NMSA 1978, pursuant to the powers conferred upon the city of Santa Fe by New Mexico Constitution, Article X §§6(D) and 6 (E) and the Municipal Charter Act §3-15-1 et seq. NMSA 1978, which have been exercised by the city's adoption of its "Santa Fe Municipal Charter". (Ord. #2002-13, §3; Ord. #2003-8, §2)

28-1.4 Purpose.

The purposes of this section are:

A. To have the city of Santa Fe set an example for the public and private sectors by paying its employees a minimum wage adequate to meet the basic needs of living in Santa Fe.

B. To raise the income of low-income employees of employers who contract with the city, receive grants, subsidies or other benefits from the city or benefit from the opportunity to do business in Santa Fe. (Ord. #2002-13, §4; Ord. #2003-8, §3)

28-1.5 Minimum Wage Payment Requirements.

A. The following shall pay the minimum wage:

(1) The city of Santa Fe to all full-time permanent workers employed by the city. However, the provisions of this section are expressly limited by and subject to future union negotiations in compliance with the Fair Labor Standards Act and subsequent appropriations by the governing body in compliance with the Bateman Act;

(2) Contractors for the city, that have a contract requiring the performance of a service including construction services but excluding purchases of goods, shall pay the minimum wage to their workers and subcontractors performing work under the contract if the total contract amount with the city is, or by way of amendment becomes, equal to or greater than thirty thousand dollars (\$30,000.); and

(3) Businesses receiving assistance relating to economic development in the form of grants, subsidies, loan guarantees or industrial revenue bonds in excess of twenty-five thousand dollars (\$25,000.) to those employed by such entity for the duration of the city grant or subsidy; and

(4) Businesses required to have a business license or business registration from the city of Santa Fe and nonprofit organizations shall pay the minimum wage to their workers for all hours worked within the city of Santa Fe that month. For purposes of this paragraph, worker shall not include any person who is related by blood or by marriage to any person who may have or possess any ownership interest in the business that employs them. For purposes of identifying persons entitled to be paid the minimum wage, all individuals employed by or providing work to the business for compensation, whether on a part-time, full-time or temporary basis, during a given month shall be counted as a worker. This definition shall include contingent or contracted workers, and persons made available to work through the services of a temporary service, staffing or employment agency or similar entity. However, interns working for a business for academic credit in connection with a course of study at an accredited school, college or university or persons working for an accredited school, college or university while also attending that school, college or university, or persons working for a business in connection with a court-ordered community service program such as teen court or workers who are in an apprenticeship program in a 501C(3) organization (such as the Santa Fe Opera) shall not be counted as a worker for such purposes.

B. Beginning January 1, 2004, the minimum wage shall be an hourly rate of eight dollars and fifty cents (\$8.50). In computing the wage paid for purposes of determining compliance with the minimum wage, the value of health benefits and childcare shall be considered as an element of wages. On January 1, 2006, the minimum wage shall be increased to an hourly rate of nine dollars and fifty cents (\$9.50). Beginning January 1, 2009, and each year thereafter, the minimum wage shall be adjusted upward by an amount corresponding to the previous year's increase, if any, in the consumer price index for the western region for urban wage earners and clerical workers.

C. For workers who customarily receive more than one hundred dollars (\$100.) per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited towards satisfaction of the minimum wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted

D. Nonprofit organizations whose primary source of funds is from Medicaid waivers are exempt.

E. Staff shall contract for a study or studies to review the impact of changes made to the Living Wage Ordinance approved as Ordinance No. 2007-43 on businesses of less than ten employees and on the student drop-out rate. The study shall be presented to the governing body no later than July 1, 2009. (Ord. No. 2002-13, §5; Ord. #2003-8, §4; Ord. #2005-40; Ord. #2007-43, §2)

8-1.6 Prohibitions Against Retaliation and Circumvention.

A. It shall be unlawful for any employer or employer's agent or representative to take any action against an individual in retaliation for the exercise of or communication of information regarding rights under this section. This section shall also apply to any individual that mistakenly, but in good faith, alleges noncompliance with this section.

B. Taking adverse action against an individual within sixty (60) days of the individual's assertion of or communication of information regarding rights shall raise a rebuttable presumption of having done so in retaliation for the assertion of rights.

C. It shall be unlawful for any business or employer to intentionally circumvent the requirements of this section by contracting portions of its operation or leasing portions of its property. (Ord. #2002-13, §6; Ord. #2003-8, §5)

28-1.7 Reserved.

Editor's Note: Former subsection 28-1.7, Compliance Through Collective Bargaining Process, previously codified herein and containing portions of Ordinance No. 2002-13, was repealed in its entirety by Ordinance No. 2004-38.

28-1.8 Enforcement; Remedies.

A. *Administrative Enforcement.* The city manager, or his/her designee, is authorized, as appropriate and as resources permit, to enforce this section. The city manager is authorized to investigate possible violations of this section. Where the city manager, after a proceeding that affords a suspected violator due process, concludes that a violation has occurred, the city manager may issue orders to the employer appropriate to effectuate

the complaining person's rights, including but not limited to back pay and reinstatement. The city manager also has the power to order termination of any and all economic benefit derived by any offending party from the city and has the power to revoke the employer's business license or registration.

B. Criminal Penalty. A person violating this section shall be guilty of a misdemeanor and, upon conviction, for each offense may be subject to fines and imprisonment as set forth in Section 1-3 SFCC 1987. A person violating any of the requirements of this section shall be guilty of a separate offense for each day or portion thereof and for each worker or person as to which any such violation has occurred.

C. Other Remedies. The city, any individual aggrieved by a violation of this section, or any entity the members of which have been aggrieved by a violation of this section, may bring a civil action in a court of competent jurisdiction to restrain, correct, abate or remedy any violation of this section and, upon prevailing, shall be entitled to such legal or equitable relief as may be appropriate to remedy the violation including, without limitation, reinstatement, the payment of any wages due and an additional amount as liquidated damages equal to twice the amount of any wages due, injunctive relief, and reasonable attorney's fees and costs.

D. Nonexclusive Remedies and Penalties. The remedies provided in this section are not exclusive, and nothing in this section shall preclude any person from seeking any other remedies, penalties, or relief provided by law. (Ord. #2002-13, §8; Ord. #2003-8, §6)

28-1.9 Effect.

Nothing in this Living Wage Ordinance shall be deemed to nor shall be applied in such a manner so as to have a constitutionally prohibited effect as an ex post facto law or impairment of an existing contract within the meaning of New Mexico Constitution, Article II, §19. (Ord. #2002-13, §9)

28-1.10 Severability.

The requirements and provisions of this section and their parts, subparts and clauses are severable. In the event that any requirement, provision, part, subpart or clause of this section, or the application thereof to any person or circumstance, is held by a court of competent jurisdiction to be invalid or unenforceable, it is the intent of the governing body that the remainder of the section be enforced to the maximum extent possible consistent with the governing body's purpose of ensuring a living wage for persons covered by the section. (Ord. #2002-13, §10; Ord. #2003-8, §7)

28-1.11 Notice; Posting; and Publication.

Any business subject to the provisions of this section shall as a condition to obtaining and holding a city of Santa Fe business license or registration, post and display in a prominent location next to its business license or registration on the business premises a notice, in English and Spanish, that the business is in compliance with the provisions of this section and in particular post the text of subsections 28-1.5, 28-1.6 and 28-1.8 SFCC 1987. Failure to comply with this subsection shall be construed a violation of this section and, in addition, shall be considered grounds for suspension, revocation, or termination of the business license or registration. (Ord. #2003-8, §8)

28-1.12 Living Wage Review.

The city shall conduct a review of this section on or before July 1, 2005. In conducting said review the governing body may, at its discretion and pursuant to a duly-adopted resolution, appoint an ad hoc committee to advise and assist in making recommendations regarding this section and to investigate the economic and social effects of this section on Santa Fe. The city will contract with an independent third party to develop an evaluation that will generate objective measures on the effect of the Living Wage Ordinance on the health, security, and livelihood of Santa Feans by March 31, 2003. Data necessary for such an evaluation on Santa Fe city businesses will be compiled and presented to the governing body for their review on or before July 1, 2003. In compiling the data, consideration should be given to potential impacts on youth employment and possible recommendations that might prevent unforeseen consequences hurting children in the community. (Ord. #2003-8, §9)



City of Santa Fe Living Wage Ordinance

PURSUANT TO THE CITY OF SANTA FE
LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987
EFFECTIVE MARCH 1, 2021 ALL WORKERS WITHIN THE
CITY OF SANTA FE
SHALL BE PAID A LIVING WAGE OF

\$12.32 PER HOUR

Santa Fe's Living Wage

- 🚩 The Santa Fe Living Wage Ordinance establishes minimum hourly wages.
- 🚩 The March Living Wage increase corresponds to the increase in the Consumer Price Index (CPI).
- 🚩 All employers required to have a business license or registration from the City of Santa Fe ("City") must pay at least the adjusted Living Wage to employees for all hours worked within the Santa Fe city limits.

Who is Required to Pay the Living Wage?

- 🚩 The City to all full-time permanent workers employed by the City;
- 🚩 Contractors for the City, that have a contract requiring the performance of a service but excluding purchases of goods;
- 🚩 Businesses receiving assistance relating to economic development in the form of grants, subsidies, loan guarantees or industrial revenue bonds in excess of thousand dollars (\$25,000) for the duration of the City grant or subsidy;
- 🚩 Businesses required to have a business license or registration from the City; and
- 🚩 organizations, except for those whose primary source of funds is from Medicaid waivers.
- 🚩 For workers who customarily receive more than one hundred dollars (\$100) per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited towards satisfaction of the Living Wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.

More Information, including the Living Wage Ordinance, is available at
<http://www.santafenm.gov>
(Click on Hot Topics/Living Wage)



City of Santa Fe Living Wage Ordinance

EFFECTIVO DESDE EL DÍA PRIMERO DE MARZO DE 2021
PARA TODOS LOS TRABAJADORES QUE LABOREN
DENTRO DE LOS LÍMITES DE LA CIUDAD DE SANTA FE
EL SALARIO MÍNIMO ESTABLECIDO QUE DEBERÁ SER
PAGADO ES DE

\$12.32 POR HORA

Salario Mínimo para la ciudad de Santa Fe

- La ciudad de Santa Fe establece salario mínimo por hora.
- Desde el Marzo el incremento de salario, corresponde con el aumento en el índice de precios al consumidor (IPC).
- Todos los empleadores requieren, por ley, tener una licencia o registro de la ciudad de Santa Fe, deben pagar al menos el salario ajustado a los empleados de todas las horas trabajadas dentro de los límites de la ciudad de Santa Fe.

¿Quién está obligado a pagar el salario?

- La ciudad a todos los trabajadores a tiempo completo permanentes contratados por la ciudad;
- Contratistas para la ciudad, tiene un contrato que requiere la prestación de un servicio, pero excluyendo las compras de mercancías;
- Empresas reciben asistencia en relación con el desarrollo económico en forma de becas, subsidios, garantías de préstamos o bonos industriales de ingresos superiores a 25 mil dólares (\$25,000) para la duración de la beca de ciudad o de subvención;
- Empresas requieren contar con la licencia o el registro de la ciudad; y
- Organizaciones sin fines de lucro, con excepción de aquellos cuya principal fuente de fondos es de exenciones de Medicaid.
- Para los trabajadores que habitualmente reciben más de cien dólares (\$100) por mes en consejos o comisiones, consejos o comisiones recibidas y retenida por un trabajador serán contados como salarios y acreditados hacia la satisfacción de los salario siempre que, para los trabajadores reciben propinas, todos los consejos recibidos por estos trabajadores son retenidos por los trabajadores, salvo que se permitirá la puesta en común de consejos entre los trabajadores.

Más información, incluyendo la ordenanza del salario, está disponible en
<http://www.santafenm.gov>
(haga clic en Hot Topics/Living Wage)


AFFIDAVIT OF WAGES PAID (00 4545.4)

**AFFIDAVIT OF WAGES PAID
To Be Completed After Construction Is Complete
ALL FIELDS ARE REQUIRED
FORM MUST BE SENT TO THE CONTRACTING AGENCY**

General Contractor Information			
Company Name: Sub Surface Contracting, Inc.			
Address: 27A Paseo de River			
City: Santa Fe	State: NM	Zip: 87507	
Phone: (505) 473-1000	Fax: (505) 473-1307	E-Mail: suzanne@subsurfacecontracting.com	
Estimated Completion Date:		State Wage Decision Number: SF-21-0620-A	
Project Title: CIP#3058 Priority Line Replacement Price Agreement		Project Physical Address: Santa Fe, NM	
Print Name:		General Contractor Signature:	
			Date you completed work on this project:
Sub Contractor Information Not Applicable			
Company Name:			
Address:			
City:	State:	Zip:	
Phone:	Fax:	E-Mail:	
Print Name:		Sub Contractor Signature:	
			Date you completed work on this project:
2nd, 3rd, etc. Tier Sub Contractor Information			
Company Name: Not Applicable			
Address:			
City:	State:	Zip:	
Phone:	Fax:	E-Mail:	

Print Name: _____ Tier Signature: _____

I hereby certify that the above information is correct and that all workers I employ on this public works project were paid no less than the Prevailing Wage Rate(s) as determined by the Department of Workforce Solutions, Labor Relations Division for this project as identified by the State Wage Decision Number. I understand that contractors who violate Prevailing Wage Laws (i.e., incorrect job classification, improper payment of prevailing wages, and/or overtime, etc.), are subject to debarment procedures and shall be required to pay any back wages due to workers. (Ref. Labor Relations Division Public Works Minimum Wage Act Policy Manual (11.1.2 NMAC) & Public Works Minimum Wage Act (13-4-11 through 13-4-18, NMSA 78)).



 Contractor's Signature

6/15/2021

 Date

INSTRUCTIONS FOR COMPLETING AFFIDAVIT OF WAGES PAID

GENERAL CONTRACTOR

1. Enter general contractor information and provide signature.
2. Enter State Wage Decision Number as listed in Bid Documents. (Example: SF-21-0620-A)
3. Enter project title – listed in bid documents.
4. Enter physical address – City of Santa Fe Water system (job site(s)).
5. Enter completion date of projects.
6. All Affidavits' must be sent to the Contracting Agency

SUB CONTRACTOR

1. Enter general contractor information, but general contractor signature is not needed.
2. Enter sub contractor information as indicated and provide signature.
3. Enter sub contractor completion date.

Note: A separate signed form is needed for each contractor.

2ND, 3RD, etc. TIER SUB CONTRACTOR

1. Enter sub contractor information, subcontractor signature is not needed.
2. Enter 2nd tier sub contractor information and provide signature.
3. Enter 2nd tier contract completion date.

WEEKLY PAYROLL FORM (00 4545.5)

(This page is intentionally left blank.)

WEEKLY PAYROLL

Revised Feb/2014

General Contractor Name:		Subcontractor Name:											
Address:		Address:											
Payroll No.		Week Ending											
Phone:		Project Name											
Payroll Print Date		DAY AND DATE											
Project Location:		Phone:											
Wage Declaration No.													
Employee Name & Address	Work Classification	HOURS WORKED			TOTAL PERIOD	Hourly Rate	H/H/ Rate P'd In Benefits	Substance Pay	Gross Amt. Earned P'd	Gross Amt. All Projects	Deductions		Net Amt. Pd.
		\$	OT									With-holding	
		\$											
		OT											
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PAYROLL STATEMENT OF COMPLIANCE (00 4545.6)

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PAYROLL STATEMENT OF COMPLIANCE

Wage Decision No. : _____

I, _____ do hereby state:
 (Name of Signatory Party) (Title)

(1) that I pay or supervise the payment of the persons employed by: _____
 (Contractor or Subcontractor)
 on the _____
 (Name of Project)

that during the payroll period commencing on the _____ day of _____, 20__ and ending the
 _____ day of _____, 20__, all persons employed on said project have been paid the full weekly
 wages earned, that no deductions have been or will be made either directly or indirectly to or on behalf of said
 _____ from the full weekly wages earned by any
 (Contractor or Subcontractor)

person, other than deductions permitted by law. Anyone found in violation of the NM Public Works Minimum
 Wage Act [13-4-11 to 13-4-17 NMSA 1978] could be subject to penalties and debarment.

- (2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and
 complete; that the wage rates for laborer or mechanic conform with the work he performed.
- (3) That any apprentice(s) employed in the above period are duly registered in a bona fide apprenticeship program
 registered with the State Apprenticeship agency recognized by the Bureau of Apprenticeship & Trng., US Dept.
 of Labor, or properly enrolled in a bona fide training program approved for application on public works construction
 projects by the appropriate state (SAC) and/or federal agency(ies) (BAT) if and as required by law & applicable
 federal regulation.

(4) FRINGE BENEFITS: (Please Spell Out Any/All Acronyms)

___(a) ARE PAID TO APPROVED PLAN, FUND, OR PROGRAM in addition to the basic hourly wage rates
 paid to each laborer or mechanic listed in the above-referenced payroll, payments of fringe benefits as
 listed in the contract have been or will be made to appropriate program for the benefit of such employees.

If paid to an approved plan, fund, or program, please fill out name of program w/fringe breakdown per hour below:

Name of Program Used for Fringe Benefits:				
Pension =	Health/Welfare =	Holiday/Vac. =	Life Ins. =	Training* =
<small>(If additional space is needed for more programs/fringe breakdowns, please attach a separate page.)</small>				

FRINGE BENEFITS :

1. Pension
2. Health/Welfare
3. Holiday/Vacation
4. Life Insurance
5. Training (not Apprenticeship) *

FRINGE BREAKDOWN SAMPLE:

Fringe Benefit:	Amount:
401(K) Plan	\$8.98/hr.
Vacation	\$2.23/hr.

- ___(b) **Paid to Union Program** - If paid to a Union and fringe benefits differ from employee to employee, and/
 or job contract, please provide fringe breakdown for each employee and attach copy of Union contract.
- ___(c) ARE PAID IN CASH, each laborer or mechanic listed in the above-referenced payroll has been paid as
 indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus
 the amount of the required fringe benefits as listed in the contract.

Section 13-1D-1 to Section 13-1D-8, NMSA 1978 provides for employers to agree to make contributions to
 approved apprentice & training programs in New Mexico in which the employer is a participant to the public
 works apprentice and training fund administered by the Public Works Bureau of the Labor & Industrial Division
 of the New Mexico State Department of Labor. Contributions shall be made in the same manner and in the same
 amount as apprentice and training contributions required pursuant to wage rate determinations made by the
 Labor & Industrial Division Director.

APPRENTICESHIP CONTRIBUTIONS: (Please check applicable blank)

___ Check paid to: NM Public Works Apprenticeship & Training Fund - Public Works Bureau, Labor & Industrial Div.

___ Check paid to: _____
 (Name & address of approved Apprenticeship & Training Program (Program No.)

Print Name of Certifying Official: _____ Signature of Certifying Official: _____ Title & Phone No.: _____ Date: _____

The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or
 criminal prosecution. See Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

Revised April/2008

AGREEMENT FORMS
(00 5200)

Item# _____
Munis Contract# _____

CITY OF SANTA FE

PRIORITY LINE REPLACEMENT
PRICE AGREEMENT, CIP # 3058
REQUEST FOR BIDS ONLY

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and _____, hereinafter referred to as the Contractor, and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the following work:

1) The Contractor shall perform all the work required by Water Division as required in the Contract Documents for Priority Line Replacement Contract. The work consists of, but is not limited to furnishing all equipment, labor and materials for the construction and repair of water mains, valves, hydrants, metered water service lines and settings, pressure reducing valves, vaults, and other incidental work such as pavement removal and replacement, traffic control all as required to extend, replace or repair water distribution, water storage, and water supply infrastructure, in accordance with the drawings, specifications, and other Contract Documents. All water piping shall be new, poly-wrapped ductile iron, unless otherwise specified.

2) The Contractor shall be responsible for verifications of all measurements and dimensions for bidding on each subsequent Work Order.

3) The Contractor shall provide and keep at the work site a complete "as built" record set of drawings that shall be corrected daily and shall show every change from the original approved drawings and specifications. These changes shall be forwarded to City periodically. The drawings shall reflect exact and actual "as-built" conditions of construction, installation, and erection as it progresses. Where drawings are not adequate to show "as built" conditions. Contractor shall prepare sketches which delineate the necessary "as built" information. City shall furnish two (2) sets of all paper "blue-line" print "approved" drawings for use in accomplishing specified mark up. Final "as built" drawings shall be delivered to City by Contractor upon completion of the work.

4) The Contractor shall be responsible for maintaining traffic control at the site in conformance with the Manual on Uniform Traffic Control Devices.

5) The Contractor shall be responsible for all permits, fees, and State and City inspections associated with the construction.

6) Incorporation by Reference. All exhibits, addenda, schedules of ITB 21/XX/B attached hereto and all certificates, work order documents, drawings, as-builts and other instruments contemplated to be delivered hereunder are hereby expressly made a part of this Agreement as fully as though set forth herein, and all references to this Agreement herein or in any of such writings shall be deemed to refer to and include all of such writings. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. If there is any conflict between such exhibits or addenda and the terms of this Agreement, such exhibits or addenda shall control.

2. Compensation.

A. The total amount payable to the Contractor under this Agreement, excluding/including gross receipts tax and expenses, shall not exceed (_____) for the term of this Agreement.

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at a rate of _____dollars (\$_____) in (FY21) through (FY22) The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (_____) shall be paid by the City to the Contractor.

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at a rate of _____dollars (\$_____) in (FY22) through (FY23) The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (_____) shall be paid by the City to the Contractor.

3) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at a rate of _____dollars (\$_____) in (FY23) through (FY24) The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (_____) shall be paid by the City to the Contractor

4) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at a rate of _____dollars (\$_____) in (FY24) through (FY25) The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (_____) shall be paid by the City to the Contractor

B. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after

the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2025** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. 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. Except as otherwise allowed or provided under this Agreement, the City sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's receipt of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate

immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Construction Contract Performance and Payment Bond.

A. When a construction contract is awarded in excess of twenty-five thousand dollars (\$25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

(1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

(2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars (\$125,000) or more.

8. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

9. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve

the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

10. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

11. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

12. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest: Governmental Conduct Act.

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 13 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in

writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Change Orders.

A. Changes. The Contractor may only make changes or revisions within the Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

- 1) Deliverable requirements, as outlined in the Scope of Work;
- 2) Due date of any Deliverable, as outlined in the Scope of Work;
- 3) Compensation of any Deliverable, as outlined in the Scope of Work;
- 4) Agreement compensation, as outlined in Article 2; or
- 5) Agreement termination, as outlined in Article 4.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:

- (a) the name of the person requesting the change;
- (b) a summary of the required change;
- (c) the start date for the change;
- (d) the reason and necessity for change;
- (e) the elements to be altered; and
- (f) the impact of the change.

2) The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

16. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil

and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

18. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

20. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

21. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

22. Other Insurance

If the Services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured,

A. Commercial General Liability insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad Contractual Liability coverage and be endorsed to name the City of Santa Fe, their officials, officers, employees and agents as additional insureds.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

23. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

24. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, **damages, attorneys' fees and all other liabilities and expenses** of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

26. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

27. Enforcement of Agreement.

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

28. Notices.

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

To the City:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87505

To the Contractor:

29. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:

ALAN WEBBER, MAYOR

NAME AND TITLE

DATE: _____

DATE: _____

CRS#
Registration #

ATTEST:

KRISTINE BUSTOS MIHELICIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

[Marcos Martinez \(May 17, 2021 08:11 MDT\)](#)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

5050395 .572970

Org. Name/Org#

CONSTRUCTION BONDS, CERTIFICATES AND NOTICES
(00 6100- 00 6200)

PERFORMANCE BOND

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THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. _____

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

CITY OF SANTA FE

P. O. BOX 909

SANTA FE, NEW MEXICO 87504-0909

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond:

None

See Page 6

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature:

Name and Title:

Signature:

Name and Title:

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY — Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

PAYMENT BOND

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