

City of Santa Fe
Invitation to Bid

General Construction Services

ITB # 23/10/B

**NIGP Commodity Code: 90900, 90922, 90924, 91223, 91336, 91361, 15500, 33000, 54500,
80100, 96200 ,96800**

Bid Due Date and Time: October 17, 2022, at 2:00PM MST/MDT

Bidder MUST complete as applicable and sign the following in order for the Invitation to Bid (Bid) to be valid (type or print clearly):

Company Name: _____ Address: _____
dba (if applicable): _____
Co. Email: _____
Co. Phone No.: _____
NM Gross Receipts Tax # (CRS) _____ Federal Tax ID # _____

Payment terms: _____ (e.g., Net 30. Discount will not be considered in computing the low bid, see “Terms and Conditions”)

F.O.B. Point must be Destination, unless otherwise indicated in the Invitation to Bid.

Contractor’s Delivery: _____ (May be considered in the award)

Authorized Signature: _____ Print or type name: _____
Signatory Email: _____ Phone No: _____

* It is your responsibility as a bidder to ensure your bid is correct and accurate.

No amendment will be issued later than three (3) days prior to the date for receipt of bids, except an amendment withdrawing the bids or one which includes postponement of the date for receipt of bids.

If applicable, Bidder acknowledges receipt of the following amendment(s):
Amendment No. ____ Dated: _____ Amendment No. ____ Dated: _____

Bids are subject to the “Terms and Conditions” shown on the attached pages of this document, and any additional bidding instructions or requirements. NOTE: if you decide not to bid, do not return this document.

Terms and Conditions

(Unless otherwise specified)

1. **General:** When the City of Santa Fe's Chief Procurement Officer (CPO) or his/her designee approves a purchase document in response to the bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **City Furnished Property:** City furnished property shall be returned to the City upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
4. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.
5. **Inspection:** Final inspection and acceptance will be made at the destination. Tangible Personal Property (goods) rejected at the destination for nonconformance with specifications shall be removed at the Contractor's risk and expense, promptly after notice of rejection.
6. **Commercial Warranty:** The Contractor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Contractor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. **Contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
7. **Taxes:** Price shall not include State gross receipts tax or local option tax. Such tax or taxes shall be added at time of invoicing at current rate and shown as a separate item to be paid by the requesting Department.
8. **Packing, Shipping, and Invoicing:**
 - a. The City's purchasing document number and the Contractor's name, requesting Department's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The requesting Departments' count will be accepted by the Contractor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Contractor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the requesting Department and NOT to the City Chief Procurement Officer.
10. **Non-Collusion:** In signing this bid the Contractor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the CPO or his/her designee.
11. **Nondiscrimination:** Contractor doing business with the City must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).
12. **Penalties:** 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 bribes, gratuities, and kickbacks.
13. **Payment Provisions:** All payments under this Agreement are subject to the following provisions.
 - A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

14. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

15. **Workers' Compensation:** The Contractor agrees to comply with State laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

16. **Contractor Personnel:** Personnel proposed in the Contractor's written bid to the requesting Department are considered material to any work performed under this Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the requesting Department. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The requesting Department shall retain the right to request the removal of any of the Contractor's personnel at any time.

17. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this 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 requesting Department and the City. The Requesting Department shall have the right to audit billings, both before and after payment. Payment for services under this Agreement shall not foreclose the right of the requesting Department to recover excessive or illegal payments.

18. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

Important Bidding Information

Submission of Bid: Due Date – October 17, 2022, at 2:00 P.M. (MST/MDT) at which time the sealed Bids will be recorded as received and opened.

The Bid is to be delivered to:

Submissions of all Invitation to Bids must be accomplished via email to: purchasing_ib@sanfem.gov.

All Bids received after the due date and time will be rejected and returned unopened.

BID OPENING: The Bid opening will be accomplished through a Zoom meeting as follows:

Topic: General Construction

Time: Oct 17, 2022, 02:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://sanfem.gov.zoom.us/j/82295078800?pwd=d0dIc1VSazl0NkhpUXY1VGhtRmtxUT09>

Meeting ID: 822 9507 8800

Passcode: 114499

One tap mobile

+12532158782,,82295078800#,,,,*114499# US (Tacoma)

+13462487799,,82295078800#,,,,*114499# US (Houston)

Dial by your location

- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 669 444 9171 US
- +1 669 900 6833 US (San Jose)
- +1 719 359 4580 US
- +1 386 347 5053 US
- +1 564 217 2000 US
- +1 646 931 3860 US
- +1 929 205 6099 US (New York)
- +1 301 715 8592 US (Washington DC)
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)

Meeting ID: 822 9507 8800

Passcode: 114499

Find your local number: <https://santafenm-gov.zoom.us/j/82295078800>

Accommodations: If you are an individual with a disability and you require accommodations such as a hearing interpreter to attend our bid openings, please contact the Central purchasing Office at least five (5) working days prior to the scheduled bid opening.

Any inquiries or requests regarding clarification of this solicitation shall be submitted to the Central Purchasing Office in writing.

Contact information is:

Kathy Sanchez

Email: purchasing_itb@santafenm.gov

Bidders may contact ONLY the Central Purchasing Office regarding the terminology stated in the solicitation.

Other City employees do not have the authority to respond on behalf of the City.

Bidders shall promptly notify the Central Purchasing Office of any ambiguity, inconsistency, or error which they may discover upon examination of the bid. Any response made by the City will be provided in writing to all contractors by addendum, no verbal responses shall be authoritative.

All Bidders must notify the Central Purchasing Office if any employee(s) of the requesting Department or the office of Chief Procurement Officer have a financial interest in the Bidder:

No financial interest **Yes financial interest**

If yes specify by name: _____

Rejection of Bids: The CPO or his/her designee shall have the right to reject any or all bids, and in particular to reject a bid not accompanied by the data required by this bidding document, or a bid which is in any way incomplete or irregular.,

Brand Name or Equal: Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to restrict competition. "No substitute" specifications may be authorized ONLY if required to match existing equipment.

If bidding "equivalent" bidders must be prepared to furnish "complete data" upon request, preferably with bid, to avoid delay in award.

Prohibit Bidding: If any Bidder is of the opinion that the specifications as written preclude him from submitting a bid on this ITB, it is requested that his opinion be made known to the CPO or his/her designee, in writing, at least seven (7) days prior to the bid opening date.

Responsible Bidder: Bidders must, upon request of the CPO or his/her designee, provide information and data to prove that the financial resources, production of service facilities, service reputation and experience are adequate to make satisfactory delivery of the materials and/or services. The CPO or his/her designee reserves the right to require a Bidder to furnish a Performance Bond prior to award, where the Bidder is unable to furnish the required information or data, or for other reasons which would insure proper performance by the Bidder.

Samples: Unless otherwise indicated in the bid specifications, samples of the items, when required, shall be free of expense to the City. Samples not destroyed or mutilated in testing will be returned upon request, at Bidders expense. Each sample must be labeled to clearly show the bid number and item number that it pertains to. Unsolicited bid samples or descriptive literature, which is submitted at the Bidder's risk, will not be returned.

Awards

Determination of Lowest Bidder – Following determination of product acceptability, if any is required, bids will be evaluated to determine which Bidder offers the lowest cost to the City in accordance with the specifications and terms & conditions set forth in the Bid. The City reserves the right to award this Bid in total; by groups of items; on the basis of individual items; any combination of these which could result in a multiple award; or as otherwise specified in bid specifications; whichever, in his/her judgment, best serves the interest of the City.

The CPO or his/her designee shall have the right to waive technical irregularities, and to award to the Bidder whose bid is deemed to be in the best interest of the City.

Special Notice – To preclude any possible errors and/or misinterpretations, bid prices must be affixed legibly in ink or typewritten. Corrections or changes must be signed or initialed by Bidder prior to the scheduled bid opening; failure to do so will be just cause for rejection of bid.

Bids may be withdrawn upon receipt of written request, prior to scheduled bid opening for the purpose of making any corrections and/or changes; such corrections must be properly identified and signed or initialed by Bidder. Resubmittal must be prior to scheduled bid opening for consideration.

After bid opening, no modifications on bid prices or other provisions of bid shall be permitted. A low Bidder alleging a material mistake of fact after bids have been opened may be permitted to withdraw the bid upon written request prior to award at the discretion of the CPO or his/her designee.

F.O.B. Destination – Means goods are to be delivered to the destination designated by the requesting Department which is the point at which the requesting Department accepts ownership or title of the goods. Laws of New Mexico specifically prohibit acceptance of ownership of goods in transit. Any exception to F.O.B. Destination may cause bid to be declared nonresponsive.

Orders:

Under the terms and conditions of this Agreement the City may issue orders for items described herein. The terms and conditions shall form a part of each order issued hereunder.

The items to be ordered shall be as listed in the Price Schedule. All orders issued hereunder will bear both an order number and the Purchase Order Number.

Only written signed orders are valid.

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under the Price Schedule. Orders issued against this schedule will show the applicable item(s), number(s), and price(s); however, they may not describe the item(s) fully.

The prices quoted herein represent the total compensation to be paid by the City for the goods provided including any and all labor, equipment, tools, materials, taxes, permits, licenses, or other costs necessary to complete the services or goods provided.

Shipping and Billing Instructions

Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the requesting Department may place with the Contractor during the term; The Contractor shall enclose a packing

list with each shipment listing the order number, Agreement number and the commercial parts number (if any) for each item; delivery shall be made as indicated by the requesting Department. If contractor is unable to meet stated delivery the CPO or his/her designee must be notified.

Specifications

The City of Santa Fe wishes to establish a City-wide Price Agreement for on-call general construction services work by New Mexico licensed contractors to provide miscellaneous repairs, upgrades, improvements, new construction services and material for facilities and properties throughout the City of Santa Fe, Buckman Direct Diversion and Solid Waste Management Authority.

The Requesting Department shall provide, at a minimum, a detailed scope of work and/or drawings, generally defining the electrical work required for the project. The Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions for bidding.

The award of this Price Agreement is without assurance of quantity or dollar amount of work to be performed.

Contractors shall have the technical staff to perform diagnostic services and provide professionally prepared, stamped drawings, if needed, to obtain installation or construction permits. The Contractor is responsible for obtaining all required licenses, fees and permits required to perform the work. Contractor shall be responsible for any applicable Local, County, State and Federal requirements and permits including, but not limited to, the City of Santa Fe's Stormwater Pollution Prevention Program and Stormwater BMPs.

The City of Santa Fe Facilities Division shall be able to utilize this On-Call Contract as needed and as funding is available. All other City of Santa Fe staff, BDD and SWMA will only be authorized to utilize this On-Call Agreement with prior, written approval of the scope of work, from the Facilities Division Director, before commencing any work.

Term:

The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period of two (2) additional years, on a year-to-year basis, by mutual agreement of all parties at the same price, terms and conditions. This Price Agreement shall not exceed three (3) years. Per NMSA 1978 §13-1-154.1, the cap of three million dollars (\$3,000,000), including all renewals, is effective for the totality of this agreement. A One million (\$1,000,000) dollar cap is effective for each Contractor's Purchase Orders within the Price Agreement.

Insurance:

The Contractor shall provide all insurance necessary for its employees on the project, including, but not limited to, Workman's Compensation Insurance. The Contractor agrees to comply with City and state laws and rules pertaining to Worker's Compensation Insurance coverage for its employees. If the Contractor fails to comply with the Worker's Compensation Act and applicable rules, when required to do so, this Price Agreement will be cancelled immediately.

It is specifically agreed between the parties executing this Price Agreement that it is not intended by any of the provisions of any part of the Price Agreement to create the public or any member hereof a third party beneficiary or to authorize anyone not a party to the Price Agreement to maintain a suit for wrongful death, bodily and/or personal injury to persons, damage to properties and/or other claims whatsoever pursuant to the provisions of this Price Agreement.

Wage Rates:

All work covered by this Invitation to Bid shall be in accordance with applicable City and state laws and is subject to the minimum wage rate determination issued by the Department of Workforce Solutions (DWS), if applicable.

A wage rate decision is required by the Public Works minimum Wage Act for construction, demolition or renovation purposes on projects costing sixty thousand dollars (\$60,000) or more. The Contractor agrees to comply with the current prevailing wage rate schedule when applicable. For current wage rates or for additional information, visit: <http://www.dws.state.nm.us> . The requesting Department will request a wage rate determination from the DWS for each project that is \$60,000 or more.

When submitting a quote for a specific project valued at more than sixty thousand dollars (\$60,000) for any portion of a public works project that is subject to the New Mexico Public Works Act, the Contractor is required to be registered with the Labor and Industrial Division of the Department of Workforce Solutions prior to submitting its quote. The requesting Department may reject any quote that fails to provide a Public Works registration number for the prime Contractor and all other listed Contractors or subcontractors.

Bonding:

A one hundred percent (100%) performance bond and a one hundred percent (100%) payment and material bond executed by a surety company authorized to do business in the State of New Mexico will be required of the Contractor prior to each project over twenty-five thousand dollars (\$25,000). Said bonds must be provided to the requesting Department. Failure to comply shall result in the order being issued to another vendor and the difference in the cost being charged back to the awarded Contractor.

Other:

All work shall be in accordance with applicable City and state laws, the International Building Code (IBC) and the New Mexico building codes. The Contractor shall be responsible for all permits associated with this work as required by the governmental Authority Having Jurisdiction (AHJ).

All work shall be in strict compliance with the national and state building mechanical, plumbing and electrical codes including SMACNA, and ASHRAE standards.

Contractors shall be capable of providing all coordination, supervision and services required for comprehensive general building construction, renovations, upgrade and improvement projects and to provide new construction services including incidental design. The scope of an individual project may include equipment, fixtures and furniture whether attached or not to the building. It can include site and utility work, landscaping, parking lot, minor road/bridge work, building construction, remodel, renovation, painting, staining, plastering, stucco, backfill services, digging, ditching, road grade, rock stabilization, parking lot, concrete, and pour in place and form place finish. The utility work can include building power systems such as solar panels, geothermal systems, water sourcing systems, water treatment and waste disposal/treatment systems. It may also include demolition and abatement projects. Identification and abatement of asbestos containing materials (ACM) may be performed under separate contracts. It can include security and other low voltage installations with related controls and equipment.

All material shall be new and of the highest quality available for the type of work being performed.

The requesting Department reserves the right to purchase materials directly from existing Statewide Price Agreements and other sources, and to provide these materials to the Contractor. The Contractor shall provide an itemized, quantifiable list of materials required for the project.

If the Contractor is requesting reimbursement for materials used on the work, copies of the invoices for the materials must be included when submitting invoices/pay applications. The Contractor may NOT add markups for the materials purchased.

The requesting Department reserves the right to procure specialty services directly from Statewide Price Agreements and other sources to provide to the awarded Contractor. Specialty services provided from Statewide Price Agreements and other sources shall be coordinated by the Contractor.

The requesting Department reserves the right to obtain quotes from multiple vendors covered under this Price Agreement and award a project to a contractor based on the quotes.

The requesting Department reserves the right to provide an escort and/or full-time supervision of the Contractor and its employees during any or all phases of a project, should the requesting Department feel it is in its best interest to provide these extraordinary security services.

The requesting Department reserves the right to escort any or all employees of the Contractor off its property, for any inappropriate conduct or actions that jeopardize the safety, security or wellbeing of the facility or any individual. Inappropriate behavior by the Contractor, its employees or subcontractors may be grounds for immediate removal from this Price Agreement. Any employee of the Contractor found in violation of any law, while on the requesting Department's property, will be prosecuted.

Contractor:

No person shall act as a Contractor without a license issued by the Construction Industries Division (CID), classified to cover the type of work to be performed. No bid on a contract shall be submitted unless the Contractor has a valid Contractor's license issued by the CID to bid and to perform the type of work to be undertaken, as set forth in §60-13-12, NMSA 1978.

Safety shall be of main concern and enforced by the Contractor on site and will be periodically inspected by the City's qualified safety personnel. The Contractor shall comply with all local, state and federal laws governing safety, health and sanitation. The on-site superintendent shall always have a minimum OSHA 10 and preferably OSHA 30 card with them when on the jobsite. The requesting Department shall not in any way be responsible for any fines set forth for such violations of codes, OSHA standards or any other governing agency having jurisdiction at the work site. The Contractor shall provide all needed safeguards, safety devices, protective equipment and take any actions necessary to protect the life and health of employees on the job; the safety of the public and to protect the property of the requesting Department in connection with the performance of the work covered by this price Agreement.

All personnel working on the project and providing these services shall be experienced and certified in all areas related to this work and required by this Price Agreement. Journeymen level personnel shall have the ability and necessary skills to diagnosis problems and to make the appropriate decisions needed to provide these services.

The Contractor shall follow the Occupational Safety and Health Act (OSHA) 29 CFR 1910.147 Standard pertaining to "Lockout/Tagout" procedures for hazardous energy.

The Contractor shall agree to provide required labor within 24 hours for emergency situations.

Contractor's price shall include labor costs, permits, overhead, profit, insurance, equipment, tools and any other fees required to successfully complete the work requested. The Contractor shall be capable of providing a work force with supervision, adequate to perform work for a forty (40) hour work week during normal working hours with the option of working non normal or overtime hours if required. The Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with their work.

Replacement systems and related equipment shall meet current minimum "Energy Star" energy conservation standards.

Subcontracting of work is allowed and shall have prior approval by the requesting Department. Subcontractors shall have the appropriate current valid Contractor's licenses for their work. Proof of licenses shall be furnished upon request.

There will be **NO** markups allowed for adding subcontractor costs or to cover general conditions (administrative costs and other related expenses) allowed on any of the quotes issued pursuant to this Price Agreement. If a subcontractor is hired for the project the reimbursement must be at actual cost of the subcontractor's cost. The cost of the subcontractor will be added at time of invoicing as a separate item to be paid by the department.

Furnishing of submittal date for any/all new equipment and materials as well as O&M's is required. Training of site personnel for the proper operation of newly installed equipment/systems and its related controls will be required for completion. This training will be acceptable to the person in charge of the facility and/or the City's Project manager in charge of the project.

The Contractor shall provide all protective coverings necessary to protect existing, adjacent finishes while performing its work. If any damage is encountered during the contractor's work, the contractor will be held responsible for repairing any damage done by his employees, subcontractors and vendors. The Contractor shall restore any damage to existing and/or

adjacent finishes damaged while performing work and to make new work inconspicuous with the existing adjacent finishes.

The Contractor and its employees agree to cooperate with and to abide by the rules and requirements of the Requesting Department to not interfere with the daily operations of the Department or to jeopardize the health, safety or welfare of the employees or general public conducting business with the Department.

Clean Up and Storage:

- A. The Contractor will provide off-site legal disposal of all waste products, trash, and debris. Requesting Department's trash receptacles will not be used by the Contractor. Sanitary facilities will "not" be available at the job site. Contractor shall be responsible for the provision and maintenance of portable toilets.
- B. The Contractor, on a daily basis, shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Work, the Contractor shall remove the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials and shall then thoroughly clean the premises and the site to the Requesting Department's satisfaction.
- C. Materials or equipment shall be delivered to the project in the manufacturer's original sealed, labeled containers and shall be adequately protected against moisture, dust, tampering or damage from improper handling or storage. Materials shall not be delivered to the site before they are needed.
- D. Storage of materials and construction equipment shall be coordinated with the Requesting Department.

Task Order:

The Contractor shall be required to provide On-Call General Construction Services for any number of the activities listed under Scope of Work upon the request of the City. When a service is identified, the Requesting Department shall provide, at a minimum, a detailed scope of work and/or drawings defining work required. Each project will be individually described in a "Task Order". The Task Order will describe the scope of work, the duration of the project with the date of Substantial Completion and if there are liquidated damages for not meeting the date of substantial completion. The date of Substantial Completion is the date when the space can be occupied or the Work used/operated and is turned over to the User Agency. Final completion is the date when the project is totally complete, the punch list work complete and the Contractor's final pay application/invoice is approved. The terms and conditions of the Contractor's Price Agreement will apply to all Task Orders.

Upon receiving the City's Task Order, the Contractor shall promptly visit the site and compare the requesting Department's scope of work and/or drawings to the existing conditions and provide all services called for in addition to the requirements set forth in this Price Agreement. The Contractor will be required to provide a written quote (based upon the rates submitted in the Bid Form) and cost summary to include the work to be performed and the amount of time required for the completion of the project and submit to the requesting Department at no cost to the Department. Project schedules, negotiated price, and completion dates shall be determined on a project-by-project basis and dependent upon the urgency of that task.

If any equipment or building system cannot be economically repaired or has reached the end of its life cycle, the Contractor shall justify with costs and other information the need for replacement. If replacement is recommended, the Contractor will provide written justification for system and/or the model, size and type of unit recommended along with any applicable efficiency data. The requesting Department's and energy standards will be discussed and taken into consideration when proposing replacement units or systems.

Change Orders:

Any change orders to the project scope will require an additional Task Order with backup materials and labor costs and shall be substantiated without a doubt there was no way of knowing the additional services were needed when the original quote was provided. Change orders shall be managed closely by the requesting Department. Preventative measure shall be taken by both the contractor and the requesting Department prior to issuing the Notice to Proceed. Such measures may include soil tests (soil boring); clarification of ambiguity in the project plan, the scope of work, the Task Order, the drawings, etc.; the project scope should be completely defined and agreed upon before any work begins.

Other Construction Related Terms and Conditions:

Mediation:

Any controversy or claim arising between the parties shall be settled by mediation if the parties cannot reach a mutually agreeable solution. The parties shall endeavor to resolve their disagreement by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the procedures of the New Mexico Public Works Mediation Act (NMSA §13-4C-1 et seq.) except that before any party may select a mediator it must confer in good faith with the other party concerning the selection of a mutually acceptable mediator. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of **sixty (60) days** from the date of notice of mediation session, unless stayed for a longer period by agreement of the parties or court order.

Inspection of Work:

If a Purchase Order is issued for the purchase of services, the following terms shall apply when applicable:

- A. Services include services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the requesting Department covering the services under the Purchase Order. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the requesting Department or other party to the Purchase Order during the term of performance of the Work and for as long thereafter as required.
- C. The requesting Department has the right to inspect and test all services contemplated to the extent practicable at all times and places during the term of the Project. The requesting Department shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
- D. If the requesting Department performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Purchase Order price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
- E. If any part of the services does not conform with the requirements, the requesting Department may require the Contractor to re-perform the services in conformity with the requirements at no increase in Purchase Order amount. When the defects in services cannot be corrected by re-performance, the requesting Department may:
 - (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements; and
 - (2) reduce the Purchase Order price to reflect the reduced value of the services performed.
- F. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements, the requesting department may:
 - (1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the Requesting department that is directly related to the performance of such service; or
 - (2) cancel the Purchase Order for default.

THE PROVISIONS OF THIS ARTICLE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE REQUESTING DEPARTMENT'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THE PURCHASE ORDER/PRICE AGREEMENT.

Suspension, Delay or Interruption of Work:

The requesting Department may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the Work in whole or in part for such period as the requesting Department may determine. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized.

If at any time there is a delay in the critical path of the Work due to postponement, due to the Contractor's efforts to justify an extension of the time or an increase in the Agreement Price beyond the deadlines or due to the

Contractor's refusal to proceed with any of the approved Work, such delay and any Contractor costs resulting from it shall not serve as the basis for the extension of the Time for Completion or Agreement Completion Date or for an increase in the Contract Price.

Permits and Fees:

- A. IF APPLICABLE- The Contractor shall secure and pay for the Building Permit and other permits and governmental fees, licenses and inspections and Certificate of Occupancy necessary for proper execution and completion of the Work. Changes or modifications to the Work shall include all requirements of this paragraph.
- B. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.
- C. IF APPLICABLE- Certificates of Inspection, use and occupancy will be delivered to the requesting department upon completion of the Work in sufficient time for occupation of the facility in accordance with the approved schedule for the Work. Contractor shall deliver a photocopy of the Building Permit to the Design Professional and requesting Department as soon as it is obtained.

Schedule, Progress Meetings and Reports:

- A. The Contractor, promptly after being awarded a Project and before the first payment application, shall prepare and submit for the requesting Department's information a Critical Path Construction Schedule for the Work that indicates the intended start and completion of the various construction activities, which shall be implemented and adhered to by the Contractor, Subcontractors, material suppliers and equipment suppliers. At a minimum, the schedule shall be a GANTT type schedule and shall not exceed time limits allowed by the Task Order or Notice to Proceed with no fewer work breakdown events than line items of the Schedule of Values.
- B. The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the requesting Department.
- C. Progress meetings shall be scheduled on a regular basis. The purpose will be to review the upcoming activities, any open issues and current progress. The Contractor shall keep any meeting minutes as needed. Progress schedules shall be updated regularly. A three week look-ahead schedule should be presented at every project meeting. A new schedule shall be presented with any change orders.
- D. The Contractor shall prepare a daily report each day the Contractor, subcontractors or any other entity are on the project. The daily reports shall be maintained at the site and be well organized. The requesting Department may request copies at any time. The reports may include:
 - 1. report date and who prepared the report;
 - 2. weather conditions – low temp, visibility, humidity, wind, wind direction, cloud conditions, precipitation amount, other notes;
 - 3. companies present by name and their number of workers, work location, total man hours that day for each company;
 - 4. equipment – type, source, units of work done, location of work, hour meter reading;
 - 5. material brought to site – description, units, quantity, quality, location, time;
 - 6. visitors to site – name, company, time;
 - 7. safety concerns – company, contact, noticed by, work activity, safety issue, requirement, outcome: and
 - 8. quality assurance and control – company, description of issue, specification section, issued by.

Close-out Requirements:

The Contractor shall submit to the requesting Department a separate and detailed Closeout Schedule indicating the date of Final Completion and all work to be completed before Final Completion including Close-Out requirements. The punch list of incomplete or inadequate work shall also be submitted when the work is substantially complete. Failure to include any item on the punch list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents.

Before final completion can be achieved, all Work must be complete and accepted including the following as applicable:

- a. Work associated with Punch List(s);

- b. testing, balance or performance operations complete and in agreement that associated work is in compliance with the Contract Documents;
- c. one hard copy and one electronic copy in .pdf format of final approved test, balance or performance report(s) complete with directory of contents submitted to requesting Department;
- d. as-Built drawings delivered in AutoCAD or electronic format;
- e. written certification signed by requesting Department of delivery and stocking of extra material, equipment or components required by the Purchase Order at a location established by the requesting department;
- f. delivery of all warranties required by the Work;
- g. all keys, passes, codes, software or other methods or components of control or security which have been correctly and adequately accounted for and closed-out;
- h. completed Operations Liability insurance policy certificate, if applicable;
- i. training of staff on all applicable building systems;
- j. all Storm Water Pollution Prevention Permits (SWPPP) have been updated or closed;
- k. utility transfer to requesting Department;
- l. Operations and Maintenance Manuals;
- m. a certified statement of Release of Liens (AIA Document G706A or approved form) and Consent of Surety.

Warranty:

The Contractor shall warrant its work (non-roofing and equipment), for materials and for workmanship furnished and performed under this Price Agreement for a period of one (1) year minimum from the date of acceptance or Substantial Completion. The Contractor shall warrant its work for repairs or restoration of existing systems, appliances and work for ninety (90) days from the date of acceptance or Substantial Completion. It is understood that some equipment is far beyond its normal life and a warranty cannot be extended/supplied. Contractor must pass on to the requesting Departments warranties of replaced roofs and equipment offered by the manufacturer.

Bid information:

Hourly rates are requested for the three (3) levels of personnel.

Superintendent: a person with supervisory experience who maintains control of the work and work site. This person may or may not actually perform work on the project.

Journeyman or Experienced Worker: a person licensed by the State for work required and being performed or a person with many years of experience with a high rate of pay.

Laborer: a person with minimal experience, performing minor forms of labor.

Materials and Parts:

Contractor shall submit billings, based on actual Contractor costs for materials, less any applicable percentage for discounts. If there is no discount to be offered, enter zero. Contractor shall provide verification that materials purchased were used for the project. Any unused, billed for materials shall be turned over to the requesting Department for which the work was provided.

The State of New Mexico requires that all materials shall be new and of the highest quality and at the best attainable price available for the type of work being performed.

No used materials shall be used on the project. Recycled materials specifically prepared for reuse to meet "LEED" certification may be permitted with the requesting Department's approval.

The City of Santa Fe reserves the right to award this Price Agreement to multiple vendors. Bidders must include pricing for all items starting from item 001 through item 013 in order to allow for accurate comparisons. If a Bidder fails to include one or more of those items his Bid may be rejected.

Price Schedule:

Item #	Item	QTY	Unit	Unit Price
	Wage Rates for Projects Under \$60,000.00			
001	Superintendent – Regular Hourly Rate	1	Hourly	\$
002	Superintendent – Overtime Hourly Rate	1	Hourly	\$
003	Journeyman or Experienced Worker – Regular Hourly Rate	1	Hourly	\$
004	Journeyman or Experienced Worker – Overtime Hourly Rate	1	Hourly	\$
005	Laborer – Regular Hourly Rate	1	Hourly	\$
006	Laborer – Overtime Hourly Rate	1	Hourly	\$
	Wage Rates for Projects Over \$60,000.00			
007	Superintendent – Regular Hourly Rate	1	Hourly	\$
008	Superintendent – Overtime Hourly Rate	1	Hourly	\$
009	Journeyman or Experienced Worker – Regular Hourly Rate	1	Hourly	\$
010	Journeyman or Experienced Worker – Overtime Hourly Rate	1	Hourly	\$
011	Laborer – Regular Hourly Rate	1	Hourly	\$
012	Laborer – Overtime Hourly Rate	1	Hourly	\$
	Other Rates			
013	Discount off all materials. Enter zero if no discount is offered		%	
014	Temporary Site office trailer, rental rate	1	Daily	\$
015	Temporary fencing, rental rate	1	Daily	\$
016	Sanitary/toilet facilities, rental rate	1	Daily	\$