

# AGENDA

CITY CLERK'S OFFICE

DATE 6-8-11 TIME 4:25 pm

SERVED BY Randall Kipp

REGULAR MEETING

RECEIVED BY Randall Kipp

## SANTA FE SOLID WASTE MANAGEMENT AGENCY JOINT POWERS BOARD

JUNE 16, 2011

12:00 P.M.

LEGAL CONFERENCE ROOM  
SANTA FE COUNTY COURTHOUSE  
102 GRANT AVENUE  
SANTA FE, NM

- I. **Call to Order**
- II. **Roll Call**
- III. **Approval of Agenda**
- IV. **Approval of Minutes for Regular Meeting - May 19, 2011**
- V. **Matters from the Public**
- VI. **Matters from the Executive Director**
  - (A) Update on the Household Hazardous Waste Collection Event Held on May 22, 2011, at the Buckman Road Recycling and Transfer Station.
  - (B) Request for Approval to Award Bid No. 11/40/B to the Lowest Bidder Advantage Asphalt & Seal Coating, LLC of Santa Fe, NM, for the Construction of a Household Hazardous Collection Facility at the Buckman Road Recycling and Transfer Station in the Amount of \$595,031.25.
    - (1) Approval of Budget Increase from 5500.100700 (Cash) to be Apportioned Between 52504.570400 (Building and Structures) and 52504.5700300 (Improvement to Land Other Than Building) in the Total Amount of \$595,031.25.
  - (C) Request for Approval of Amendment No. 4 to Professional Service Agreement with Associated Security Industries of Santa Fe, NM, for Security Services for the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station in the Amount of \$92,941.97.
  - (D) Request for Approval of Amendment No. 3 to Professional Service Agreement with Bluewater Environmental Consulting, LLC of Santa Fe, NM, for Environmental Services for the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station in the Amount of \$46,304.25.
  - (E) Request for Approval for Fiscal Year 2012 for Procurement of Goods and Services Using Vendors that 1) Are Authorized Through State Price Agreements, 2) Provide Exempted Procurements as Listed in the City of Santa Fe's Purchasing Manual Section 18.1.7 - Exemptions, or 3) Are Sole Source Providers as per Agency's Policy No. 2010.1 - Purchasing Procedures and Finance Policy.
  - (F) Request for Approval of Policy No. 2011.1 - Purchasing Procedures and Finance Policy.

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- i
- (G) Request for Approval of Free Disposal Fees for Acequia Madre de Santa Fe Under the Free Disposal Program.
  - (H) Update on the Santa Fe County's Wildfire Protection Clean-Up Day to be Held on Saturday, June 25, 2011, at the Buckman Road Recycling and Transfer Station.

**VII. Matters from the Board**

**VIII. Executive Session**

**IX. Next Meeting Date**

**X. Adjournment**

Anyone needing further information or requiring special needs for the disabled should contact Jodie Gonzales at (505) 424-1850, extension 120.

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 SOLID WASTE MANAGEMENT AGENCY  
 REGULAR BOARD MEETING  
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**SOLID WASTE MANAGEMENT AGENCY  
JOINT POWERS BOARD MEETING  
Legal Conference Room  
Santa Fe County Courthouse  
June 16, 2011**

**I. CALL TO ORDER**

A meeting of the City and County of Santa Fe Solid Waste Management Agency Joint Powers Board (SWMA) was called to order by Councilor Rosemary Romero, Chair, on Thursday, June 16, 2011, at approximately 12:00 noon, in the Legal Conference Room Santa Fe County Courthouse, 102 Grant Avenue, Santa Fe, New Mexico.

**II. ROLL CALL**

**MEMBERS PRESENT:**

Councilor Rosemary Romero, Chair  
Commissioner Kathy Holian  
Councilor Ronald S. Trujillo  
Commissioner Virginia Vigil  
[Vacancy]

**MEMBERS EXCUSED:**

Commissioner Daniel Mayfield

**STAFF PRESENT:**

Randall Kippenbrock, Executive Director – SWMA  
Jodie Gonzales, SWMA  
Lisa Merrill, Education and Outreach Coordinator - SWMA.  
Justin Miller, Legal Counsel for SWMA  
Angelica Salazar, Account Coordinator – SWMA  
Melessia Helberg, Stenographer

**OTHERS PRESENT:**

Regina Wheeler, Director Solid Waste Division, City of Santa Fe  
Olivar Barela, Director Solid Waste Department, County of Santa Fe  
Mike Smith, Manager, BuRRT Site  
Chris Francisco, Solid Waste Division, City of Santa Fe

There was a quorum of the membership in attendance.

### III. APPROVAL OF THE AGENDA

Mr. Kippenbrock said he would like to remove Items 6(E) and 6(F) from the agenda.

**MOTION:** Commissioner Holian moved, seconded by Councilor Trujillo, to approve the Agenda, as amended.

**DISCUSSION:** Commissioner Vigil asked, for clarification, if Items 6(E) and 6(F) are to be removed and postponed to the next meeting, or if they're just removed from the agenda.

Mr. Kippenbrock said the items are removed from the Agenda.

**VOTE:** The motion was approved unanimously on a voice vote.

### IV. APPROVAL OF THE MINUTES – MAY 19, 2011

**MOTION:** Commissioner Vigil moved, seconded by Commissioner Holian, to approve the minutes of the regular meeting of May 19, 2011, as presented.

**VOTE:** The motion was approved on a voice vote, with Commissioner Vigil, Commissioner Holian and Chair Romero voting in favor of the motion, none voting against, and Councilor Trujillo abstaining, because he was absent at the last meeting [3-1].<sup>1</sup>

### V. MATTERS FROM THE PUBLIC

Mr. Kippenbrock introduced new Account Coordinator Angelica Salazar, a former City employee.

Mr. Kippenbrock said Larry Maestra will be retiring on Friday after 26 yrs. and 8 mos. service with the City, noting he can't be with us today.

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<sup>1</sup> STENOGRAPHER'S NOTE FYI: Robert's Rules of Order Newly Revised provides, "The phrase 'abstention votes' is an oxymoron, an abstention being a refusal to vote. To abstain means to refrain from voting, and, as a consequence there can be no such thing as an 'abstention vote.' In the usual situation, where either a majority vote or a two-thirds vote is required, abstentions have absolutely no effect on the outcome of the vote since what is required is either a majority or two third of votes cast. On the other hand, if the vote required is a majority or two-thirds of the members present, or a majority or two-thirds of the entire membership, an abstention will have the same effect as a "no" vote. Even in such a case, however, an abstention is not a vote." [RONR (10<sup>th</sup> ed.), p. 387, 1. 7-13; p. 388, 1. 3-6; p. 390, 1. 13-24; see also p. 66 of RONR *In Brief*.]

Commissioner Vigil suggested that the Board prepare a Certificate of Recognition and letter of appreciation for the Board's signature, for both Larry Maestra and Rita Fiore.

It was consensus among the Board to send a Certificate and letter to Larry Maestra and Rita Fiore. Ms. Gonzales said Rita Maes has a good template for this.

Chair Romero introduced her granddaughter, Giovanna, who is 3 years old, who is attending today's meeting with her.

## **VI. MATTERS FROM THE EXECUTIVE DIRECTOR**

### **(A) UPDATE ON THE HAZARDOUS WASTE COLLECTION EVENT HELD ON MAY 22, 2011, AT THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION**

Mike Smith presented information regarding this matter from Randall Kippenbrock's Memorandum of June 6, 2011, with attachments, to the SFSWMA Joint Powers Board, which is incorporated herewith to these minutes as Exhibit "1." Please see Exhibit "1" for specifics of this presentation.

Mike Smith said this was a very successful event, noting there were similar numbers as last year, with less cars, but with almost identical volumes. He said the pounds per car were obviously up a little. He looks forward to the opening of the Hazardous Waste Collection Facility in late December of this year.

Chair Romero noted that Councilor Trujillo and Mayor Coss attended the event.

Councilor Trujillo said everything went well, and it was easy to get in and out. He commended staff on a job well done.

Commissioner Vigil said she also attended, and she found it to be well organized as well, commenting that she was very impressed.

Chair Romero commended the staff as well, and she also looks forward to the opening of the new Facility.

### **(B) REQUEST FOR APPROVAL TO AWARD BID NO. 11/40/B TO THE LOWEST BIDDER ADVANTAGE ASPHALT & SEAL COATING, LLC, OF SANTA FE, NM, FOR THE CONSTRUCTION OF A HOUSEHOLD HAZARDOUS COLLECTION FACILITY AT THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION IN THE AMOUNT OF \$595,031.25.**

**(1) APPROVAL OF BUDGET INCREASE FROM 5500.100700 (CASH) TO BE APPORTIONED BETWEEN 52504.570400 (BUILDING AND STRUCTURES) AND 52504.5700300 (IMPROVEMENT TO LAND OTHER THAN BUILDING) IN THE TOTAL AMOUNT OF \$595,031.25**

Randall Kippenbrock, Executive Director , presented information regarding this matter from his Memorandum dated June 9, 2011, with attachments, to the SFSWMA Joint Powers Board, which is incorporated herewith to these minutes as Exhibit "2". Please see Exhibit "2" for specifics of this presentation.

Chair Romero said she contacted Board members to make sure everyone knows we strictly followed the procurement process for this bid, and that the Board can rest assured that the entire process was followed as required. She said the Advantage Asphalt was the lowest bid.

Commissioner Holian said she glad this project is moving forward. She said secondly, it appears that there will be independent oversight on the project, and she feels more comfortable with this bid in view of that.

Chair Romero asked Mr. Kippenbrock to speak a little more about the independent oversight and the qualifications of the company(s) involved.

Mr. Kippenbrock said he understands M&E Engineering has been around for a long time, since the 1980's, and its speciality is construction management. However, M&E are Mechanical and Electrical Engineers and can do design work. He said M&E helped JR engineering to design the engineering portion and the mechanical portion of the facility. He said J.R. Miller is an expert in designing structures such as this one.

Mr. Kippenbrock said he will work closely with M & E Engineering, and adjust the contract if necessary. He said the Notice to Proceed will be the first or second week of July, with 150 days to completion, which will be the beginning or mid-December 2011. He anticipates it will take the full 5 weeks for construction.

Commissioner Vigil said, "We do have litigation against Advantage Asphalt. There are some potential charges which may be brought against them. We would be the victims, and I'm just wondering, I don't want to prejudice this process, but I'm wondering if the County Attorney has taken action on this."

Justin Miller asked if she is speaking about this particular contract, and Commissioner Vigil said this is correct.

Mr. Miller said, "Yes, and Randall and I have talked about, obviously, the sensitivity of this particular bid, and the fact is, at this point, Advantage Asphalt has not been suspended or debarred as a bidder. And the procurement process is designed to

award the contract to the lowest bidder, and so there weren't any apparent grounds for rejecting this. I did talk to the Santa Fe County Attorney's office to get a sense of where things were. And, as of this point, they are a legitimate bidder."

Commissioner Vigil thanked him for the clarification.

Chair Romero said, "We have checked with all of the legal counsel we need to, and we are proceeding as cautiously as we possibly can and with all of our due diligence. "

Responding to Councilor Trujillo, Mr. Kippenbrock said the lead engineer is J.R. Miller, and locally it is M&E Engineering.

Councilor Trujillo said he wants to be sure that M & E is at the construction site, and keeps tab on every piece of paper that comes out, any change orders, commenting that "I just don't want this to come back and bite us."

Mr. Kippenbrock said, "Yes."

**MOTION:** Councilor Trujillo moved, seconded by Commissioner Holian, to approve Item VI(B) as presented.

**DISCUSSION:** Commissioner Vigil asked if it will create a problem if she abstains.

Ms. Helberg said she doesn't know the requirement in terms of the number of Board members who are required to vote in favor of approving a bid proposal. She asked Mr. Miller if he knows.

Mr. Miller said he will look at the policies. Mr. Miller said he understood the Chair to say that abstentions go forward as a vote with the majority.

Commissioner Vigil said she believes that is a City policy.

Ms. Helberg said she doesn't know for sure, although she believes it would depend on the rules of procedure as well as anything different in the State statutes.

Chair Romero said this issue arose at the RTD with regard to an abstention, and the City does count an abstention as a vote with the majority, and they follow that same procedure at the RTD. She asked Mr. Miller if he can look at our by-laws.

Regina Wheeler said she would like to acknowledge Mr. Kippenbrock's work to get this project moving forward.

Mr. Trujillo asked if services will be available at BuRRT during construction.

Mr. Kippenbrock said it would be minimal, because the drop-off will be at the front and to the right, noting all of the containers will be moved to the front prior to starting construction, and services will be available to the public during construction.

Chair Romero said the annual events weren't the way to move forward from an environmental and economic perspective. She said in the long term, this facility will serve us well from an economic and ecological perspective. She said she believes, even with the challenges presented during the bidding process, this is the right road to getting a facility.

Mr. Miller said, "I don't have an exact answer for you, but I would say that since we do have a quorum for business and you could obviously vote no, and that would still be a majority." Mr. Miller said he believes it would be okay, even if one person were to abstain or vote no, and there clearly is a majority of the Board voting in favor.

**VOTE:** The motion was approved on a voice vote, with Commissioner Holian, Councilor Trujillo and Chair Romero voting in favor of the motion, none voting against, and Commissioner Vigil abstaining [3-1].

**MOTION:** Councilor Trujillo moved, seconded by Commissioner Holian, to approve Item VI(B)(1) as presented.

**VOTE:** The motion was approved on a voice vote, with Commissioner Holian, Councilor Trujillo and Chair Romero voting in favor of the motion, none voting against, and Commissioner Vigil abstaining [3-1].

**(C) REQUEST FOR APPROVAL OF AMENDMENT NO. 4 TO PROFESSIONAL SERVICE AGREEMENT WITH ASSOCIATED SECURITY INDUSTRIES OF SANTA FE, NM, FOR SECURITY SERVICES FOR THE CAJA DEL RIO LANDFILL AND BUCKMAN ROAD RECYCLING AND TRANSFER STATION IN THE AMOUNT OF \$92,941.97**

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated June 9, 2011, with attachments, to the SFSWMA Joint Powers Board, which is incorporated herewith to these minutes as Exhibit "3. Please see Exhibit "3" for specifics of this presentation.

Commissioner Vigil asked if there is a limit on the term of this contract which we renew annually.

Mr. Miller said there is a limitation on multi-term contracts of 4 years, so this will be the last extension, and it will have to out for bid next year.

Chair Romero noted that will be a completely different process.

**MOTION:** Commissioner Holian moved, seconded by Commissioner Vigil, to approve this request.

**VOTE:** The motion was approved unanimously on a voice vote.

**(D) REQUEST FOR APPROVAL OF AMENDMENT NO. 3 TO PROFESSIONAL SERVICE AGREEMENT WITH BLUEWATER ENVIRONMENTAL CONSULTING, LLC, OF SANTA FE, NEW MEXICO, FOR ENVIRONMENTAL SERVICES FOR THE CAJA DEL RIO LANDFILL AND BUCKMAN ROAD RECYCLING AND TRANSFER STATION IN THE AMOUNT OF \$46,304.25.**

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated June 9, 2011, with attachments, to the SFSWMA Joint Powers Board, which is incorporated herewith to these minutes as Exhibit "4." Please see Exhibit "4" for specifics of this presentation.

Chair Romero said it is always good to be able to do business locally, commenting that she has known about Bluewater's good work for a long time.

**MOTION:** Commissioner Vigil moved, seconded by Commissioner Holian, to approve this request.

**DISCUSSION:** Commissioner Vigil asked, "Do they actually do the reports that are required by the State."

Mr. Kippenbrock said yes.

Commissioner Vigil said, then they send the reports to you and you submit it on behalf of our organization – how does that process work.

Mr. Kippenbrock said he reviews the reports before they go to the State, but those are not reviewed by this Board. He said this is something which is done at the administrative level as part of the required reporting to be done which is part of our operations.

Commissioner Vigil asked if there are federal requirements for which they provide services.

Mr. Kippenbrock said most of the State rules follow federal requirements, noting those mostly are from the State Environment Department in terms of solid waste, hazardous waste, surface water, groundwater quality and such.

Commissioner Vigil asked what the monitoring is telling us.

Mr. Kippenbrock said there is no contamination. He said we need to keep in mind that from the bottom of the landfill it is more than 200 feet to the groundwater, so there is good separation there. He said there is naturally occurring arsenic in this area, and this is probably the only deviation when you talk about groundwater, and every so often we have to explain that it is a naturally occurring element in the water. He said other than that, it is fine.

Mr. Kippenbrock said for methane gas, we do perimeter monitoring to demonstrate that there is no methane gas migration, with which we have no issue, especially since we installed the landfill gas collection system. This is further proof that there should be no migration. He said we do leachate monitoring which is that the water has percolated through the waste and is on the bottom of the liner and has to be pumped from the bottom, noting generally they circulate into the waste or take it to a nearby evaporation pond for evaporation. He said for leachate sampling they do a broad range of perimeter analysis similar to groundwater, to see if there is groundwater contamination which results from the leachates. He said we also are required to test our septic tank as per groundwater discharge requirements. He said there are lagoon sampling requirements at the transfer station, and the same for high ferrous tanks.

Commissioner Vigil asked if we are Increasing our production of methane gas.

Mr. Kippenbrock in the summer it is very low, probably 160 cubic feet per minute, which we would like ideally to be in the range of 300-400, but because it is so dry, we don't get quality and quantity of landfill gas. In the winter, it can drop to 75-80 cubic feet per minute.

Commissioner Vigil asked if we ever will get to the point it is reusable.

Mr. Kippenbrock said we can revisit it in 10 years, but it is not at this time.

Chair Romero said Commissioner Holian brought some information from Berkeley about using methane, and it is an issue of supply, and we just don't have that now, but we can continue to monitor it. She said if it is useful, we need to figure out how to make it useful in the future. She said this landfill was permitted in 1997-1998, so things at the landfill have changed drastically since that time, and regulations have become much more stringent, and people are more aware of the environmental and ecological issues. She would like Bluewater to make a presentation to this Board at some point to keep us informed, which she believes would be helpful in the decisions we make.

Commissioner Holian asked if it would be possible to use an in-house firm, rather than hiring someone from outside.



Mr. Kippenbrock said no, because the expertise isn't available to perform the services we need. He said they do the general day-to-day things, such as monitoring, but he prefers the consultant to do the reporting. He said this person does all of our general environmental monitoring at the landfill and at BuRRT, and there is another consultant that does greenhouse gasses which is far more complicated. He said this person also keeps up with the ever-changing rules in this regard.

Commissioner Holian asked if we have an estimate on greenhouse gases being emitted at the landfill.

Mr. Kippenbrock said he has that data and he can provide that information to the Board.

**VOTE:** The motion was approved unanimously on a voice vote.

- (E) REQUEST FOR APPROVAL FOR FISCAL YEAR 2012 FOR PROCUREMENT OF GOODS AND SERVICES USING VENDORS THAT 1) ARE AUTHORIZED THROUGH STATE PRICE AGREEMENTS; 2) PROVIDE EXEMPTED PROCUREMENTS AS LISTED IN THE CITY OF SANTA FE'S PURCHASING MANUAL SECTION 18.1.7 – EXEMPTIONS; OR 3) ARE SOLE SOURCE PROVIDERS AS PER AGENCY'S POLICY NO. 2010.1 – PURCHASING PROCEDURES AND FINANCE POLICY.**

This item was removed from the agenda.

- (F) REQUEST FOR APPROVAL OF POLICY NO. 2011.1 – PURCHASING PROCEDURES AND FINANCE POLICY.**

This item was removed from the agenda.

- (G) REQUEST FOR APPROVAL OF FREE DISPOSAL FEES FOR ACEQUIA MADRE DE SANTA FE UNDER THE FREE DISPOSAL PROGRAM.**

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated June 11, 12, 2011, with attachments, to the SFSWMA Joint Powers Board, which is incorporated herewith to these minutes as Exhibit "5." Please see Exhibit "5" for specifics of this presentation

**MOTION:** Commissioner Vigil moved, seconded by Councilor Trujillo to approve this request.

**VOTE:** The motion was approved unanimously on a voice vote.

**(H) UPDATE ON THE SANTA FE COUNTY'S WILDFIRE PROTECTION CLEAN-UP DAY TO BE HELD ON SATURDAY, JUNE 25, 2011, AT THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION.**

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated June 11, 2011, with attachment, to the SFSWMA Joint Powers Board, which is incorporated herewith to these minutes as Exhibit "6." Please see Exhibit "6" for specifics of this presentation

Chair Romero said the City is interested in participating, and is unsure how that will work, but they were going to piggy-back on the same day.

Commissioner Vigil said she would need clarification in terms of the tonnage and if it will be under another item.

Mr. Kippenbrock said there is an allotment of 600 tons for the City and 600 tons for the County, for a total of 1,200 tons, and he is estimating 100 tons for this event, noting if it exceeds that it won't be an issue.

Commissioner Vigil said then you're saying the drop off won't exceed the allotted tonnage, and it isn't necessary, for your purposes, to document whether it is a City or a County vehicle.

Mr. Kippenbrock said they do have the ability to determine whether it is coming from the City or County, noting they do this for every transaction.

Mr. Kippenbrock asked if people can get it free on this day, even if they weren't aware of the program, just to avoid complications.

Councilor Trujillo said we should let them in free of charge, because it's a free day, and the other Board members agreed.

Ms. Wheeler said if we advertise the event, it will triple the number of green waste cars that day.

Mr. Kippenbrock said that's fine and it isn't an issue. The issue happens on regular days of operation. He strongly suggested that the City PIO and the County PIO get together and revise the advertising for the clean-up day to be sure they are the same.

Chair Romero said that would be Christine at the County and Carla Lopez from the City.

Responding to a question, Commissioner Vigil said there are commercial sites that need clean-up, which would use a commercial vehicle for transport, and asked if we should charge for that.

Mr. Kippenbrock said he would rather stay with letting everything come in, document it, report next month and discuss how we can do it better.

Chair Romero said then, for clarity, Mr. Kippenbrock will document the tonnage for the event and report back to this Board with regard to the results of letting everyone come through free of charge – residential and commercial.

Responding to a question from Commissioner Vigil, Mr. Barela said most of it will go to BuRRT, and they had discussed what would happen if something show up at Jacona or Eldorado. They decided to them in free as well, but we're not going to advertise it.

Chair Romero said then, to be clear, the joint City/County advertising will be done for Caja del Rio Landfill and for BuRRT only, and Ms. Wheeler said this is correct..

## **VII. MATTERS FROM THE BOARD**

There were no Matters from the Board.

## **VIII. EXECUTIVE SESSION**

There was no Executive Session

## **IX. NEXT MEETING DATE**

Chair Romero said since the summer tends to be slower, and she wants to wait to see if we need to meet in July, but the Board members need to be prepared to have a meeting if that becomes necessary.

## **X. ADJOURNMENT**

There was no further business to come before the Board, and the meeting was adjourned at approximately 1:00 p.m.

APPROVED BY:

*Rosemary Romero*

Rosemary Romero, Chair

ATTESTED-TO:

*Yolanda Y. Vigil*  
 Yolanda Y. Vigil, City Clerk

**SEAL**  
 SUBMITTED BY:  
 JULY 13 4 18 9  
 NEW MEXICO

*Melessia Helberg*  
 Melessia Helberg, Committee Stenographer

COUNTY OF SANTA FE )  
 STATE OF NEW MEXICO ) ss

SOLID WASTE MINUTES  
 PAGES: 330

I Hereby Certify That This Instrument Was Filed for  
 Record On The 17TH Day Of August, 2011 at 11:38:02 AM  
 And Was Duly Recorded as Instrument # 1642795  
 Of The Records Of Santa Fe County

Deputy *Valerie Espinoza* Witness My Hand And Seal Of Office  
 Valerie Espinoza  
 County Clerk, Santa Fe, NM



SFC CLERK RECORDED 08/17/2011

# MEMORANDUM

**To:** SFSWMA Joint Powers Board  
**From:** Randall Kippenbrock, P.E., Executive Director *RLK*  
**Date:** June 6, 2011  
**Subject:** Update on the Household Hazardous Waste Collection Event Held on May 22, 2011, at the Buckman Road Recycling and Transfer Station.

Staff will present an update on the household hazardous waste (HHW) collection event held on Sunday, May 22, 2011, at the Buckman Road Recycling and Transfer Station (BuRRT).

In a joint effort between the three entities (Agency, City of Santa Fe, Santa Fe County) and contractor Rinchem Company of Albuquerque, a total of 71,376 pounds of HHW was collected from 627 participants at an average of 114 pounds per participant. More specifically, 59,376 pounds of HHW and 12,000 pounds of non-regulated waste such as used motor oil, used antifreeze, and empty containers were collected, segregated, packaged, labeled, transported, and disposed of.

For a comparison to the previous HHW event held in May 2009, a total of 70,553 pounds of HHW was collected from 719 participants at an average of 98 pounds per participant. This includes a breakdown of 58,553 pounds of HHW and 12,000 pounds of non-regulated waste.

The treatment technologies used for both events are as follows:

Technology	May 2009 (Pounds)	May 2011 (Pounds)
Recycle	23,075	19,321
Energy Recovery	30,153	30,031
Incineration	5,325	10,024
Landfill	12,000	12,000

Attached are the HHW chemical waste inventories for the 2011 and 2009 events.

Solid waste or recyclables delivered to the facilities in a quantity or condition which merit special consideration through a contractual fee agreement.

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**ATTACHMENT**

May 2011 HHW Chemical Waste Inventory

SFC CLERK RECORDED 08/17/2011

**RINCHEM COMPANY, INC.**

**6133 Edith Blvd. NE**

**Albuquerque, NM 87107**

(505) 998-4143 Direct Line

(505) 998-4343 Fax

E-mail: pwagner@rinchem.com

**HHW Chemical Waste Inventory:**

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**Project Name:** Santa Fe Solid Waste Agency  
2600 Buckman Road  
**Job Date:** May 22, 2011  
**Client:** City of Santa Fe  
**Report Date:** June 3, 2011  
**Author:** Ron Starks – Haz Waste Coord.

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**Site Contact(s):** Mike Smith

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On May 22, 2011, Rinchem Company, Inc. and City of Santa Fe, in a joint effort collected, segregated, packaged, labeled, transported and disposed of 59,376 pounds of Household Hazardous Waste, and 12,000 pounds of Non-Regulated Solid Waste from 627 residents of the City of Santa Fe, NM at an average of 114 Lbs. Waste per customer.

This work was performed per the Scope of Work given to Rinchem by City of Santa Fe. A copy of each HHW Chemical Waste Transport form and was provided to Jodie Gonzales at the time of collection. The final invoice is enclosed with this HHW Chemical Waste Inventory.

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<b>DOT Hazard Class</b>	<b>Subsidiary Risk</b>	<b>Types of Chemicals</b>	<b>Total Gross Weight</b>	<b>Number of Drums X Size of Drums</b>	<b>Treatment Technology</b>
<b>Non-Haz</b>		Used Motor Oil / Antifreeze	16,082 Lbs.	5 X 300 Gallon Totes / 22 x 55 Gallon Drums	Recycle
<b>Non-Haz</b>		Solid Waste, Empty Containers, Oily Soils, Trash	12,000 Lbs.	4 X 40 Cubic Yard Roll-Off Bin	Landfill
<b>2.1 – Flammable Gas</b>		Aerosol Spray Cans	1,300 Lbs.	3 X Cubic Yard Box	Incineration
<b>3 – Flammable Liquid</b>		Paints, Solvents, Fuels, Contam. Motor Oils	30,031 Lbs.	60 X 55 Gallon Steel Drums	Energy Recovery / Fuel Blending
<b>3 – Flammable Liquid</b>	<b>6.1 - Toxic</b>	Pesticides, Resins, Carb. Cleaners	2,006 Lbs.	11 X 55 Gallon Drums	Incineration
<b>8 – Corrosive (Acids)</b>		Muriatic Acid Pool Chem.	2,979 Lbs.	6 X 55 Gallon Poly Drum / 3 Wooden pallet	Incineration
<b>8 – Corrosive (Bases)</b>		Sodium Hydroxide, Potassium Hydroxide	1,613 Lbs.	8 X 55 Gallon Poly Drum	Incineration

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<b>6.1 – Toxic Solids</b>		Diazinon, Captan	741 Lbs.	5 X 55 Gallon Poly Drum	Incineration
<b>8- Corrosive</b>		Mixed batteries	26 Lbs.	1 X 5 Gallon Poly Drum	Recycle
<b>9 – Ammonium Nitrate Based</b>		Fertilizers	267 Lbs.	2 X 55 Gallon Poly Drum	Incineration
<b>8 – Corrosive (Batteries)</b>		Lead Acid Batteries	2,681 Lbs.	2 X Wooden Pallet	Recycle
<b>2.2- Compressed Gas</b>		Fire Extinguisher	134 Lbs.	1 x 55 Gallon Drum	Recycle
<b>5.1- Oxidizers Solid</b>		Nitrates, Chlorites	41 Lbs.	2 X 5 Gallon Drum	Incineration
<b>8- Corrosive</b>		Mercury	57 LBS.	1 X 20 Gallon Poly Drum	Recycle

SFC CLERK RECORDED 08/17/2011

<b>8- Corrosive</b>		Nickel Cadmium Batteries	121 Lbs.	1 X 20 Gallon Poly Drum	Recycle
<b>8- Corrosive</b>		Alkaline Batteries	582 Lbs.	2 X 20 Gallon Polly Drum	Incineration
<b>9- Batteries</b>  <b>9- Environmentally Hazardous</b>  <b>2.1- Compressed Gas</b>		Lithium	30 Lbs.	1 X 5 Gallon Polly Drum	Recycle
		Fluorescent Light Bulbs	149 Lbs.	6 X Bulb Boxes 1 x 20 Gallon Drums	Recycle
		Propane Cylinders (camping)	495 Lbs.	4 X 20 Gallon Polly Drum / 1 x Wooden pallet	Incineration

<b>Treatment Technology</b>	<b>Weight</b>
<b>Recycle</b>	19,321 Lbs.
<b>Energy Recovery</b>	30,031 Lbs.
<b>Incineration</b>	10,024 Lbs.
<b>Landfill</b>	12,000 Lbs.

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Waste Total	Cost	Cost/Lb.
71,376 Lbs.	\$45,028.87	\$1.59 /Lb.

627-Participants

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**We are committed to working with you in fulfilling the environmental needs of our communities. Every community, no matter how large or small, deserves to have a clean and safe environment, as well as financial peace of mind!**

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**We do it well. . . because we care!**

Polly Wagner  
Rinchem Company, Inc.  
Rinchem West Facility Manager

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**ATTACHMENT**

May 2009 HHW Chemical Waste Inventory

SFC CLERK RECORDED 08/17/2011

**RINCHEM COMPANY, INC.**

**6133 Edith Blvd. NE**

**Albuquerque, NM 87107**

(505) 998-4142 Direct Line

(505) 344-7986 Fax

E-mail: cnelson@rinchem.com

**HHW Chemical Waste Inventory:**

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**Project Name:** Santa Fe Solid Waste Agency  
2600 Buckman Road

**Job Date:** May 17, 2009

**Client:** City of Santa Fe

**Report Date:** June 8, 2009

**Author:** Chad Nelson – Team Leader

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**Site Contact(s):** Jodie Gonzales

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On May 17, 2009, Rinchem Company, Inc. and City of Santa Fe, in a joint effort collected, segregated, packaged, labeled, transported and disposed of 58,553 pounds of Household Hazardous Waste, and 12,000 pounds of Non-Regulated Solid Waste from 719 residents of the City of Santa Fe, NM at an average of 98 Lbs. Waste per customer.

This work was performed per the Scope of Work given to Rinchem by City of Santa Fe. A copy of each HHW Chemical Waste Transport form and was provided to Jodie Gonzales at the time of collection. The final invoice is enclosed with this HHW Chemical Waste Inventory.

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SFC CLERK RECORDED 08/17/2011

DOT Hazard Class	Subsidiary Risk	Types of Chemicals	Total Gross Weight	Number of Drums X Size of Drums	Treatment Technology
Non-Haz		Used Motor Oil / Antifreeze	20,514 Lbs.	7 X 300 Gallon Totes 20 x Gallon Drums	Recycle
Non-Haz		Solid Waste, Empty Containers, Oily Soils, Trash	12,000 Lbs.	5 X 40 Cubic Yard Roll-Off Bin	Landfill
2.1 – Flammable Gas		Aerosol Spray Cans	1,102 Lbs.	3 X Cubic Yard Box	Incineration
3 – Flammable Liquid		Paints, Solvents, Fuels, Contam. Motor Oils	30,153 Lbs.	60 X 55 Gallon Steel Drums	Energy Recovery / Fuel Blending
3 – Flammable Liquid	6.1 - Toxic	Pesticides, Resins, Carb. Cleaners	1,593 Lbs.	9 X 55 Gallon Drums 3 x 5 Gallon Drums	Incineration
8 – Corrosive (Acids)		Muriatic Acid Pool Chem.	531 Lbs.	3 X 55 Gallon Poly Drum	Incineration
8 – Corrosive (Bases)		Sodium Hydroxide, Potassium Hydroxide	412 Lbs.	3 X 55 Gallon Poly Drum	Incineration

SFC CLERK RECORDED 08/17/2011

<b>6.1 – Toxic Solids</b>		Diazinon, Captan	344 Lbs.	5 X 55 Gallon Poly Drum	Incineration
<b>5.1 – Oxidizers Liquids</b>		Nitrates, Chlorites	100 Lbs.	2 X 55 Gallon Poly Drum	Incineration
<b>9 – Ammonium Nitrate Based</b>		Fertilizers	441 Lbs.	4 X 55 Gallon Poly Drum	Incineration
<b>8 – Corrosive (Batteries)</b>		Lead Acid Batteries	2,100 Lbs.	3 X Wooden Pallet	Recycle
<b>2.2- Compressed Gas</b>		Fire Extinguisher	67 Lbs.	1 x 55 Gallon Drum	Recycle
<b>5.1- Oxidizers Solid</b>		Nitrates, Chlorites	50 Lbs.	1 X 55 Gallon Drum	Incineration
<b>8- Corrosive</b>		Mercury	40 LBS.	1 X 5 Gallon Poly Drum	Recycle

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<b>8- Corrosive</b>		Nickel Cadmium Batteries	72 Lbs.	1 X 20 Gallon Poly Drum	Recycle
<b>8- Corrosive</b>		Alkaline Batteries	675 Lbs.	9 X 20 Gallon Polly Drum	Incineration
<b>9- Batteries</b>		Lithium	35 Lbs.	1 X 5 Gallon Polly Drum	Recycle
<b>9- Environmentally Hazardous</b>		Fluorescent Light Bulbs	247 Lbs.	8 X Bulb Boxes 3 x 20 Gallon Drums	Recycle
<b>2.1- Compressed Gas</b>		Propane Cylinders (camping)	77 Lbs.	1 X 20 Gallon Polly Drum	Incineration

<b>Treatment Technology</b>	<b>Weight</b>
<b>Recycle</b>	23,075 Lbs.
<b>Energy Recovery</b>	30,153 Lbs.
<b>Incineration</b>	5,325 Lbs.
<b>Landfill</b>	12,000 Lbs.

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Waste Total	Cost	Cost/Lb.
70,553 Lbs.	\$54,525.19	\$1.29 /Lb.

719-Participants

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**We are committed to working with you in fulfilling the environmental needs of our communities. Every community, no matter how large or small, deserves to have a clean and safe environment, as well as financial peace of mind!**

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**We do it well. . . because we care!**

Chad Nelson  
Rinchem Company, Inc.  
Team Leader

SFC CLERK RECORDED 08/17/2011

SFC CLERK RECORDED 08/17/2011

# MEMORANDUM

**To:** SFSWMA Joint Powers Board  
**From:** Randall Kippenbrock, P.E., Executive Director (RK)  
**Date:** June 9, 2011  
**Subject:** Request for Approval to Award Bid No. 11/40/B to the Low Bidder, Advantage Asphalt & Seal Coating, LLC of Santa Fe, NM, for the Construction of a Household Hazardous Collection Facility at the Buckman Road Recycling and Transfer Station in the Amount of \$595,031.25.

## BACKGROUND AND SUMMARY:

On May 13, 2011, the Agency issued Request for Bids No. 11/40/B for the construction of a household hazardous waste (HHW) collection facility and site work for a new recycling drop-off center at the Buckman Road Recycling and Transfer Station (BuRRT). The specifications and bid documents were prepared by J.R. Miller & Associates, Inc. Five bids were received on May 23, 2011 and are tabulated on Table 1.

J.R. Miller & Associates reviewed the bids and recommended the low bidder, Advantage Asphalt & Seal Coating, be awarded the construction project in the amount of \$595,031.25 (letter of recommendation attached).

The construction project includes the following: 1) a building size of 2,400 sf that will provide processing and storage of HHW based on data from prior HHW collection events; and 2) site work for a new recycling drop-off center to be located at the front of the scale house on the side of the outbound lane.

Construction is scheduled to begin in July 2011 and to be completed in five months (~early December 2011).

## ACTION REQUESTED:

Agency staff recommends the award of Bid 11/40/B to the low bidder, Advantage Asphalt & Seal Coating, LLC of Santa Fe, NM, for the construction of a household hazardous collection facility at the Buckman Road Recycling and Transfer Station in the amount of \$595,031.25.

Agency staff also requests approval of budget increase from 5500.100700 (Cash) to be apportioned between 52504.570400 (Building and Structures) and 52504.5700300 (Improvement to Land Other Than Building) in the total amount of \$595,031.25.

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**Bid Summary for RFB No. 11/40/B**

Bidder	Advantage Asphalt Santa Fe, NM	ESA Construction Albuquerque, NM	Unified Contractor Albuquerque, NM	D.A. Baker Albuquerque, NM	Lockwood Construction Santa Fe, NM
HHW Building	\$445,000.00	\$562,000.00	\$566,600.00	\$609,000.00	\$626,001.00
Drop-Off Area	\$105,000.00	\$100,000.00	\$112,600.00	\$103,500.00	\$101,328.00
Tax	\$45,031.25	\$54,242.19	\$55,609.50	\$58,335.94	\$59,550.00
Total	\$595,031.25	\$716,242.19	\$734,809.50	\$770,835.94	\$786,879.00
Difference	\$0.00	\$121,210.94	\$139,778.25	\$175,804.69	\$191,847.75
Structural Concrete per cy	\$525.00	\$453.00	\$436.00	\$1,329.00	\$415.00
Site Concrete per cy	\$225.00	\$439.00	\$422.00	\$635.00	\$398.00
Asphalt per ton	\$98.00	\$103.00	\$83.00	\$172.00	\$110.00
Base Course per cy	\$16.50	\$25.50	\$20.00	\$49.00	\$25.00
4" PVC Sanitary Line per foot	\$23.00	\$76.70	\$43.00	\$46.00	\$38.00
4" Conduit per foot	\$18.00	\$9.30	\$31.00	\$29.00	\$38.00
Soil Excavation per cy	\$5.95	\$2.32	\$2.25	\$8.00	\$5.00
Soil Fill per cy	\$6.50	\$13.95	\$16.00	\$16.00	\$5.00
New Chainlink per foot	\$35.00	\$27.94	\$35.00	\$64.00	\$35.00

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Attachments: Letter of Recommendation  
Budget Adjustment Request  
Asphalt & Seal Coating's Statement of Qualifications  
Construction Contract  
Bids

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SFC CLERK RECORDED 08/17/2011

**ATTACHMENT**

Letter of Recommendation

SFC CLERK RECORDED 08/17/2011



June 6, 2011

Santa Fe Solid Waste Management Agency  
Caja Del Rio Landfill  
149 Wildlife Way  
Santa Fe, NM 87506  
Attn: Randall Kippenbrock, P.E.

Re: Bid No. '11/40/B – Buckman Road Recycling and Transfer Station HHW project

Dear Mr. Kippenbrock,

On May 13, 2011 the Santa Fe Solid Waste Management Authority received five bids for construction of the Household Hazardous Waste Facility and the new recycling center pavement project. The apparent low bidder was Advantage Asphalt & Seal Coating, LLC.

JR Miller and Associates was asked to review the low bid proposal. We understand the City of Santa Fe Purchasing and Legal Departments have reviewed the bid documents for compliance with the RFP and City procurement requirements. This entailed confirming the bid bond, contractor licenses and Insurance are current.

JRMA completed a review of the contractor's bids. Advantage Asphalt provided a bid lump sum bid of \$595,031. The bid break out is a lump sum of \$445,000 for the HHW facility and a lump sum of \$105,000 for the recycling area, the balance being the New Mexico gross receipts tax.

Advantage Asphalt was 20% lower than the second bid. However, the five bidders had a fairly large spread in prices. The second low bid was 3% lower than the third low 10% lower than the high bid. The subcontractors for Advantage were similar to those of the other bidders. Since a significant portion of the project is paving and concrete it provides support why Advantage Asphalt might provide a lower bid.

JRMA also reviewed the unit prices for the various categories of work requested in the bid tab. It was determined that the unit prices were comparable to the other four bids submitted. These unit prices would be used to establish the cost to perform work resulting from change orders.

JRMA was provided a list of projects completed by Advantage Asphalt in order to verify they had completed work of similar nature as specified in the RFP. From the list received it was determined that Advantage had completed projects comparable in scope to the HHW and recycling center improvements. Advantage Asphalt and the contractors listed in their bid are licensed to complete the work as scoped. The City Purchasing Department has verified the bid bond.

Based on the information provided in the bid documents and the qualifications provided JRMA recommends award to Advantage Asphalt contingent on approval their document by the City Purchasing and Legal Departments.

Sincerely,

J.R. MILLER & ASSOCIATES, INC.  
Architects, Engineers, Planners

  
J.R. Medina  
Project Manager

J.R. MILLER & ASSOCIATES, INC.

Corporate Office  
2700 Saturn Street  
Brea, CA 92821  
Tel: 714.524.1870  
Fax: 714.524.1875

128 East Reynolds Road  
Suite 101  
Lexington, KY 40517  
Tel: 859.245.0049  
Fax: 859.245.0125

www.jrma.com

**ATTACHMENT**

Budget Adjustment Request

SFC CLERK RECORDED 08/17/2011





**ATTACHMENT**

Asphalt & Seal Coating's Statement of Qualifications

SEC CLERK RECORDED 08/17/2011

**Bidders Qualification****Advantage Asphalt & Seal Coating, LLC**

PO Box 28700  
 Santa Fe, New Mexico 87592  
 (505) 473-0402 Telephone  
 (505) 424-0599 Fax

**Owner(s)**

Joe Anthony Montoya  
 Nicholas M Montoya  
 Marlene R Montoya

**Qualifying Parties**

Joe Anthony Montoya  
 Uriel Alvarez  
 Nicholas Montoya  
 Martin Montoya

**New Mexico State License Classifications License 83485**

GA01, GA04, GB98, GF09, GS04, GS08

**Subsidiary Company**

Advantage Total Construction  
 A & M Bobcat Rental

**Qualifying Party**

Martin Montoya

**New Mexico State License Classification License 356213**

GB02

**DOL # 0876920081105**

**List of Reference / Projects Complete****Pojoaque Valley Schools District –**

Owner – Pojoaque Schools – School District 1574 State Road 502, Santa Fe, NM  
 Project Administrator: Walt Williams, Sullivan Design Co. 982-4481  
 Work Completed: Pump House Building and Pump Skids Sewer Services, Water Services, Asphalt Pavement

**City of Santa Fe on Call Concrete Construction Services**

Owner: City of Santa Fe PO Box 909, Santa Fe, New Mexico  
 Contact: Desirae Lujan, City of Santa Fe  
 Work Completed, Concrete, Excavation Work

**Ferguson Well**

Owner: Sangre De Cristo Water Co / City of Santa Fe  
 Project Administrator: Bill Huey – City of Santa Fe. 505-955-4273  
 Work Completed: Brick Wall and Concrete Work

**Santa Fe County – La Puebla Fire Station**

Owner: Santa Fe County

Contact: Ron Sandoval, 505-992-9863 Santa Fe County

Address: La Puebla, Santa Fe NM

Work Completed: On Site grading, concrete and paving. Drainage, Water and Sewer Improvements, Fire Station Building Structure and SWPP maintenance

**Santa Fe County Public Works – Stanley Transfer Station**

Owner: Santa Fe County

Contact: Robert Martinez, Santa Fe County (505) 490-2131

Address: 2600 Galisteo Road, Santa Fe, New Mexico 87505

Work Completed: On Site grading, concrete and paving. Drainage, Water and Sewer improvements, Transfer Station Building Structure and SWPP maintenance

**City of Santa Fe- Construction of Santa Fe River Trail Ricardo Road to Camino Alire**

Owner: City of Santa Fe PO Box 909, Santa Fe, New Mexico

Contact: Senon Vigil, City of Santa Fe

Project Administrator: Brian Drypolcher, City of Santa Fe

Work Completed: On Site Grading, Paving and Concrete, Installation of Safety Railing, Installation of Culverts and Guard post, SWPP Maintenance

**Pojoaque Waste Water Treatment Facility**

Owner: Pubelo of Pojoaque

General: Bradbury Stamm Construction Contact: Ted Taylor (505) 765-1200

Address: 7110 2<sup>nd</sup> Street, Albuquerque, New Mexico 87184

Work Completed: On Site grading, base course for roadway

**City of Santa Fe – Pueblos Del Sol Trails**

Owner: City of Santa Fe PO Box 909, Santa Fe, New Mexico

Contact: Frank Archuleta, City of Santa Fe 955-6766

Work Completed Excavation, Asphalt Pedestrian Trail

**Town of Taos NM 68**

Owner: Town of Taos 400 Camino De La Placitas, Taos, NM

Contact: French Espinosa – 575-770-1977

Work Completed: Concrete, Excavation, Sewer Line, Water line and Asphalt Roadway

**La Cienega MDWCA Water System Improvements**

Owner: La Cienega Mutual Domestic Water Consumers Association

Work Completed: Water Services, Excavation Services,

Contact: Jody Garcia, Jody Gannet Flemming (505) 417-1257

**Turquoise Trail Charter School**

Owner: Santa Fe Pubic Schools 610 Alta Vista, Santa Fe, NM

Project Administrator: Denise Peralta, Wilson & Company 4900 Lange Ave NE

Albuquerque, NM 87109 (505) 348-4000

Work Completed: Water Services, Excavation Services, Sewer Services, Asphalt Services, Concrete Work

**City of Santa Fe ADA**

**Owner:** City of Santa Fe PO Box 909, Santa Fe, New Mexico  
**Project Administrator:** Leann Vigil City of Santa Fe, 505-927-0561  
**Work Complete, Concrete, Excavation work**

**City of Santa Fe on Call Sewer Services**

**Owner:** City of Santa Fe PO Box 909, Santa Fe, New Mexico  
**Project Administrator:** City of Santa Fe,  
**Work Complete, Excavation work Asphalt repair, Sewer Repair**

**Sangre De Cristo Water Co. /City of Santa Fe on Call Asphalt Replacement**

**Owner:** Sangre De Cristo Water Co. / City of Santa Fe  
**Project Administrator:** Bill Huey – Sangre De Cristo Water Co. 505-955-4273  
**Work Completed: Excavation work, Asphalt repair**

**Nambe Pueblo –**

**Owner** Nambe Pueblo  
**Project Administrator** Andrew Martinez 505-455-0518  
**Work Completed: Excavation Work**

**City of Espanola – NM 101**

**Owner –** City of Espanola – 405 N Paseo Onate  
**Contact:** Michelle Salas – Molzen Corbin 2701 Miles Road Albuquerque, NM  
**(505) 247-9665 Work Completed: Water Services, Excavation Work, Asphalt Pavement**

**El Llano Water Extension**

**Owner** Greater Chimayo Water Line Association  
**Contact:** Ben Ortega (505) 747-6066  
**Contact:** Doug Albin – Molzen Corbin 2701 Miles Road, Albuquerque, NM  
**(505)366-3683**  
**Work Completed: Water Services, Excavation, Asphalt Services**

**Rio Arriba County Road 101 –**

**Owner** Greater Chimayo Domestic Water Line Association  
**Contact** Doug Albin – Molzen Corbin 2701 Miles Road, Albuquerque, NM  
**(505) 366-3683 Work Completed: Water Services, Excavation, Asphalt Services**

**Town of Taos NM 68**

**Owner:** Town of Taos 400 Camino De La Placitas, Taos, NM  
**Contact:** French Espinosa – 575-770-1977  
**Work Completed: Concrete, Excavation**

**City of Santa Fe – Pueblos Del Sol Trails**

**Owner:** City of Santa Fe PO Box 909, Santa Fe, New Mexico  
**Contact:** Frank Archuleta, City of Santa Fe 955-6766  
**Work Completed Excavation, Asphalt Pedestrian Trail**

**Waste Water System Improvements**

**Owner:** El Valle Water and Sewer Association  
**Contact:** Alex Abeyta, Abeyta Engineering 575-737-0377  
**Work Completed, Excavation, Sewer Services, Asphalt**

**Claim Jumper Street -**

Owner Town of Red River

Contact: Robert Perry 575-770-5958

Engineer: JM Consulting - Joe Moore

Work Completed: Sewer Service, Water Services, Excavation Services, Asphalt Services  
Concrete Services

**Town of Taos - Reed Alexander Street**

Owner: Town of Taos, 400 Camino De La Placita Taos, NM

Contacts:

Engineer: JM Consulting, 9512 Palaomas Ave NE Albuquerque, NM

Work Completed: On Site Grading, Installation of Storm pipe drainage, SWPP  
Maintenance

**Village of Pecos - Camino Lomita Roadway**

Owner: Village of Pecos

Contacts: 505-757-6511 Telephone 505-757-2833 Fax

Address: PO Drawer 337 Pecos, NM 87552

Engineer: Ubaldo Franco, Wilson & Company 2600 American Road SE Albuquerque  
505-259-3814 and Angela Valdez (505) 400-4774

Work completed: On Site Grading Paving and Concrete, On Site Drainage, SWPP  
Maintenance

**Santa Fe County Public Works - Low Water Crossing Ct Rd 84**

Owner: Santa Fe County

Contact: James Martinez, Santa Fe County (505) 490-2825

Address: 2600 Galisteo Road, Santa Fe, New Mexico 87505

Work Completed: On Site grading, concrete and paving. Drainage, Construction of  
concrete low water crossing bridge, structure and SWPP maintenance

**Santa Fe County Public Works - Paseo De Angel**

Owner: Santa Fe County

Contact: James Martinez Santa Fe County (505) 490-2825

Address: 2600 Galisteo Road, Santa Fe, New Mexico 87505

Work Completed: Installation of culverts concrete incased for low water crossing, on site  
Grading, concrete and paving, Drainage and SWPP maintenance.

**Santa Fe County Public Works - La Puebla Fire Station**

Owner: Santa Fe County

Contact: Ron Sandoval, Santa Fe County

Address: 2600 Galisteo Road, Santa Fe, New Mexico 87505

Work Completed: On Site grading, concrete and retaining walls, Constructing new  
building including remodeling of Existing Fire Station building and SWPP maintenance

**La Pradera Phase 2 to 6**

Owner: Gardner Associates & La Pradera Associates

Contacts: John McCarthy (505) 412-1220

Address: 825 Allendale Street, Santa Fe, New Mexico 87501

Engineer: Oralynn Guerrerortiz (505) 989-3557

Work Completed: On site grading, paving and concrete. On site drainage, on site water  
system, reclaimed water system, sewer system and SWPP maintenance.

**City of Bloomfield – North Heights Water System Upgrades**

Owner: City of Bloomfield

Contact: Julie Baird (505) 632-6305

Engineer: Cliff Stinmentz (505) 320-0494

Address: 915 North First Street, Bloomfield, NM 87413

Engineer: Sullivan Design Group, Walt Williams (505) 982-4481

Work Completed: On site grading, and paving. Water Main, Sanitary Sewer, Street Repair and SWPP maintenance

**City of Bloomfield – North Frontier Street Improvements**

Owner: City of Bloomfield

Contact: Julie Baird (505) 632-6305

Address: 915 North First Street, Bloomfield, NM 87413

Engineer: Larkin Group, David Owsley (505) 275-7500

Work Completed: On site grading, concrete and paving. Water Main, Street Repair and SWPP maintenance.

**Ohkay Owingeh – Airport Project #211352**

Owner: Ohkay Owingeh Pueblo Les King (505) 692-0025

Engineer: WHP Pacific, Mark Huntzinger (505) 830-8754

Address: 6501 Americas Parkway NE, Suite 400, Albuquerque, New Mexico 87110

Work Completed: On Site grading, concrete and paving. Water Main, Sanitary Sewer and SWPP maintenance.

**Kiowa Corp (Completed By Advantage Total Construction)**

Owner: Joe Grine & Jennifer Grine

Address: PO Box 15099, Santa Fe, New Mexico 87501

Work Completed: Completed Building for Beauty Saloon 651 Cerrillos Road, Santa Fe  
On Site Grading, concrete, framing, Painting, Plumbing and Electrical

**Kachina Ridge**

Owner: Arch Sproul

Contact: Arch Sproul (505) 577-0791

Address: 8 Camino Del Prado, Santa Fe, New Mexico 87507

Work completed: On site grading, paving and concrete. On site drainage, on site water system, sewer system and SWPP maintenance

**La Pradera Phase 1**

Owner: Gardner Associates & La Pradera Associates

Contacts: John McCarthy (505) 412-1220

Address: 825 Allendale Street, Santa Fe, New Mexico 87501

Engineer: Oralynn Guerrerortiz (505) 989-3557

Work Completed: On site grading, paving and concrete. On site drainage, on site water system, reclaimed water system, sewer system and SWPP maintenance.

**La Entrada at Rancho Viejo**

Owner: Rancho Viejo De Santa Fe

Contacts: Isaac Pino (505) 780-0374

Engineer: John Paul Romero (505) 690-3415

Work completed: On site grading, paving and concrete. On site drainage, on site water system, sewer system, retaining walls and SWPP maintenance

**Windmill Ridge Unit 4**

Owner: Rancho Viejo De Santa Fe

Contacts: Isaac Pino (505) 780-0374

Engineer: John Paul Romero (505) 690-3415

Work completed: On site grading, paving and concrete. On site drainage, on site water system, sewer system, retaining walls and SWPP maintenance

**Windmill Ridge Unit 3 East & West**

Owner: Rancho Viejo De Santa Fe

Contacts: Isaac Pino (505) 780-0374

Work completed: On site grading, paving and concrete. On site drainage, on site water system, sewer system, retaining walls and SWPP maintenance

**Rancho Viejo De Santa Fe -- Effluent Re Use Pump Station**

Owner: Rancho Viejo De Santa Fe

Contacts: Isaac Pino (505) 780-0374

Work completed: Installation of Pump Station for the Effluent Re-use line Infrastructure from WWTP to Village Unit 1 & 2, Windmill Rige Unit 1, 2 and 3

**Banking Contact**

Dave Dunmar

Community Bank

549 S. Guadalupe

Santa Fe NM 87501

1-505-946-3500

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Summary of classifications listed on Advantage Asphalt & Seal Coating's Statement of Qualifications  
for  
NM License 83485

GA-1

Streets, roads, highways, including tunnels, parking lots, alley, seal coats, and surfacing

GA-4

Striping

GB-98

General Building. Requires four years of experience. Erect, alter, repair, or demolish residential and commercial buildings, and certain structures, excluding those structures covered by the EE (electrical), GA (streets), GF (fixed works including utility), or MM (mechanical and plumbing).

GF-9

Utility lines (sewage, natural gas, and underground telephone cable)

GS-4

Concrete, cement, walkways, and driveways

GS-8

Earthmoving, excavating, and ditching

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**ATTACHMENT**

Construction Contract

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**SANTA FE SOLID WASTE  
MANAGEMENT AGENCY**

**BIDDING DOCUMENTS AND SPECIFICATIONS**

**BUCKMAN ROAD RECYCLING AND TRANSFER STATION –  
HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY**



**SPECIFICATIONS AND  
BID DOCUMENTS  
BID No. '11/40/B**

**MAY 2011**

**BIDS DUE:**

**MAY 23, 2011 at 2:00 P.M.**

**PURCHASING OFFICE**

**CITY OF SANTA FE**

**2651 SIRINGO ROAD – BUILDING "H"**

**SANTA FE, NEW MEXICO 87505**

**BUCKMAN ROAD RECYCLING AND TRANSFER STATION  
BIDDING DOCUMENTS AND SPECIFICATIONS  
HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY  
BID No. '11/40/B**

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**Section 1  
Invitation to Bid**

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**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
ADVERTISEMENT FOR BIDS**

INVITATION TO BID NO.: '11/40/B

SEALED BID FOR: Santa Fe Solid Waste Management Agency (SFSWMA)  
Buckman Road Recycling and Transfer Station  
HHW Collection Facility

BID SCHEDULE: Advertisement: May 13, 2011  
Issuance of Bid Packages: May 13, 2011  
Pre-Bid Conference: None  
Bid Opening: May 23, 2011 @ 2:00 p.m.  
Bid Award (Joint Powers Board): June 16, 2011  
Notice to Proceed: July 1, 2011 (Estimated)

TO BE OPENED AT: City Purchasing Office  
City of Santa Fe  
2651 Siringo Road, Building H  
Santa Fe, NM 87505

TIME: 2:00 P.M. Local Prevailing Time

DATE: May 23, 2011

ADDRESSED TO: Mr. Robert Rodarte  
Purchasing Director  
City of Santa Fe  
2651 Siringo Road, Building H  
Santa Fe, NM 87505

Bids will be received until 2:00 p.m. local prevailing time on Friday, May 23, 2011, then opened publicly at the City of Santa Fe Purchasing Office, 2651 Siringo Road, Building H, Santa Fe, New Mexico, and read aloud. Bids received after this deadline will be returned unopened.

**PRE-BID CONFERENCE:** No pre-bid conference will be held. All technical questions should be directed at the Engineer of Records, J. R. Miller & Associates, Inc., (714) 524-1870.

The Work consists of furnishing all equipment, labor and materials for the construction of the Buckman Road Recycling and Transfer Station, Household Hazardous Waste Collection Facility in accordance with the Construction Plans, Specifications, and other Contract Documents.

**OBTAINING CONTRACT DOCUMENTS:** If plans and specifications were obtained by the Bidder for Bid No. '11/36/B, they are the same plans and specifications for Bid No. '11/40/B. If plans and specifications have not been obtained, the Bidder may obtain plans, specifications and other Contract Documents from the SFSWMA at the address listed below upon receipt of

**\$150.00 deposit** for each set. The deposit is refundable provided the Contract Documents are received at the SFSWMA administrative office in useable condition within ten (10) working days after bid opening.

Santa Fe Solid Waste Management Agency  
Attn: Sally Padilla  
(505) 424 – 1850, ext. 150  
Caja del Rio Landfill  
149 Wildlife Way  
Santa Fe, NM 87506

Contract Documents may be reviewed at the administrative office of the Santa Fe Solid Waste Management Agency located at Caja del Rio Landfill, 149 Wildlife Way, Santa Fe, NM 87506. Contract Documents are also on file at the Builders News and Plan Room, Construction Reporter, and Dodge Reports in Albuquerque, NM.

Bids for the project will be presented in the form of a unit price or lump sum bid as indicated on the **Bid Form**. The bidder shall bid all items listed. Each bidder must conform to the conditions specified in the section entitled Instructions for Bidders.

**BID GUARANTEE:** Each bid shall be accompanied by an acceptable form of bid guarantee (Bid Security) in an amount equal to at least five percent (5%) of the amount of the bid payable to the Santa Fe Solid Waste Management Agency as a guarantee that if the bid is accepted, the Bidder will execute the Construction Contract and file acceptable **Performance and Labor and Material Payment Bonds** (each 100% of the Contract sum) within fifteen (15) days after the award of the Contract.

The bid shall also include a signed **Non-Collusion Affidavit of Prime Bidder**, a signed **Certificate of Nonsegregated Facilities**, a signed **Certificate of Bidder Regarding Equal Employment Opportunity**; a completed **Subcontractor Listing Form and Acknowledgement for Receipt of Addenda** issued.

The successful Bidder shall, upon notice of award of Contract, secure from each of his subcontractors a signed **Non-Collusion Affidavit of Subcontractor**. Bidders must possess an applicable license to perform the Work under this Contract, provided for in the New Mexico Construction Industries Rules and Regulations.

The Work specified in the Contract Documents shall be complete within one hundred fifty (150) calendar days following issuance of a notice-to-proceed to the successful Bidder. Following the one hundred fifty (150) calendar day contract time, the SFSWMA will impose liquidated damages for failure to comply with this time limit, as specified in the Contract Documents.

Bids will be held for sixty (60) days subject to action by the Owner.

**OWNERS RIGHTS RESERVED:** The Santa Fe Solid Waste Management Agency, herein referred to as the Owner, reserves the right to reject any or all bids and to waive any formality or

technicality in any bid in the best interest of the Owner.

The project is subject to New Mexico State Labor Commission Wage Rate Decision No. SF 11-0233 B. The project is also subject to the City of Santa Fe Living Wage Ordinance §28.1 28-1.12 SFCC 1987.

**EQUAL OPPORTUNITY IN EMPLOYMENT:** All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin. Bidders on this work will be required to comply with the Presidents Executive Order No. 11246 as amended.

ATTEST:

  
\_\_\_\_\_  
Mr. Robert Rodarte  
Purchasing Director  
City of Santa Fe

Received by the SANTA FE  
NEW MEXICAN on (date): May 10, 2011  
To be published on (date):

May 13, 2011 \_\_\_\_\_

By: \_\_\_\_\_  
New Mexican Signature

Received by the ALBUQUERQUE  
JOURNAL on (date): May 10, 2011  
To be published on (date):

May 13, 2011 \_\_\_\_\_

By: \_\_\_\_\_  
Albuquerque Journal Signature

## **Section 2 Instructions to Bidders**

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## **INSTRUCTIONS FOR BIDDERS**

Bids are requested by the Santa Fe Solid Waste Management Agency for Construction of the Buckman Road Recycling and Transfer Station Household Hazardous Waste Collection Facility in accordance with the Construction Plans, Specifications and Contract Documents.

1. **LOCATION AND DESCRIPTION OF WORK:** The Work under this Contract is located on-site at the Buckman Road Recycling and Transfer Station (BuRRT), 2600 Buckman Road, Santa Fe, New Mexico, 87507. The Work consists of furnishing all equipment, labor and materials for the construction of the Household Hazardous Waste Collection Facility at BuRRT, including but not limited to, demolition of approximately 9,000 SF of existing asphalt paving, grading and paving of approximately 10,400 SF on-site including a truck loading dock, construction of a 2,400 SF CMU building including a restroom and office, and paving of an approximately 5,400 SF of new roadway, as shown and specified in the Construction Plans, Specifications and Contract Documents. The Work also consists of furnishing all equipment, labor and materials for the construction of the Recyclables Drop-Off Area at BuRRT, including but not limited to, grading of approximately 15,000 SF with a cut volume of approximately 1,700 CY, a fill volume of approximately 300 CY, and export volume of approximately 1,400 CY, and paving of approximately 10,000 SF, as shown and specified in the Construction Plans, Specifications and Contract Documents.
2. **TIME AND PLACE OF RECEIVING AND OPENING BIDS:** This information will be found in the "Advertisement for Bids" form attached hereto. A bid received after the specified time will not be considered and will be returned to the Bidder unopened.
3. **SPECIFICATIONS:** The construction of this project will be in accordance with the General and Supplemental Conditions, Technical Specifications, and Construction Plans contained in the Contract Documents.
4. **CONTRACT DOCUMENT DEPOSIT:** The \$150.00 deposit in the form of a check for each set of Contract Documents as required in the "Advertisement for Bids" is refundable provided such Documents are returned in good condition to the Owner within ten (10) working days after the bid opening date. An additional four (4) sets of Documents will be furnished to the successful Bidder at no additional charge. Any additional sets requested will be issued to the successful Bidder by the Owner at the cost of reproduction.
5. **DEFINED TERMS:** Terms used in these Instructions to Bidders have the meanings assigned to them in the General and Supplemental Conditions.
6. **EXAMINATION OF CONTRACT DOCUMENTS AND SITE:** Before submitting the bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect performance of the Work, (c) familiarize himself with Federal, State and local laws, ordinances, rules and regulations affecting performance of the Work; and (d) carefully correlate his observations with the requirements of the Contract Documents. The submission of a Bid constitutes representation by Bidder that Bidder has complied with every requirement of this section and that the Contract Documents are sufficient in scope to indicate and convey understanding of all terms and conditions for performance of the Work.
7. **THE COMPLETE CONTRACT DOCUMENTS CONTAIN THE FOLLOWING:** Everything that is bound herein, as well as project Construction Plans, General and Supplemental Conditions, and Technical Specifications referenced herein.

8. **INTERPRETATIONS:** All questions about the meaning or intent of the Contract Documents shall be submitted to the Owner in writing. Replies will be issued by Addenda mailed, emailed, or faxed to all parties recorded by the Owner as having received the Documents at least two (2) days before the scheduled bid opening date. Questions received less than five (5) days prior to the date for opening of bids 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.

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 mailed, emailed, or faxed to all prospective bidders, no later than two 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 his bid as submitted. All addenda so issued shall become part of the Contract Documents.

The Agency reserves the right to not comply with these time frames if a critical addendum is required or if the proposal deadline needs to be extended due to critical reason in the best interest of the Santa Fe Solid Waste Management Agency.

9. **BID SECURITY:** Bid security (bid guarantee) in the amount of 5% of the amount of the bid shall accompany the Bid Form and must be in the form of a certified or bank cashier's check made payable to the Owner or a bid bond issued by a surety licensed to conduct business in the State of New Mexico, or other supplies in a form satisfactory to the Owner. The Bid Security of the successful Bidder will be retained until he has executed the Construction Agreement and furnished the required Contract Security (Performance and Labor and Material Payment Bonds), whereupon it will be returned. If he fails to execute and deliver the Construction Agreement and furnish the required Contract Security within ten (10) days of the Notice of Award, the Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom the Owner believes to have a reasonable chance of receiving the award may be retained by the Owner until either the seventh day after the executed Construction Agreement is delivered by the Owner to Contractor and the required Contract Security is furnished; or the sixty-first day after the bid opening, whichever is earlier. Bid security of other Bidders will be returned within fifteen (15) days of the bid opening, or sooner.

10. **RESIDENT PREFERENCE: INTENT AND POLICY:** The Owner 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 plants and other facilities within the State and giving employment to residents of the State (1969 OP. Attorney General No. 69-42).

**APPLICATION-IN-STATE AND OUT-OF-STATE BIDDERS:** With acknowledgement of this intent and policy, the preference will only be applied when bids are received from in state businesses, manufacturers and contractors that are within five (5) percent of low bids received from out-of state businesses, manufacturers and contractors (13-1-21 (A-1-21 (-F) and 134-2 (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.

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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 General Services Department - Purchasing Office (Joseph Montoya Building - 1100 S. St. Francis Drive - 505 827-0472).

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 business name of the Bidder submitting the bid.

**NON-APPLICATION OF COMPETING IN-STATE BIDDERS:** If the lowest responsive bid and the next responsive bids within five (5) percent of the lowest bid and 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. The bid documents issued shall include questions regarding residency, which the Bidder shall answer and certify. After examining the information included in the bid submitted, the City Purchasing Officer 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 Officer 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 lowest responsive "resident" bid shall be multiplied by 0.95. If that amount is then lower than the low responsive bid of a "nonresident" Bidder, although the award will be based taking into consideration the resident preference of five (5) percent.

Preferences shall not be applied when expenditures of Federal funds designated for a specific contract is involved.

A Bidder may not claim a five (5) percent preference as a manufacturer and a five (5) percent preference as a business for a cumulative ten (10) percent.

New Mexico Resident Preference Number (if applicable): \_\_\_\_\_

11. **CONTRACT TIME:** The number of days for the completion of Work (the Contract Time) is one hundred fifty (150) calendar days as set forth in the Bid Proposal and will be included in the executed Construction Agreement.
12. **SUBCONTRACTORS, SUPPLIERS AND OTHERS:**
  - A. The Contractor, in the bid documents, must identify in writing to the Owner those portions of the Work that he proposes to subcontract and after the Notice of Award, may only subcontract other portions of the work with the Owner's written consent.
  - B. Contractor will not be required to employ any other subcontractor, other person or organization against whom he has reasonable objection.
  - C. The Contractor shall list all Subcontractor names, addresses and type of work to be performed.

- D. The Subcontractor threshold amount for this project is \$5,000. 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 (Sections 13-4-31 through 14-3-43, NMSA 1978) shall apply.
- E. EXEMPTION: In accordance with the "SUBCONTRACTOR'S FAIR PRACTICES ACT", Section 13-4-35, NMSA 1978, the Contractor shall not be required to submit a Subcontractor Listing form with the bid for contracts for construction, improvement or repair of streets or highways, including bridges, underground utilities within easements, including but not limited to waterlines, sewer lines and storm sewer lines. The SUBCONTRACTOR'S FAIR PRACTICES ACT shall apply, however, to that portion of contracts for construction, improvement or repair of streets or highways which covers street lighting and traffic signals.

The Bidder shall list the Subcontractor(s) or material supplier(s) he proposes to use for all trades or items on the Subcontractor Listing form attached to the Bid Form. The listing must include Subcontractors specifically identified in Paragraph D above. If awarded the contract, the Bidder shall use the firm listed, or himself if "General Contractor" has been listed, unless a request for a change or substitution is approved by the Owner of any reason as outlined herein.

- F. For subcontract work involving the provision of "SUBCONTRACTOR'S FAIR PRACTICES ACT" (Sections 13-4-31 through 13-4-43, NMSA 1978) summarized as follows, shall apply:
1. A Contractor may not substitute any Subcontractor listed, unless the Owner approves, in writing, the substitution based on the following situations:
    - a. The Subcontractor fails or refuses to execute a contract due to bankruptcy or insolvency;
    - b. The Subcontractor fails or refuses to perform;
    - c. The Contractor demonstrates to the Owner that the listed Subcontractor was due to an inadvertent clerical error;
    - d. Acceptance of an alternate by the Owner causes the original Subcontractor's bid not to be low;
    - e. The Contractor can substantiate to the Owner that a Subcontractor's bid is incomplete, or;
    - f. The Subcontractor fails or refuses to meet bond requirements of the Contractor.
  2. Prior to approval of the Contractor's request for substitution, the Owner shall give notice to the listed Subcontractor by certified mail. The Subcontractor shall have five (5) working days to submit written objections to the Owner. Failure to respond shall constitute Subcontractor's consent to the substitution. If written objections are received, the Owner shall give five (5) working days notice of a hearing.
  3. No other substitution of Subcontractors may be permitted by the Contractor, other than for requested change orders in the scope of the work or unless the Contractor can show that no bids were received.

4. It shall be the responsibility of the Subcontractor to be prepared to submit performance or payment bonds if requested by the Contractor. If the Subcontractor does not furnish such requested bonding, the Contractor may substitute another Subcontractor, as per the provisions of item 1 above. (The requirement of such bonding must be included in the Contractor's written or published request for Subcontract bids.)
5. If the Contractor does not specify a Subcontractor, he represents that he shall perform the work.
6. If the Contractor is claiming an inadvertent clerical error, notice shall be given to the Owner and to the involved Subcontractor within two (2) working days of the bid opening. The Subcontractor shall have six (6) working days from the bid opening to submit written objections. Failure to respond shall constitute Subcontractor's agreement that an error was made.
7. If determined to be an emergency, upon written finding, subcontracting may be permitted although not originally designated in the bid.
8. By State statute, violation of this act may allow the Owner to cancel the Contract or assess the Contractor a penalty up to ten (10) percent of the subcontract involved, but in no case less than the difference between the amount of the listed Subcontractor and the Subcontractor used. The Contractor shall be entitled a hearing after notice of intent of assess a penalty.
9. If a hearing is held, the dispute shall be stated in writing and the Owner shall evaluate the issues of both sides and render a determination within ten (10) days of the hearing and provide the parties with a written copy of the decision by certified mail. The Owner may also refer the matter to arbitration.

**13. BID FORM:**

- A. The Bid Form is included in the Contract Documents; additional copies may be obtained from SFSWMA, Caja Del Rio Landfill, 149 Wildlife Way, Santa Fe, NM, 87506.
- B. The Bid Form must be completed in either ink or typewritten. The bid price of each item on the form must be stated in numerals and written words; in case of an error in extensions in the unit price schedule the unit price shown in written words shall govern.
- C. Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- D. Bids by partnerships must be executed in the partnership name and signed by a partner, his title must appear under his signature and the official address of the partnership must be shown below the signature.
- E. All names must be typed or printed below the signature.
- F. The bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

**14. QUALIFICATION OF BIDS:** All Bidders must have a valid New Mexico Contractor's License appropriate to the Work herein specified.

**15. SUBMISSION OF BIDS:** Bids shall be submitted at the time and place indicated in the

Advertisement for Bids and shall be enclosed in an opaque sealed envelope, marked with the project title, name and address of the Bidder, N.M. License Number, and accompanied by the Bid Security, list of subcontractors and other required documents. The Bid Form shall not be detached from the bound set of Contract Documents. All blanks must be filled in. Conditional bids will not be considered. The envelope shall be addressed to:

Mr. Robert Rodarte  
Purchasing Director  
2651 Siringo Road Bldg. H.  
Santa Fe, NM 87505

16. **MODIFICATION AND WITHDRAWAL OF BIDS:** Bids may be modified or withdrawn by an appropriate document duly executed and delivered to the place where bids are to be submitted at any time prior to the opening of bids.
17. **BID OPENING PROCEDURE:** The person or persons opening the bids will adhere to the following procedure:
- A. Bid Proposal;
  - B. Bid Form and Completed Bid Schedule - Name of Bidder and Bidder's New Mexico Contractor's License with a check for proper signatures;
  - C. Acknowledgement for receipt of Addenda, if any;
  - D. Bid Bond or Check for Bid Security;
  - E. Subcontractor Listing Form;
  - F. Non-Collusion Affidavit of Prime Bidder;
  - G. Certification of Non-Segregated Facilities; and
  - H. Certification of Bidder regarding Equal Employment Opportunity.
- If any of the other requirements have not been met, the bid shall be disqualified and considered a non responsive bid. Any disqualified bids will not be read.
18. **BIDS TO REMAIN OPEN:** If a Contract is to be awarded, it will be awarded to the lowest responsible base bid whose evaluation indicates to the Owner that the award will be in the best interests of the project and the Owner. All bids shall remain open for sixty (60) days after the day of the bid opening, but the Owner may, in its sole discretion, release any bid and return the Bid Security prior to that date.
19. **AWARD OF CONTRACT:**
- A. The Owner reserves the right to reject any and all bids and waive any and all informalities or technicalities and the right to disregard all nonconforming or conditional bids or counter bids.
  - B. If a Contract is to be awarded, it will be awarded to the lowest responsible base bid whose evaluation indicates to the Owner that the award will be in the best interests of the project and the Owner. Additive Alternatives may be added all or in part, based on available funding or timing to be exercised by the Owner at its discretion. If Alternatives

- are to be awarded, the Owner will award the Contract to the responsible Bidder submitting the low Base Bid, excluding NMGRT, including any combination of any Additive Alternates or Deductive Alternates.
- C. Simultaneously with delivery of the executed counterparts of the Agreement to the Owner, Contractor shall deliver to the Owner the required Contract Bonds.
  - D. If a Contract is to be awarded, the Owner will give the apparent successful Bidder a Notice of Award within thirty (30) days after the day of the bid opening.
  - E. If the lowest responsible Bidder has otherwise qualified, the lowest Bidder may negotiate with the Owner for a lower bid if the lowest bid is within ten percent over budgeted project funds. No change in the original scope of the terms or terms and conditions will be allowed. Terms and conditions refer to the Contract requirements, warranties, and bonds. Negotiation may be permitted with product, materials, and equipment alternatives as determined to be in the best interest of the Owner.
20. **WAGE RATES:** The Bidder's attention is directed to the fact that wages to be paid on this project shall not be less than the prevailing wage rates as listed by the New Mexico State Labor and Industrial Commission. It shall be the successful Bidder's responsibility to inform himself thoroughly of all state, federal and local laws and statutes pertaining to the employment of labor, the freedom of organization and the conditions of employment and shall strictly adhere to such laws and regulations as are applicable. There shall be no discrimination because of race, creed, color, national origin or legal political affiliation in the employment of persons qualified by training and experience for work under this contract.
21. **REQUIRED SUBMITTALS:**
- A. Bid Proposal;
  - B. Bid Form and Completed Bid Schedule - Name of Bidder and Bidder's New Mexico Contractor's License with a check for proper signatures;
  - C. Acknowledgement for receipt of Addenda, if any;
  - D. Bid Bond or Check for Bid Security;
  - E. Subcontractor Listing Form;
  - F. Non-Collusion Affidavit of Prime Bidder;
  - G. Certification of Non-Segregated Facilities; and
  - H. Certification of Bidder regarding Equal Employment Opportunity.
- If any of the above requirements have not been met, the bid shall not be read.
22. **SUBSTITUTIONS:** The bid shall not be qualified by the bid of substitutions for specified materials or equipment.
23. **PREFERENCES:** In the construction of this project, the Owner has no preference for any process, type of equipment, or kind of material, but will consider all processes, types of equipment or kinds of material offered on a usual competitive basis if they are in fact the equal to that specified and will accomplish the purpose intended. The Owner reserves the right to be the sole judge as to whether or not a different process, type of equipment or kind of material offered is in fact equal to that specified.

24. **LICENSE OR ROYALTY FEES:** Licenses and/or royalty fees for products or for processes must be paid for directly by the Contractor.
25. **PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND:** The Contractor will be required to furnish surety bonds in an amount at least equal to one hundred percent (100%) each of the total Contract price as security for faithful performance of the Contract and payment for all labor and materials. The surety company must be authorized to do business in the State of New Mexico and must be acceptable to the Owner.
26. **ADDENDUM:** Each Addendum shall be made a part of the Contract Documents to the same extent as though contained in the original Documents and itemized listing thereof. Each Bidder shall acknowledge receipt of each Addendum in the space provided on the Bid Form.
27. **COLLUSION:** No Bidder shall be interested in more than one bid. Collusion among Bidders or the submission of more than one bid under different names by any firms or individual shall be cause for rejection of all bids in question without consideration.
28. **QUANTITIES:** The quantities set forth in the Bid Form are estimated quantities on which bids will be compared and which will be the basis for Award of Contract. Payment will be made for the Work actually performed.
29. **UTILITY INSPECTION:** All work done on the existing Owner owned utilities shall be inspected by a representative of the Owner before backfilling.
30. **POWER OF ATTORNEY:** Attorneys in fact who sign bonds must attach certified effective copies of their Power of Attorney to all bonds.
31. **PRE-BID CONFERENCE:** No Pre-Bid Conference will be held.
32. **PROTEST PROCEDURE:** Any Bidder or Contractor who is aggrieved in connection with a procurement may protest to the City Purchasing Director. The protest must be in writing and be submitted within fifteen (15) calendar days after the facts or occurrences.

The complete procedures and requirements regarding protests and resolution of protests are available from the Purchasing Office upon request.

### 33. CONSIDERATION OF BIDS

#### 33.1 RECEIPT, OPENING AND RECORDING

Bids received on time will be opened publicly and will be read aloud, and an abstract of the amounts of the Base Bids and Alternates or Bid Items, if any, will be made available to the Bidders. Each Bid shall be open to public inspection. The Owner 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 Owner's best interest.

#### 33.2 BID EVALUATION AND AWARD

33.2.1 It is the intent of the Owner to award a contract to the lowest responsible base bid, provided the Bid has been submitted in accordance with the requirements of the Contract Documents. 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. Post-Bid information that may be required of a Contractor as to qualifications can include, but not be limited to those

items listed in Paragraph 33.

33.2.2 If the Base Bid is within the amount of funds available to finance the construction Contract, Contract award will be made to the responsible Bidder submitting the low Base Bid, excluding New Mexico Gross Receipts (NMGR) tax. If alternatives are to be awarded the Owner will award the Contract to the responsible Bidder submitting the low Base Bid, excluding NMGR tax, including any combination of any Additive Alternates or Deductive Alternates.

33.2.3 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.

33.3 **COMPETITIVE SEALED BIDS**

Contracts solicited by competitive sealed bids shall require that the bid amount exclude applicable New Mexico Gross Receipts Taxes or applicable local option taxes, but that the Owner 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 Tax shall be computed and shown as a separate amount on the Bid Form and on each request for payment made under the Contract.

33.4 **NOTICE OF AWARD**

A written Notice of Award shall be issued by the Owner after review and approval of the Bid and related documents by the Governing Authority, as defined in the Supplementary Provisions, with reasonable promptness.

33.5 **IDENTICAL BIDS**

When two or more of the Bids submitted are identical in price and are the low Bid, the Owner may:

- A. Award pursuant to the multiple source award provisions of the Procurement Code;
- B. Award to a resident business if the identical low Bids are submitted by a resident business and a nonresident business;
- C. Award to a resident manufacturer if the identical low Bids are submitted by a resident manufacturer and a non-resident manufacturer;
- D. Award by letter to one of the identical low Bidders;
- E. Reject all Bids and re-solicit Bids for the required services, construction, or items of tangible personal property.

33.6 **CANCELLATION OF AWARD**

When in the best interest of the public, the Owner may cancel the award of any contract at any time before the execution of said contract by all parties without any liability against the Owner.

**34. POST-BID INFORMATION**

**34.1 RETURN OF BID SECURITY**

All Bid Security in the form of checks, except those retained by the owner per Paragraph 8.0 of this Instruction to Bidders will be returned within fifteen (15) days following the bid opening. The retained Bid Security of the Successful Bidder(s), if in the form of a check, will be returned after satisfactory Contract Bonds have been furnished and the Contract has been executed as stated in the above referenced Paragraph 8.0. Bid Securities in the form of Bid Bonds will be returned only upon the request of the unsuccessful Bidder, but will be released by the Owner after the Notice of Award is sent by the Owner.

**34.2 NOTICE TO PROCEED**

The Owner will issue a written Notice to Proceed to the Contractor stipulating the date from which Contract Time will be charged and the date Contract Time is to expire, subject to valid modifications of the Contract authorized by Change Order.

**34.3 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 readvertised and constructed under contract or otherwise, as the Owner may decide.

**34.4 CONTRACTOR'S QUALIFICATION STATEMENT**

Bidder to whom award of a Contract is under consideration shall submit, upon request, 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 Contract Documents and the form of submittal shall be a Statement of Bidder's Qualifications.

**34.5 CONTRACT BONDS REQUIREMENTS**

The Successful Bidder, where the Contract Price exceeds twenty five thousand dollars (\$25,000), shall post a one hundred (100) percent Performance Bond and one hundred (100) percent Labor and Material Payment Bond. Bonds shall be executed on Performance Bond and Labor and Material Payment 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 Owner.

**34.6 INSURANCE REQUIREMENTS**

34.6.1 The Contractor shall carry insurance to protect the Owner from and against all claims, demands, actions, judgments, costs, expenses and liabilities which may arise or result directly or indirectly from or by reasons of loss, injury or damage related to the Project. The Contractor shall file with the Owner current certificates evidencing public liability insurance with limits as provided in the New Mexico Tort Claims Act,

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Section 41-4-19, NMSA 1978, and as that section or successors section may be amended from time to time. The Contractor shall also carry such insurance as it deems necessary to protect it from all claims under any workmen's compensation law in effect that may be applicable to the Contractor. All insurance required by this Agreement shall be kept and remain in full force and effect for the entire life of this Agreement.

- 34.6.2 The insurance coverage shall include worker's compensation, employer's liability, comprehensive general liability (Premises-Operations, independent contractors, products and completed operations, broad form property damage, contractual liability, explosion and collapse hazard, underground hazard, personal injury) comprehensive automobile liability (owned and hired), excess liability (umbrella form), and all-risk builder's risk.
- 34.6.3 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 final payment.
- 34.6.4 A valid certificate of insurance must be submitted to the Owner prior to issuance of a Notice-to-Proceed.

### 35. MINIMUM WAGE RATES

- 35.1 The Any Contract entered into in excess of sixty thousand dollars (\$60,000) for construction, alteration, demolition, or repair, or any combination of these, including painting and decorating of public buildings or public works, is subject to the minimum wage rate decision issued by the New Mexico State Labor and Industrial Commission for this Project. This project is subject to Minimum Wage Rate Decision Number SF-11-0233 B.
- 35.2 Federal Funded Contracts in excess of \$2,000.00 are subject to Federal Labor Standards Requirements of Davis Bacon Act.
- 35.3 This project is subject to the City of Santa Fe Living Wage Ordinance §28.1 28-1.12 SFCC 1987.
- 35.4 The Bidder shall ensure that, in submitting his Bid, the minimum wage rate determination, included herein, has been utilized in preparing his Bid.

## **Section 3 Bid Proposal**

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**BID PROPOSAL**  
**BID No. '11/40/B**  
**BUCKMAN ROAD RECYCLING AND TRANSFER STATION**  
**HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY**

CONTRACTOR NAME Advantage Asphalt  
ADDRESS PO Box 28700 Santa Fe NM 87592

To the Santa Fe Solid Waste Management Agency, State of New Mexico (Owner):

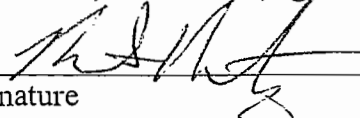
The undersigned proposes to furnish and deliver all the material and to do all the work and labor required in the construction of "Household Hazardous Waste Collection Facility" at the Buckman Road Recycling and Transfer Station in City of Santa Fe, State of New Mexico, according to the Construction Plans and Specifications at the prices named and shown on the Bid Form.

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

The undersigned hereby agrees to execute and deliver the Construction Agreement and required bonds within ten (10) days, or such further time as may be allowed in writing by the Owner after receiving notification of the acceptance of this bid, and it is hereby mutually understood and agreed that in case we do not, we forfeit the accompanying check or bid bond to the Owner as liquidated damages, and the said Owner may proceed to award the contract to others.

The undersigned hereby agrees to commence the work within ten (10) days, or such further time as may be allowed in writing by the after notification to proceed, and to complete the Work within one hundred and fifty (150) calendar days, as outlined in these Contract Documents.

The undersigned proposes to furnish Labor and Material Payment Bond and Performance Bond in the amount of one hundred (100%) percent of the Contract Amount each as surety conditioned for the full complete and faithful performance of this contract, and to indemnify and save harmless the Owner from any damage or loss of which the Owner may become liable by the default of said Contractor, or by reason of any neglect or carelessness on the part of said Contractor, his agents or employees, or by or on account of any act or omission of said Contractor, his servants, agents or employees, in performance of this contract.

  
Signature

5-23-11  
Date

**Section 4  
Bid Form**

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**BID FORM**  
**SANTA FE SOLID WASTE MANAGEMENT AGENCY**  
**BUCKMAN ROAD RECYCLING AND TRANSFER STATION**  
**CONTRACTING AGENCY AND OWNER**

NAME: Advantage Asphalt  
ADDRESS: PO Box 28700 Santa Fe NM 87592  
Hereinafter called Bidder.

TO: Mr. Robert Rodarte  
Purchasing Director  
City of Santa Fe  
2651 Siringo Road, Building H  
Santa Fe, NM 87505

Hereinafter called Owner,

**BID FOR: BUCKMAN ROAD RECYCLING AND TRANSFER STATION**  
**HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY**

Santa Fe Solid Waste Management Agency: Bid No. '11/40/B

1. The Bidder has familiarized itself with the existing conditions on the Project area affecting the cost of the Work and with the Contract Documents which includes:
  - a. Advertisement for Bids
  - b. Instructions for Bidders
  - c. Bid Proposal
  - d. Bid Form
  - e. Supplemental Bid Forms
  - f. Construction Agreement
  - g. Performance Bond
  - h. Labor and Material Payment Bond
  - i. General and Supplemental Conditions
  - j. Technical Specifications
  - k. Construction Plans.

The Bidder hereby proposes to furnish all supervision, technical personnel, labor, materials, tools, appurtenances, equipment, and services (including all utility and transportation services) required to construct and complete the improvements, all in accordance with the above listed Documents.

2. Bidder agrees to perform all Work to construct the Household Hazardous Waste Collection Facility described in the Specifications and shown on the Construction Plans for the following lump sum prices provided in the Bid Schedule (Lump Sum) below.

Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

**BID SCHEDULE (LUMP SUM)  
BID No. '11/40/B**

BID ITEM	ITEM DESCRIPTION W/UNIT BID PRICE WRITTEN IN WORDS IN BLANK	UNIT	AMOUNT BID
1	Household Hazardous Waste Collection Facility and Related Site Work at <i>four hundred forty five thousand dollars &amp; zero cents</i> DOLLARS AND CENTS PER LUMP SUM	LS	<i>445,000.00</i>
2	Recyclables Drop-Off Area and Related Site Work at <i>one hundred five thousand dollars &amp; zero cents</i> DOLLARS AND CENTS PER LUMP SUM	LS	<i>105,000.00</i>

SUBTOTAL - BASE BID AMOUNT FOR ITEMS 1-2:           \$ *550,000.00*  
 NEW MEXICO GROSS RECEIPTS TAX @ 8.1875%           \$ *45,031.25*  
 TOTAL - BASE BID PLUS NM GROSS RECEIPTS TAX   \$ *595,031.25*

**TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED**

In the event of unforeseen conditions, discrepancies, or changes to the facility, bidder agrees to perform all Work related to construct the Household Hazardous Waste Collection Facility that is not currently described in the Specifications or shown on the Construction Plans for the following unit prices provided in the Bid Schedule (Unit Prices) below.

Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

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BID SCHEDULE (UNIT PRICES)

BID ITEM	ITEM DESCRIPTION W/UNIT BID PRICE WRITTEN IN WORDS IN BLANK	UNIT & QUANTITY	AMOUNT BID UNIT PRICE
3	Structural Concrete, including reinforcement, placement and finishing at <u>five hundred Twenty</u> <u>five dollars &amp; zero cents</u> DOLLARS AND CENTS PER CUBIC YARD	(1) CY	\$525.00
4	Site Concrete including reinforcement, placement and finishing at <u>Two hundred Twenty</u> <u>five dollars &amp; zero cents</u> DOLLARS AND CENTS PER CUBIC YARD	(1) CY	\$225.00
5	Asphalt Pavement at <u>Ninety eight dollars</u> <u>&amp; zero cents</u> DOLLARS AND CENTS PER TON	(1) Ton	\$98.00
6	Base Course at <u>Sixteen dollars &amp;</u> <u>fifty cents</u> DOLLARS AND CENTS PER CUBIC YARD	(1) CY	\$16.50
7	4" PVC Sanitary Sewer Line, including excavation and backfill, at <u>Twenty three dollars</u> <u>&amp; zero cents</u> DOLLARS AND CENTS PER LINEAR FOOT	(1) LF	\$23.00
8	4" PVC Conduit, including excavation and backfill, at <u>eighteen dollars</u> <u>&amp; zero cents</u> DOLLARS AND CENTS PER LINEAR FOOT	(1) LF	\$18.00
9	Soil Excavation at <u>five dollars &amp;</u> <u>ninety five cents</u> DOLLARS AND CENTS PER CUBIC YARD	(1) CY	\$5.95
10	Soil Fill at <u>Six dollars &amp; fifty</u> <u>cents</u> DOLLARS AND CENTS PER CUBIC YARD	(1) CY	\$6.50
11	New Chainlink Fence at <u>thirty five dollars</u> <u>&amp; zero cents</u> DOLLARS AND CENTS PER LINEAR FOOT	(1) LF	\$35.00

SFC CLERK RECORDED 08/17/2011

3. In submitting this bid, the Bidder understands that the right is reserved by the Owner to reject any irregular or all bids, waive any technicalities in the bids, and accept the bid deemed to be in the best interest of the Agency and that the Owner intends to award one contract (if at all) for the items bid. If written notice of the acceptance of this bid is mailed, telegraphed or otherwise delivered to the undersigned within sixty (60) days after the opening thereof or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver.
  
4. All Addenda pertaining to this project, shall be acknowledged by the Bidder in the spaces provided below (Indicate none if on Addenda have been issued):

Addendum		Acknowledged by Bidder or his Authorized Representative	Date Acknowledged
No.	Date		
1		<i>Martin Montez</i>	<i>4-14-11</i>
2		<i>Martin Montez</i>	<i>4-22-11</i>
3		<i>Martin Montez</i>	<i>5-13-11</i>
4		<i>Martin Montez</i>	<i>5-13-11</i>

Failure to acknowledge receipt, as provided above, may be considered sufficient grounds for disqualification of the Bidder and rejection of his bid. A record of all Addenda and copies of same will be available to all qualified bidders from SFSWMA, Caja Del Rio Landfill, 149 Wildlife Way, Santa Fe, NM, 87506, after 3:00 p.m., two (2) days prior to the letting. It shall be the Bidder's responsibility to become fully advised of all Addenda prior to submitting his bid.

5. The Bidder agrees to commence work under this Contract within ten (10) days after a date to be specified in a written Notice to Proceed (NTP) from the Owner or its authorized agents, and fully complete construction of the Household Hazardous Waste Collection Facility within one hundred fifty (150) calendar days. Bidder further agrees to substantially complete the Work or to pay liquidated damages as provided in the Contract Documents.

6. Security in the sum of five (5) percent of the amount bid in form of (check one):

Bid Bond       Certified Check

is attached hereto in accordance with the "Instructions for Bidders".



7. This Bid Form contains the following:

- ✓A. Bid Proposal;
- ✓B. Bid Form and Completed Bid Schedule - Name of Bidder and Bidder's New Mexico Contractor's License with a check for proper signatures;
- ✓C. Acknowledgement for receipt of Addenda, if any;
- ✓D. Bid Bond or Check for Bid Security;
- ✓E. Subcontractor Listing Form;
- ✓F. Non-Collusion Affidavit of Prime Bidder;
- ✓G. Certification of Non-Segregated Facilities; and
- ✓H. Certification of Bidder regarding Equal Employment Opportunity.

**TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED**

SFC CLERK RECORDED 08/17/2011

Respectfully Submitted:

Name of Bidder

Advance Asphalt

By:

*[Handwritten Signature]*  
(Signature)

Title:

Superintendent

Date:

5-23-11

Official Address:

PO Box 28700  
Santa Fe NM 87592

Telephone No.:

505-473-0402

New Mexico Contractor's License Number and Types:

83485

United States Treasury Number:

850 469 990

New Mexico State Residence Preference Certification Number

if any:

88C35

SFC CLERK RECORDED 08/17/2011

**Section 5  
Bid Bond**

SFC CLERK RECORDED 08/17/2011

**BID BOND**

A. KNOW ALL MEN BY THESE PRESENTS, THAT WE \_\_\_\_\_,  
herein after called the PRINCIPAL and the \_\_\_\_\_,  
of \_\_\_\_\_ a Corporation duly organized under the laws  
of the State of \_\_\_\_\_, and, authorized to do business in the State of New  
Mexico, hereinafter called the SURETY, as SURETY are held and firmly bound unto the  
Santa Fe Solid Waste Management Agency, 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 the accompanying bid, dated \_\_\_\_\_,  
2011, (Bid No.'11/40/B) for the construction of the Santa Fe Solid Waste Management  
Agency, Buckman Road Recycling and Transfer Station, Household Hazardous Waste  
Collection Facility, 2600 Buckman Road, Santa Fe, NM 87057.

B. NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the  
Principal shall enter into a Contract with the Obligee in accordance with the terms of  
such bid, and give such bond 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.

C. SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, a.d. 2011.

\_\_\_\_\_  
BIDDER

\_\_\_\_\_  
WITNESS

By: \_\_\_\_\_ (SEAL)

PRINCIPAL

\_\_\_\_\_  
WITNESS

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

SURETY

\_\_\_\_\_  
TITLE

SFC CLERK RECORDED 08/17/2011

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we

Advantage Asphalt & Seal Coating, LLC  
51B Estrellas Road North, Santa Fe, NM 87508

as Principal, hereinafter called the Principal, and the Western Insurance Company, a corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called Surety, are held and firmly bound unto

City of Santa Fe, 2651 Siringo Road, Building H, Santa Fe, NM 87505

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Bid Amount

Dollars ( 5% of Bid Amount), 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.

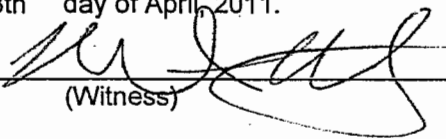
WHEREAS, the Principal has submitted a bid for

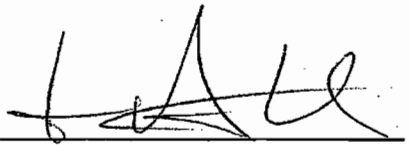
Santa Fe Solid Waste Management Agency (SFSWMA), Buckman Road Recycling and Transfer Station, HHW Collection Facility

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing and give bond with good and sufficient surety, or, in the event of the failure of the Principal to enter into such Contract and give such bond or bonds; if the Principal shall pay to the 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.


PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

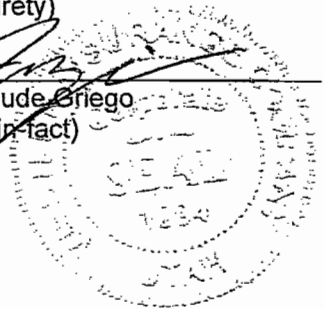
28th day of April, 2011.

  
\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
(Principal)  
Owner  
\_\_\_\_\_  
(Title)

Western Insurance Company  
(Surety)

  
\_\_\_\_\_  
Matthew Jude Griego  
(Attorney-in-fact)



SFC CLERK RECORDED 08/17/2011

WESTERN INSURANCE COMPANY  
POWER OF ATTORNEY

13265

KNOW ALL MEN BY THESE PRESENTS: That WESTERN INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Utah and having its principal office at the City of Sandy, in the State of Utah, does hereby constitute and appoint

Matthew Jude Griego, Denise Gordon

Of the STATE OF UTAH its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts, and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law

In Witness Whereof, the said WESTERN INSURANCE COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary, this 6th day of December, 2010.  
WESTERN INSURANCE COMPANY

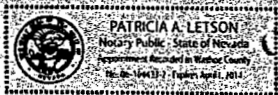


(Signed) By [Signature] President

(Signed) By [Signature] Secretary

STATE OF UTAH

On this 6th day of December, 2010, before me personally came DICK L. ROTTMAN, PRESIDENT of the WESTERN INSURANCE COMPANY, and ALICE A. MOLASKY ARMAN, SECRETARY of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said DICK L. ROTTMAN and ALICE A. MOLASKY ARMAN, were respectively the PRESIDENT and the SECRETARY of the said WESTERN INSURANCE COMPANY, the corporation described in which executed the foregoing Power of Attorney, that they each knew the seal of said corporation, that the seal affixed to said Power of Attorney was such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like orders, PRESIDENT and SECRETARY, respectively, of the Company. My Commission expires the 1st day in April, 2011.



(Signed) [Signature] Notary Public

This Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of the WESTERN INSURANCE COMPANY on December 6, 2010:

RESOLVED, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by person or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or a Vice President, jointly with the Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and, unless subsequently revoked and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorney(s)-in-Fact shall have the power and authority, unless subsequently revoked and, in any case, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I ALICE A. MOLASKY ARMAN, Secretary of the WESTERN INSURANCE COMPANY, do hereby certify that the foregoing is a true excerpt from the Resolution of the said Company as adopted by its Board of Directors on December 6, 2010 and that this resolution is in full force effect.

I, the undersigned Secretary of the WESTERN INSURANCE COMPANY, do hereby certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Testimony Whereof, I have hereunto set my hand and the seal of the WESTERN INSURANCE COMPANY on this 28th day of April, 2011.

[Signature] Secretary



REC. CLERK RECORDED 03/17/2011

## **Section 6 Supplemental Bid Forms**

SFC CLERK RECORDED 08/17/2011

**SUPPLEMENTAL BID FORMS**

<b><u>INDEX</u></b>	<b><u>PAGE</u></b>
Sub-Contractor Listing Form .....	6-3
Non-Collusion Affidavit of Prime Bidder .....	6-4
Certification of Non-Segregated Facilities .....	6-5
Certification of Bidder Regarding Equal Employment Opportunity .....	6-6

SFC CLERK RECORDED 08/17/2011



**SUBCONTRACTOR LISTING FORM**

All Bidders shall comply with the requirements of the *Subcontractor's Fair Practices Act* (Sections 13-4-31 through 13-4-43, NMSA 1978). Also, a subcontractor that submits a bid valued at more than fifty thousand dollars (\$50,000) for this project is subject to the Public Works Minimum Wage Act (Section 13-4-10, NMSA 1978) and shall be registered with the Labor and Industrial Division of the New Mexico Department of Labor.

**SUBCONTRACTOR LISTING**

TRADE	NAME	ADDRESS	PHONE#	LICENSE #	NM DEPT OF LABOR REGISTRATION # (IF APPLICABLE)	SUBCONTR SIGNATURE BE OBTAIN AFTER THE OF CONTR.
Electric	L & R Electric	Santa Fe, NM	570-0530		0188672011609	
Plumbing	GARDNER Plumbing	Alb, NM	56838-2969		01190226091630	
Sprinkler System	Valley Protection Inc.	Alb, NM	505-898-1647		002832006070	
<del>Surveys</del>	<del>Dawson Surveys</del>	<del>Santa Fe</del>	<del>505-473-0162</del>			
Doors	Preferred Door Company	Alb, NM	505-341-4965		02153620120	
Roof	Enchanted Roofing Service	Santa Fe	505-989-1790		01998200703	
Fastening Surveys	BSIU	Santa Fe NM	505-423-7973		027692008105	

SEAL CLERK RECORDED 08/17/2011

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

STATE OF NEW MEXICO

COUNTY OF Santa Fe

Martin Montez being first duly sworn, deposes and says that:

- (1) He is the Superintendent of the Bidder that has submitted the attached Bid Proposal;
- (2) He is fully informed respecting the preparation and contents of the attached Bid Proposal and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Contracting Agency or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(SIGNED) [Signature]  
TITLE Superintendent

SUBSCRIBED AND SWORN to before me this 23 day of May 2011.

[Signature]  
NOTARY PUBLIC

My Commission Expires 04/15/2012

SFC CLERK RECORDED 08/17/2011

**CERTIFICATION OF NON-SEGREGATED FACILITIES**

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

The construction Contractor certifies that 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 clock, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreating or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The construction Contractor agrees that (except where 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 provisions of the Equal Opportunity Clause and that he will retain such certifications in his files.

(SIGNED) *[Handwritten Signature]*

PRINT NAME Martin Montez

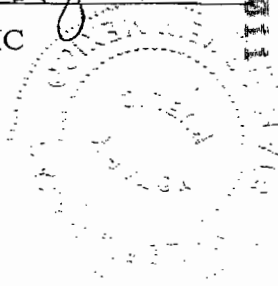
TITLE Superintendent

SUBSCRIBED AND SWORN to before me this 23 day of May 2011

*[Handwritten Signature]*  
NOTARY PUBLIC

My Commission Expires 04/15/2012

REC CLERK RECORDED 02/17/2011



**CERTIFICATION OF BIDDER REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

**INSTRUCTIONS**

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

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

**CERTIFICATION OF BIDDER**

Bidder's Name: Advantage Asphalt

Address: PO Box 28700  
Santa Fe NM 87592

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.

Martin Montez Superintendent  
NAME AND TITLE OF SIGNER (PLEASE TYPE)

M. J. Montez  
SIGNATURE

5-23-10  
DATE

SFC CLERK RECORDED 08/17/2011

**Section 7**  
**Agreement between Owner and Contractor**

SEC CLERK RECORDED 08/17/2011

**SANTA FE SOLID WASTE MANAGEMENT AGENCY**

**AGREEMENT BETWEEN  
OWNER AND CONTRACTOR**

**BUCKMAN ROAD RECYCLING AND TRANSFER STATION  
CONSTRUCTION OF  
HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY**

This Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the **SANTA FE SOLID WASTE MANAGEMENT AGENCY**, herein known as the Owner, and \_\_\_\_\_, herein known as the Contractor for the following:

**PROJECT:** Complete Construction of  
Household Hazardous Waste Collection Facility

**PROJECT No.:** '11/40/B

**ENGINEER OF RECORD:** J.R. Miller & Associates, Inc  
2700 Saturn St.  
Brea, California 92821

**DISTRIBUTION:**

**OWNER** SANTA FE SOLID WASTE MANAGEMENT AGENCY

**CONTRACTOR** \_\_\_\_\_

**ENGINEER** J. R. MILLER & ASSOCIATES

**USER AGENCY** \_\_\_\_\_

**OTHER** \_\_\_\_\_

SEC CLERK RECORDED 08/17/2011

**RECITALS**

WHEREAS, the Owner, through its Solid Waste Joint Powers Board, is authorized to enter into a Construction Contract for the project; and

WHEREAS, the Owner, has let this contract according to the established State and Local Purchasing procedures for contracts of the type and amount let; and

WHEREAS, construction of this Project was approved by the Solid Waste Joint Powers Board of SFSWMA at its meeting of.

The OWNER and the CONTRACTOR agree:

**ARTICLE 1**  
**THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, the Conditions of the Contract (General, Supplementary, and other Conditions), the Drawings, the Specifications, all Addenda issued prior to and all Modifications issued after execution of this Agreement. These documents form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

**ARTICLE 2**  
**THE WORK**

The Contractor shall perform all the Work required by the Contract Documents for SFSWMA, Buckman Road Recycling and Transfer Station, 2600 Buckman Road, Santa Fe, NM 87507, for Construction of Household Hazardous Waste Collection Facility.

**ARTICLE 3**  
**TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

The work to be performed under this Contract shall be commenced not later than ten (10) consecutive calendar days after the date of written Notice to Proceed. Substantial Completion for the Bid Work shall be achieved within one hundred fifty (150) calendar days after the date of written Notice to Proceed [the Contract Time] except as hereafter extended by valid written Change Order by the Owner.

**ARTICLE 4**  
**CONTRACT SUM**

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_).

The Contract Sum is determined as follows:

Base Bid Work	\$ _____
Gross Receipts Tax	\$ _____
TOTAL	\$ _____

**ARTICLE 5**  
**PROGRESS PAYMENTS**

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

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, ninety five percent (95%) of the portion of the Contract sum properly allocable to labor, materials, and equipment incorporated in the work and ninety five percent (95%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to ninety-eight percent (98%) of the Contract Sum, less such amounts as the Owner shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

**ARTICLE 6**  
**LIQUIDATED DAMAGES**

Should the Contractor neglect, refuse, or otherwise fail to complete the work within the Contract Period of one hundred and fifty (150) calendar days or any extension in the Contract thereof, the Contractor agrees to pay to the Owner the amount of One Thousand dollars (\$1,000) per consecutive calendar days of delay until the work is completed and accepted or until voided pursuant to the provisions of the General Conditions of the Contract, not as a penalty, but as liquidated damages for such breach of the Contract.

**ARTICLE 7**  
**FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor within twenty-one (21) calendar days after all deficiencies to the Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the Owner. In addition, the Contractor shall provide to the Owner a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

**ARTICLE 8**  
**SCHEDULE**

The Contractor shall, within five (5) days after the effective date of Notice to Proceeds, prepare and submit five (5) copies of a progress schedule covering project operations for the one hundred and fifty (150) calendar-day Contract Period for the Work. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the Contractor to implement the CPM shall be borne by



the Contractor, and are part of their contract.

**ARTICLE 9**  
**GENERAL AND SPECIAL PROVISIONS**

- 9.1 This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of New Mexico as the same from time to time exist.
- 9.2 Terms used in this agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.
- 9.3 The Contractor shall defend, indemnify, and hold harmless the Owner against any and all injury, loss, or damage, including, without limitation, cost of defense, court costs and attorney's fees arising out of the acts, errors, or omissions of the Contractor.
- 9.4 An enumeration of the Contractor's Liability Insurance requirements appears in the General Conditions of the Contract for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain adequate insurance in at least the aggregate maximum amounts which the Owner could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the SFWMA. It is the sole responsibility of the Contractor to be in compliance with the law.
- 9.5 This Agreement shall not become effective until: (1) approved by the SFSWMA signed by all parties required to sign this Agreement.
- 9.6 The Contractor and the Contractor's agents and employees are independent contractors performing professional and technical services for the Owner and are not employees of the Owner. The Contractor and the Contractor's agents and employees shall not accrue leave, retirement, insurance, bonding, use of Owner's vehicles, or any other benefits afforded to employees of the Owner as a result of this Agreement.
- 9.7 The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Owner.
- 9.8 The Contractor shall maintain detailed time records, which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the Owner, the Department of Finance and Administration and the State Auditor. The Owner shall have the right to audit the billing both before and after payment; payment under this Agreement shall not foreclose the right of the Owner to recover excessive illegal payments.
- 9.9 The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Owner for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Owner, this Agreement shall terminate upon written notice being given by the Owner to the Contractor. The Owner's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.
- 9.10 The Contractor warrants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement.
- 9.11 The Contractor hereby warrants that the Contractor is in compliance with the Americans

with Disabilities Act, 29 CFR 1630.

- 9.12 The Contractor, upon final payment of the amounts due under this Agreement, releases the Owner, the Owner's officers and employees, and SFSWMA from all liabilities and obligations arising from or under this Agreement, including, without limitation, to all damages, losses, costs, liability, and expenses, including, without limitation, to attorney's fees and costs of litigation that the Contractor may have.
- 9.13 The Contractor agrees not to purport to bind the Owner to any obligation not assumed herein by the Owner, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.
- 9.14 Notices. Any and all notices provided for hereunder shall be in writing and shall be deemed delivered, given and received when (i) personally delivered, or (ii) 5 days after the same are deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the applicable party at the address indicated below for such party, or at such other address as may be designated by either party in a written notice to the other party.

OWNER: Santa Fe Solid Waste Management Agency  
149 Wildlife Way  
Santa Fe, NM 87506  
Attention: Mr. Randall Kippenbrock, Executive Director

CONTRACTOR:

New Mexico License No. \_\_\_\_\_

- 9.15 Gender, Singular/Plural. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.
- 9.16 Captions and Section Headings. The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope and conditions of this Agreement.
- 9.17 This document shall be executed in no less than five (5) counterparts, each of which shall be deemed an original.
- 9.18 Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Agreement shall be attached to this Agreement at the time of execution, and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.
- 9.19 Separability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

- 9.20 Waiver. No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of either party to insist upon the performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party of breach by the other party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.
- 9.21 Entire Agreement. This Agreement represents the entire Contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Contract, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior conditions, agreements, or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.
- 9.22 Interchangeable Terms. For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.
- 9.23 Words and Phrases. Words, phrases, and abbreviations which have well-known technical or trade meanings used in the Contract documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.
- 9.24 Relationship of Contract Documents. The Contract Documents are complementary, and any requirement of one contract document shall be as binding as if required by all.
- 9.25 Pursuant to Section 13-1-191, NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including Sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3, NMSA 1978) which prohibit bribes, kickbacks, and gratuities, the violation of which constitutes a felony. Further, the Procurement Code (Sections 13-1-28 through 13-1-199, NMSA 1978) imposes civil and criminal penalties for its violation.
- 9.26 By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the Owner and the Contractor. No person shall claim any right, title of interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

SFC CLERK RECORDED 08/17/2011

9.27 This Agreement is entered into as of the day and year first written above.

SOLID WASTE JOINT POWERS BOARD

\_\_\_\_\_  
COUNCILOR ROSEMARY ROMERO  
CHAIR

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK

CONTRACTOR

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

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

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

NM TAXATION AND REVENUE CRS

NO. \_\_\_\_\_

CITY OF SANTA FE BUSINESS REG

NO. \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
JUSTIN W. MILLER  
SFSWMA ATTORNEY

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

## **Section 8 Performance Bond**

SFC CLERK RECORDED 08/17/2011

**PERFORMANCE BOND**

A. KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_ (here insert the name and address or legal title of the Contractor) as Principal, hereinafter called Contractor, and \_\_\_\_\_ (here insert the legal title of Surety) as Surety, hereinafter called Surety, are held firmly bound unto the Santa Fe Solid Waste Management Agency as Obligee, hereinafter called Owner, in the amount of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

B. WHEREAS, the Contractor has by written agreement dated, \_\_\_\_\_ 2011, entered into a Contract with the Santa Fe Solid Waste Management for the \_\_\_\_\_ in accordance with Construction Plans and Specifications prepared by the Owner which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

1. The Surety hereby waives notice of any alteration or extension of time made by the Owner.
2. Whenever Contractor shall be, and declared by the Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default or shall promptly:
  - a. Complete the Contract in accordance with its terms and conditions or
  - b. Obtain a bid or bids for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a secession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price" as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.
3. Any suit under this bond must be instituted before the expiration of two (2) years

from the date on which final payment under the contract falls due.

4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

(SIGNED) \_\_\_\_\_

TITLE \_\_\_\_\_

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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

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

\_\_\_\_\_  
Contractor- Principal

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

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

Approved as to form:

\_\_\_\_\_

\_\_\_\_\_  
Surety

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

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

Countersigned:

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

**Section 9  
Labor and Material Payment Bond**

SFC CLERK RECORDED 08/17/2011



**LABOR AND MATERIAL PAYMENT BOND**

A. KNOW ALL MEN BY THESE PRESENTS THAT

(HERE INSERT THE NAME AND ADDRESS OR LEGAL TITLE OF THE CONTRACTOR)  
as Principal, hereinafter called Principal, and \_\_\_\_\_

(HERE INSERT THE LEGAL TITLE OF SURETY)

As Surety, hereinafter called Surety, are held and firmly bound unto the Santa Fe Solid Waste Management Agency as Obligee, hereinafter called Owner, for the use and benefits of claimants as herein below defined, in the amount of \_\_\_\_\_  
DOLLARS, (\$ \_\_\_\_\_) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

B. WHEREAS, Principal has by written agreement dated \_\_\_\_\_, 2011 entered into a contract with the Santa Fe Solid Waste Management Agency for the \_\_\_\_\_  
in accordance with Drawings and specifications prepared by the Santa Fe Solid Waste Management Agency, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

1. A claimant is defined as one having a direct contract with the principal or with a subcontractor of the principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above-named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for payment of any cost or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
  - a. Unless claimant, or other than one having a direct contract with the principal, shall

have written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed.

- b. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or revised in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such services need not be made by a public officer.
  - c. After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  - d. Other than in a state court of competent jurisdiction in and for the Owner or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall not be reduced by and to the extent of any payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

SFC CLERK RECORDED 08/17/2011

SIGNED AND SEALED on \_\_\_\_\_, 2011

In the presence of:

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

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

\_\_\_\_\_  
NAME OF COMPANY

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

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

\_\_\_\_\_  
Surety

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

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

Countersigned:

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

This bond is issued simultaneously with performance bond in favor of contracting agency for the faithful performance of the contract.

SFC CLERK RECORDED 08/17/2011

**Section 10  
Certificate of Owner's Attorney**

SEC CLERK RECORDED 08/17/2011

**CERTIFICATE OF OWNER'S ATTORNEY**

I, the undersigned, SFSWMA Attorney, the duly authorized and acting legal representative of Santa Fe Solid Waste Management Agency, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

\_\_\_\_\_  
Justin W. Miller, SFSWMA Attorney

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

SFC CLERK RECORDED 08/17/2011

## **Section 11 General Conditions**

SFC CLERK RECORDED 08/17/2011

## NOTICE

This document has been prepared by the Capital Improvements Program (CIP) and Contract Compliance staff of the Owner for use in construction projects.

DOCUMENT - SECTION 00710

### GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

(THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES;  
CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH  
RESPECT TO ITS COMPLETION OR MODIFICATION.)

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SEC CLERK RECORDED 08/17/2011

**ARTICLE 1**

**CONTRACT DOCUMENTS**

**1.1 DEFINITIONS**

**1.1.1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of the Owner-Contractor Agreement, the Conditions of the Contract (General, Supplementary, and Other Conditions), the Drawings, the Specifications, and all Addenda issued prior to and all Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the Engineer pursuant to Subparagraph 2.2.6, or (4) a written order for a minor change in the work issued by the Engineer pursuant to Paragraph 12.4. The Contract Documents do not include Bidding Documents such as the Advertisement or Invitation to Bid, the Instructions to Bidders, sample forms, the Contractor's Bid, or portions of Addenda relating to any of these, or any other documents, unless specifically enumerated in the Owner-Contractor Agreement.

**1.1.2 THE CONTRACT**

The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1. The Contract Documents shall not be construed to create any contractual relationship of any kind between the Engineer and the Contractor, but the Engineer shall be entitled to performance of obligations intended for his benefit, and to enforcement thereof. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner or the Engineer and any Subcontractor or Sub-subcontractor.

**1.1.3 THE WORK**

The work comprises the design and completed construction required by the Contract Documents, and includes design specifications, and all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

**1.1.4 THE PROJECT**

The Project is the total design and construction of which the work performed under the Contract Documents may be the whole or a part.

**1.2 EXECUTION, CORRELATION AND INTENT**

1.2.1 No fewer than five (5) copies of the Contract Documents shall be signed by the Owner and the Contractor. If either the Owner or the Contractor or both do not sign the Conditions of the Contract, Drawings, Specifications, or any of the other Contract Documents, the Engineer shall identify such Documents.

1.2.2 By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the work is to be performed, and correlated his observations with the requirements of the Contract Documents.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all work not covered in the Contract Documents



will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings. In the event of a conflict between the Contract Documents, the more stringent requirements shall govern.

- 1.2.4 The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the work among Subcontractors or in establishing the extent of work to be performed by any trade.

### **1.3 OWNERSHIP AND USE OF DOCUMENTS**

- 1.3.1 All designs, drawings, specifications, notes, and other work developed in the performance of this Contract shall be and remain the sole property of the Owner and may be used on any other work without additional compensation to the Engineer. With respect thereto, the Engineer agrees not to assert any rights and not to establish any claims under the design patent of copyright laws.

## **ARTICLE 2**

### **ENGINEER/ OWNER**

#### **2.1 DEFINITION**

- 2.1.1 The Engineer is the person lawfully licensed to practice Engineering, or an entity lawfully practicing Engineering identified as such in the Owner-Contractor Agreement, and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term "Engineer" mean the Owner or authorized representative.

#### **2.2 ADMINISTRATION OF THE CONTRACT – COMMUNITY FACILITIES SECTION**

- 2.2.1 The Engineer will provide administration of the Contract as hereinafter described.
- 2.2.2 The Engineer will be the Owner's representative during construction and until final payment is due. The Engineer will advise and consult with the Owner. The Owner's instructions to the Contractor shall be forwarded through the Engineer. The Engineer shall have the authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with Subparagraph 2.2.17.
- 2.2.3 The Engineer shall submit to the Owner, for approval, a list of critical inspection points based upon the construction schedule furnished by the Contract (Paragraph 4.11.1). The Engineer and his staff (including the on-site representative, if agreed upon) shall make visits to the site at those critical points and at other times as the Engineer deems appropriate during the progress of the work. Additionally, the Engineer shall familiarize himself with the progress and quality of the work and determine if the work is proceeding in accordance with the Contract Documents. On the basis of on-site observations, as an Engineer, he shall guard the Owner against defects and deficiencies in the construction. Should the Engineer determine that any portion of the work varies from the intent of the Contract Documents he shall immediately notify the Contractor and the Owner of the non-compliance and the nature of the work required to correct such non-compliance. The Engineer shall recommend to the Owner, in writing, to issue a "stop work order" for any portion of the work that does not substantially comply with the intent of the Contract Documents, except as follows.
- 2.2.4 The Engineer shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work. Additionally, the Engineer shall not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents. The Engineer shall reject work which does not meet or exceed the

standards established by the Contract Documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of any work in accordance with the provisions of the Contract Documents whether or not such work be then fabricated, installed or completed.

- 2.2.5 The Engineer shall at all times have access to the work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the Engineer may perform his functions under the Contract Documents.
- 2.2.6 Based on the Engineer's observations and an evaluation of the Contractor's Application for Payment, the Engineer will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in Paragraph 9.4.
- 2.2.7 The Engineer will be the interpreter of the requirements of the Contract Documents and the judge of the performance there under by both the Owner and the Contractor.
- 2.2.8 The Engineer will render interpretations necessary for the proper execution or progress of the work, with reasonable promptness and in accordance with any time limit agreed upon. Either party to the Contract may make written request to the Engineer for such interpretations.
- 2.2.9 Claims, disputes, and other matters in question between the Contractor and the Owner relating to the execution or progress of the work or the interpretation of the Contract Documents shall be referred to the Engineer for decision which he will render in writing within a reasonable time.
- 2.2.10 All interpretations and decisions of the Engineer shall be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. In his capacity as interpreter and judge, he will endeavor to secure faithful performance by both the Owner and the Contractor, will not show partiality to either, and will not be liable for the result of any interpretation or decision rendered in good faith in such capacity.
- 2.2.11 The Engineer's decisions in matters relating to artistic effect may be final if consistent with the intent of the Contract Documents.
- 2.2.12 The Engineer will have authority to reject work which does not conform to the Contract Documents. Whenever, in his opinion, he considers it necessary or advisable for the implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the work in accordance with Subparagraph 7.7.2 whether or not such work be then fabricated, installed or completed. However, neither the Engineer's authority to act under this Subparagraph 2.2.12, nor any decision made by him in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the work.
- 2.2.13 The Engineer will review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and samples, but only for conformance with the design concept of the work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the time is a component.
- 2.2.14 The Engineer will prepare Change Orders in accordance will Article 12 and will have authority to order minor changes in the work as provided in Subparagraph 12.4.1.
- 2.2.15 The Engineer will conduct inspections to determine the dates of Substantial Completion and Final Completion, will receive and forward to the Owner for the Owner's review of written warranties

and related documents required by the Contract and assembled by the Contractor and will issue a final Certificate of Payment upon compliance with the requirements of Paragraph 9.9

- 2.2.16 If the Owner and Engineer agree, the Engineer will provide one or more Project Representatives to assist the Engineer in carrying out his responsibilities at the site. The duties, responsibilities and limitations of authority of any such Project Representative shall be as set forth in an exhibit to be incorporated in the Contract Documents.
- 2.2.17 The duties, responsibilities and limitations of authority of the Engineer as the Owner's representative during construction as set for in the Contract Documents will not be modified or extended without written consent of the Owner, the Contractor and the Engineer.
- 2.2.18 In case of the termination of the employment of the Engineer, the Owner shall appoint an Engineer whose status under the Contract Documents shall be that of the former Engineer.

### ARTICLE 3

#### OWNER

#### 3.1 DEFINITION

- 3.1.1 The Owner is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term "Owner" means the Owner or his authorized representative.

#### 3.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

- 3.2.1 The Owner shall, at the request of the Contractor, at the time of execution of the Owner-Contractor Agreement, furnish to the Contractor reasonable evidence that he had made financial arrangements to fulfill his obligations under the Contract. Unless such reasonable evidence is furnished, the Contractor is not required to execute the Owner-Contractor Agreement or to commence the work.
- 3.2.2 The Owner shall furnish all surveys describing the physical characteristics, legal limitation and utility locations for the site for the Project, and a legal description of the site.
- 3.2.3 Except as provided in Subparagraph 4.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments, and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
- 3.2.4 Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in the orderly progress of the work.
- 3.2.5 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, all copies of Drawings and Specifications reasonable necessary for the execution of the work.
- 3.2.6 The Owner shall forward all instructions to the Contractor through the Engineer.
- 3.2.7 The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to work by Owner or by Separate Contractors, Payments and Completion, and Insurance in Articles 6, 9 and 11 respectively.

#### 3.3 OWNER'S RIGHT TO STOP THE WORK

- 3.3.1 If the Contractor fails to correct defective work as required by Paragraph 13.2 or persistently fails

to carry out the work in accordance with the Contract Documents, the Owner, by a written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Contractor to stop the work, or any portion thereof, until the cause of such order has been eliminated; however, this right of the Owner to stop the work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Subparagraph 6.1.3.

**3.4 OWNER'S RIGHT TO CARRY OUT THE WORK**

- 3.4.1 If the Contractor defaults or neglects to carry out the work in accordance with the Contract Documents and fails within seven days after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, after seven days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy he may have, make good such deficiencies. In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Engineer additional services made necessary by such default, neglect or failure. Such action by the Owner and the amount charged to the Contractor are both subject to the prior approval of the Engineer. If the payments then or thereafter due to the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

**ARTICLE 4**

**CONTRACTOR**

**4.1 DEFINITION**

- 4.1.1 The Contractor is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term "Contractor" means the Contractor or his authorized representative.

**4.2 REVIEW OF CONTRACT DOCUMENTS**

- 4.2.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Engineer any error, inconsistency or omission he may discover. The Contractor shall not be liable to the Owner or the Engineer for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents. The Contractor shall perform no portion of the work at any time without Contract Documents or, where required, approved Shop Drawings, Product Data or Samples for such portion of the work.

**4.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

- 4.3.1 The Contractor shall supervise and direct the work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contract.
- 4.3.2 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the work under a contract with the Contractor.
- 4.3.3 The Contractor shall not be relieved from his obligations to perform the work in accordance with the Contract Documents either by the activities or duties of the Engineer in his administration of the Contract, or by inspections, tests or approvals required or performed under Paragraph 7.8 by persons other than the Contractor.

**4.4 LABOR AND MATERIALS**

- 4.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work, whether or not incorporated or to be incorporated in the work.
- 4.4.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the task assigned to him.

**4.5 WARRANTY**

- 4.5.1 The Contractor warrants to the Owner and Engineer that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions in Paragraph 13.2.
- 4.5.2 The Contractor shall and hereby does warrant and guarantee all workmanship, labor, and materials performed and supplied by him or his Subcontractors for a period of one (1) year from the date of completion as evidenced by the date of the Engineer's Final Certificate of Payment of this Contract. This also included all labor required for replacing materials or equipment found to be defective with the one (1) year period. All guarantees for a longer period of time required by the work sections of these Specifications shall be secured by the Contractor from Subcontractors and delivered to the Engineer and are hereby warranted by the Contractor as much as if countersigned by him.

**4.6 TAXES**

- 4.6.1 The Contractor shall pay all sales, consumer gross receipts tax, use and other similar taxes for the work or portions thereof provided by the Contractor which are legally enacted at the time Bids are received, whether or not yet effective.

**4.7 PERMITS, FEES AND NOTICES**

- 4.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and for all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the work which are customarily secured after execution of the Contract and which are legally required at the time the Bids are received.
- 4.7.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work.
- 4.7.3 It is not the responsibility of the Contractor to make certain that the Contract Documents are in accordance with applicable laws, statutes, building codes and regulations. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the Engineer in writing, and any necessary changes shall be accomplished by appropriate Modification.
- 4.7.4 If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, he shall assume full responsibility therefore and shall in turn notify the Owner's Representative of such action.

**4.8 ALLOWANCES**

- 4.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by these allowances shall be supplied for such amounts and by these allowances shall be supplied for such amounts and by such persons as the Owner may direct, but the Contractor will not be required to employ persons against whom he makes a reasonable objection.
- 4.8.2 Unless otherwise provided in the Contract Documents:
- A. These allowances shall cover the cost to the Contractor, less any applicable trade, discount of the materials and equipment required by the allowance delivered at the site, and all applicable taxes;
  - B. The Contractor's costs for unloading and handling on the site, labor, installations costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Sum and not in this allowance;
  - C. Whenever the cost is more than or less than the allowance, the Contract Sum shall be adjusted accordingly by Change Order, the amount of which will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses.

**4.9 SUPERINTENDENT**

- 4.9.1 The Contractor shall employ a competent Superintendent and necessary assistants who shall be in attendance at the project site during the progress of the work. The Superintendent shall represent the Contractor, and all communications given to the Superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

**4.10 PROGRESS SCHEDULES**

- 4.10.1 The Contractor shall, within ten (10) days after the effective date of Notice to Proceed, furnish five copies of a preliminary progress schedule covering his operations for the first thirty (30) days. The preliminary progress schedule shall be a bar graph or an arrow diagram showing the items the Contractor intends to commence and complete the various work stages, operations, and contract means planned to be started during the first thirty (30) days.
- 4.10.2 Unless otherwise specified in the Special Provisions, the Contractor shall submit for approval by the Engineer, within ten (10) days after the effective date of Notice to Proceed, five copies of a critical-path-type analysis. The critical-path-type analysis shall include as a minimum; a graphic network diagram; a computer printout or list of activities; and a brief written explanation of the proposed schedule.
- 4.10.3 The graphic network diagram shall consist of an arrow diagram or a geometric figure and connector diagram which clearly depicts the major subdivisions of the work, the order and interdependencies of activities planned by the Contractor, as well as, activities by others which affect the Contractor's planning. The intended time for starting and completing each activity, the associated float time and the quantity and kinds of major equipment to be used shall be shown for each construction operation. For those activities lasting more than thirty (30) days, either the estimated time for 25-50 and 75 percent completion or other significant milestones in the course of the activity, shall be shown. In addition to the actual construction operations, the network diagram shall show such items as submittal of samples and Shop Drawings, delivery of materials and equipment, construction in the area by other forces, traffic detour controls, and other significant items related to the progress of construction. The graphic network diagram shall be printed or neatly and legibly drawn to a linear scale.

- 4.10.4 Activities shown shall be coordinated insofar as possible with the Contract Bid items, types of work and maximum number of activities of each type.
- 4.10.5 The computer printout or list of activities shall show for each activity the estimated duration, the earliest starting and finishing dates, the latest starting and finishing dates, and float or slack time. Activities which constitute the critical sequence shall be identified showing a total job duration equal to the Contract Time.
- 4.10.6 The written explanation shall contain sufficient information to describe the construction methods to be used and to enable the Engineer to evaluate the schedule and supporting analysis for validity and practicability. If the schedule or written explanation is not accepted by the Owner, the Contractor shall resubmit the rejected items within ten (10) days after rejection.
- 4.10.7 The analysis may employ the use of an electric computer or may consist of a non-computer analysis if the latter is suitable to analyze the number of activities required. The adequacy of the system selected shall be acceptable to the Engineer.
- 4.10.8 The Contractor shall submit to the Engineer monthly progress status reports on dates directed by the Engineer. Such reports shall list those uncompleted activities which have less than thirty (30) days float and which are either in progress or scheduled to be started within the next reporting period. For each of the listed activities, the following shall be shown:
- A. Starting date scheduled in last critical-path-analysis.
  - B. Actual or intended starting date.
  - C. Revised activity duration, if any.

If the noted starting dates or duration delay the scheduled project completion date, the delay shall be named. Reasons for the delay shall be given with an explanation of the Contractor's proposed corrective action. The Contract shall also note each activity completed during the report period.

- 4.10.9 A revised critical-path-type analysis shall be submitted when one or more of the following conditions occur:
- A. When an approved change Order significantly affects the contract completion date, or the sequence of activities.
  - B. When progress of any critical activity falls significantly behind the scheduled progress.
  - C. When delay on a non-critical activity is of such magnitude as to change the course of the critical path.
  - D. At any time the Contractor elects to change any sequence of activities affecting the critical path.

The revised analysis shall be made in the same form and detail as the original submittal and shall be accompanied by an explanation of the reasons for the revisions.

- 4.10.10 The Contractor shall prosecute the work in accordance with the latest critical path type analysis. Deviations therefrom shall be submitted to the Engineer for review. In the event that the progress of items along the critical path is delayed, the Contractor shall revise his planning to include additional forces, equipment, shifts or hours necessary to meet the contract completion date. All additional cost resulting therefrom will not be borne by the Owner.

**4.11 DOCUMENTS AND SAMPLES AT THE SITE**

- 4.11.1 The Contractor shall maintain at the site, for the Owner, one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be available to the Owner upon completion of the work.

**4.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

- 4.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the work.
- 4.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the work.
- 4.12.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the work will be judged.
- 4.12.4 The Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the work or in the work of the Owner of any separate Contractor, all Shop Drawings, Product Data and Sample required by the Contract Documents.
- 4.12.5 By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the work and of the Contract Documents.
- 4.12.6 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Engineer's approval of Shop Drawings, Product Data or Samples under Subparagraph 2.2.13 unless the Contractor has specifically informed the Engineer in writing of such deviation at the time of submission and the Engineer has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Engineer approval thereof.
- 4.12.7 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Engineer on previous submittals.
- 4.12.8 No portion of the work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Engineer as provided in Subparagraph 2.2.13. All such portions of the work shall be in accordance with approved submittals.

**4.13 USE OF SITE**

- 4.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not reasonably encumber the site with any materials or equipment.
- 4.13.2 The Contractor shall hold and save the Owner free and harmless from liability of any nature or kind arising from use, trespass or damage occasioned by third persons.



**4.14 CUTTING AND PATCHING OF WORK**

- 4.14.1 The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the work or to make its several parts fit together properly.
- 4.14.2 The Contractor shall not damage or endanger any portion of the work or the work of the Owner or any separate contracts by cutting, patching or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the Owner or any separate Contractor except with the written consent of the Owner and of such separate Contractor. The Contractor shall not unreasonably withhold from the Owner any separate Contractor his consent to cutting or otherwise altering the work.

**4.15 CLEANING UP**

- 4.15.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work, he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery and surplus materials.
- 4.15.2 If the Contractor fails to clean up a the completion of the work, the Owner may do so as provide in Paragraph 3.4, and the cost thereof shall be charged to the Contractor.
- 4.15.3 The Contractor shall be solely responsible for performance of the following clean up as they apply:
- A. Debris: Regardless of the nature of the debris, it shall be immediately cleared form the work area. Each trade shall cooperate with other trades in the removal of debris and in keeping a clean job throughout.
  - B. Cleaning of All Glazes: The Contractor shall remove sealant and caulking stains and paint from all glass and shall wash and polish same. Care shall be taken not to scratch glass.
  - C. Cleaning of All Painted, Decorated, and Stained Work: The Contractor shall remove all marks, stains, finger prints, and other soil or dirt from all painted, decorated, and stained work.
  - D. Removal of all Temporary Protections: The Contractor shall remove all temporary protections and shall clean all floors at completion.
  - E. Cleaning and Polishing of all Hardware: The Contractor shall clean and polish all hardware for all trades. This shall include removal of all stains, dust dirt, paint, etc., upon completion, without scratching or otherwise marring the hardware.
  - F. Removal of all Spot, Soil, and Paint from all Tile Work: The Contractor shall remove all spots, soil and paint from all tile work and shall wash the same upon completion.
  - G. Cleaning of all Fixtures and Equipment: The Contractor shall clean all fixtures and equipment, removing all stains, paint, dirt, and dust.

**4.6 COMMUNICATIONS**

- 4.16.1 The Contractor shall forward all communications to the Owner through the Engineer.

**4.17 ROYALTIES AND PATENTS**

- 4.17.1 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for

infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Engineer.

#### **4.18 INDEMNIFICATION**

- 4.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission on the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such negligent shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnify which would otherwise exist as to any party or person described in this Paragraph 4.18.
- 4.18.2 In any and all claims against the Owner or the Engineer or any of their agents or employees by an employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 4.18 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- 4.18.3 The obligation of the Contractor under this Paragraph 4.18 shall not extend to the liability of the Engineer, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, or (2) the giving of or the failure to give directions by the Engineer, his agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.

### ARTICLE 5

#### **SUBCONTRACTOR**

##### **5.1 DEFINITION**

- 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative. The term "Subcontractor" does not include any separate Contractor or his Subcontractors.
- 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform any of the work at the Site.

##### **5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

- 5.2.1 Unless otherwise required by the Contract Documents of the Bidding Documents, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the Owner and the Engineer in writing the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the work. The Engineer will promptly reply to the Contractor in writing stating whether or not the Owner or the Engineer, after due investigation, has reasonable objection to any such proposed person or

entity. Failure of the Owner or the Engineer to reply promptly shall constitute notice of no reasonable objection.

- 5.2.2 The Contractor shall not contract with any such proposed person or entity to whom the Owner or the Engineer has made reasonable objection under the provisions of Subparagraph 5.2.1. The Contractor shall not be required to contract with anyone to whom he has a reasonable objection.

**5.3 SUBCONTRACTUAL RELATION**

- 5.3.1 By an appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner and the Engineer. Said agreement shall preserve and protect the rights of the Owner and the Engineer under the Contract Documents with respect to the work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the Contractor-Subcontractor agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with his Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Paragraph 5.3, and identify the Subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such Documents available to his Subcontractors.

**ARTICLE 6**

**WORK BY OWNER OR BY SEPARATE CONTRACTORS**

**6.1 OWNER'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS**

- 6.1.1 The Owner reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, he shall make such claim as provided elsewhere in the Contract Documents.
- 6.1.2 When separate contracts are awarded for different portions of the Project or other work on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.
- 6.1.3 The Owner will provide for the coordination of the work of his own forces and of each separate Contractor with the work of the Contractor, who shall cooperate therewith as provided in Paragraph 6.2.

**6.2 MUTUAL RESPONSIBILITY**

- 6.2.1 The Contractor shall afford the Owner and the Separate Contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate his work with theirs as required by the Contract Documents.
- 6.2.2 If any part of the Contractor's work depends for proper execution or results upon the work of the Owner or any separate Contractor, the Contractor shall, prior to proceeding with the work, promptly report to the Engineer any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor so to report

shall constitute an acceptance of the Owner's or the separate Contractor's work as fit and proper to receive his work, except as to defects which may subsequently become apparent in such work by others.

- 6.2.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible thereof.
- 6.2.4 Should the Contractor wrongfully cause damage to the work or property of the Owner, or to other work on the site, the Contractor shall promptly remedy such damage as provided in Subparagraph 10.2.5.
- 6.2.5 Should the Contractor wrongfully cause damage to the work or property of any separate Contractor, the Contractor shall upon due notice promptly attempt to settle with such other Contractor by agreement, or otherwise to resolve the dispute. If such separate Contractor sues or initiates an arbitration proceeding against the Owner on account of any damage alleged to have been cause by the Contractor, the Owner shall notify the Contractor, who shall defend such proceedings at the Owner's expense, and if any judgment or award against the Owner arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorneys' fees and court or arbitration costs which the Owner has incurred.

**6.3 OWNER'S RIGHT TO CLEAN UP**

- 6.3.1 If a dispute arises between the Contractor and separate Contractors as to their responsibility for cleaning up as required by Paragraph 4.15, the Owner may clean up and charge the cost thereof to the Contractors responsible therefor as the Engineer shall determine to be just.

**ARTICLE 7**

**MISCELLANEOUS PROVISIONS**

**7.1 GOVERNING LAW**

- 7.1.1 The Contract shall be governed by the law of the State of New Mexico.
- 7.1.2 The Owner and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements, and obligations contained in the Contract Documents. Neither part to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to him thereunder, without the previous written consent of the Owner.

**7.2 WRITTEN NOTICE**

- 7.2.1 Written notice shall be deemed to have dully served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to him who gives the notice.

**7.3 CLAIMS FOR DAMAGES**

- 7.3.1 Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his employees, agents or others for whose acts he is legally liable, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

**7.4 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND**

7.4.1 The Contractor to whom the Contract is awarded shall furnish and pay for reputable and approved Performance and Labor and Material Payment Bonds, each for the full amount of the Contract Sum. Bonds shall be executed on standard AIA forms.

**7.5 RIGHTS AND REMEDIES**

7.5.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

7.5.2 No action or failure to act by the Owner, the Engineer, or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**7.6 TESTS**

7.6.1 If the Contract Document, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the work to be inspected, tested or approved, the Contractor shall give the Engineer timely notice of its readiness so the Engineer may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals. Tests specifically called for by specifications shall be made by a professional testing laboratory acceptable to the Engineer, and the Contractor shall employ same and pay all charges in connection therewith. Records of tests shall be delivered to the Engineer in duplicate on acceptable forms.

7.6.2 If the Engineer determines that any work requires special inspection, testing, or approval which Subparagraph 7.6.1 does not include, he will, upon written authorization from the Owner, instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as provided in Subparagraph 7.6.1. If such special inspection or testing reveals a failure of the work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the Engineer's additional services made necessary by such failure; otherwise the Owner shall bear such costs, and an appropriate Change Order shall be issued.

**7.7 INTEREST**

7.7.1 The Owner will not pay interest on payments due and unpaid under the Contract Document.

**ARTICLE 8**

**TIME**

**8.1 DEFINITIONS**

8.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Substantial Completion of the work as defined in Subparagraph 8.1.3, including authorized adjustments thereto.

8.1.2 The date of commencement of the work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein.

8.1.3 The Date of Substantial Completion of the work or designated portion thereof is the Date certified

by the Engineer and approved by the Owner when construction is deficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the work or designated portion thereof for the use for which it is intended.

- 8.1.4 The term "day" as used in the Contract Document shall mean calendar day unless otherwise specifically designated.

## **8.2 PROGRESS AND COMPLETION**

- 8.2.1 All time limits stated in the Contract Documents are the essence of the Contract.
- 8.2.2 The Contractor shall begin the work on the date of commencement as defined in Subparagraph 8.1.2. He shall carry the work forward expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

## **8.3 DELAYS AND EXTENSIONS OF TIME**

- 8.3.1 If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or the Engineer or by any employees of either, or by any separate Contractor employed by the Owner or by changes ordered in the work, or by labor disputes, fire, unusual delay in unavoidable casualties, or any causes beyond the Contractor's control or by delay authorized by the Owner pending arbitration, or by any other cause which the Engineer determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Engineer may determine.
- 8.3.2 Any claim for extension of time shall be made in writing to the Engineer not more than twenty days after the commencement of the delay; otherwise it shall be waived. In the case of a continuing delay, only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the work.
- 8.3.3 If written agreement is made stating the dates upon which interpretations as provided in Subparagraph 2.28 shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen days after written request is made for them, and not then unless such claim is reasonable.
- 8.3.4 This Paragraph 8.3 does not exclude the recovery of damages for delay by either party under other provisions of the Contract Documents.

## **ARTICLE 9**

### **PAYMENTS AND COMPLETION**

#### **9.1 CONTRACT SUM**

- 9.1.1 The Contract Sum is stated in the Owner-Contractor Agreement and including authorized adjustments thereto, is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract Documents.

#### **9.2 SCHEDULE OF VALUES**

- 9.2.1 Before the first Application for Payment, the Contractor shall submit to the Engineer a schedule of values allocated to the various portion of the work, prepared in such form and supported by such data to substantiate its accuracy as the Engineer may require. This schedule, unless objected to by the Engineer, shall be used only as a basis for the Contractor's Applications for payment.

**9.3 APPLICATIONS FOR PAYMENT**

- 9.3.1 At least ten days before the date for each progress payment established in the Owner-Contractor Agreement, the Contractor shall submit to the Engineer an itemized Application for Payment, notarized if required, supported by such data substantiating the Contractor's right to payment.
- 9.3.2 Unless otherwise provided in the Contract Documents, payments will be made on account of materials or equipment not incorporated in the work but delivered and suitably stored at the site; and, if approved in advance by the Owner payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing. Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance and transportation to the site for those materials and equipment stored off the site.
- 9.3.3 The Contractor warrants that title to all work, materials and equipment covered by an Application for Payment will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interest or encumbrances hereinafter referred to in this Article 9 as "liens"; and that no work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing work at the site or furnishing materials or equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

**9.4 CERTIFICATES FOR PAYMENT**

- 9.4.1 The Engineer will within seven days after the receipt of the Contract's Application for Payment, either issue a Certificate for Payment to the Owner with a copy to the Contractor for such amount as the Engineer determines is properly due, or notify the Contractor in writing of his reasons for withholding a Certificate as provided in Subparagraph 9.6.1.
- 9.4.2 The issuance of Certificate for Payment will constitute a representation by the Engineer to the Owner, based on his observations at the site as provided in Subparagraph 2.2.3 and the data comprising the Application for Payment, that the work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents correctable prior to completion, and to any specific qualifications stated in his Certificate); and that the Contractor is entitled to payment in the amount certified. However, by issuing a Certificate for Payment, the Engineer shall not thereby be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the work or that he has reviewed the construction means, methods, techniques, sequences or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the moneys previously paid on account of the Contract Sum.

**9.5 PROGRESS PAYMENTS**

- 9.5.1 After the Engineer has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents.
- 9.5.2 The Contractor shall promptly pay each Subcontractor upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's work. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payment to

his Subcontractors in similar manner.

- 9.5.3 The Engineer may, on request and at his discretion, furnish to any Subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by the Contractor on the action taken thereon by the Engineer on account of work done by such Subcontractor.
- 9.5.4 Neither the Owner nor the Engineer shall have any obligation to pay or to see to the payment of any moneys to any Subcontractor except as may otherwise be required by law.
- 9.5.5 No Certificate for progress payment, no progress payment, nor any partial or entire use of occupancy of the Project by the Owner shall constitute an acceptance of any work not in accordance with the Contract Documents.

**9.6 PAYMENT WITHHELD**

- 9.6.1 The Engineer may decline to certify payment and may withhold his Certificate in whole or in part, to the extent necessary to reasonably protect the Owner, if in his opinion he is unable to make representations to the Owner as provided in Subparagraph 9.4.2.
- 9.6.2 If the Engineer is unable to make representations to the Owner, as provided in Subparagraph 9.4.2 and to certify payment in the amount of the Application, he will notify the Contractor as provided in Subparagraph 9.4.1. If the Contractor and Engineer cannot agree on a revised amount, the Engineer will promptly issue a Certificate for Payment for the amount for which he is able to make such representations to the Owner. The Engineer may also decline to certify payment, or because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any Certificate for Payment previously issued, to such extent as may be necessary in his opinion to protect the Owner from loss because of:
  - A. Defective work not remedied;
  - B. Third party claims filed or reasonable evidence indicating probable filing of such claims;
  - C. Failure of the Contractor or make payments properly to Subcontractors or for labor, materials or equipment;
  - D. Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract Sum;
  - E. Damage to the work of another Contractor;
  - F. Reasonable evidence that the work will not be completed within the Contract Time; or,
  - G. Failure to carry out the work in accordance with the Contract Documents.
- 9.6.3 When the above discovered evidence or observations in Subparagraph 9.6.2 have been removed, payment shall be made for amounts withheld because of them.

**9.7 FAILURE OF PAYMENT**

- 9.7.1 If the Engineer does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents any amount certified by the Engineer, then the Contractor may, upon seven additional days' written notice to the Owner and the Engineer, stop the work until payment of the amount owing has been received. The Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, which shall be effected by appropriate Change Order in accordance with



Paragraph 12.1.

**9.8 SUBSTANTIAL COMPLETION**

- 9.8.1 When the Contractor considers that the work, or a designated portion thereof which is acceptable to the Owner, is substantially complete as defined in Subparagraph 8.1.3, the Contractor shall prepare for submission to the Engineer a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents. When the Engineer, with the Owner, on the basis of an inspection determines that the work or designated portion thereof is substantially complete, he will then prepare a Certificate of Substantial Completion Form, AIA Document G704-1978, which shall establish the Date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for security, maintenance within which the Contractor shall complete the items listed therein. Warranties required by the Contract Document shall commence on the date of Final Completion of the work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Contractor and the Owner for their written acceptance of the responsibilities assigned to them in such Certificate.
- 9.8.2 Upon Substantial Completion of the work or designated portion thereof and upon application by the Contractor and certification by the Engineer, the Owner shall make payment, reflecting adjustment in retainage, if any, for such work or portion thereof, as provided in the Contract Documents.

**9.9 FINAL COMPLETION AND FINAL PAYMENT**

- 9.9.1 Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Engineer will promptly make such inspection and, if he finds the work acceptable under the Contract Documents and the Contract fully performed, he will promptly issue final Certificate for Payment stating that, to the best of his observations and inspections, the work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said Final Certificate, is due and payable. The Engineer's Final Certificate of payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in Subparagraph 9.9.2 have been fulfilled.
- 9.9.2 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Engineer (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the Owner or his property might in any way be responsible have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment, and (3) if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designed by the Owner. If any Subcontractor refuses to furnish a release or waiver required by the Owner the Contractor may furnish a bond satisfactory to the Owner to indemnify him against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.
- 9.9.3 If, after Substantial Completion of the work, final completion thereof is materially delayed through no fault of the Contractor or by the issuance of Change Orders affecting final completion, and the Engineer so confirms, the Owner shall, upon application by the Contractor and certification by the Engineer and without terminating the Contract, make payment of the balance for that portion of the work fully completed and accepted. If the remaining balance for work not fully completed or corrected is less than the retainage stipulated in the Contract Document, and if bonds have been furnished as provided in Paragraph 7.4, the written consent of the surety to the

payment of the balance due for that portion of the work fully completed and accepted shall be submitted by the Contractor to the Engineer prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

- 9.9.4 The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:
- A. Unsettled liens;
  - B. Faulty or defective work appearing after Substantial Completion;
  - C. Failure of the work to comply with the requirements of the Contract Documents; and
  - D. Terms of any special warranties required by the Contract Documents.
- 9.9.5 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.

#### ARTICLE 10

#### PROTECTION OF PERSONS AND PROPERTY

##### 10.1 SAFETY PRECAUTIONS AND PROGRAMS

- 10.1.1 The Contractor shall be responsible in initiating, maintaining and supervising all safety precautions and programs in connection with the work.

##### 10.2 SAFETY OF PERSONS AND PROPERTY

- 10.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
- A. All employees on the work and all other persons who may be affected thereby;
  - B. All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and
  - C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities no designated for removal, relocation or replacement in the course of construction.
- 10.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.
- 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Owners and users of adjacent utilities.
- 10.2.4 When the use of storage of explosives or other hazardous materials or equipment is necessary for the execution of the work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

- 10.2.5 The Contractor shall promptly remedy all damage or loss (other than damage of loss insured under Paragraph 11.3) to any property referred to in Clause 10.2.1 caused in whole or in part by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under Clause 10.2.1, except damage or loss attributable to the acts or omissions of the Owner or the Engineer or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and no attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations under Paragraph 4.18.
- 10.2.6 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated by the Contractor in writing to the Owner and the Engineer.
- 10.2.7 The Contractor shall not load or permit any part of the work to be loaded so as to endanger its safety.

### 10.3 EMERGENCIES

- 10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his reasonable discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall; be determined as provided in Article 12 for Changes in the work.

## ARTICLE 11

### INSURANCE

#### 11.1 CONTRACTOR'S LIABILITY INSURANCE

- 11.1.1 The Contractor shall maintain in effect, and shall require all Subcontractors and others performing any portion of this Contract to maintain in effect, insurance of the types and respective minimum limits set for in Article 11. Such insurance shall cover all operations under this Contract. Maintenance of such insurance in at least the specified minimum amounts shall not relieve the Contractor or liability for loss in excess of the limits of liability specified herein or otherwise not covered by the coverage's required herein. The Contractor shall bear the cost of such insurance and include its costs in the Bid. The following limits of insurance shall be maintained, unless otherwise listed in the Certificate of Insurance.

**Type of Required Coverage**

Workman's compensation (including accident and occupational disease coverage) Statutory  
Employer's Liability

Comprehensive General Liability (including endorsements providing broad form property damage coverage, personal injury coverage, and contractual assumption of liability coverage for all liability the Contractor has assumed under his Contract)

Auto Liability (including non-owned auto coverage)

**Minimum Limits of Liability**

Carry such insurance as it deems necessary to protect it from all claims under any workman's compensation law in effect that may be applicable to the Contractor.

With limits of coverage in the maximum amount which the Owner could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property.  
Same limits as General Liability

- 11.1.2 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the work. These Certificates shall contain a provision that coverage afforded

under the policies will not be canceled until at least thirty days; prior written notice has been given to the Owner. The Contractor shall furnish one (1) copy of each of the Certificates of insurance herein required for each copy of the contract.

**11.2 OWNER'S LIABILITY INSURANCE**

11.2.1 The Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against all claims which may arise from operations under the Contract.

**11.3 PROPERTY INSURANCE**

11.3.1 The Contractor shall maintain builder's risk property insurance or self insurance, or a combination of insurance and self insurance, upon the work at the site for at least the actual cash value thereof. The builder's risk insurance shall cover the interests of the Owner, the Contractor, Subcontractors, and Sub-subcontractors in the work. The insurance shall insure against at least the following perils: fire extended coverage, vandalism, and malicious mischief. The Contractor shall bear the cost of such insurance and include its cost in the Bid.

11.3.2 Any loss insured or self insured under Subparagraph 11.3.1 is to be adjusted with the Owner and made payable to the Owner as trustee for the insured, as their interests may appear subject to the requirements of any applicable mortgage clause. The Owner shall deposit the proceeds in a separate account and shall distribute them in accordance with such agreement as the parties in interest, including the Owner, may reach. The Contractor shall pay each Subcontractor a just share of any insurance proceeds which the Contractor receives and shall required by written agreement signed by the Subcontractor that the Subcontractor will make payments to his Sub-subcontractors in a similar manner. If after such loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate order.

11.3.3 To the extent permitted under their respective property insurance policies, the Owner and the Contractor hereby waive all rights, each against the other, for damages caused by fire or other perils to the extent covered by Insurance obtained pursuant to this Article 11 or any other property insurance applicable to the work, except such rights as they may have to the proceeds of such Insurance held by the Owner as trustee. The Owner or the Contractor, as appropriate, shall require the Engineer, other Contractors, Subcontractors, and Sub-subcontractors to similarly waive rights of subrogation or property insurers.

11.3.4 If the Owner finds it necessary to occupy use of any portion of the work prior to Substantial Completion, such occupancy or use shall not commence prior to the time mutually agreed to by the Owner and the Contractor and, if required by the applicable insurance or self insurance coverage not prior to the time the builder's risk property insurer has consented to such occupancy or use. The Contractor's consent to such occupancy or use shall not be unreasonably withheld.

**11.4 LOSS OF USE INSURANCE**

11.4.1 The Owner, at his option, may purchase and maintain such insurance as will insure him against loss of use of his property due to fire or other hazards, however caused.

**ARTICLE 12**

**CHANGES IN THE WORK**

**12.1 CHANGE ORDERS**

12.1.1 A Change Order is a written order to the Contractor signed by the Engineer and the Contractor and approved in writing by the Owner. A Change Order may be issued only after the execution of the

Contract and shall be the only means used to order changes in the work for which the Contractor requires additional compensation, changes to the Contract Time, or changes to the Contract Sum. Minor changes in the work for which the Contractor requires no additional compensation or time shall be executed in accordance with the provision of Subparagraph 12.3.1.

- 12.1.2 The Owner, without invalidating the Contract, may order changes in the work within the general scope of the Contractor consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the work shall be authorized by Change Order and shall be performed under the applicable conditions of the Contract Documents.
- 12.1.3 The cost or credit to the Owner resulting from a change in the work shall be determined in one or more of the following ways:
- A. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
  - B. By unit prices stated in the Contract Documents or subsequently agreed upon;
  - C. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
  - D. By the method provided in Subparagraph 12.1.4.
- 12.1.4 If none of the methods set forth in Clauses 12.1.1, 12.1.2 or 12.1.3 is agreed upon, the Contractor, provided he receives a written order signed by the Owner, shall promptly proceed with the work involved. The cost of such work shall be determined by the Engineer on the basis of the reasonable expenditures and savings of those performing the work attributable to the change, including, in the case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, the Contractor shall keep and present, in such form as the Engineer may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a Change Order. Unless otherwise provided in the Contract Documents, cost shall be limited to the following: cost of materials, including sales tax and cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits, required by agreement or custom, workers' or workmen's compensation insurance; bond premiums; rental value of equipment and machinery; and the additional costs of supervision and field office personnel directly attributable to the change. Pending final determination of cost to the Owner payments on account shall be made on the Engineer's Certificate for payment. The amount of credit to be allowed by the Contractor to the Owner for any deletion or change which results in a net decrease in the Contract Sum will be the amount of the actual net cost as confirmed by the Engineer. When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change.
- 12.1.5 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of work proposed will cause substantial inequity to the Owner or the Contractor, the applicable unit prices shall be equitably adjusted.
- 12.1.6 By submission of a Bid, the Contractor agrees and binds himself to the following method of calculating Change Order costs. The Owner also agrees to the following method of calculating the cost of any changes to the Contract. With each proposal for a change in the amount of the Contract, the Contractor shall submit an itemized breakdown of all increases or decreases in the cost of the Contractor's and all Subcontractor's and Sub-subcontractor's work to include at least the following detail in the general order listed:

- A. Material quantities and unit costs;
- B. Labor amounts and hourly rates (identified with specific items of material to be placed or operation to be performed);
- C. Costs inherent in use of Contractor/Sub-subcontractor owned equipment;
- D. Equipment rental, if any;
- E. Workmen's compensation and public liability insurance;
- F. General administration, overhead, supervision, project insurance and profit, based on the following schedule:

<u>Subtotal before Applying the Percentage Shown</u>	<u>\$500 &amp; Less</u>	<u>Over \$500</u>
Contractor for work performed by his own forces	22%	19%
Contractor for work performed by Subcontractor	10%	8%
Subcontractor for work performed by his own forces	18%	15%
Subcontractor for work performed by Sub-subcontractor	10%	8%
Sub-subcontractor for work performed by his own forces	18%	15%

- G. Employment taxes under FICA and FUTA; and
- H. State gross receipts tax (Contractor only).

12.1.7 The quotation for work under a Change Order shall be binding for sixty (60) days from the date submitted by the Contractor.

**12.2 CONCEALED CONDITIONS**

12.2.1 Should concealed conditions encountered in the performance of the work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the Character provided for in this Contract, be encountered, the Contract Sum shall be equitably adjusted by change Order upon verified claim by either party made within twenty days after the first observance of the conditions.

12.2.2 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Engineer written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property, in which case the Contractor shall proceed in accordance with Paragraph 10.3. No such claim shall be valid unless so made. If such claims are justified and the Owner authorizes an increase in the Contract Sum, the Owner and the Contractor shall proceed to negotiate the amount of the adjustment in the Contract Sum. If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Engineer. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

12.2.3 If the Contractor claims that additional cost is involved because of, but not limited to, (1) any

written interpretation pursuant to Subparagraph 2.2.8, (2) any order by the Owner to stop the work pursuant to Paragraph 3.3 where the Contractor was not at fault, (3) any written order for a minor change in the work issued pursuant to Paragraph 12.3, or (4) failure of payment by the Owner pursuant to Paragraph 9.7, the Contractor shall make such claims provided in Subparagraph 12.3.1.

**12.3 MINOR CHANGES IN THE WORK**

12.3.1 The Engineer will have authority to order minor changes in the work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

**ARTICLE 13**

**UNCOVERING AND CORRECTION OF WORK**

**13.1 UNCOVERING OF WORK**

13.1.1 If any portion of the work should be covered contrary to the request of the Engineer or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Engineer, be uncovered for his observation and shall be replaced at the Contractor's expense.

13.1.2 If any portion of the work has been covered which the Engineer has not specifically requested to observe prior to begin covered, the Engineer may request to see such work and it shall be uncovered by the Contractor. If such work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it be found that this condition was caused by the Owner or a separate Contractor as provided in Article 6, in which even the Owner shall be responsible for the payment of such costs.

**13.2 CORRECTION OF WORK**

13.2.1 The Contractor shall promptly correct all work rejected by the Engineer as defective or as failing to conform to the Contract Documents whether observed before or after Substantial completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected work, including compensation for the Engineer's additional services made necessary thereby.

13.2.2 If, within one year after the Date of Substantial Completion of the work or designated portion thereof or within one year after acceptance by the Owner of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a specific written acceptance of such condition. This obligation shall survive termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

13.2.3 The Contractor shall remove from the site all portions of the work which are defective or non-conforming and which have not been corrected under Subparagraphs 4.5, 13.2.1 and 13.2.2, unless removal is specifically waived in writing by the Owner.

13.2.4 If the Contractor fails to correct defective or non-conforming work as provided in Subparagraph 4.5.1, 13.2.1 and 13.2.2, the Owner may correct it in accordance with Paragraph 3.4.

- 13.2.5 If the Contractor does not proceed with the correction of such defective or non-conforming work within a reasonable time fixed by written notice from the Engineer, the Owner may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the Owner may upon ten additional days' written notice sell such work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor including compensation for the Engineer's additional services made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.
- 13.2.6 The Contractor shall bear the cost of making good all work of the Owner or separate Contractors destroyed or damaged by such correction or removal.
- 13.2.7 Nothing contained in this Paragraph 13.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Paragraph 4.5 hereof. The establishment of the time period of one year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the Contractor to correct the work and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the work.

**13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK**

- 13.3.1 If the Owner prefers to accept defective or non-conforming work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be effected whether or not final payment have been made.

**ARTICLE 14**

**TERMINATION OF THE CONTRACT**

**14.1 TERMINATION BY THE CONTRACTOR**

- 14.1.1 If the work is stopped for a period of thirty (30) days under an order of court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Sub-contractor or their agents or employees or any other persons performing any of the work under a contract with the Contractor because the Engineer has not issued a Certificate for payment as provided in Paragraph 9.7 or because the Owner has not made payment thereon as provided in Paragraph 9.7, then the Contractor may, upon seven additional days' written notice to the Owner and the Engineer, terminate the Contract and recover from the Owner payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.

**14.2 TERMINATION BY THE OWNER**

- 14.2.1 If the Contractor is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to Subcontractors for material of labor, or persistently disregards laws, ordinances, rules, regulations,



or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, then the Owner, upon certification by the Engineer that sufficient cause exists to justify such action, may without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven days written notice, terminate the employment of the Contractor and take possession of the site and of all material, tools, construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.

- 14.2.2 If the unpaid balance of the Contract Sum exceed the costs of finishing the work, including compensation for the Engineer's additional services made necessary thereby, and any damages sustained by the Owner as a result of the Contractor's breach, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or to the Owner, as the case may be, shall be certified by the Engineer upon application, in the manner provided in Paragraph 9.4 and this obligation or to the Owner, as the case may be, shall be certified by the Engineer upon application, in the manner provided in Paragraph 9.4 and this obligation for payment shall survive the termination of the Contract.
- 14.2.3 In the event that the Project is abandoned by the Owner, the Owner may terminate this contract at any time by giving at least seven (7) days notice to the Contractor. In the event of termination, all work completed shall become the property of the Owner. The Contractor shall be entitled to receive compensation for actual work satisfactorily completed hereunder, including reimbursable expense authorized by the Owner which are then due.
- 14.2.4 In the event the Contractor fails to perform the work in accordance with the Contract Documents, the Owner may terminate the Contract after giving the Contractor five (5) working days notice.

#### ARTICLE 15

#### **EQUAL OPPORTUNITY**

**15.1 The Contractor shall maintain policies of employment as follows:**

- 15.1.1 The Contractor, all Subcontractors, and all Sub-subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.
- 15.1.2 The Contract, all Subcontractors, and all Sub-subcontractors shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all qualified applicant will receive consideration for employment without regard to race, religion, color, sex, or national origin.

#### ARTICLE 16

#### **MINIMUM WAGE RATES / REGISTRATION**

- 16.1 The Contractor warrants and agrees that he and all Subcontractors and Sub-subcontractors shall comply with all applicable provisions of the New Mexico Public Works Minimum Wage Act as outlined in the Contract Documents. Wage rates are not applicable to projects costing less than \$60,000.00.

- 16.2 A General Contractor or subcontractor that submits a bid valued at more than fifty thousand dollars (\$50,000) is subject to the Public Works Minimum Wage Act (Section 13-4-10, NMSA 1978) and shall be required to be registered with the Labor and Industrial Division of the NM Labor Department. The Registration Number shall be provided in the spaces provided in the Bid Form and on the Subcontractor's Listing for subcontracts valued at \$50,000 or more. After the Bid Opening, the registration numbers will be verified and the bid will be considered unresponsive and disqualified if the registration numbers are not valid and if the contractor or subcontractor cannot provide proof of the required registration. It is the responsibility of the contractor and subcontractors to ensure that the registration is completed prior to the Bid Opening.
- 16.3 The Contractor and his Subcontractors shall deliver by mail copies of certified weekly payrolls in accordance with the regulation under "MINIMUM WAGE RATES" to the office of
- |                                   |     |  |
|-----------------------------------|-----|--|
| New Mexico State Labor Commission | and | Santa Fe Solid Waste Management Agency |
| 1956 Pacheco Street               |     | 149 Wildlife Way                       |
| Santa Fe, NM 87501                |     | Santa Fe, NM 87506                     |
- 16.4 Federal funded contracts in excess of \$2,000.00 are subject to the Federal Labor Standards Requirements of the Davis-Bacon Act.
- 16.5 The Contractor warrants and agrees that he and all Subcontractors and Sub-subcontractors shall comply with all applicable provisions of the City of Santa Fe Living Wage Ordinance §28.1 28-1.12 SFCC 1987.

**Section 12  
Supplementary Conditions**

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**SUPPLEMENTARY CONDITIONS  
(Section 00800)**

Document is intended to be used in conjunction with the General Conditions of the Contract.

**ADDITIONAL CONDITIONS**

- 1.0 DEFINITIONS** - The following definitions shall apply through the Bidding Documents or Contract Documents unless otherwise specified.
- 1.1 **ADDENDUM:** Written or graphic instrument issued prior to the execution of the Contract which modifies or interpret the Bidding Documents, including Drawings and Specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed. Plural: ADDENDA
  - 1.2 **ADDITIVE OR DEDUCTIVE ALTERNATE BID:** Amount stated in the Bid to be added or deducted from the amount of the Base Bid if the corresponding change in project scope or alternate materials and/or methods of construction is accepted.
  - 1.3 **BASE BID:** Amount of money stated in the Bid as the sum for which the Bidder offers to perform the work, not including that work for which Alternate Bids are also submitted.
  - 1.4 **BID:** A complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, supported by data called for by the Bidding Documents.
  - 1.5 **BID LOT:** A major item of work for which a separate quotation or proposal is requested.
  - 1.6 **BIDDER:** One who submits a Bid for a Prime contract with the Owner, as distinct from a Subcontractor, who submits a Bid to a Bidder. Technically, a Bidder is not a Contractor on a specific project until a contract exists between him and the Owner.
  - 1.7 **BIDDING DOCUMENT:** Documents that include the Invitation for Bid, Instructions to Bidders, the Bid Form, other sample bidding and contract forms, and the proposed Contract Documents, including any Addenda issued prior to receipt of Bids. The Contract Documents proposed for the work consist of the Owner-Contractor Agreement, the Conditions of the Construction Contract (General, Supplementary, and Other Conditions), the Drawings, the Specifications, and all Addenda issued prior to and all Modifications issued after execution of the Contract.

- 1.8 DAY: Calendar day, which is every day shown on the calendar, beginning and ending at midnight. However, due to the Work being performed at an active transfer station and recycling facility, the Contractor will be limited to a workday starting no earlier than 7:30 a.m. and ending no later than 6:00 p.m. (i.e., daylight hours only).
- 1.9 CENTRAL PURCHASING OFFICE: The Central Purchasing Office is the City of Santa Fe Purchasing Department.
- 1.10 GOVERNING AUTHORITY: The Joint Powers Board for the execution of construction contracts is the Chairperson or Executive Director.
- 1.11 INVITATION FOR BID: The Bidding Documents utilized for soliciting sealed Bids. "Invitation to Bid" shall have the same meaning as "Invitation for Bid".
- 1.12 OWNER: Santa Fe Solid Waste Management Authority, Santa Fe, New Mexico.
- 1.13 PROCUREMENT OFFICER: The Director of the Purchasing Division, or a designee authorized to enter into or administer contracts and make written determination with respect thereto.
- 1.14 RESPONSIBLE BIDDER: A Bidder who submits a responsive Bid and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of the services, construction, or items of tangible personal property described in the Bidding Documents (Section 13-1-82, NMSA 1978).
- 1.15 SUCCESSFUL BIDDER: The lowest qualified and responsible Bidder to whom the Owner, on the basis of the Owner's evaluation, makes an award.
- 1.16 UNIT PRICES: Amounts stated in the Contract as prices per unit of measurement for materials or services as described in the Contract Documents.
- 1.17 USER: The Santa Fe Solid Waste Management Authority, agencies, or designated entity for whose use the Project is being constructed.

## **2.0 CONTRACT AUDIT**

The Owner shall be entitled to audit the books and records of a Contractor or any Subcontractor under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the Contractor for a period of three years from the date of final payment under the prime contract and by the Subcontractor for a period of three years from the date of final payment under the subcontract unless a shorter period is otherwise authorized in writing (Section 13-1-161, NMSA 1978).

### **3.0 DEBARRED OR SUSPENDED CONTRACTORS**

A business (Contractor, Subcontractor, or Supplier) that has either been debarred or suspended pursuant to the requirements of the City of Santa Fe Purchasing Manual shall not be permitted to do business with the Owner and shall not be considered for award of contract during the period for which it is debarred or suspended.

### **4.0 BRIBES, GRATUITIES, AND KICK-BACKS**

- 4.1 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 (Section 30-24-1 through 30-24-2, NMSA 1978).
- 4.2 Pursuant to Section 13-1-191, NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including Sections 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 (Sections 13-1-28 through 13-1-199, NMSA 1978), imposes civil and criminal penalties for its violation

### **5.0 PROTESTS (CITY OF SANTA FE PURCHASING MANUAL)**

- 5.1 Any Contractor who is aggrieved in connection with a procurement may protest to the City of Santa Fe Purchasing Agent and the Owner. The protest should be made in writing within twenty-four (24) hours after the facts or occurrences; giving rise thereto, but in no case, less than fifteen (15) calendar days after the facts or occurrences giving rise thereto.
- 5.2 In the event of a timely protest under Section 5.1 the City of Santa Fe Purchasing Agent and the Owner shall not proceed further with the procurement unless the Owner makes a determination that the award of contract is necessary to protect substantial interests of the Owner.
- 5.3 The City of Santa Fe Purchasing Agent or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Contractor concerning a procurement.
- 5.4 This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees.
- 5.5 The City of Santa Fe Purchasing Agent or his designee shall promptly issue a determination relating to the protest. The determination shall:
  - A. State the reasons for the action taken; and,

B. Inform the protestant of the right to judicial review of the determination.

5.6 A copy of the determination issued shall be mailed immediately to the protestant.

## **6.0 CONTRACT BOND REQUIREMENTS**

6.1 The Successful Bidder, where the Contract Price exceeds five hundred dollars (\$500), shall post a one hundred percent (100%) Performance Bond and a one hundred percent (100%) Labor and Material Payment Bond. Bonds shall be executed on Performance Bond and Labor and Material Payment 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 Owner.

6.2 Personal sureties may be accepted if the Owner so determines in advance, but in such case the amount of the Bond shall be the full Contract Price, and the sureties shall justify under oath in amounts above liabilities and exemptions aggregating double the amount of the Bond.

6.3 Special attention of Bidders is called to the requirements of Sections 13-4-18 through 13-4-20, NMSA 1978 regarding a Contractor who does not have his principal place of business in the State of New Mexico for all taxes due arising out of construction services rendered under the Contract.

6.3.1 The right to sue on this Bond accrues only to the Owner and the parties to whom Sections 13-4-18 through 13-4-20, NMSA 1978 grant such right; and any such right shall be exercised only in accordance with the provisions and limitations of said statutes.

## **7.0 NON-RESIDENT CONTRACTOR'S REQUIREMENTS REGARDING GROSS RECEIPTS TAX SURETY BOND**

7.1 Section 7-1-55A, NMSA 1978 provides that any person (as defined in Section 7-1-3, NMSA 1978) engaged in the construction business who does not have his principal place of business in New Mexico and enters into a prime construction contract to be performed in this State shall, at the time such contract is entered into, furnish the Director of the Revenue Division, Taxation and Revenue Department, or his delegate with a surety bond or other acceptable security in a sum equivalent to the gross receipts to be paid under the contract multiplied by the applicable rate of the gross receipts tax imposed by Section 7-9-4, NMSA 1978 to secure payment of the tax imposed on the gross receipts from the contract, and shall obtain a certificate from the Director of the Revenue Division, Taxation and Revenue Department, or his delegate that the requirements of this paragraph have been met.

7.2 If the total sum to be paid under the contract is changed by ten percent or more

after the date the surety bond or other acceptable security is furnished, to the Director or his delegate, such person shall increase or decrease, as the case may be, the amount of the bond or security within fourteen days after the change (Section 7-1-55B, NMSA 1978).

- 7.3 In addition to the above requirements, the Contractor will be subject to all the requirements of the City Procurement Code.

## **8.0 CONTRACTOR'S GROSS RECEIPTS TAX REGISTRATION**

- 8.1 Section 7-10-4, NMSA 1978 provides that any person (as defined in Section 7-10-3, NMSA 1978) performing services for the Owner, as those terms are used in the Gross Receipts and Compensating Tax Act (Sections 7-10-1 through 7-10-5, NMSA 1978), must be registered and be issued an identification number with the Revenue Division of the Taxation and Revenue Department to pay the gross receipts tax.
- 8.2 The identification number is needed to properly complete the approval process of the contract; therefore, so as to cause no delay in the processing, the Contractor must register with the State of New Mexico, Taxation and Revenue Department. For information contact:

Revenue Division  
Taxation and Revenue Department  
Manual Lujan Building  
1200 St. Francis Drive  
Santa Fe, New Mexico 87503  
(505)988-2290

- 8.3 If any person who performs services for the Owner is not registered to pay the gross receipts tax, the Owner shall withhold payment of the amount due until the person has presented evidence of registration with the Revenue Department to pay the gross receipts tax.

## **9.0 CONTRACT WITH NONRESIDENT PERSON OR PARTNERSHIPS OR UNADMITTED FOREIGN CORPORATIONS; AGENT FOR SERVICE OF PROCESS**

- 9.1 Special attention of Bidders is called to requirements of Sections 13-4-21 through 13-4-24, NMSA 1978, whereby a public works contract with a nonresident person or partnership or foreign corporation not authorized to do business in the State shall contain a specific provision designating an agent resident within the State, and his address, upon whom process and writs in any action or proceeding against such business may be served in any action arising out of such contract.



## **10.0 STATE ALLOWANCES**

- 10.1 The Contractor shall purchase the "Allowed Materials" as directed by the Owner through the Engineer on the basis of the lowest and the best Bid of at least three competitive Bids. If the actual price for purchasing the "Allowed materials" is more or less than the "Cash Allowance", the Contract Price shall be adjusted accordingly. The adjustment in Contract Price made on the basis of the purchase price without additional charges for overhead, profit, insurance, or any other incidental expenses. The cost of installation of the "Allowed Materials" shall be included in the applicable section of the Specifications covering the work.

## **11.0 MINIMUM WAGE RATES**

- 11.1 This project is 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. The Minimum Wage Rates to be paid by the Contractor and any Subcontractors to their employees on this project are as listed in the New Mexico State Labor and Industrial Commission Minimum Wage Rate Decision Number SF-11-0233 B. A copy of this decision is bound in these documents at the end of this Section.
- 11.2 All Contractors and Subcontractors shall submit one (1) certified copy of the project weekly payroll to the Santa Fe Solid Waste Management Agency, 149 Wildlife Way, Santa Fe, NM 87506, c/o Mr. Randall Kippenbrock, Executive Director and one (1) copy also certified directly to the New Mexico State Labor Commission – Public Works Division, Aspen Building, 1596 Pacheco Street, Santa Fe, New Mexico 87501, not later than five (5) working days after the close of each payroll period. The prime Contractor shall be responsible for the submission of copies of payrolls of all subcontractors.
- 11.3 Before using apprentices on this project, the Contractor shall present to the Contracting Officer written evidence of registration of such employees with the U.S. Department of Labor, Bureau of Apprenticeship and Training, Western Bank Building (Room 1414), 505 Marquette Avenue, N.W., Albuquerque, New Mexico 87102, Telephone 766-2398. If the apprenticeship is not registered in a bona fide apprenticeship program as mentioned above, the journeyman's wage rate for that particular classification in which he or she is working is applicable.
- 11.4 This project is subject to the City of Santa Fe Living Wage Ordinance §28.1 28-1.12 SFCC 1987 as well as any subsequent changes to the ordinance throughout the term of this contract.

## **12.0 FORM OF CHANGE ORDER AND CHANGE ORDER NOTICE TO PROCEED**

- 12.1 The following forms issued by the Owner are to be utilized by the Contractor, Engineer, and the Owner pursuant to the requirements of the General Conditions.

**13.0 STATE OF NEW MEXICO STATE CONSTRUCTION INDUSTRIES DIVISION**

13.1 The Contractor, at his own expense, shall secure any required construction permits from the State CID for this Project. The Contractor shall adhere to the requirements established for inspections.

**14.0 SANTA FE SOLID WASTE MANAGEMENT AGENCY REQUIREMENTS**

14.1 The General Contractor shall be responsible that all rubble, excess materials, etc., are disposed of at an approved disposal facility.

14.2 The Contractor shall adhere to any applicable Owner and City of Santa Fe ordinances, resolutions, guidelines, and other requirements to complete the work.

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NEW MEXICO DEPARTMENT OF WORKFORCE SOLUTIONS - PUBLIC WORKS BUREAU  
QUESTIONS?? Call OR E-mail:

Patricia Barela @ (505) 841-4409 OR [patricia.barela@state.nm.us](mailto:patricia.barela@state.nm.us) or

Lori Griego @ (505) 841-4408 OR [lori.griego2@state.nm.us](mailto:lori.griego2@state.nm.us) or

Michael Fanestiel @ (505) 841-8995 OR [michael.fanestiel@state.nm.us](mailto:michael.fanestiel@state.nm.us)

fax (505) 841-4423

Contracting Agency/Owner	County	Decision Date	Decision No.
Santa Fe Solid Waste	Santa Fe	02/09/11	SF-11-0233 B
Management		Expires for Bids	
Type of Construction: B		Upon approval of 2011 rates	
<b>Description of Work: COSF Household Hazardous Waste Collection Facility</b>			
Construction of a New Household Hazardous Waste Collection Facility			
<p><b>REMINDER to those preparing BID documents:</b> If bids are not opened by the above "Expires for Bids" date, a NEW wage decision may be required. If bids are NOT submitted before new wage rates go into effect, a NEW wage decision WILL be required. Call the Public Works Bureau at (505) 841-8995 to check status of new wage rates.</p>			

**NOTICES**

**ALL** contractors **MUST** have an active registration with the Labor Enforcement Fund before bidding on any public works project. Bids from contractors who are not registered will be considered **INVALID**.

The General/Prime Contractor selected for this project **MUST** submit a completed Statement of Intent to Pay Prevailing Wages to the Contracting Agency (or it's agent) before any work is started.

Sub-contractors & 2<sup>nd</sup>/3<sup>rd</sup> Tier Contractors **MUST** also submit Statements through their General/Prime before they start work. The General/Prime is responsible for informing the Contracting Agency or it's agent whenever there is a change to the subcontractors on the project.

The Contracting Agency or it's agent **MUST** fill out and submit the Notification of Award and Subcontractor list to the Public Works Bureau and forward the remainder of this wage decision package to the General/Prime Contractor that is awarded the project contract. That contractor is also responsible for making certain that all subcontractors have copies of the wage decision and other needed forms.

The General/Prime Contractor **MUST** post the wage rate table at the job site outside the Superintendent's trailer/office in an easily accessible place.

Workers **MUST** be classified & paid according to the work they perform, regardless of qualifications.

These wage rates are good for the life of a project.

8/10/07

**COSF Household Hazardous Waste Collection Facility: Wage Decision # SF-11-0233 B**  
Construction of a New Household Hazardous Waste Collection Facility

*Type "B" - GENERAL BUILDING effective 01/26/10*

<b>Trade Classification</b>	<b>Base Rate</b>	<b>Fringe Rate</b>	<b>Apprenticeship</b>	<b>Subsistence &amp; Incentive Rates</b>
Asbestos Worker - Heat & Frost Insulator	27.35	10.23	\$0.20	
Boilermaker	18.40	3.78	\$0.20	
Bricklayer/Blocklayer/Stonemason	22.85	6.00	\$0.74	
Carpenter/Lather	20.86	6.25	\$0.36	
Cement Mason	17.72	7.45	\$0.34	
<b>Electricians</b>				
<b>Outside Classifications</b>				
Groundman	22.32	8.62	\$0.36	
Equipment Operator	25.14	8.62	\$0.36	
Lineman/Tech	25.73	8.62	\$0.36	
Cable Splicer	26.91	8.62	\$0.36	
<b>Inside Classifications</b>				
Wireman/Technician	27.80	8.06	\$0.37	Refer to Note 1
Cable Splicer	29.53	8.06	\$0.37	
<b>Sound Classifications</b>				
Installer	23.39	8.31	\$0.24	
Technician	24.94	8.31	\$0.24	
Soundman	27.01	8.31	\$0.24	
Elevator Constructor	33.61	14.99	\$0.24	
Elevator Constructor Helper	15.55	3.56	\$0.25	
Glazier	20.15	4.15	\$0.35	
Ironworker	25.00	10.00	\$0.53	Refer to Note 2
Painter (Brush/Roller/Spray)	16.60	3.88	\$0.36	
Paper Hanger	19.71	8.42	\$0.35	
Drywall Finisher/Taper	19.64	3.91	\$0.34	
Plasterer	18.65	7.15	\$0.35	
Plumber/Pipefitter	28.30	11.00	\$0.63	Refer to Note 3
Rofer	15.18	0.50	\$0.54	
Sheetmetal Worker	26.56	13.41	\$0.45	Refer to Note 4
Soft Floor Layer	20.74	4.40	\$0.35	
Sprinkler Fitter	24.41	11.27	\$0.28	
Tile Setter	14.80	1.20	\$0.00	
Tile Setter Helper	13.00	1.02	\$0.00	

**COSF Household Hazardous Waste Collection Facility: Wage Decision # SF-11-0233 B**  
Construction of a New Household Hazardous Waste Collection Facility

*Type "B" - GENERAL BUILDING effective 01/26/10*

Trade Classification	Base Rate	Fringe Rate	Apprenticeship	Subsistence & Incentive Rates
<b>Laborers</b>				
Group I	15.04	4.25	\$0.27	
Group II	15.61	4.25	\$0.27	
Group III	15.91	4.25	\$0.27	
Group IV	16.01	4.25	\$0.27	
Group V	16.21	4.25	\$0.27	
Group VI	16.36	4.25	\$0.27	
<b>Operators</b>				
Group I	28.03	5.16	\$0.50	
Group II	29.07	5.16	\$0.50	
Group III	29.15	5.16	\$0.50	
Group IV	29.21	5.16	\$0.50	
Group V	29.27	5.16	\$0.50	
Group VI	29.37	5.16	\$0.50	
Group VII	29.47	5.16	\$0.50	
Group VIII	30.55	5.16	\$0.50	
<b>Truck Drivers</b>				
Group I	20.56	5.34	\$0.55	
Group II	20.68	5.34	\$0.55	
Group III	20.76	5.34	\$0.55	
Group IV	20.88	5.34	\$0.55	
Group V	20.93	5.34	\$0.55	
Group VI	21.03	5.34	\$0.55	
Group VII	21.13	5.34	\$0.55	
Group VIII	21.27	5.34	\$0.55	
Group IX	21.42	5.34	\$0.55	

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**NOTE: SUBSISTENCE AND INCENTIVE RATES BY  
TRADE & LOCATION**

#1 - Inside Electricians working at a Los Alamos County job site get \$4.10/hr. subsistence pay plus base/fringe. Inside Electricians working at a Lea Co. job site get \$75.00/day subsistence pay plus base/fringe.

#2 - Ironworkers working on projects 50+ miles over the most direct regularly traveled route from Albuquerque, or the employee's home, whichever is closer, shall be paid \$5.00/hr. subsistence plus base/fringe. The "Big I" Interchange in Albuquerque, or the employee's home, respectively shall be used as basing points. The current State of New Mexico Official Highway Map shall be the reference for routes and distances. All of Santa Fe County shall be \$5.00/hr subsistence area.

#3 - Plumbers/Pipefitters working at a Los Alamos County job site get \$.80/hr. incentive pay plus base/fringe.

#4 - Sheet Metal Workers working at a Los Alamos County job site get \$2.00/hr. incentive pay plus base/fringe.

#4 - Sheet Metal Workers living 60+ miles from a San Juan County job site get \$3.00/hr. subsistence pay plus base/fringe. Sheet Metal Workers working 90+ miles from Contractors Homebase & employees home get

\$50.00/day subsistence pay plus base/fringe regardless of county.

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## **Section 13 Technical Specifications**

(The plans, specifications and addenda that were obtained for Bid No. '11/36/B, are the same plans, specifications and addenda for the base bid of Bid No. '11/40/B)

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## **Construction Plans**

**(FULL-SIZE CONSTRUCTION PLANS TO BE PROVIDE WITH  
BIDDING DOCUMENTS AND SPECIFICATIONS)**

NOTE: The plans, specifications and addenda that were obtained for Bid No. '11/36/B, are the same plans, specifications and addenda for the base bid of Bid No. '11/40/B.

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## **ADDENDA**

**NOTE:** The plans, specifications and addenda that were obtained for Bid No. '11/36/B, are the same plans, specifications and addenda for the base bid of Bid No. '11/40/B.

Attached for your use.

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**ADDENDUM #1**

**See attached C2.8 with detail A, Guardrail – Modified to match existing.**

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**WOOD POSTS**

**STEEL POSTS**

**THREE BEAM WOOD BLOCK FOR WOOD POSTS**

**W-BEAM WOOD BLOCK FOR WOOD POSTS**

**W-BEAM WOOD BLOCK FOR STEEL POSTS**

**THREE BEAM WOOD BLOCK FOR STEEL POSTS**

**FASTENERS FOR STEEL POSTS**

GUARDRAIL TYPE	WOOD POSTS	STEEL POSTS
1' OR 2'	6'-0"	6'-0"
3'	6'-0"	7'-0"
3' AND 6'	6'-0"	6'-0"

**NOTES:**

- WOOD POSTS FOR ALL GUARDRAIL PLACEMENT SHALL BE 6" AND STEEL POSTS SHALL BE 4" UNLESS OTHERWISE NOTED.
- TIMBER BLOCKS FOR W-BEAM INSTALLATIONS SHALL BE 10" WIDE ON EACH SIDE OF THE WOOD BLOCK TO WOOD POSTS WITH A 160 GALVANIZED NAIL TO PREVENT BLOCK ROTATION.
- SEE THE DEPARTMENT'S APPROVED PRODUCT LIST FOR OTHER PROPRIETARY BLOCKS THAT MAY BE SUBSTITUTED.

**FASTENERS FOR STEEL POSTS**

FASTENERS GAIL TO WOOD BLOCK & STEEL POST

1/2" PITCH HEAD GALV. WITH OVAL SHOULDER

STEEL WASHER

1/2" STANDARD HEX NUT

1/2" DIAMETER DRILLED HOLES

APPROVED BY: [Signature] DATE: [Date]

DESIGNED BY: [Signature] CHECKED BY: [Signature]

606-01-3/2

**THREE BEAM GUARDRAIL REDUCER SECTION**

**STANDARD THREE BEAM TERMINAL CONNECTOR**

**1/2" BEARING PLATE**

**THREE BEAM RAIL ELEMENT**

**W-BEAM RAIL ELEMENT**

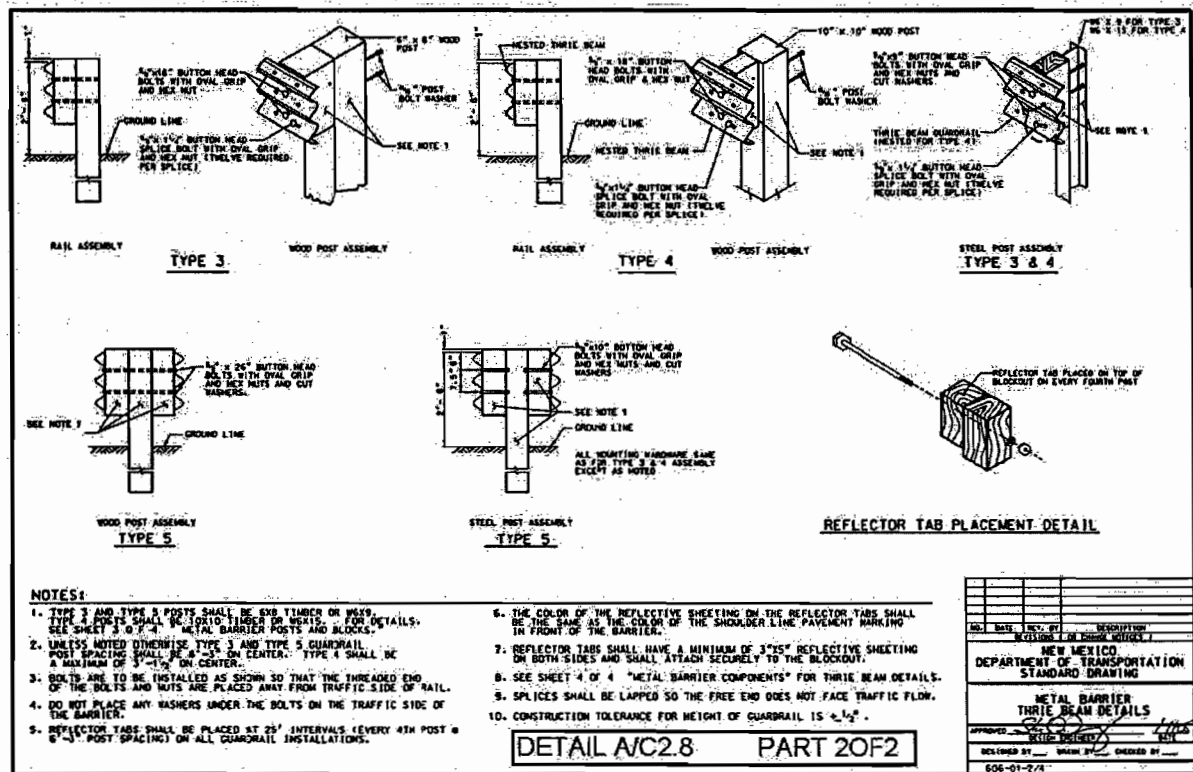
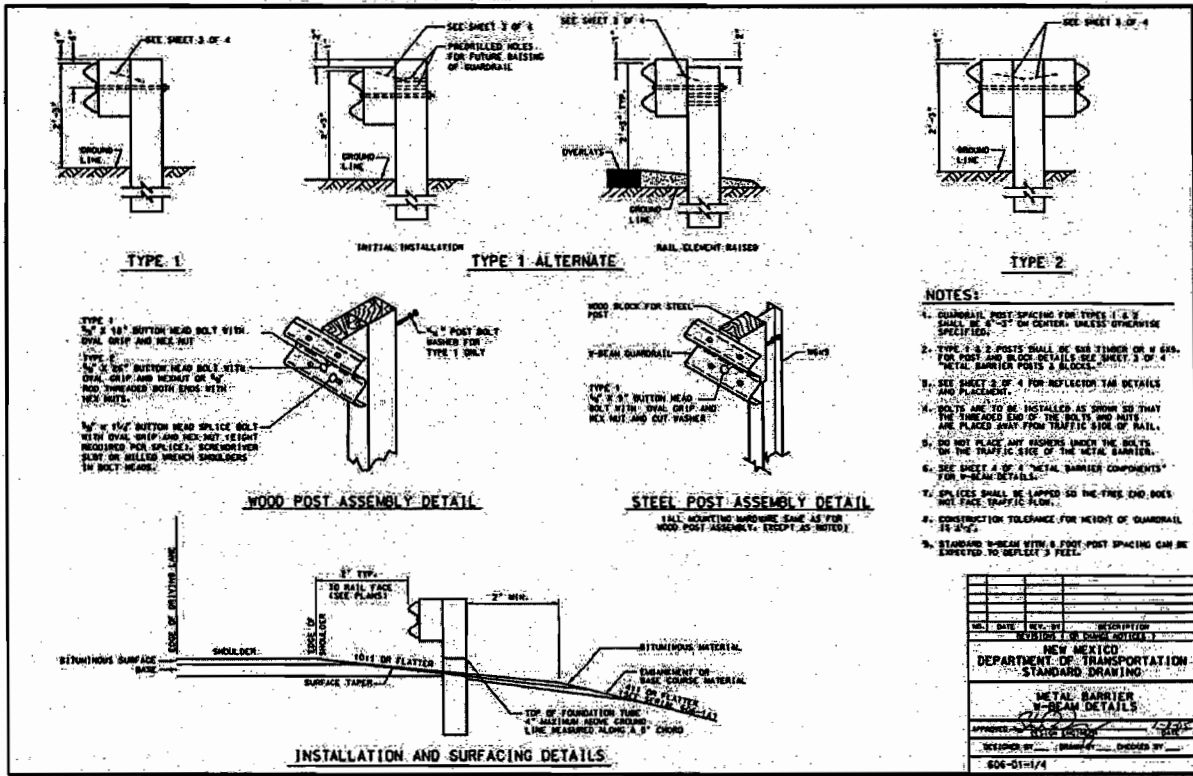
**THREE BEAM EXPANSION SECTION**

**DETAIL A/C2.8 PART 1 OF 2**

APPROVED BY: [Signature] DATE: [Date]

DESIGNED BY: [Signature] CHECKED BY: [Signature]

606-01-4/2



**ADDENDUM #2**

**See attached Wage Decision # SF-11-0233 B**

SFC CLERK RECORDED 08/17/2011

NEW MEXICO DEPARTMENT OF WORKFORCE SOLUTIONS - PUBLIC WORKS BUREAU  
QUESTIONS?? Call OR E-mail:

Patricia Barela @ (505) 841-4409 OR [patricia.barela@state.nm.us](mailto:patricia.barela@state.nm.us) or  
Lori Griego @ (505) 841-4408 OR [lori.griego2@state.nm.us](mailto:lori.griego2@state.nm.us) or

Michael Fanestiel @ (505) 841-8995 OR [michael.fanestiel@state.nm.us](mailto:michael.fanestiel@state.nm.us)

fax (505) 841-4423

Contracting Agency/Owner	County	Decision Date	Decision No.
Santa Fe Solid Waste	Santa Fe	02/09/11	SF-11-0233 B
<b>Management</b>		<b>Expires for Bids</b>	
<b>Type of Construction: B</b>		<b>Upon approval of 2011 rates</b>	
<b>Description of Work: COSF Household Hazardous Waste Collection Facility</b> Construction of a New Household Hazardous Waste Collection Facility			
<b>REMINDER to those preparing BID documents:</b> If bids are not opened by the above "Expires for Bids" date, a NEW wage decision may be required. If bids are NOT submitted before new wage rates go into effect, a NEW wage decision WILL be required. Call the Public Works Bureau at (505) 841-8995 to check status of new wage rates.			

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The General/Prime Contractor **MUST** post the wage rate table at the job site outside the Superintendent's trailer/office in an easily accessible place.

Workers **MUST** be classified & paid according to the work they perform, regardless of qualifications.

These wage rates are good for the life of a project.

8/10/07

**COSF Household Hazardous Waste Collection Facility: Wage Decision # SF-11-0233 B**  
Construction of a New Household Hazardous Waste Collection Facility

*Type "B" - GENERAL BUILDING effective 01/26/10*

Trade Classification	Base Rate	Fringe Rate	Apprenticeship	Subsistence & Incentive Rates
Asbestos Worker - Heat & Frost Insulator	27.35	10.23	\$0.20	
Boilermaker	18.40	3.78	\$0.20	
Bricklayer/Blocklayer/Stonemason	22.85	6.00	\$0.74	
Carpenter/Lather	20.86	6.25	\$0.36	
Cement Mason	17.72	7.45	\$0.34	
<b>Electricians</b>				
<b>Outside Classifications</b>				
Groundman	22.32	8.62	\$0.36	
Equipment Operator	25.14	8.62	\$0.36	
Lineman/Tech	25.73	8.62	\$0.36	
Cable Splicer	26.91	8.62	\$0.36	
<b>Inside Classifications</b>				
Wireman/Technician	27.80	8.06	\$0.37	Refer to Note 1
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<b>Sound Classifications</b>				
Installer	23.39	8.31	\$0.24	
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Elevator Constructor	33.61	14.99	\$0.24	
Elevator Constructor Helper	15.55	3.56	\$0.25	
Glazier	20.15	4.15	\$0.35	
Ironworker	25.00	10.00	\$0.53	Refer to Note 2
Painter (Brush/Roller/Spray)	16.60	3.88	\$0.36	
Paper Hanger	19.71	8.42	\$0.35	
Drywall Finisher/Taper	19.64	3.91	\$0.34	
Plasterer	18.65	7.15	\$0.35	
Plumber/Pipefitter	28.30	11.00	\$0.63	Refer to Note 3
Rofer	15.18	0.50	\$0.54	
Sheetmetal Worker	26.56	13.41	\$0.45	Refer to Note 4
Soft Floor Layer	20.74	4.40	\$0.35	
Sprinkler Fitter	24.41	11.27	\$0.28	
Tile Setter	14.80	1.20	\$0.00	
Tile Setter Helper	13.00	1.02	\$0.00	

**COSF Household Hazardous Waste Collection Facility: Wage Decision # SF-11-0233 B**  
Construction of a New Household Hazardous Waste Collection Facility

*Type "B" - GENERAL BUILDING effective 01/26/10*

Trade Classification	Base Rate	Fringe Rate	Apprenticeship	Subsistence & Incentive Rates
<b>Laborers</b>				
Group I	15.04	4.25	\$0.27	
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Group IV	16.01	4.25	\$0.27	
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<b>Operators</b>				
Group I	28.03	5.16	\$0.50	
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Group IV	29.21	5.16	\$0.50	
Group V	29.27	5.16	\$0.50	
Group VI	29.37	5.16	\$0.50	
Group VII	29.47	5.16	\$0.50	
Group VIII	30.55	5.16	\$0.50	
<b>Truck Drivers</b>				
Group I	20.56	5.34	\$0.55	
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Group III	20.76	5.34	\$0.55	
Group IV	20.88	5.34	\$0.55	
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Group VIII	21.27	5.34	\$0.55	
Group IX	21.42	5.34	\$0.55	

SFC CLERK RECORDED 08/17/2011



**NOTE: SUBSISTENCE AND INCENTIVE RATES BY  
TRADE & LOCATION**

#1 - Inside Electricians working at a Los Alamos County job site get \$4.10/hr. subsistence pay plus base/fringe. Inside Electricians working at a Lea Co. job site get \$75.00/day subsistence pay plus base/fringe.

#2 - Ironworkers working on projects 50+ miles over the most direct regularly traveled route from Albuquerque, or the employee's home, whichever is closer, shall be paid \$5.00/hr. subsistence plus base/fringe. The "Big I" Interchange in Albuquerque, or the employee's home, respectively shall be used as basing points. The current State of New Mexico Official Highway Map shall be the reference for routes and distances. All of Santa Fe County shall be \$5.00/hr subsistence area.

#3 - Plumbers/Pipefitters working at a Los Alamos County job site get \$.80/hr. incentive pay plus base/fringe.

#4 - Sheet Metal Workers working at a Los Alamos County job site get \$2.00/hr. incentive pay plus base/fringe.

#4 - Sheet Metal Workers living 60+ miles from a San Juan County job site get \$3.00/hr. subsistence pay plus base/fringe. Sheet Metal Workers working 90+ miles from Contractors Homebase & employees home get

\$50.00/day subsistence pay plus base/fringe regardless of county.

SFC CLERK RECORDED 08/17/2011

**ATTACHMENT**

Bids

SFC CLERK RECORDED 08/17/2011

**BID PROPOSAL**  
**BID No. '11/40/B**  
**BUCKMAN ROAD RECYCLING AND TRANSFER STATION**  
**HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY**

CONTRACTOR NAME Advantage Asphalt  
ADDRESS PO Box 28700 Santa Fe NM 87592

To the Santa Fe Solid Waste Management Agency, State of New Mexico (Owner):

The undersigned proposes to furnish and deliver all the material and to do all the work and labor required in the construction of "Household Hazardous Waste Collection Facility" at the Buckman Road Recycling and Transfer Station in City of Santa Fe, State of New Mexico, according to the Construction Plans and Specifications at the prices named and shown on the Bid Form.

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

The undersigned hereby agrees to execute and deliver the Construction Agreement and required bonds within ten (10) days, or such further time as may be allowed in writing by the Owner after receiving notification of the acceptance of this bid, and it is hereby mutually understood and agreed that in case we do not, we forfeit the accompanying check or bid bond to the Owner as liquidated damages, and the said Owner may proceed to award the contract to others.

The undersigned hereby agrees to commence the work within ten (10) days, or such further time as may be allowed in writing by the after notification to proceed, and to complete the Work within one hundred and fifty (150) calendar days, as outlined in these Contract Documents.

The undersigned proposes to furnish Labor and Material Payment Bond and Performance Bond in the amount of one hundred (100%) percent of the Contract Amount each as surety conditioned for the full complete and faithful performance of this contract, and to indemnify and save harmless the Owner from any damage or loss of which the Owner may become liable by the default of said Contractor, or by reason of any neglect or carelessness on the part of said Contractor, his agents or employees, or by or on account of any act or omission of said Contractor, his servants, agents or employees, in performance of this contract.

[Signature]  
Signature

5-23-11  
Date

**Section 4  
Bid Form**

SEC CLERK RECORDED 08/17/2011

**BID FORM**  
**SANTA FE SOLID WASTE MANAGEMENT AGENCY**  
**BUCKMAN ROAD RECYCLING AND TRANSFER STATION**  
**CONTRACTING AGENCY AND OWNER**

NAME: Advantage Asphalt  
ADDRESS: PO Box 28700 Santa Fe NM 87592  
Hereinafter called Bidder.

TO: Mr. Robert Rodarte  
Purchasing Director  
City of Santa Fe  
2651 Siringo Road, Building H  
Santa Fe, NM 87505

Hereinafter called Owner,

**BID FOR: BUCKMAN ROAD RECYCLING AND TRANSFER STATION**  
**HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY**

Santa Fe Solid Waste Management Agency: Bid No. '11/40/B

1. The Bidder has familiarized itself with the existing conditions on the Project area affecting the cost of the Work and with the Contract Documents which includes:
  - a. Advertisement for Bids
  - b. Instructions for Bidders
  - c. Bid Proposal
  - d. Bid Form
  - e. Supplemental Bid Forms
  - f. Construction Agreement
  - g. Performance Bond
  - h. Labor and Material Payment Bond
  - i. General and Supplemental Conditions
  - j. Technical Specifications
  - k. Construction Plans.

The Bidder hereby proposes to furnish all supervision, technical personnel, labor, materials, tools, appurtenances, equipment, and services (including all utility and transportation services) required to construct and complete the improvements, all in accordance with the above listed Documents.

2. Bidder agrees to perform all Work to construct the Household Hazardous Waste Collection Facility described in the Specifications and shown on the Construction Plans for the following lump sum prices provided in the Bid Schedule (Lump Sum) below.

Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

**BID SCHEDULE (LUMP SUM)**  
**BID No. '11/40/B**

BID ITEM	ITEM DESCRIPTION W/UNIT BID PRICE WRITTEN IN WORDS IN BLANK	UNIT	AMOUNT BID
1	Household Hazardous Waste Collection Facility and Related Site Work at <u>four hundred forty five thousand</u> <u>dollars &amp; zero cents</u> DOLLARS AND CENTS PER LUMP SUM	LS	445,000.00
2	Recyclables Drop-Off Area and Related Site Work at <u>one hundred five thousand</u> <u>dollars &amp; zero cents</u> DOLLARS AND CENTS PER LUMP SUM	LS	105,000.00

SUBTOTAL - BASE BID AMOUNT FOR ITEMS 1-2: \$ 550,000.00  
 NEW MEXICO GROSS RECEIPTS TAX @ 8.1875% \$ 45,031.25  
 TOTAL - BASE BID PLUS NM GROSS RECEIPTS TAX \$ 595,031.25

**TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED**

In the event of unforeseen conditions, discrepancies, or changes to the facility, bidder agrees to perform all Work related to construct the Household Hazardous Waste Collection Facility that is not currently described in the Specifications or shown on the Construction Plans for the following unit prices provided in the Bid Schedule (Unit Prices) below.

Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

BID SCHEDULE (UNIT PRICES)

BID ITEM	ITEM DESCRIPTION W/UNIT BID PRICE WRITTEN IN WORDS IN BLANK	UNIT & QUANTITY	AMOUNT BII UNIT PRICE
3	Structural Concrete, including reinforcement, placement and finishing at <u>five hundred Twenty</u> <u>five dollars &amp; zero cents</u> DOLLARS AND CENTS PER CUBIC YARD	(1) CY	\$525.00
4	Site Concrete including reinforcement, placement and finishing at <u>Two hundred Twenty</u> <u>five dollars &amp; zero cents</u> DOLLARS AND CENTS PER CUBIC YARD	(1) CY	\$225.00
5	Asphalt Pavement at <u>Ninety eight dollars</u> <u>&amp; zero cents</u> DOLLARS AND CENTS PER TON	(1) Ton	\$98.00
6	Base Course at <u>sixteen dollars &amp;</u> <u>fifty cents</u> DOLLARS AND CENTS PER CUBIC YARD	(1) CY	\$16.50
7	4" PVC Sanitary Sewer Line, including excavation and backfill, at <u>Twenty three dollars</u> <u>&amp; zero cents</u> DOLLARS AND CENTS PER LINEAR FOOT	(1) LF	\$23.00
8	4" PVC Conduit, including excavation and backfill, at <u>eighteen dollars</u> <u>&amp; zero cents</u> DOLLARS AND CENTS PER LINEAR FOOT	(1) LF	\$18.00
9	Soil Excavation at <u>five dollars &amp;</u> <u>ninety five cents</u> DOLLARS AND CENTS PER CUBIC YARD	(1) CY	\$5.95
10	Soil Fill at <u>six dollars &amp; fifty</u> <u>cents</u> DOLLARS AND CENTS PER CUBIC YARD	(1) CY	\$6.50
11	New Chainlink Fence at <u>thirty five dollars</u> <u>&amp; zero cents</u> DOLLARS AND CENTS PER LINEAR FOOT	(1) LF	\$35.00

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3. In submitting this bid, the Bidder understands that the right is reserved by the Owner to reject any irregular or all bids, waive any technicalities in the bids, and accept the bid deemed to be in the best interest of the Agency and that the Owner intends to award one contract (if at all) for the items bid. If written notice of the acceptance of this bid is mailed, telegraphed or otherwise delivered to the undersigned within sixty (60) days after the opening thereof or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver.
  
4. All Addenda pertaining to this project, shall be acknowledged by the Bidder in the spaces provided below (Indicate none if on Addenda have been issued):

Addendum		Acknowledged by Bidder or his Authorized Representative	Date Acknowledged
No.	Date		
1		<i>Martin Montez</i>	4-19-11
2		<i>Martin Montez</i>	4-22-11
3		<i>Martin Montez</i>	5-13-11
4		<i>Martin Montez</i>	5-13-11

Failure to acknowledge receipt, as provided above, may be considered sufficient grounds for disqualification of the Bidder and rejection of his bid. A record of all Addenda and copies of same will be available to all qualified bidders from SFSWMA, Caja Del Rio Landfill, 149 Wildlife Way, Santa Fe, NM, 87506, after 3:00 p.m., two (2) days prior to the letting. It shall be the Bidder's responsibility to become fully advised of all Addenda prior to submitting his bid.

5. The Bidder agrees to commence work under this Contract within ten (10) days after a date to be specified in a written Notice to Proceed (NTP) from the Owner or its authorized agents, and fully complete construction of the Household Hazardous Waste Collection Facility within one hundred fifty (150) calendar days. Bidder further agrees to substantially complete the Work or to pay liquidated damages as provided in the Contract Documents.

6. Security in the sum of five (5) percent of the amount bid in form of (check one):

Bid Bond       Certified Check

is attached hereto in accordance with the "Instructions for Bidders".

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7. This Bid Form contains the following:

- ✓A. Bid Proposal;
- ✓B. Bid Form and Completed Bid Schedule - Name of Bidder and Bidder's New Mexico Contractor's License with a check for proper signatures;
- ✓C. Acknowledgement for receipt of Addenda, if any;
- ✓D. Bid Bond or Check for Bid Security;
- ✓E. Subcontractor Listing Form;
- ✓F. Non-Collusion Affidavit of Prime Bidder;
- ✓G. Certification of Non-Segregated Facilities; and
- ✓H. Certification of Bidder regarding Equal Employment Opportunity.

**TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED**

SEC CLERK RECORDED 08/17/2011

Respectfully Submitted:

Name of Bidder Advantage Asphalt

By: [Signature]  
(Signature)

Title: Superintendent

Date: 5-23-11

Official Address: PO Box 28700  
Santa Fe NM 87592

Telephone No.: 505-473-0402

New Mexico Contractor's License Number and Types: 83485

United States Treasury Number: 850 469 990

New Mexico State Residence Preference Certification Number  
if any: 88C35

SFC CLERK RECORDED 08/17/2011

**Section 5  
Bid Bond**

SFC CLERK RECORDED 08/17/2011

**BID BOND**

A. KNOW ALL MEN BY THESE PRESENTS, THAT WE \_\_\_\_\_  
herein after called the PRINCIPAL and the \_\_\_\_\_  
of \_\_\_\_\_ a Corporation duly organized under the laws  
of the State of \_\_\_\_\_, and, authorized to do business in the State of New  
Mexico, hereinafter called the SURETY, as SURETY are held and firmly bound unto the  
Santa Fe Solid Waste Management Agency, 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 the accompanying bid, dated \_\_\_\_\_,  
2011, (Bid No. '11/40/B) for the construction of the Santa Fe Solid Waste Management  
Agency, Buckman Road Recycling and Transfer Station, Household Hazardous Waste  
Collection Facility, 2600 Buckman Road, Santa Fe, NM 87057.

B. NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the  
Principal shall enter into a Contract with the Obligee in accordance with the terms of  
such bid, and give such bond 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.

C. SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, a.d. 2011.

_____	By: _____ (SEAL)
WITNESS	PRINCIPAL
_____	By: _____
WITNESS	SURETY
_____	TITLE

SFC CLERK RECORDED 08/17/2011

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we

Advantage Asphalt & Seal Coating, LLC  
51B Estrellas Road North, Santa Fe, NM 87508

as Principal, hereinafter called the Principal, and the Western Insurance Company, a corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called Surety, are held and firmly bound unto

City of Santa Fe, 2651 Siringo Road, Building H, Santa Fe, NM 87505

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Bid Amount

Dollars ( 5% of Bid Amount), 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.

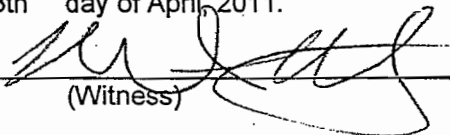
WHEREAS, the Principal has submitted a bid for

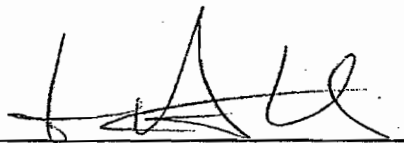
Santa Fe Solid Waste Management Agency (SFSWMA), Buckman Road Recycling and Transfer Station, HHW Collection Facility

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing and give bond with good and sufficient surety, or, in the event of the failure of the Principal to enter into such Contract and give such bond or bonds; if the Principal shall pay to the 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.


PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

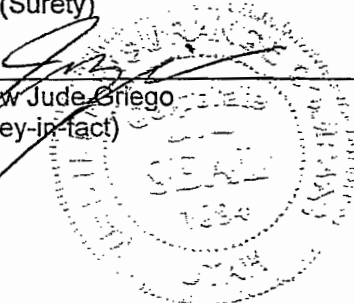
28th day of April, 2011.

  
(Witness)

  
(Principal)  
Owner  
(Title)

Western Insurance Company  
(Surety)

  
Matthew Jude Griego  
(Attorney-in-fact)



SFC CLERK RECORDED 08/17/2011

WESTERN INSURANCE COMPANY  
POWER OF ATTORNEY

13265

KNOW ALL MEN BY THESE PRESENTS: That WESTERN INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Utah and having its principal office at the City of Sandy, in the State of Utah, does hereby constitute and appoint

Matthew Jude Griego, Denise Gordon

Of the STATE OF UTAH its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons; guaranteeing the performance of contracts; and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, the said WESTERN INSURANCE COMPANY, has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary, this 6th day of December, 2010

WESTERN INSURANCE COMPANY

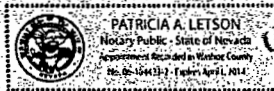


(Signed) By [Signature] President

(Signed) By [Signature] Secretary

STATE OF UTAH

On this 6th day of December, 2010, before me personally came DICK L. ROTTMAN, PRESIDENT of the WESTERN INSURANCE COMPANY, and ALICE A. MOLASKY-ARMAN, SECRETARY of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said DICK L. ROTTMAN and ALICE A. MOLASKY-ARMAN were respectively the PRESIDENT and the SECRETARY of the said WESTERN INSURANCE COMPANY, the corporation described in which executed the foregoing Power of Attorney, that they each knew the seal of said corporation, that the seal affixed to said Power of Attorney was such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names hereto by like order as PRESIDENT and SECRETARY, respectively, of the Company. My Commission expires the 1st day in April, 2014.



(Signed) [Signature] Notary Public

This Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of the WESTERN INSURANCE COMPANY on December 6, 2010.

RESOLVED, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by person or entities appointed as Attorney(s)-in-Fact pursuant to a Power or Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or a Vice President, jointly with the Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and unless subsequently revoked and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorney(s)-in-Fact shall have the power and authority, unless subsequently revoked and, in any case, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I ALICE A. MOLASKY-ARMAN, Secretary of the WESTERN INSURANCE COMPANY, do hereby certify that the foregoing is a true excerpt from the Resolution of the said Company as adopted by its Board of Directors on December 6, 2010 and that this resolution is in full force effect.

I, the undersigned Secretary of the WESTERN INSURANCE COMPANY, do hereby certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Testimony Whereof, I have hereunto set my hand and the seal of the WESTERN INSURANCE COMPANY on this

28th day of Nov 2011

[Signature] Secretary



CLERK RECORDED 08/17/2011

## Section 6 Supplemental Bid Forms

SFC CLERK RECORDED 08/17/2011

**SUPPLEMENTAL BID FORMS**

<b><u>INDEX</u></b>	<b><u>PAGE</u></b>
Sub-Contractor Listing Form .....	6-3
Non-Collusion Affidavit of Prime Bidder .....	6-4
Certification of Non-Segregated Facilities .....	6-5
Certification of Bidder Regarding Equal Employment Opportunity .....	6-6

SFC CLERK RECORDED 08/17/2011



**SUBCONTRACTOR LISTING FORM**

All Bidders shall comply with the requirements of the *Subcontractor's Fair Practices Act* (Sections 13-4-31 through 13-4-43, NMSA 1978). Also, a subcontractor that submits a bid valued at more than fifty thousand dollars (\$50,000) for this project is subject to the Public Works Minimum Wage Act (Section 13-4-10, NMSA 1978) and shall be registered with the Labor and Industrial Division of the New Mexico Department of Labor.

SUBCONTRACTOR LISTING

TRADE	NAME	ADDRESS	PHONE #	LICENSE #	NM DEPT OF LABOR REGISTRATION # (IF APPLICABLE)	SUBCONTR SIGNATUR BE OBTAIN AFTER TH OF CONTR
Electric	L & R Electric	Santa Fe, NM	570-0530		0188672011609	
Plumbing	GARDNER Plumbing	Alb, NM	568-2969		01190226091630	
Sprinkler System	Valley Protection Inc.	Alb, NM	505-898-1647		002832006070	
<del>Surveys</del>	<del>Dawson Surveys</del>	<del>Santa Fe</del>	<del>505-473-0162</del>			
Decks	Preferred Deck Company	Alb, NM	505-341-4965		02153620162	
Rest	Excluded Resting Service	Santa Fe	505-989-1790		019982607013	
Fasting Surveys	RSIU	Santa Fe NM	505-473-7973		037692008105	

SEC 1761 RECORDED 08/17/2011

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

STATE OF NEW MEXICO

COUNTY OF Santa Fe

Martin Montez being first duly sworn, deposes and says that:

- (1) He is the Superintendent of the Bidder that has submitted the attached Bid Proposal;
- (2) He is fully informed respecting the preparation and contents of the attached Bid Proposal and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Contracting Agency or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(SIGNED) [Signature]  
TITLE Superintendent

SUBSCRIBED AND SWORN to before me this 23 day of May 2011.

[Signature]  
NOTARY PUBLIC

My Commission Expires 04/15/2012

SEC CLERK RECORDED 08/17/2011

**CERTIFICATION OF NON-SEGREGATED FACILITIES**

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

The construction Contractor certifies that 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 clock, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreating or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The construction Contractor agrees that (except where 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 provisions of the Equal Opportunity Clause and that he will retain such certifications in his files.

(SIGNED) \_\_\_\_\_

PRINT NAME \_\_\_\_\_

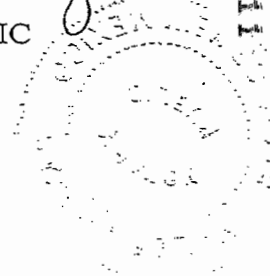
TITLE \_\_\_\_\_

SUBSCRIBED AND SWORN to before me this 23 day of May 2011

NOTARY PUBLIC

My Commission Expires 04/15/2012

CLERK RECORDED  
05/17/2011



**CERTIFICATION OF BIDDER REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY  
INSTRUCTIONS**

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

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

CERTIFICATION OF BIDDER

Bidder's Name: Advantage Asphalt

Address: PO Box 28700  
Santa Fe NM 87592

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.

Martin Montes Superintendent  
NAME AND TITLE OF SIGNER (PLEASE TYPE)

M. Montes  
SIGNATURE

5-23-10  
DATE

SFC CLERK RECORDED 05/17/2011

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SFC CLERK RECORDED 08/17/2011

**BID PROPOSAL**  
**BID No. '11/40/B**  
**BUCKMAN ROAD RECYCLING AND TRANSFER STATION**  
**HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY**

CONTRACTOR NAME ESA Construction, Inc.

ADDRESS 3435 Girard NE, Albuquerque, NM 87107

To the Santa Fe Solid Waste Management Agency, State of New Mexico (Owner):


The undersigned proposes to furnish and deliver all the material and to do all the work and labor required in the construction of "Household Hazardous Waste Collection Facility" at the Buckman Road Recycling and Transfer Station in City of Santa Fe, State of New Mexico, according to the Construction Plans and Specifications at the prices named and shown on the Bid Form.

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

The undersigned hereby agrees to execute and deliver the Construction Agreement and required bonds within ten (10) days, or such further time as may be allowed in writing by the Owner after receiving notification of the acceptance of this bid, and it is hereby mutually understood and agreed that in case we do not, we forfeit the accompanying check or bid bond to the Owner as liquidated damages, and the said Owner may proceed to award the contract to others.

The undersigned hereby agrees to commence the work within ten (10) days, or such further time as may be allowed in writing by the after notification to proceed, and to complete the Work within one hundred and fifty (150) calendar days, as outlined in these Contract Documents.

The undersigned proposes to furnish Labor and Material Payment Bond and Performance Bond in the amount of one hundred (100%) percent of the Contract Amount each as surety conditioned for the full complete and faithful performance of this contract, and to indemnify and save harmless the Owner from any damage or loss of which the Owner may become liable by the default of said Contractor, or by reason of any neglect or carelessness on the part of said Contractor, his agents or employees, or by or on account of any act or omission of said Contractor, his servants, agents or employees, in performance of this contract.

  
\_\_\_\_\_  
Signature

5/23/11

Date

SEC CLERK RECORDED 08/17/2011

**Section 4  
Bid Form**

SFC CLERK RECORDED 08/17/2011

**BID FORM**  
**SANTA FE SOLID WASTE MANAGEMENT AGENCY**  
**BUCKMAN ROAD RECYCLING AND TRANSFER STATION**  
**CONTRACTING AGENCY AND OWNER**

NAME: ESA Construction, Inc.

ADDRESS: 3435 Girard NE, Albuquerque, NM 87107  
Hereinafter called Bidder.

TO: Mr. Robert Rodarte  
Purchasing Director  
City of Santa Fe  
2651 Siringo Road, Building H  
Santa Fe, NM 87505

Hereinafter called Owner,

**BID FOR: BUCKMAN ROAD RECYCLING AND TRANSFER STATION**  
**HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY**

Santa Fe Solid Waste Management Agency: Bid No. '11/40/B

1. The Bidder has familiarized itself with the existing conditions on the Project area affecting the cost of the Work and with the Contract Documents which includes:
  - a. Advertisement for Bids
  - b. Instructions for Bidders
  - c. Bid Proposal
  - d. Bid Form
  - e. Supplemental Bid Forms
  - f. Construction Agreement
  - g. Performance Bond
  - h. Labor and Material Payment Bond
  - i. General and Supplemental Conditions
  - j. Technical Specifications
  - k. Construction Plans.

The Bidder hereby proposes to furnish all supervision, technical personnel, labor, materials, tools, appurtenances, equipment, and services (including all utility and transportation services) required to construct and complete the improvements, all in accordance with the above listed Documents.



2. Bidder agrees to perform all Work to construct the Household Hazardous Waste Collection Facility described in the Specifications and shown on the Construction Plans for the following lump sum prices provided in the Bid Schedule (Lump Sum) below.

Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

**BID SCHEDULE (LUMP SUM)**  
**BID No. '11/40/B**

BID ITEM	ITEM DESCRIPTION W/UNIT BID PRICE WRITTEN IN WORDS IN BLANK	UNIT	AMOUNT BID
1	Household Hazardous Waste Collection Facility and Related Site Work at <u>Five hundred Sixty-two thousand</u> <u>five hundred dollars</u> DOLLARS AND CENTS PER LUMP SUM	LS	562,500 <sup>00</sup>
2	Recyclables Drop-Off Area and Related Site Work at <u>one hundred thousand dollars</u> DOLLARS AND CENTS PER LUMP SUM	LS	100,000 <sup>00</sup>

SUBTOTAL - BASE BID AMOUNT FOR ITEMS 1-2: \$ 662,500<sup>00</sup>  
 NEW MEXICO GROSS RECEIPTS TAX @ 8.1875% \$ 54,242.19  
 TOTAL - BASE BID PLUS NM GROSS RECEIPTS TAX \$ 716,742.19

**TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED**

In the event of unforeseen conditions, discrepancies, or changes to the facility, bidder agrees to perform all Work related to construct the Household Hazardous Waste Collection Facility that is not currently described in the Specifications or shown on the Construction Plans for the following unit prices provided in the Bid Schedule (Unit Prices) below.



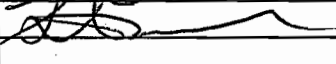
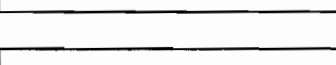
Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

**BID SCHEDULE (UNIT PRICES)**

BID ITEM	ITEM DESCRIPTION W/UNIT BID PRICE WRITTEN IN WORDS IN BLANK	UNIT & QUANTITY	AMOUNT BII UNIT PRICE
3	Structural Concrete, including reinforcement, placement and finishing at <u>Four hundred fifty three dollars.</u> _____ DOLLARS AND CENTS PER CUBIC YARD	(1) CY	453 <sup>00</sup>
4	Site Concrete including reinforcement, placement and finishing at <u>Four hundred thirty nine dollars</u> _____ DOLLARS AND CENTS PER CUBIC YARD	(1) CY	439 <sup>00</sup>
5	Asphalt Pavement at <u>One hundred three dollars</u> _____ DOLLARS AND CENTS PER TON	(1) Ton	103 <sup>00</sup>
6	Base Course at <u>Twenty six dollars &amp; 50/100</u> _____ DOLLARS AND CENTS PER CUBIC YARD	(1) CY	26.50
7	4" PVC Sanitary Sewer Line, including excavation and backfill, at <u>Seventy six dollars &amp; 70/100</u> _____ DOLLARS AND CENTS PER LINEAR FOOT	(1) LF	76.70
8	4" PVC Conduit, including excavation and backfill, at <u>Nine dollars &amp; 30/100</u> _____ DOLLARS AND CENTS PER LINEAR FOOT	(1) LF	9.30
9	Soil Excavation at <u>Two dollars &amp; 32/100</u> _____ DOLLARS AND CENTS PER CUBIC YARD	(1) CY	2.32
10	Soil Fill at <u>Thirteen dollars &amp; 95/100</u> _____ DOLLARS AND CENTS PER CUBIC YARD	(1) CY	13.95
11	New Chainlink Fence at <u>Twenty seven dollars &amp; 94/100</u> _____ DOLLARS AND CENTS PER LINEAR FOOT	(1) LF	27.94

SEC. CLERK RECORDED 08/17/2011

3. In submitting this bid, the Bidder understands that the right is reserved by the Owner to reject any irregular or all bids, waive any technicalities in the bids, and accept the bid deemed to be in the best interest of the Agency and that the Owner intends to award one contract (if at all) for the items bid. If written notice of the acceptance of this bid is mailed, telegraphed or otherwise delivered to the undersigned within sixty (60) days after the opening thereof or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver.
  
4. All Addenda pertaining to this project, shall be acknowledged by the Bidder in the spaces provided below (Indicate none if on Addenda have been issued):

Addendum		Acknowledged by Bidder or his Authorized Representative	Date Acknowledged
No.	Date		
1	4/22		4/22/11
2	4/22		4/22/11
3	5/13		5/13/11
4	5/13		5/13/11

Failure to acknowledge receipt, as provided above, may be considered sufficient grounds for disqualification of the Bidder and rejection of his bid. A record of all Addenda and copies of same will be available to all qualified bidders from SFSWMA, Caja Del Rio Landfill, 149 Wildlife Way, Santa Fe, NM, 87506, after 3:00 p.m., two (2) days prior to the letting. It shall be the Bidder's responsibility to become fully advised of all Addenda prior to submitting his bid.

5. The Bidder agrees to commence work under this Contract within ten (10) days after a date to be specified in a written Notice to Proceed (NTP) from the Owner or its authorized agents, and fully complete construction of the Household Hazardous Waste Collection Facility within one hundred fifty (150) calendar days. Bidder further agrees to substantially complete the Work or to pay liquidated damages as provided in the Contract Documents.

6. Security in the sum of five (5) percent of the amount bid in form of (check one):

Bid Bond       Certified Check

is attached hereto in accordance with the "Instructions for Bidders".

7. This Bid Form contains the following:

- A. Bid Proposal;
- B. Bid Form and Completed Bid Schedule - Name of Bidder and Bidder's New Mexico Contractor's License with a check for proper signatures;
- C. Acknowledgement for receipt of Addenda, if any;
- D. Bid Bond or Check for Bid Security;
- E. Subcontractor Listing Form;
- F. Non-Collusion Affidavit of Prime Bidder;
- G. Certification of Non-Segregated Facilities; and
- H. Certification of Bidder regarding Equal Employment Opportunity.

**TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED**

SEC CLERK RECORDED 08/17/2011

Respectfully Submitted:

Name of Bidder ESA Construction, Inc.

By:   
(Signature)

Title: Vice-President

Date: 5/23/11

Official Address: 3435 Girard NE, Albuquerque, NM 87107

Telephone No.: 505-884-2171

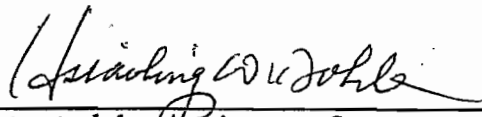
New Mexico Contractor's License Number and Types: 28493 GB98

United States Treasury Number: 85-0365630

New Mexico State Residence Preference Certification Number

if any: 19C11

ESA Construction, Inc. is incorporated in the State of New Mexico

  
Attested by Assistant Corporate Secretary

SFC CLERK RECORDED 08/17/2011

## **Section 5 Bid Bond**

SFC CLERK RECORDED 08/17/2011

**BID BOND**

A. KNOW ALL MEN BY THESE PRESENTS, THAT WE ESA Construction, Inc., herein after called the PRINCIPAL and the Federal Insurance Company, of Warren, New Jersey a Corporation duly organized under the laws of the State of Indiana, and, authorized to do business in the State of New Mexico, hereinafter called the SURETY, as SURETY are held and firmly bound unto the Santa Fe Solid Waste Management Agency, hereinafter called the OBLIGEE, in the sum of five percent of bid amount dollars (\$5% of bid) 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 the accompanying bid, dated May 23, 2011, (Bid No. '11/40/B) for the construction of the Santa Fe Solid Waste Management Agency, Buckman Road Recycling and Transfer Station, Household Hazardous Waste Collection Facility, 2600 Buckman Road, Santa Fe, NM 87057.

B. NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond 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.

C. SIGNED AND SEALED THIS 23rd DAY OF May, a.d. 2011.

William D. Doherty  
WITNESS

[Signature]  
WITNESS

BIDDER  
ESA Construction, Inc.

By: [Signature] (SEAL)

PRINCIPAL  
Steve Brunson, Vice-President

By: Federal Insurance Company

SURETY

[Signature]  
TITLE Georgianne Milliken, Attorney-in-Fact

SFC CLERK RECORDED 08/17/2011

AGENT'S AFFIDAVIT

SUPPLEMENTS TO BID FORMS
Section 00422

This Form Must Be Used By Surety

[To be filled in by Agent]

STATE OF Texas )
COUNTY OF El Paso ) ss.

Georgianne Milliken, being first duly sworn, deposes and says that he/she is the duly appointed agent for Federal Insurance Company and is licensed in the State of New Mexico.

Deponent further states that a certain bond given to indemnify the Owner in connection with the construction of (Santa Fe Solid Waste Management Agency) Buckman Road Recycling and Transfer Station - Household Hazardous Waste Collection Facility, Bid #11/40/B dated the 23rd day of May, 2011, executed by ESA Construction, Inc. Contractor, as principal, and Federal Insurance Company as surety, signed by this Deponent; and Deponent further states that said bond was written, signed, and delivered by him/her; that the premium on the same has been or will be collected by him/her, and that the full commission thereon has been or will be retained by him/her.

Georgianne Milliken, Attorney-in-Fact

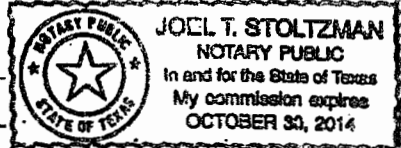
SUBSCRIBED AND SWORN TO BEFORE ME THIS 23rd DAY OF May, 2011.

NOTARY PUBLIC Joel Stoltzman

MY COMMISSION EXPIRES: 10/30/2014 Joel Stoltzman [Seal]

Agent's Address:

JDW Insurance
PO Box 981021
El Paso, Texas 79998-1021
Telephone ( 915 ) 496-8500 Fax ( 915 ) 496-8550



[This form must be used for all bonds required in the Bidding Documents. Power of Attorney for person signing for Surety Company must be attached to bond]

SFC CLERK RECORDED 05/17/2011





**POWER  
OF  
ATTORNEY**

**Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company**

**Attn.: Surety Department  
15 Mountain View Road  
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **John M. Rindt** and **Georgianne Milliken** of El Paso, Texas-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 15th day of November, 1999

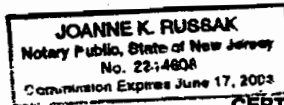
Kenneth C. Wendel, Assistant Secretary

Frank E. Robertson, Vice President

STATE OF NEW JERSEY } ss.  
County of Somerset

On this 15th day of November, 1999, before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with Frank E. Robertson, and knows him to be Vice President of said Companies; and that the signature of Frank E. Robertson, subscribed to said Power of Attorney is in the genuine handwriting of Frank E. Robertson, and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



Joanne K. Russak  
Notary Public

**CERTIFICATION**

Extract from the By-Laws of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U. S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U. S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 23rd day of May, 2011



Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY  
Telephone (908) 903-3485 Fax (908) 903-3656 e-mail: surety@chubb.com

SFC CLERK RECORDED 08/17/2011

## **Section 6 Supplemental Bid Forms**

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SFC CLERK RECORDED 08/17/2011

**SUPPLEMENTAL BID FORMS**

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Certification of Non-Segregated Facilities .....	6-5
Certification of Bidder Regarding Equal Employment Opportunity.....	6-6

SFC CLERK RECORDED 08/17/2011

**SUBCONTRACTOR LISTING FORM**

All Bidders shall comply with the requirements of the *Subcontractor's Fair Practices Act* (Sections 13-4-31 through 13-4-43, NMSA 1978). Also, a subcontractor that submits a bid valued at more than fifty thousand dollars (\$50,000) for this project is subject to the Public Works Minimum Wage Act (Section 13-4-10, NMSA 1978) and shall be registered with the Labor and Industrial Division of the New Mexico Department of Labor.

**SUBCONTRACTOR LISTING**

TRADE	NAME	ADDRESS	PHONE #	LICENSE #	NM DEPT OF LABOR REGISTRATION # (IF APPLICABLE)	SUBCONTRACTOR SIGNATURE BE OBTAINED AFTER THE OF CONTRACT
Elec.	<del>STB</del>	Elc. Outlook Santa Fe <del>Resque</del>			Below threshold	
Sawwork	Rogers	Los Lunas			" "	
Guardrails	Seiben	Abq			"	
Fence	Los Ranchos	Abq			"	
Masonry	Marant	Los Lunas			"	
Roofing	Enchantment	Santa Fe			"	
overhead doors		Perfected Abq.			"	
wood framing	Allwood	Abq			"	
Paint	Mona	Abq			"	
Fire Protection	<del>Sub</del>	Valley			"	

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**SUBCONTRACTOR LISTING FORM**

All Bidders shall comply with the requirements of the *Subcontractor's Fair Practices Act* (Sections 13-4-31 through 13-4-43, NMSA 1978). Also, a subcontractor that submits a bid valued at more than fifty thousand dollars (\$50,000) for this project is subject to the Public Works Minimum Wage Act (Section 13-4-10, NMSA 1978) and shall be registered with the Labor and Industrial Division of the New Mexico Department of Labor.

**SUBCONTRACTOR LISTING**

TRADE	NAME	ADDRESS	PHONE #	LICENSE #	NM DEPT OF LABOR REGISTRATION # (IF APPLICABLE)	SUBCONTRACTOR SIGNATURE - BE OBTAINED AFTER THE OF CONTRACT
HVAC	T-D	Abq.				Below threshold
Paint	Russ	Santa Fe			01374220100423	
<del>Exc</del>	<del>J&amp;P</del>	<del>Basque</del>				
Paving	R.L. Linder	South Fe			0112020051210	
Concrete	Abq.	Abq.			0134252011020	

SEC. CLERK RECORDED 08/17/2011



**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

STATE OF NEW MEXICO

COUNTY OF Bernalillo

Steve Brunson being first duly sworn, deposes and says that:

- (1) He is the Vice-President of the Bidder that has submitted the attached Bid Proposal;
- (2) He is fully informed respecting the preparation and contents of the attached Bid Proposal and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Contracting Agency or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(SIGNED) \_\_\_\_\_

TITLE Vice-President

SUBSCRIBED AND SWORN to before me this 23rd day of May 2011.

Michael W. Dohle  
NOTARY PUBLIC

My Commission Expires 5/11/14

**CERTIFICATION OF NON-SEGREGATED FACILITIES**

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

The construction Contractor certifies that 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 clock, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreating or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The construction Contractor agrees that (except where 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 provisions of the Equal Opportunity Clause and that he will retain such certifications in his files.

(SIGNED) 

PRINT NAME Steve Brunson

TITLE Vice-President

SUBSCRIBED AND SWORN to before me this 23rd day of May 2011

  
NOTARY PUBLIC

My Commission Expires 5/11/14

SFC CLERK RECORDED 08/17/2011



**CERTIFICATION OF BIDDER REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY  
INSTRUCTIONS**

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

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

---

**CERTIFICATION OF BIDDER**

Bidder's Name: ESA Construction, Inc.

Address: 3435 Girard NE

Albuquerque, NM 87107


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.

Steve Brunson, Vice-President

NAME AND TITLE OF SIGNER (PLEASE TYPE)

  
SIGNATURE

5/23/11

DATE

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SFC CLERK RECORDED 08/17/2011

**COPY**

*Buckman Road Recycling and Transfer Station  
Household Hazardous Waste Collection Facility*

**BID PROPOSAL  
BID No. '11/40/B  
BUCKMAN ROAD RECYCLING AND TRANSFER STATION  
HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY**

CONTRACTOR NAME Unified Contractor, Inc.  
ADDRESS P.O. Box 93984 Albuquerque, N.M. 87199

To the Santa Fe Solid Waste Management Agency, State of New Mexico (Owner):

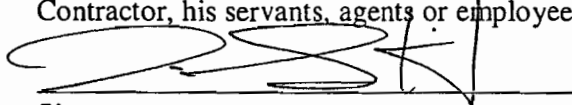
The undersigned proposes to furnish and deliver all the material and to do all the work and labor required in the construction of "Household Hazardous Waste Collection Facility" at the Buckman Road Recycling and Transfer Station in City of Santa Fe, State of New Mexico, according to the Construction Plans and Specifications at the prices named and shown on the Bid Form.

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

The undersigned hereby agrees to execute and deliver the Construction Agreement and required bonds within ten (10) days, or such further time as may be allowed in writing by the Owner after receiving notification of the acceptance of this bid, and it is hereby mutually understood and agreed that in case we do not, we forfeit the accompanying check or bid bond to the Owner as liquidated damages, and the said Owner may proceed to award the contract to others.

The undersigned hereby agrees to commence the work within ten (10) days, or such further time as may be allowed in writing by the after notification to proceed, and to complete the Work within one hundred and fifty (150) calendar days, as outlined in these Contract Documents.

The undersigned proposes to furnish Labor and Material Payment Bond and Performance Bond in the amount of one hundred (100%) percent of the Contract Amount each as surety conditioned for the full complete and faithful performance of this contract, and to indemnify and save harmless the Owner from any damage or loss of which the Owner may become liable by the default of said Contractor, or by reason of any neglect or carelessness on the part of said Contractor, his agents or employees, or by or on account of any act or omission of said Contractor, his servants, agents or employees, in performance of this contract.



Signature

5/23/11

Date

SFC CLERK RECORDED 08/17/2011

**COPY**

*Buckman Road Recycling and Transfer Station  
Household Hazardous Waste Collection Facility*

---

**Section 4  
Bid Form**

SFC CLERK RECORDED 08/17/2011

**BID FORM  
SANTA FE SOLID WASTE MANAGEMENT AGENCY  
BUCKMAN ROAD RECYCLING AND TRANSFER STATION  
CONTRACTING AGENCY AND OWNER**

NAME: Unified Contractor, Inc.

ADDRESS: P.O. Box 93984 Albuquerque, N.M. 87199  
Hereinafter called Bidder.

TO: Mr. Robert Rodarte  
Purchasing Director  
City of Santa Fe  
2651 Siringo Road, Building H  
Santa Fe, NM 87505

Hereinafter called Owner,

**BID FOR: BUCKMAN ROAD RECYCLING AND TRANSFER STATION  
HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY**

Santa Fe Solid Waste Management Agency: Bid No. '11/40/B

1. The Bidder has familiarized itself with the existing conditions on the Project area affecting the cost of the Work and with the Contract Documents which includes:
  - a. Advertisement for Bids
  - b. Instructions for Bidders
  - c. Bid Proposal
  - d. Bid Form
  - e. Supplemental Bid Forms
  - f. Construction Agreement
  - g. Performance Bond
  - h. Labor and Material Payment Bond
  - i. General and Supplemental Conditions
  - j. Technical Specifications
  - k. Construction Plans.

The Bidder hereby proposes to furnish all supervision, technical personnel, labor, materials, tools, appurtenances, equipment, and services (including all utility and transportation services) required to construct and complete the improvements, all in accordance with the above listed Documents.

2. Bidder agrees to perform all Work to construct the Household Hazardous Waste Collection Facility described in the Specifications and shown on the Construction Plans for the following lump sum prices provided in the Bid Schedule (Lump Sum) below.

Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

**BID SCHEDULE (LUMP SUM)  
BID No. '11/40/B**

BID ITEM	ITEM DESCRIPTION W/UNIT BID PRICE WRITTEN IN WORDS IN BLANK	UNIT	AMOUNT BID
1	Household Hazardous Waste Collection Facility and Related Site Work at <i>Five hundred Sixty six thousand six hundred dollars.</i> DOLLARS AND CENTS PER LUMP SUM	LS	<i>566,600.00</i>
2	Recyclables Drop-Off Area and Related Site Work at <i>One hundred twelve thousand six hundred dollars.</i> DOLLARS AND CENTS PER LUMP SUM	LS	<i>112,600.00</i>

SUBTOTAL - BASE BID AMOUNT FOR ITEMS 1-2:      \$ *679,200.00*

NEW MEXICO GROSS RECEIPTS TAX @ 8.1875%      \$ *55,609.50*

TOTAL - BASE BID PLUS NM GROSS RECEIPTS TAX      \$ *734,809.50*

**TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED**

In the event of unforeseen conditions, discrepancies, or changes to the facility, bidder agrees to perform all Work related to construct the Household Hazardous Waste Collection Facility that is not currently described in the Specifications or shown on the Construction Plans for the following unit prices provided in the Bid Schedule (Unit Prices) below.

Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

SEC CLERK RECORDED 08/17/2011

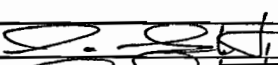
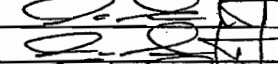
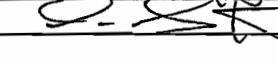
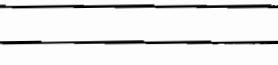
BID SCHEDULE (UNIT PRICES)

BID ITEM	ITEM DESCRIPTION W/UNIT BID PRICE WRITTEN IN WORDS IN BLANK	UNIT & QUANTITY	AMOUNT BID UNIT PRICE
3	Structural Concrete, including reinforcement, placement and finishing at <del>Three Hundred Ninety</del> <del>One</del> <del>Four</del> <del>Dollars</del> <del>&amp; zero cents</del> <del>Shirty</del> <del>five</del> <del>;</del> Four Hundred <del>zero</del> Dollars DOLLARS AND CENTS PER CUBIC YARD	(1) CY	436.00 \$ <del>391.00</del>
4	Site Concrete including reinforcement, placement and finishing at <del>Three Hundred Fifty</del> <del>Four</del> <del>Dollars</del> <del>&amp; zero cents</del> <del>Twenty</del> <del>two</del> Four Hundred <del>zero</del> Dollars DOLLARS AND CENTS PER CUBIC YARD	(1) CY	422.00 \$ <del>354.00</del>
5	Asphalt Pavement at <del>Eighty Three</del> Dollars <del>&amp; zero cents</del> DOLLARS AND CENTS PER TON	(1) Ton	\$ 83. <sup>00</sup>
6	Base Course at <del>Twenty Dollars</del> <del>&amp; zero cents</del> DOLLARS AND CENTS PER CUBIC YARD	(1) CY	\$ 20. <sup>00</sup>
7	4" PVC Sanitary Sewer Line, including excavation and backfill, at <del>Forty Three Dollars</del> <del>&amp; no cents</del> DOLLARS AND CENTS PER LINEAR FOOT	(1) LF	\$ 43. <sup>00</sup>
8	4" PVC Conduit, including excavation and backfill, at <del>Thirty One Dollars</del> <del>&amp; no cents</del> DOLLARS AND CENTS PER LINEAR FOOT	(1) LF	\$ 31. <sup>00</sup>
9	Soil Excavation at <del>Two Dollars and</del> <del>Twenty Five Cents</del> DOLLARS AND CENTS PER CUBIC YARD	(1) CY	\$ 2. <sup>25</sup>
10	Soil Fill at <del>Sixteen Dollars</del> <del>&amp; no cents</del> DOLLARS AND CENTS PER CUBIC YARD	(1) CY	\$ 16. <sup>00</sup>
11	New Chainlink Fence at <del>Thirty Five Dollars</del> <del>&amp; no cents</del> DOLLARS AND CENTS PER LINEAR FOOT	(1) LF	\$ 35. <sup>00</sup>

SEC CLERK RECORDED 08/17/2011

*Buckman Road Recycling and Transfer Station  
Household Hazardous Waste Collection Facility*

3. In submitting this bid, the Bidder understands that the right is reserved by the Owner to reject any irregular or all bids, waive any technicalities in the bids, and accept the bid deemed to be in the best interest of the Agency and that the Owner intends to award one contract (if at all) for the items bid. If written notice of the acceptance of this bid is mailed, telegraphed or otherwise delivered to the undersigned within sixty (60) days after the opening thereof or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver.
  
4. All Addenda pertaining to this project, shall be acknowledged by the Bidder in the spaces provided below (Indicate none if on Addenda have been issued):

Addendum	Acknowledged by Bidder or his Authorized Representative	Date Acknowledged
No.   Date		
1   4/22/11		4/28/11
2   4/22/11		4/28/11
3   5/13/11		5/15/11
4   5/13/11		5/15/11

Failure to acknowledge receipt, as provided above, may be considered sufficient grounds for disqualification of the Bidder and rejection of his bid. A record of all Addenda and copies of same will be available to all qualified bidders from SFSWMA, Caja Del Rio Landfill, 149 Wildlife Way, Santa Fe, NM, 87506, after 3:00 p.m., two (2) days prior to the letting. It shall be the Bidder's responsibility to become fully advised of all Addenda prior to submitting his bid.

5. The Bidder agrees to commence work under this Contract within ten (10) days after a date to be specified in a written Notice to Proceed (NTP) from the Owner or its authorized agents, and fully complete construction of the Household Hazardous Waste Collection Facility within one hundred fifty (150) calendar days. Bidder further agrees to substantially complete the Work or to pay liquidated damages as provided in the Contract Documents.

6. Security in the sum of five (5) percent of the amount bid in form of (check one):

Bid Bond       Certified Check

is attached hereto in accordance with the "Instructions for Bidders".

SFC CLERK RECORDED 08/17/2011



7. This Bid Form contains the following:

- ✓A. Bid Proposal;
- ✓B. Bid Form and Completed Bid Schedule - Name of Bidder and Bidder's New Mexico Contractor's License with a check for proper signatures;
- ✓C. Acknowledgement for receipt of Addenda, if any;
- ✓D. Bid Bond or Check for Bid Security;
- ✓E. Subcontractor Listing Form;
- ✓F. Non-Collusion Affidavit of Prime Bidder;
- ✓G. Certification of Non-Segregated Facilities; and
- ✓H. Certification of Bidder regarding Equal Employment Opportunity.


**TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED**

SFC CLERK RECORDED 08/17/2011

*Buckman Road Recycling and Transfer Station  
Household Hazardous Waste Collection Facility*

Respectfully Submitted:

Name of Bidder Unified Contractor, Inc.

By:   
(Signature)

Title: President

Date: May 23, 2011

Official Address: P.O. Box 93984  
Albuquerque, N.M. 87199

Telephone No.: (505) 881-5111

New Mexico Contractor's License Number and Types: 93027 GB98

United States Treasury Number: 20-3572010

New Mexico State Residence Preference Certification Number  
if any: 91C11

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**Section 5  
Bid Bond**

SFC CLERK RECORDED 08/17/2011

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we UNIFIED CONTRACTOR, INC.

P.O. BOX 93984 ALBUQUERQUE, NM 87199

as Principal, hereinafter called the Principal, and GRANITE RE, INC.

14001 QUAILBROOK DR OKLAHOMA CITY, OK 73134

a corporation duly organized under the laws of the State of OKLAHOMA as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF SANTA FE SOLID WASTE MANAGEMENT AGENCY 2651 SIRINGO RD., BLDG H SANTA FE, NM 87505

as Oblige, hereinafter called the Oblige, in the sum of FIVE PERCENT (5%) OF THE AMOUNT BID

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: BUCKMAN RD. RECYCLING TRANSFER FACILITY

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding of Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, 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 Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige 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 23rd day of MAY, 2011.

UNIFIED CONTRACTOR, INC.

(Seal) (Principal)

[Signature] President (Title)

(Witness)

GRANITE RE, INC.

(Seal) (Surety)

[Signature] (Title)

(Witness)

MARIA Y. ANKENY, Attorney-In-Fact

SEAL CLERK RECORDED 08/17/2011





**COPY**

*Buckman Road Recycling and Transfer Station  
Household Hazardous Waste Collection Facility*

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**Section 6  
Supplemental Bid Forms**

SFC CLERK RECORDED 08/17/2011

**SUPPLEMENTAL BID FORMS**

<u>INDEX</u>	<u>PAGE</u>
Sub-Contractor Listing Form .....	6-3
Non-Collusion Affidavit of Prime Bidder .....	6-4
Certification of Non-Segregated Facilities.....	6-5
Certification of Bidder Regarding Equal Employment Opportunity.....	6-6

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## SUBCONTRACTOR LISTING FORM

All Bidders shall comply with the requirements of the *Subcontractor's Fair Practices Act* (Sections 13-4-31 through 13-4-43, NMSA 1978). Also, a subcontractor that submits a bid valued at more than fifty thousand dollars (\$50,000) for this project is subject to the Public Works Minimum Wage Act (Section 13-4-10, NMSA 1978) and shall be registered with the Labor and Industrial Division of the New Mexico Department of Labor.

### SUBCONTRACTOR LISTING

TRADE	NAME	ADDRESS	PHONE #	LICENSE #	NM DEPT OF LABOR REGISTRATION # (IF APPLICABLE)	SUBCONTRACTOR SIGNATURE - TO BE OBTAINED AFTER THE OF CONTRACT
Grading/ Asphalt	CGIT Custom Grading	Albug., nm		27982	0037320050601	
Guardrail	San Bar Const.	Albug.		not Provided	Below threshold	
Chainlink Fence	American Jerce Co.	Albug.		001942	Below threshold	
Concrete	Abq. Construction	Albug.		352619	0174252011 0201	
<del>Asphalt</del>	Peerless Const.	Albug.		<del>24205</del>	0180322013 23	
Roofing	All Weather Roofing	Albug.		not Provided	Below threshold	
Overhead Doors	Preferred Door Co.	Albug.		not provided	Below threshold	
Plumbing & Sit Utilities	Rue's mechanical Plumblings & Heating	Santa fe		81109	013742201004 23	
HVAC	T-D Heating & Cooling	Albus.		84345	Below threshold	

SEC CLERK RECORDED 08/17/2011





**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

STATE OF NEW MEXICO  
COUNTY OF Bernalillo

Juan Santistevan being first duly sworn, deposes and says that:

- (1) He is the President of the Bidder that has submitted the attached Bid Proposal;
- (2) He is fully informed respecting the preparation and contents of the attached Bid Proposal and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Contracting Agency or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(SIGNED) [Signature]

TITLE President

SUBSCRIBED AND SWORN to before me this 23<sup>rd</sup> day of May 2011.

[Signature]

My Commission Expires Aug 01, 2013



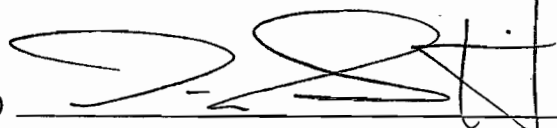
NOTARY PUBLIC  
OFFICIAL SEAL  
TONI MONTGOMERY  
NOTARY PUBLIC-STATE OF NEW MEXICO  
My commission expires 08-01-13

SFC CLERK RECORDED 08/17/2011

**CERTIFICATION OF NON-SEGREGATED FACILITIES**

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

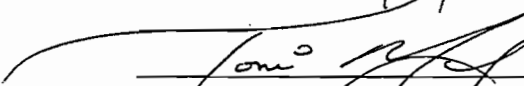
The construction Contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The 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 clock, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreating or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The construction Contractor agrees that (except where 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 provisions of the Equal Opportunity Clause and that he will retain such certifications in his files.

(SIGNED) 

PRINT NAME Juan Santistevan

TITLE President

SUBSCRIBED AND SWORN to before me this 23<sup>rd</sup> day of May 2011.

  
NOTARY PUBLIC

 OFFICIAL SEAL  
TONI MONTGOMERY  
NOTARY PUBLIC-STATE OF NEW MEXICO  
08-01-13

My Commission Expires Aug 01, 2013

SFC CLERK RECORDED 08/17/2011

**CERTIFICATION OF BIDDER REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

**INSTRUCTIONS**

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

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

**CERTIFICATION OF BIDDER**

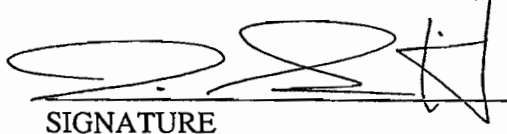
Bidder's Name: Unified Contractor, Inc.

Address: P.O. Box 93984  
Albuquerque, N.M. 87199

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.

Juan Santistevan, President  
NAME AND TITLE OF SIGNER (PLEASE TYPE)

  
SIGNATURE

May 23, 2011  
DATE

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SFC CLERK RECORDED 08/17/2011

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SEC CLERK RECORDED 08/17/2011



Copy

**BID PROPOSAL**  
**BID No. '11/40/B**  
**BUCKMAN ROAD RECYCLING AND TRANSFER STATION**  
**HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY**

CONTRACTOR NAME D. A. BAKER, LLC

ADDRESS 4909 ELLISON NE, SUITE A, ALB, NM, 87109

To the Santa Fe Solid Waste Management Agency, State of New Mexico (Owner):

The undersigned proposes to furnish and deliver all the material and to do all the work and labor required in the construction of "Household Hazardous Waste Collection Facility" at the Buckman Road Recycling and Transfer Station in City of Santa Fe, State of New Mexico, according to the Construction Plans and Specifications at the prices named and shown on the Bid Form.

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

The undersigned hereby agrees to execute and deliver the Construction Agreement and required bonds within ten (10) days, or such further time as may be allowed in writing by the Owner after receiving notification of the acceptance of this bid, and it is hereby mutually understood and agreed that in case we do not, we forfeit the accompanying check or bid bond to the Owner as liquidated damages, and the said Owner may proceed to award the contract to others.

The undersigned hereby agrees to commence the work within ten (10) days, or such further time as may be allowed in writing by the after notification to proceed, and to complete the Work within one hundred and fifty (150) calendar days, as outlined in these Contract Documents.

The undersigned proposes to furnish Labor and Material Payment Bond and Performance Bond in the amount of one hundred (100%) percent of the Contract Amount each as surety conditioned for the full complete and faithful performance of this contract, and to indemnify and save harmless the Owner from any damage or loss of which the Owner may become liable by the default of said Contractor, or by reason of any neglect or carelessness on the part of said Contractor, his agents or employees, or by or on account of any act or omission of said Contractor, his servants, agents or employees, in performance of this contract.

Douglas A Baker  
Signature

5/23/11  
Date

SFC CLERK RECORDED 05/17/2011

SFC CLERK RECORDED 08/17/2011

**BID FORM**  
**SANTA FE SOLID WASTE MANAGEMENT AGENCY**  
**BUCKMAN ROAD RECYCLING AND TRANSFER STATION**  
**CONTRACTING AGENCY AND OWNER**

NAME: D. A. Baker, LLC

ADDRESS: 1909 Ellison NE, Suite A, A/B, NM 87109  
Hereinafter called Bidder.

TO: Mr. Robert Rodarte  
Purchasing Director  
City of Santa Fe  
2651 Siringo Road, Building H  
Santa Fe, NM 87505

Hereinafter called Owner,

**BID FOR: BUCKMAN ROAD RECYCLING AND TRANSFER STATION**  
**HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY**

Santa Fe Solid Waste Management Agency: Bid No. '11/40/B

1. The Bidder has familiarized itself with the existing conditions on the Project area affecting the cost of the Work and with the Contract Documents which includes:
  - a. Advertisement for Bids
  - b. Instructions for Bidders
  - c. Bid Proposal
  - d. Bid Form
  - e. Supplemental Bid Forms
  - f. Construction Agreement
  - g. Performance Bond
  - h. Labor and Material Payment Bond
  - i. General and Supplemental Conditions
  - j. Technical Specifications
  - k. Construction Plans.

The Bidder hereby proposes to furnish all supervision, technical personnel, labor, materials, tools, appurtenances, equipment, and services (including all utility and transportation services) required to construct and complete the improvements, all in accordance with the above listed Documents.

2. Bidder agrees to perform all Work to construct the Household Hazardous Waste Collection Facility described in the Specifications and shown on the Construction Plans for the following lump sum prices provided in the Bid Schedule (Lump Sum) below.

Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

**BID SCHEDULE (LUMP SUM)**  
**BID No. '11/40/B**

BID ITEM	ITEM DESCRIPTION W/UNIT BID PRICE WRITTEN IN WORDS IN BLANK	UNIT	AMOUNT BID
1	Household Hazardous Waste Collection Facility and Related Site Work at <u>Six HUNDRED NINE THOUSAND</u> DOLLARS AND CENTS PER LUMP SUM	LS	609,000.00
2	Recyclables Drop-Off Area and Related Site Work at <u>ONE HUNDRED THREE THOUSAND FIVE HUNDRED</u> DOLLARS AND CENTS PER LUMP SUM	LS	103,500.00

SUBTOTAL - BASE BID AMOUNT FOR ITEMS 1-2: \$ 712,500.00  
 NEW MEXICO GROSS RECEIPTS TAX @ 8.1875% \$ 58,335.94  
 TOTAL - BASE BID PLUS NM GROSS RECEIPTS TAX \$ 770,835.94

**TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED**

In the event of unforeseen conditions, discrepancies, or changes to the facility, bidder agrees to perform all Work related to construct the Household Hazardous Waste Collection Facility that is not currently described in the Specifications or shown on the Construction Plans for the following unit prices provided in the Bid Schedule (Unit Prices) below.

Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

BID SCHEDULE (UNIT PRICES)

BID ITEM	ITEM DESCRIPTION W/UNIT BID PRICE WRITTEN IN WORDS IN BLANK	UNIT & QUANTITY	AMOUNT BID UNIT PRICE
3	Structural Concrete, including reinforcement, placement and finishing at <u>ONE THOUSAND THREE HUNDRED TWENTY NINE</u> DOLLARS AND CENTS PER CUBIC YARD	(1) CY	1329.00
4	Site Concrete including reinforcement, placement and finishing at <u>SIX HUNDRED THIRTY FIVE</u> DOLLARS AND CENTS PER CUBIC YARD	(1) CY	635.00
5	Asphalt Pavement at <u>ONE HUNDRED SEVENTY TWO</u> DOLLARS AND CENTS PER TON	(1) Ton	172.00
6	Base Course at <u>Forty Nine</u> DOLLARS AND CENTS PER CUBIC YARD	(1) CY	49.00
7	4" PVC Sanitary Sewer Line, including excavation and backfill, at <u>Forty Six</u> DOLLARS AND CENTS PER LINEAR FOOT	(1) LF	46.00
8	4" PVC Conduit, including excavation and backfill, at <u>Twenty Nine</u> DOLLARS AND CENTS PER LINEAR FOOT	(1) LF	29.00
9	Soil Excavation at <u>EIGHT</u> DOLLARS AND CENTS PER CUBIC YARD	(1) CY	8.00
10	Soil Fill at <u>SIXTY SEVEN</u> DOLLARS AND CENTS PER CUBIC YARD	(1) CY	16.00
11	New Chainlink Fence at <u>Sixty Four</u> DOLLARS AND CENTS PER LINEAR FOOT	(1) LF	64.00

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3. In submitting this bid, the Bidder understands that the right is reserved by the Owner to reject any irregular or all bids, waive any technicalities in the bids, and accept the bid deemed to be in the best interest of the Agency and that the Owner intends to award one contract (if at all) for the items bid. If written notice of the acceptance of this bid is mailed, telegraphed or otherwise delivered to the undersigned within sixty (60) days after the opening thereof or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver.
4. All Addenda pertaining to this project, shall be acknowledged by the Bidder in the spaces provided below (Indicate none if on Addenda have been issued):

Addendum		Acknowledged by Bidder or his Authorized Representative	Date Acknowledged
No.	Date		
1		Danfer A Baker	4/22/11
2		Danfer A Baker	4/22/11
3		Danfer A Baker	5/13/11
4		Danfer A Baker	5/13/11

Failure to acknowledge receipt, as provided above, may be considered sufficient grounds for disqualification of the Bidder and rejection of his bid. A record of all Addenda and copies of same will be available to all qualified bidders from SFSWMA, Caja Del Rio Landfill, 149 Wildlife Way, Santa Fe, NM, 87506, after 3:00 p.m., two (2) days prior to the letting. It shall be the Bidder's responsibility to become fully advised of all Addenda prior to submitting his bid.

5. The Bidder agrees to commence work under this Contract within ten (10) days after a date to be specified in a written Notice to Proceed (NTP) from the Owner or its authorized agents, and fully complete construction of the Household Hazardous Waste Collection Facility within one hundred fifty (150) calendar days. Bidder further agrees to substantially complete the Work or to pay liquidated damages as provided in the Contract Documents.

6. Security in the sum of five (5) percent of the amount bid in form of (check one):

Bid Bond       Certified Check

is attached hereto in accordance with the "Instructions for Bidders".

7. This Bid Form contains the following:

- A. Bid Proposal;
- B. Bid Form and Completed Bid Schedule - Name of Bidder and Bidder's New Mexico Contractor's License with a check for proper signatures;
- C. Acknowledgement for receipt of Addenda, if any;
- D. Bid Bond or Check for Bid Security;
- E. Subcontractor Listing Form;
- F. Non-Collusion Affidavit of Prime Bidder;
- G. Certification of Non-Segregated Facilities; and
- H. Certification of Bidder regarding Equal Employment Opportunity.

**TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED**

SFC CLERK RECORDED 08/17/2011

Respectfully Submitted:

Name of Bidder D. A. BAKER, LLC

By: *Douglas A Baker*  
(Signature)

Title: MANAGING MEMBER

Date: 5/23/11

Official Address: 4909 ELLISON NE, SUITE A  
ALBUQUERQUE, NM 87109

Telephone No.: 505 883-4900

New Mexico Contractor's License Number and Types: 82983 GB-98

United States Treasury Number: 85-0466586

New Mexico State Residence Preference Certification Number

if any: 69 C 74

SFC CLERK RECORDED 08/17/2011



**SUBCONTRACTOR LISTING FORM**

All Bidders shall comply with the requirements of the *Subcontractor's Fair Practices Act* (Sections 13-4-31 through 13-4-43, NMSA 1978). Also, a subcontractor that submits a bid valued at more than fifty thousand dollars (\$50,000) for this project is subject to the Public Works Minimum Wage Act (Section 13-4-10, NMSA 1978) and shall be registered with the Labor and Industrial Division of the New Mexico Department of Labor.

**SUBCONTRACTOR LISTING**

TRADE	NAME	ADDRESS	PHONE #	LICENSE #	NM DEPT OF LABOR REGISTRATION # (IF APPLICABLE)	SUBCONTRACTOR SIGNATURE BE OBTAINED AFTER THE OF CONTRACT
DIRT	RODGER	105 Cordas				
BC/ASPHALT	LEONAL	SIF			0112020051210	
GR RAIL	SAN BAR	RODGER'S FARM				
CONC. SITE	CRANER	AKB				
CONC STR	GC/CRANER	AKB				
STR STEEL	PERALTA	AKB				
MASONRY	OVERBAY	AKB				
ROOF	ETC HANTRIMENT	SF				
SH DOOR	ABC	SF				
PAINT	MORA	AKB				
PLUMB	HIGH DESERT	PERALTA			0123320060222	
FP	TAT	AKB				
ELECT	PUEBLO	SF				
FENCE	AMERICAN	AKB				
HVAC	CAL	AKB				

SFC CLERK RECORDED 08/17/2011

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

STATE OF NEW MEXICO

COUNTY OF BERNALILLO

Douglas A. Baker being first duly sworn, deposes and says that:

- (1) He is the MANAGING MEMBER of D. A. BAKER, LLC the Bidder that has submitted the attached Bid Proposal;
- (2) He is fully informed respecting the preparation and contents of the attached Bid Proposal and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Contracting Agency or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(SIGNED)

Douglas A Baker

TITLE

MANAGING MEMBER

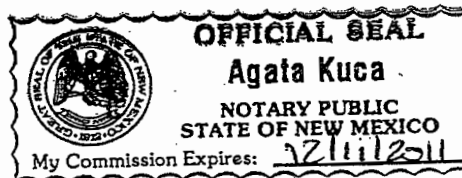
SUBSCRIBED AND SWORN to before me this 20th day of May 2011.

Agata Kuca

NOTARY PUBLIC

My Commission Expires

12/11/2011



SFC CLERK RECORDED 08/17/2011

**CERTIFICATION OF NON-SEGREGATED FACILITIES**

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

The construction Contractor certifies that 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 clock, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreating or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The construction Contractor agrees that (except where 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 provisions of the Equal Opportunity Clause and that he will retain such certifications in his files.

(SIGNED) Douglas A. Baker

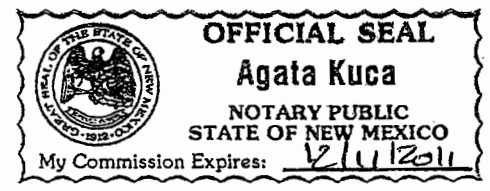
PRINT NAME DOUGLAS A BAKER

TITLE MANAGING MEMBER

SUBSCRIBED AND SWORN to before me this 20<sup>th</sup> day of May 2011

Agata Kuca  
NOTARY PUBLIC

My Commission Expires 12/11/2011



SEC CLERK RECORDED 05/17/2011

**CERTIFICATION OF BIDDER REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY  
INSTRUCTIONS**

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

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

**CERTIFICATION OF BIDDER**

Bidder's Name: D. A. BAKER

Address: 4909 ELLISON NE, SUITE A  
ALB, NM 87109

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.

DOUGLAS A BAKER, MANAGING MEMBER  
NAME AND TITLE OF SIGNER (PLEASE TYPE)

Douglas A Baker  
SIGNATURE

5/23/11  
DATE

**BID BOND**

A. KNOW ALL MEN BY THESE PRESENTS, THAT WE D.A. BAKER, LLC,  
hereinafter called the PRINCIPAL, and the  
GRANITE RE, INC.  
of Oklahoma City a Corporation duly organized under the laws  
of the State of Oklahoma, and, authorized to do business in the State of New  
Mexico, hereinafter called the SURETY, as SURETY are held and firmly bound unto the  
Santa Fe Solid Waste Management Agency, hereinafter called the OBLIGEE, in the sum  
of FIVE PERCENT (5%) OF THE ~~AMOUNT BID~~ 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 the accompanying bid, dated MAY 23,  
2011, (Bid No. 11/36/B) for the construction of the Santa Fe Solid Waste Management  
Agency, Buckman Road Recycling and Transfer Station, Household Hazardous Waste  
Collection Facility, 2600 Buckman Road, Santa Fe, NM 87057.

B. NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the  
Principal shall enter into a Contract with the Obligee in accordance with the terms of  
such bid, and give such bond 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.

C. SIGNED AND SEALED THIS 23RD DAY OF MAY, a.d. 2011.

D.A. BAKER, LLC  
BIDDER

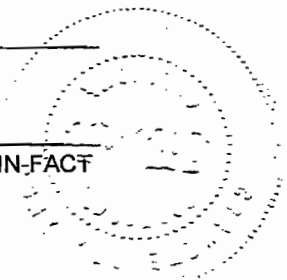
By: Dan A Baker (SEAL)  
PRINCIPAL

WITNESS

[Signature]  
WITNESS

By: GRANITE RE, INC.  
SURETY

[Signature]  
TITLE DEAN E. VIGIL, ATTORNEY-IN-FACT



SSC CLERK RECORDED 08/17/2011

SFC CLERK RECORDED 08/17/2011

**GRANITE RE, INC.**  
**GENERAL POWER OF ATTORNEY**

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

BARTLEY HOYT KINNEY III; DEAN E. VIGIL; CARL S. CONLEE III; DAVID D. GEBHARDT; ROBERT L. BROOKS; MICHAEL L. CHRESTMAN; SARAH J. HAMILTON; SALLY L. NELSON its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:


To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

BARTLEY HOYT KINNEY III; DEAN E. VIGIL; CARL S. CONLEE III; DAVID D. GEBHARDT; ROBERT L. BROOKS; MICHAEL L. CHRESTMAN; SARAH J. HAMILTON; SALLY L. NELSON may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 17<sup>th</sup> day of April, 2007.

STATE OF OKLAHOMA     )  
  ) SS:  
COUNTY OF OKLAHOMA )



  
Kenneth D. Whittington, President

  
Rodman A. Frates, Secretary/Treasurer

On this 17<sup>th</sup> day of April, 2007, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Rodman A. Frates, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Rodman A. Frates were respectively the President and the Secretary/Treasurer of the GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:  
May 9, 2012  
Commission #: 00005708



  
Notary Public

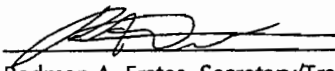
GRANITE RE, INC.  
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFY that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced, provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 23RD day of MAY, 20 11



  
Rodman A. Frates, Secretary/Treasurer

CLERK RECORDED 08/17/2011

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SFC CLERK RECORDED 08/17/2011



**BID PROPOSAL**  
**BID No. '11/40/B**  
**BUCKMAN ROAD RECYCLING AND TRANSFER STATION**  
**HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY**

CONTRACTOR NAME Lockwood Construction Company

ADDRESS 406 Botolph Lane, Suite 3, Santa Fe, NM 87505

To the Santa Fe Solid Waste Management Agency, State of New Mexico (Owner):

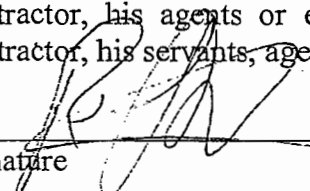
The undersigned proposes to furnish and deliver all the material and to do all the work and labor required in the construction of "Household Hazardous Waste Collection Facility" at the Buckman Road Recycling and Transfer Station in City of Santa Fe, State of New Mexico, according to the Construction Plans and Specifications at the prices named and shown on the Bid Form.

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

The undersigned hereby agrees to execute and deliver the Construction Agreement and required bonds within ten (10) days, or such further time as may be allowed in writing by the Owner after receiving notification of the acceptance of this bid, and it is hereby mutually understood and agreed that in case we do not, we forfeit the accompanying check or bid bond to the Owner as liquidated damages, and the said Owner may proceed to award the contract to others.

The undersigned hereby agrees to commence the work within ten (10) days, or such further time as may be allowed in writing by the after notification to proceed, and to complete the Work within one hundred and fifty (150) calendar days, as outlined in these Contract Documents.

The undersigned proposes to furnish Labor and Material Payment Bond and Performance Bond in the amount of one hundred (100%) percent of the Contract Amount each as surety conditioned for the full complete and faithful performance of this contract, and to indemnify and save harmless the Owner from any damage or loss of which the Owner may become liable by the default of said Contractor, or by reason of any neglect or carelessness on the part of said Contractor, his agents or employees, or by or on account of any act or omission of said Contractor, his servants, agents or employees, in performance of this contract.

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**BID FORM**  
**SANTA FE SOLID WASTE MANAGEMENT AGENCY**  
**BUCKMAN ROAD RECYCLING AND TRANSFER STATION**  
**CONTRACTING AGENCY AND OWNER**

NAME: Lockwood Construction Company

ADDRESS: 406 Botolph Lane, suite 3, Santa Fe, NM 87505  
Hereinafter called Bidder.

TO: Mr. Robert Rodarte  
Purchasing Director  
City of Santa Fe  
2651 Siringo Road, Building H  
Santa Fe, NM 87505

Hereinafter called Owner,

**BID FOR: BUCKMAN ROAD RECYCLING AND TRANSFER STATION**  
**HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY**

Santa Fe Solid Waste Management Agency: Bid No. '11/40/B

1. The Bidder has familiarized itself with the existing conditions on the Project area affecting the cost of the Work and with the Contract Documents which includes:
  - a. Advertisement for Bids
  - b. Instructions for Bidders
  - c. Bid Proposal
  - d. Bid Form
  - e. Supplemental Bid Forms
  - f. Construction Agreement
  - g. Performance Bond
  - h. Labor and Material Payment Bond
  - i. General and Supplemental Conditions
  - j. Technical Specifications
  - k. Construction Plans.

The Bidder hereby proposes to furnish all supervision, technical personnel, labor, materials, tools, appurtenances, equipment, and services (including all utility and transportation services) required to construct and complete the improvements, all in accordance with the above listed Documents.

2. Bidder agrees to perform all Work to construct the Household Hazardous Waste Collection Facility described in the Specifications and shown on the Construction Plans for the following lump sum prices provided in the Bid Schedule (Lump Sum) below.

Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

**BID SCHEDULE (LUMP SUM)**  
**BID No. '11/40/B**

BID ITEM	ITEM DESCRIPTION W/UNIT BID PRICE WRITTEN IN WORDS IN BLANK	UNIT	AMOUNT BID
1	Household Hazardous Waste Collection Facility and Related Site Work at <u>SIX HUNDRED TWENTY SIX</u> <u>THOUSAND AND ONE</u> DOLLARS AND CENTS PER LUMP SUM	LS	626,001
2	Recyclables Drop-Off Area and Related Site Work at <u>ONE HUNDRED ONE THOUSAND</u> <u>THREE HUNDRED TWENTY EIGHT</u> DOLLARS AND CENTS PER LUMP SUM	LS	101,328

SUBTOTAL - BASE BID AMOUNT FOR ITEMS 1-2: \$ 727,329  
 NEW MEXICO GROSS RECEIPTS TAX @ 8.1875% \$ 59,550  
 TOTAL - BASE BID PLUS NM GROSS RECEIPTS TAX \$ 786,879

**TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED**

In the event of unforeseen conditions, discrepancies, or changes to the facility, bidder agrees to perform all Work related to construct the Household Hazardous Waste Collection Facility that is not currently described in the Specifications or shown on the Construction Plans for the following unit prices provided in the Bid Schedule (Unit Prices) below.

Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

SFC CLERK RECORDED 08/17/2011

**BID SCHEDULE (UNIT PRICES)**

BID ITEM	ITEM DESCRIPTION W/UNIT BID PRICE WRITTEN IN WORDS IN BLANK	UNIT & QUANTITY	AMOUNT & UNIT PRICE
3	Structural Concrete, including reinforcement, placement and finishing at <u>FOUR HUNDRED EIGHTEEN</u> _____ DOLLARS AND CENTS PER CUBIC YARD	(1) CY	415 <sup>00</sup>
4	Site Concrete including reinforcement, placement and finishing at <u>THREE HUNDRED EIGHTY</u> _____ DOLLARS AND CENTS PER CUBIC YARD	(1) CY	398
5	Asphalt Pavement at <u>ONE HUNDRED TEN</u> _____ DOLLARS AND CENTS PER TON	(1) Ton	110 <sup>00</sup>
6	Base Course at <u>TWENTY FIVE</u> _____ DOLLARS AND CENTS PER CUBIC YARD	(1) CY	25 <sup>00</sup>
7	4" PVC Sanitary Sewer Line, including excavation and backfill, at <u>THIRTY EIGHT</u> _____ DOLLARS AND CENTS PER LINEAR FOOT	(1) LF	38 <sup>00</sup>
8	4" PVC Conduit, including excavation and backfill, at <u>THIRTY EIGHT</u> _____ DOLLARS AND CENTS PER LINEAR FOOT	(1) LF	38
9	Soil Excavation at <u>FIVE</u> _____ DOLLARS AND CENTS PER CUBIC YARD	(1) CY	5.00
10	Soil Fill at <u>FIVE</u> _____ DOLLARS AND CENTS PER CUBIC YARD	(1) CY	5.00
11	New Chainlink Fence at <u>THIRTY FIVE</u> _____ DOLLARS AND CENTS PER LINEAR FOOT	(1) LF	35

SEE CLERK & RECORDED 08/17/2011

3. In submitting this bid, the Bidder understands that the right is reserved by the Owner to reject any irregular or all bids, waive any technicalities in the bids, and accept the bid deemed to be in the best interest of the Agency and that the Owner intends to award one contract (if at all) for the items bid. If written notice of the acceptance of this bid is mailed, telegraphed or otherwise delivered to the undersigned within sixty (60) days after the opening thereof or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver.
4. All Addenda pertaining to this project, shall be acknowledged by the Bidder in the spaces provided below (Indicate none if on Addenda have been issued):

Addendum		Acknowledged by Bidder or his Authorized Representative	Date Acknowledged
No.	Date		
			5/23/11 <i>[Signature]</i>
1.	4/22/11	<i>[Signature]</i>	5/23/11 <i>[Signature]</i>
2.	4/22/11	<i>[Signature]</i>	5/23/11 <i>[Signature]</i>
3.	5/13/11	<i>[Signature]</i>	5/23/11 <i>[Signature]</i>
4.	5/13/11	<i>[Signature]</i>	5/23/11 <i>[Signature]</i>

Failure to acknowledge receipt, as provided above, may be considered sufficient grounds for disqualification of the Bidder and rejection of his bid. A record of all Addenda and copies of same will be available to all qualified bidders from SFSWMA, Caja Del Rio Landfill, 149 Wildlife Way, Santa Fe, NM, 87506, after 3:00 p.m., two (2) days prior to the letting. It shall be the Bidder's responsibility to become fully advised of all Addenda prior to submitting his bid.

5. The Bidder agrees to commence work under this Contract within ten (10) days after a date to be specified in a written Notice to Proceed (NTP) from the Owner or its authorized agents, and fully complete construction of the Household Hazardous Waste Collection Facility within one hundred fifty (150) calendar days. Bidder further agrees to substantially complete the Work or to pay liquidated damages as provided in the Contract Documents.

6. Security in the sum of five (5) percent of the amount bid in form of (check one):

Bid Bond  Certified Check

is attached hereto in accordance with the "Instructions for Bidders".

SFC CLERK RECORDED 08/17/2011

7. This Bid Form contains the following:

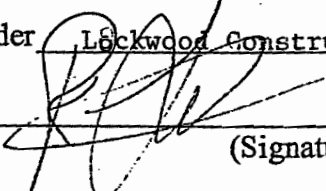
- A. Bid Proposal;
- B. Bid Form and Completed Bid Schedule - Name of Bidder and Bidder's New Mexico Contractor's License with a check for proper signatures;
- C. Acknowledgement for receipt of Addenda, if any; \*
- D. Bid Bond or Check for Bid Security;
- E. Subcontractor Listing Form;
- F. Non-Collusion Affidavit of Prime Bidder;
- G. Certification of Non-Segregated Facilities; and
- H. Certification of Bidder regarding Equal Employment Opportunity.

**TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED**

SFC CLERK RECORDED 08/17/2011

Respectfully Submitted:

Name of Bidder Lockwood Construction Company

By:   
(Signature)

Title: President

Date: 05/23/11

Official Address: 406 Botolph Lane, Suite 3 Santa Fe, NM 87505

Telephone No.: 505-982-1861

New Mexico Contractor's License Number and Types: 032538

United States Treasury Number: #85-0391376

New Mexico State Residence Preference Certification Number

if any: 37C88

Public Works Registration #0011820060701

SEC CLERK RECORDED 05/11/2011





THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Bart H. Kinney, III; Robert L. Brooks; Dean E. Vigil; Michael L. Chrestman; Carl S. Conlee; Sarah J. Hamilton; David D. Gebhardt and/or Sally L. Nelson

of Albuquerque, New Mexico its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Ten Million and No/100 Dollars (\$10,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 1st day of April, 2007.



THE CINCINNATI INSURANCE COMPANY

Thomas H. Kelly
Vice President

STATE OF OHIO ) ss:
COUNTY OF BUTLER )

On this 1st day of April, 2007, before me came the above-named Senior Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 23RD day of MAY 2011



Gregory J. Schlemmer
Secretary

SFC CLERK RECORDED 08/17/2011

**SUPPLEMENTAL BID FORMS**

<u>INDEX</u>	<u>PAGE</u>
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Non-Collusion Affidavit of Prime Bidder .....	6-4
Certification of Non-Segregated Facilities .....	6-5
Certification of Bidder Regarding Equal Employment Opportunity.....	6-6

SFC CLERK RECORDED

**SUBCONTRACTOR LISTING FORM**

All Bidders shall comply with the requirements of the *Subcontractor's Fair Practices Act* (Sections 13-4-31 through 13-4-43, NMSA 1978). Also, a subcontractor that submits a bid valued at more than fifty thousand dollars (\$50,000) for this project is subject to the Public Works Minimum Wage Act (Section 13-4-10, NMSA 1978) and shall be registered with the Labor and Industrial Division of the New Mexico Department of Labor.

**SUBCONTRACTOR LISTING**

TRADE	NAME	ADDRESS	PHONE#	LICENSE#	NM DEPT OF LABOR REGISTRATION # (IF APPLICABLE)	SUBCONTRACTOR SIGNATURE BE OBTAINED AFTER THE OF CONTRACT
Concrete	Chavez Concrete	Albuquerque, NM			0111472009082	
Masonry	<del>Moneron Marble</del> MIRANDA MARBLE	Masonry Los Lunas			Below Threshold	
Roofing	<del>Enchanted</del> ENCHANTMENT	Roofing Santa Fe			Below Threshold	
Overhead Doors	Preferred Door Company	Albuquerque			Below Threshold	
Alum. Entrance Glazing	S.W. Glass	Albuquerque			Below Threshold	
Framing & Drywall	Northern Constructors Inc.	Albq.			Below Threshold	
Accoustical Ceilings	Northern Constructors for	Albq.			Below Threshold	
Flooring	Dominguez Carpet One	Santa Fe			Below Threshold	
Paint	Ultra Painting	Albuquerque			Below Threshold	

SEC CLERK RECORDED 05/17/2011

**SUBCONTRACTOR LISTING FORM**

All Bidders shall comply with the requirements of the *Subcontractor's Fair Practices Act* (Sections 13-4-31 through 13-4-43, NMSA 1978). Also, a subcontractor that submits a bid valued at more than fifty thousand dollars (\$50,000) for this project is subject to the Public Works Minimum Wage Act (Section 13-4-10, NMSA 1978) and shall be registered with the Labor and Industrial Division of the New Mexico Department of Labor.

**SUBCONTRACTOR LISTING**

TRADE	NAME	ADDRESS	PHONE #	LICENSE #	NM DEPT OF LABOR REGISTRATION # (IF APPLIABLE)	SUBCONTRACTOR SIGNATURE BE OBTAINED AFTER THE OF CONTRACT
Metal Lockers	G/C					
Fire Protection	NO BIDS RECEIVED				Below Threshold	
Plumbing	High Desert Plumbing	Peralta			0123320060222	
Electrical	PUEBLO ELECTRIC		LOS ALAMOS NM.		Below Threshold	
Earthworks Asphalt Paving	Custom Grading	Albuquerque			0037320050601	
Chain Link Fence	G/C					
Utilities	High Desert Plumbing Inc.	Peralta, NM			0123320060222	
Misc. Steel	G/C					

SFC CLERK RECORDED 08/17/2011



**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

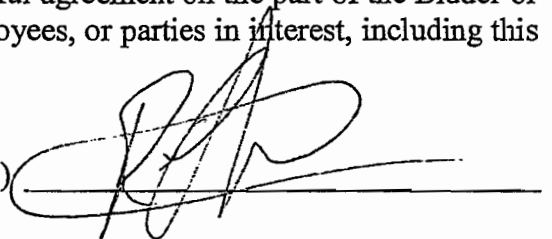
STATE OF NEW MEXICO

COUNTY OF Santa Fe

Robert E. Lockwood being first duly sworn, deposes and says that:

- (1) He is the President of the Bidder that has submitted the attached Bid Proposal;
- (2) He is fully informed respecting the preparation and contents of the attached Bid Proposal and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Contracting Agency or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

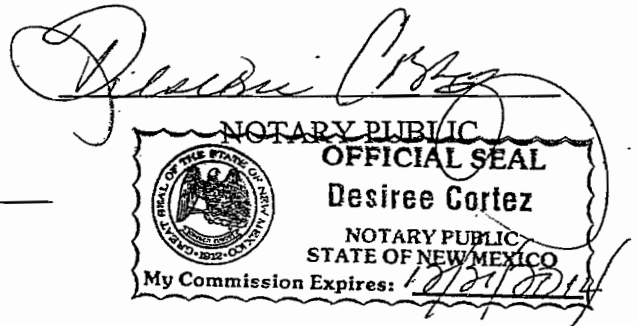
(SIGNED)



TITLE Robert E. Lockwood

SUBSCRIBED AND SWORN to before me this 23rd day of May 2011.

My Commission Expires 12/31/2014



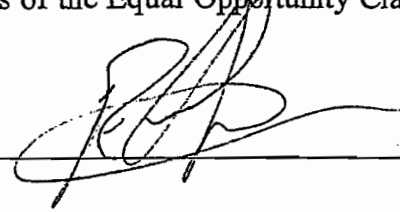
SFC CLERK RECORDED 05/17/2011

**CERTIFICATION OF NON-SEGREGATED FACILITIES**

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

The construction Contractor certifies that 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 clock, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreating or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The construction Contractor agrees that (except where 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 provisions of the Equal Opportunity Clause and that he will retain such certifications in his files.

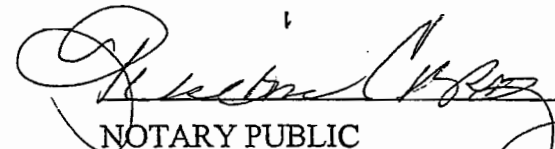
(SIGNED) \_\_\_\_\_



PRINT NAME Robert E. Lockwood

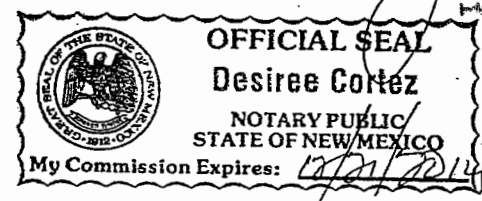
TITLE President

SUBSCRIBED AND SWORN to before me this 23rd day of May 2011



NOTARY PUBLIC

My Commission Expires 12/21/2012



REC CLERK RECORDED 05/17/11

**CERTIFICATION OF BIDDER REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY  
INSTRUCTIONS**

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

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

**CERTIFICATION OF BIDDER**

Bidder's Name: Lockwood Construction Company

Address: 406 Botolph Lane, Suite 3, Santa Fe, NM 87505

Santa Fe, NM 87505

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.

Robert E. Lockwood

NAME AND TITLE OF SIGNER (PLEASE TYPE)

  
SIGNATURE

05/23/11  
DATE



# MEMORANDUM

**To:** SFSWMA Joint Powers Board Members  
**From:** Randall Kippenbrock, P.E., Executive Director RKS  
**Date:** June 9, 2011  
**Subject:** Request for Approval of Amendment No. 4 to Professional Service Agreement with Associated Security Industries of Santa Fe, NM, for Security Services for the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station in the Amount of \$92,941.97.

## BACKGROUND:

On June 30, 2008, the Board approved the Professional Services Agreement (PSA) with Associated Security Industries of Santa Fe, NM, in the amount of \$89,366.40 to provide security services for the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station (RFP # 08/35/P). In general, the scope of services in the Agreement consists of on-site security from 4:30 p.m. to 3:30 a.m. at the Caja del Rio Landfill, on-site security from 5:00 p.m. to 6:00 p.m. at Buckman Road Recycling and Transfer Station (BuRRT), and three patrols nightly at BuRRT.

On June 4, 2009, the Executive Director approved Amendment No. 1 to increase the amount of compensation by a total of \$5,400.00 for a total not-to-exceed amount of \$94,766.40 to complete the compensation requirement for Fiscal Year 2009.

On June 18, 2009, the Board approved Amendment No. 2 to increase the amount of compensation by a total of \$89,366.40 for a total not-to-exceed amount of \$184,132.80. The amendment also extended the Agreement to June 30, 2010.

On June 17, 2010, the Board approved Amendment No. 3 to increase the amount of compensation by a total of \$92,941.97 for a total not-to-exceed amount of \$277,074.77. The amendment changed the hours at BuRRT during the end-of-shift closings from 4:30 p.m. to 6:00 p.m. The amendment also extended the Agreement to June 30, 2011.

Amendment No. 4 will increase the amount of compensation by a total of \$92,941.97 for a total not-to-exceed amount of \$370,016.74. The amendment will also extend the Agreement to June 30, 2012. As per Article 5 of the Agreement, the Agreement can be extended for additional time upon the approval by the Board for each extension and renewal not to exceed four years.

Funding is available in line item 52501.510300 - Professional Contracts in Fiscal Year 2012.

**ACTION REQUESTED:**

Staff requests that the Joint Powers Board approve Amendment No. 4 of the Professional Service Agreement with Associated Security Industries for security services for the Caja del Rio Landfill and BuRRT in the amount of \$92,941.97.

Attachments: Professional Services Agreement - Amendment No. 4  
Professional Services Agreement - Amendment No. 3  
Professional Services Agreement - Amendment No. 2  
Professional Services Agreement - Amendment No. 1  
Professional Services Agreement

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SFC CLERK RECORDED 08/17/2011

**ATTACHMENT**

Professional Services Agreement - Amendment No. 4

SFC CLERK RECORDED 08/17/2011

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
AMENDMENT No. 4  
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT No. 4 (the "Amendment") to the SANTA FE SOLID WASTE MANAGEMENT AGENCY PROFESSIONAL SERVICES AGREEMENT, dated June 30, 2008 (the "Agreement"), between the Santa Fe Solid Waste Management Agency (the "Agency") and Associated Security Industries, Santa Fe, NM (the "Contractor"). The date of this Amendment shall be the date when it is executed by the Agency.

**RECITALS**

Under the terms of the Agreement, the Contractor has agreed to provide security services to the Agency at the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station.

Pursuant to Article 18, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and the Contractor agree as follows:

1. COMPENSATION

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of Ninety-Two Thousand Nine Hundred Forty-One Dollars and Ninety-Seven Cents (\$92,941.97) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to the Contractor in full payment for services rendered, a sum not to exceed Three Hundred Seventy Thousand Sixteen Dollars and Seventy-Four Cents (\$370,016.74), including applicable gross receipts taxes.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$89,366.40
AMENDMENT NO. 1	\$5,400.00
AMENDMENT NO. 2	\$89,366.40
AMENDMENT NO. 3	\$92,941.97
AMENDMENT NO. 4	\$92,941.97
CONTRACT TO DATE	\$370,016.74

B. Payment shall be made upon receipt and approval by the Agency of reasonably detailed invoices / statements describing the services performed. Invoices / statements shall be rendered not more than once each month. Compensation shall be paid only for services actually performed.

2. TERM AND EFFECTIVE DATE

Article 5, Terms and Effective Date of the Agreement is amended to define the term of the Agreement, so that Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and shall terminate on June 30, 2012, unless terminated sooner pursuant to Article 6 below.

B. Pursuant to the limitations on multi-term contracts for professional services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and the Contractor and approved by the Joint Powers Board.

3. AGREEMENT IN FULL FORCE

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 4 to the Santa Fe Solid Waste Management Agency Professional Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE  
MANAGEMENT AGENCY:

\_\_\_\_\_  
Rosemary Romero  
Chairperson

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

ATTEST:

\_\_\_\_\_  
Yolanda Y. Vigil  
Santa Fe City Clerk

ASSOCIATED SECURITY INDUSTRIES:

\_\_\_\_\_  
Micah Johnson  
General Manager

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Justin W. Miller  
Agency Attorney

**ATTACHMENT**

Professional Services Agreement - Amendment No. 3

SFC CLERK RECORDED 08/17/2011

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
AMENDMENT No. 3  
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT No. 3 (the "Amendment") to the SANTA FE SOLID WASTE MANAGEMENT AGENCY PROFESSIONAL SERVICES AGREEMENT, dated June 30, 2008 (the "Agreement"), between the Santa Fe Solid Waste Management Agency (the "Agency") and Associated Security Industries, Santa Fe, NM (the "Contractor"). The date of this Amendment shall be the date when it is executed by the Agency.

**RECITALS**

Under the terms of the Agreement, the Contractor has agreed to provide security services to the Agency at the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station.

Pursuant to Article 18, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and the Contractor agree as follows:

1. COMPENSATION

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of Ninety-Two Thousand Nine Hundred Forty-One Dollars and Ninety-Seven Cents (\$92,941.97) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to the Contractor in full payment for services rendered, a sum not to exceed Two Hundred Seventy-Seven Thousand Seventy-Four Dollars and Seventy-Seven Cents (\$277,074.77), including applicable gross receipts taxes.



DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$89,366.40
AMENDMENT NO. 1	\$5,400.00
AMENDMENT NO. 2	\$89,366.40
AMENDMENT NO. 3	\$92,941.97
CONTRACT TO DATE	\$277,074.77

B. Payment shall be made upon receipt and approval by the Agency of reasonably detailed invoices / statements describing the services performed. Invoices / statements shall be rendered not more than once each month. Compensation shall be paid only for services actually performed.

2. TERM AND EFFECTIVE DATE

Article 5, Terms and Effective Date of the Agreement is amended to define the term of the Agreement, so that Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and shall terminate on June 30, 2011, unless terminated sooner pursuant to Article 6 below.

B. Pursuant to the limitations on multi-term contracts for professional services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and the Contractor and approved by the Joint Powers Board.

3. HOURS OF OPERATION

Article 1, Scope of Services of the Agreement is amended to change the hours during which the Contractor will provide services at BuRRT so that Article 1 paragraph I reads in its entirety:

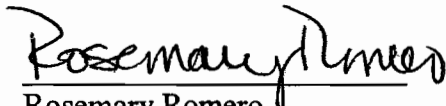
I. The Contractor shall provide security at BuRRT during the end-of-shift closings from 4:30 p.m. to 6:00 p.m.

4. AGREEMENT IN FULL FORCE

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

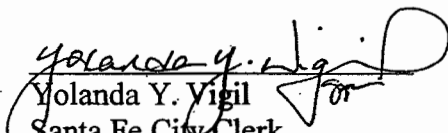
IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 3 to the Santa Fe Solid Waste Management Agency Professional Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE  
MANAGEMENT AGENCY:

  
Rosemary Romero  
Chairperson

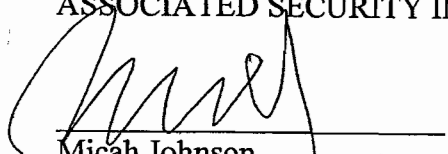
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Date:

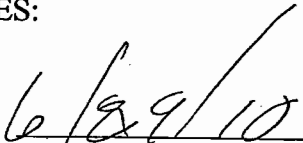
ATTEST:

  
Yolanda Y. Vigil  
Santa Fe City Clerk


SFC CLERK RECORDED 08/17/2011

ASSOCIATED SECURITY INDUSTRIES:

  
\_\_\_\_\_  
Micah Johnson  
General Manager

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
for Mark T. Baker  
Agency Attorney

SFC CLERK RECORDED 08/17/2011

**ATTACHMENT**

Professional Services Agreement - Amendment No. 2

SFC CLERK RECORDED 08/17/2011

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
AMENDMENT No. 2  
PROFESSIONAL SERVICES AGREEMENT  
(Security Services)**

This AMENDMENT No. 2 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated June 30, 2008 (the "Agreement"), and amended on June 4, 2009, is made and entered between the Santa Fe Solid Waste Management Agency (the "Agency") and Associated Security Industries (the "Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

**RECITALS**

Under the terms of the Agreement, the Contractor has agreed to provide security services to the Agency.

Pursuant to Article 18, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and the Contractor agree as follows:

**1. COMPENSATION**

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of Eighty-Nine Thousand Three Hundred Sixty-Six Dollars and Forty Cents (\$89,366.40) so that Article 3 reads in its entirety as follows:

- A. The Agency shall pay to the Contractor in full payment for services rendered, a sum not to exceed One Hundred Eight-Four Thousand One Hundred Thirty-Two Dollars and Eighty Cents (\$184,132.80), including applicable gross receipts taxes.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$89,366.40
AMENDMENT NO. 1	\$5,400.00
AMENDMENT NO. 2	\$89,366.40
CONTRACT TO DATE	\$184,132.80

B. Payment shall be made upon receipt and approval by the Agency of reasonably detailed invoices/statements describing the services performed. Invoices/statements shall be rendered not more than once each month. Compensation shall be paid only for services actually performed.

**2. TERM AND EFFECTIVE DATE**

Article 5, Terms and Effective Date of the Agreement is amended to define the term of the Agreement, so that Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and shall terminate on June 30, 2010, unless terminated sooner pursuant to Article 6 below.

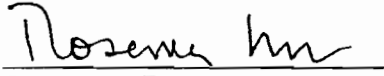
B. Pursuant to the limitations on multi-term contracts for professional services codified in NMSA 1978, § 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and the Contractor and approved by the Joint Powers Board.

**3. AGREEMENT IN FULL FORCE**

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

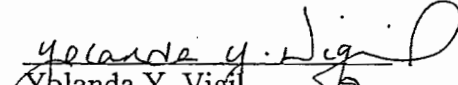
IN WITNESS WHEREOF, the parties have executed this AMENDMENT No.2 to the Santa Fe Solid Waste Management Agency Professional Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE  
MANAGEMENT AGENCY:

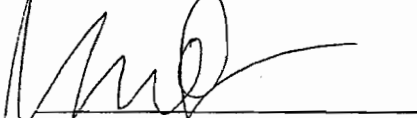
  
\_\_\_\_\_  
Rosemary Romero  
Chairperson

6/18/09  
Date:

ATTEST:


  
\_\_\_\_\_  
Yolanda Y. Vigil  
Santa Fe City Clerk

ASSOCIATED SECURITY INDUSTRIES:

  
\_\_\_\_\_  
Micah Johnson  
General Manager

6/24/09  
Date:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Mark T. Baker  
Agency Attorney

SFC CLERK RECORDED 08/17/2011

**ATTACHMENT**

Professional Services Agreement - Amendment No. 1

SFC CLERK RECORDED 08/17/2011



**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
AMENDMENT No. 1  
PROFESSIONAL SERVICES AGREEMENT  
(Security Services)**

This AMENDMENT No. 1 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated June 30, 2008 (the "Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency (the "Agency") and Associated Security Industries (the "Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

**RECITALS**

Under the terms of the Agreement, the Contractor has agreed to provide security services to the Agency.

Pursuant to Article 18, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and the Contractor agree as follows:

1. **COMPENSATION**

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of Five Thousand Four Hundred Dollars and No Cents (\$5,400.00) so that Article 3 reads in its entirety as follows:

- A. The Agency shall pay to the Contractor in full payment for services rendered, a sum not to exceed Ninety-Four Thousand Seven Hundred Sixty-Six Dollars and Forty Cents (\$94,766.40), including applicable gross receipts taxes.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$89,366.40
AMENDMENT NO. 1	\$5,400.00
CONTRACT TO DATE	\$94,766.40

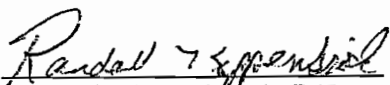
B. Payment shall be made upon receipt and approval by the Agency of reasonably detailed invoices/statements describing the services performed. Invoices/statements shall be rendered not more than once each month. Compensation shall be paid only for services actually performed.

**2. AGREEMENT IN FULL FORCE**

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

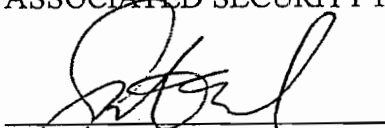
IN WITNESS WHEREOF, the parties have executed this AMENDMENT No.1 to the Santa Fe Solid Waste Management Agency Professional Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE  
MANAGEMENT AGENCY:

  
Randall Kippenbrock, P.E.  
Executive Director

6-4-09  
Date:

ASSOCIATED SECURITY INDUSTRIES:

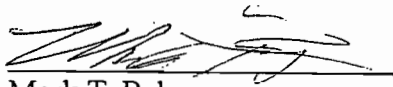
  
Micaiah Johnson  
General Manager

6/5/09  
Date:

SPS FOR MICAH JOHNSON Page 2 of 3

SPS CLERK RECORDED 08/17/2011

APPROVED AS TO FORM:



Mark T. Baker  
Agency Attorney

SFC CLERK RECORDED 08/17/2011

**ATTACHMENT**

Professional Services Agreement

SFC CLERK RECORDED 08/17/2011

SANTA FE SOLID WASTE MANAGEMENT AGENCY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("the Agency") and Associated Security Industries, Santa Fe, NM ("the Contractor") for SECURITY SERVICES AT THE CAJA DEL RIO LANDFILL AND BUCKMAN ROAD RECYCLING AND TRANSFER STATION (RFP # '08/35/P) as described below. The Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF SERVICES

Contractor shall provide the following scope of services for the Agency:

- A. The Contractor shall have, at a minimum, one consistent security guard with a four-wheel-drive patrol vehicle. The vehicle must be equipped with a spot light and have an emblem designating the Contractor.
- B. The Contractor must immediately notify the fire department, sheriff's department, and the Executive Director and appropriate managers of the Caja del Rio Landfill ("Landfill") and/or Buckman Road Recycling and Transfer Station ("BuRRT") of any emergency.
- C. The Contractor shall follow security industry standards in performing the work covered by this Agreement and shall provide written reports to the Agency on all activity the Contractor observes in the course of performing that work.
- D. The hours of security services (the "Shift") will be from 4:30 p.m. to 3:30 a.m. Monday through Sunday at the Landfill. These hours are subject to change

SFC CLERK RECORDED 08/17/2011

upon seven (7) days notice to the Contractor, and proposed changes shall be subject to negotiation between the parties. Emergency situations may require shorter notice of a change in the Shift.

E. At the beginning of the Shift, the Contractor shall be stationed at the front gate of the Landfill to deter any incoming cash-paying hauler after 4:30 p.m. The Contractor shall be stationed at the front gate until a majority of the Landfill personnel leave the facility at or about 6:00 p.m.

F. After the Landfill employees leave the facility, the Contractor shall make periodic checks of the administration offices, scale house, maintenance building and other areas of the Landfill to ensure that they are locked and secured.

G. The Contractor shall perform a minimum of three (3) perimeter checks of the landfill throughout the night between 7:00 p.m. and 3:30 a.m. A perimeter check includes both the perimeter dirt road and access roads.

H. The Contractor is required to turn off any heavy equipment that is left running if all the landfill employees have left the facility.

I. The Contractor shall provide security at BuRRT during the end-of-shift closings from 5:00 p.m. to 6:00 p.m.

J. The Contractor shall patrol BuRRT three (3) times throughout the night at different times randomly.

K. The Contractor shall provide location reads for each patrol at BuRRT.

L. The Contractor shall have answering service 24 hours a day. The Contractor shall respond to all telephone inquiries in a timely manner and immediately in the event of an urgent matter requiring attention.

- M. The Contractor shall provide investigative services if and when required.
- N. The Contractor shall supply professional uniforms for the employees it assigns to perform the work covered by this Agreement.
- O. The Contractor shall not allow any person who has been convicted of a felony or crime of moral turpitude to perform work for the Agency.
- P. At no time shall the Contractor or its employees accept compensation of any kind from patrons of the Landfill or BuRRT.
- Q. The Contractor shall only allow people to perform work for the Agency who:
1. Are licensed and in compliance with the Private Investigations Act, NMSA 1978, § 61-27B-1 et seq.
  2. Are registered, and in good standing with the New Mexico Bureau of Private Investigators.
  3. Are trained in standard security industry practices and have excellent work history.
  4. Have a minimum of six (6) months experience in police or security service.
  5. Are able to read and write English clearly.
  6. Can be relied upon to articulate themselves clearly and coherently in an emergency situation.
  7. Possess the ability to pass an annual physical fitness examination including, but not limited to, drug and alcohol testing by a licensed physician.

8. Possess CPR and First Aid certifications as set forth by the American Red Cross or equivalent association.

9. Possess a valid New Mexico driver's license.

R. The Contractor shall not assign, reassign, promote, transfer or terminate an employee that has performed work for the Agency without providing the Agency with notice 48 hours in advance.

2. STANDARDS OF PERFORMANCE; LICENSES

A. Contractor represents that it possesses the experience and knowledge necessary to perform the services described in this Agreement.

B. Contractor agrees to obtain and maintain throughout the term of this Agreement all applicable professional and business licenses required by law for itself, and its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The Agency shall pay to Contractor a sum not to exceed Eighty-Nine Thousand Three Hundred Sixty-Six Dollars and Forty Cents (\$89,366.40) including applicable New Mexico gross receipts tax.

B. Contractor shall be responsible for the payment of the gross receipts tax amount to the State of New Mexico.

C. Payment shall be made upon receipt and approval by the Agency of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed in accordance with the fee schedule set forth in the Scope of Work hereto attached in Exhibit A.



4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations to and authorization from the Joint Powers Board for the Agency for the performance of this Agreement. If sufficient appropriations are not made or authorization provided, this Agreement shall terminate upon written notice from the Agency to Contractor. The Agency shall be responsible for charges incurred up to the date of notification under this Section per Section 6 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on June 30, 2009, unless it is terminated sooner pursuant to Article 6 below.

B. Pursuant to the limitations on multi-term contracts for professional services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and the Contractor and approved by the Joint Powers Board.

6. TERMINATION

The Agency may terminate this Agreement upon ten (10) days written notice to Contractor. If the Agency terminates the Agreement:

- 1) Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the Agency original copies of all

work product, research, or papers prepared for the services covered by this Agreement.

2) If compensation is not based upon hourly rates for services rendered, the Agency shall pay Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination for which compensation has not already been paid.

3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. Contractor, its agents, and its employees are independent contractors performing professional services for the Agency and are not employees of the Agency.

B. Contractor, its agents, and its employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the Agency, and shall not be permitted to use Agency vehicles in the performance of this Agreement.

C. Contractor shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or subcontractors Contractor retains to perform any of its obligations pursuant to this Agreement.

SEC CLERK RECORDED 08/17/2011

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with its performance of its obligations pursuant to this Agreement. Contractor further agrees that it shall not employ or contract with anyone in the performance of this Agreement that has any such conflict of interest.

10. ASSIGNMENT; SUBCONTRACTING

Contractor shall not assign or transfer any rights, privileges, obligations or other interests under this Agreement, including any claims for money due, without the Agency's prior written consent. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the Agency's prior written approval.

11. RELEASE

Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the Agency, its officers, and its employees from all liabilities, claims, and obligations whatsoever arising from or under this Agreement. Contractor agrees not to purport to bind the Agency to any obligation not assumed herein by the Agency unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

SFC CLERK RECORDED 08/17/2011

12. INSURANCE

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement comprehensive general liability insurance of \$1,000,000 for each occurrence and \$2,000,000 in general aggregate coverage for bodily injury and property damage liability, in a form and with an insurance company acceptable to the Agency. The Agency shall be named as an additional insured under the insurance policy, and the policy shall provide that the Agency will be notified no less than 30 days before the policy is cancelled for any reason. Contractor has furnished the Agency with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this section as a condition of entering into this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance in accordance with New Mexico law to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the Agency with evidence demonstrating that appropriate Workers' Compensation insurance has been obtained.

13. INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend the Agency from all losses, damages, claims or judgments, including payment of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action, or demand whatsoever arising from the negligent acts, errors, or omissions, or willful and reckless disregard of obligations under this Agreement, in the performance of any services covered by this Agreement, whether occurring on Agency managed or owned property or otherwise, by Contractor or

its employees, agents, representatives, or subcontractors, excepting only such liability that arises out of the Agency's negligence.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the Agency in connection with this Agreement is subject to the immunities and limitations set forth in the New Mexico Tort Claims Act, NMSA 1978 §§ 41-4-1 to 41-4-27. The Agency and its "public employees" as defined in the New Mexico Tort Claims Act do not waive sovereign immunity, any available defense, or any limitation of liability recognized by law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title, or interest in, or for the benefit of, any person other than the Agency and Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary.

16. RECORDS AND AUDIT

Contractor shall maintain throughout the term of this Agreement and for a period of three years thereafter detailed records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Agency, the City of Santa Fe Finance Department, and the State Auditor. The Agency shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

SFC CLERK RECORDED 08/17/2011

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the Agency. In any action, suit, or legal dispute arising from this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed, or modified except by an amendment in writing executed by the parties.

19. SCOPE OF AGREEMENT

This Agreement expresses the entire agreement and understanding between the parties with respect to the services set forth in the Scope of Work. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the services Contractor undertakes pursuant to this Agreement on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

If one or more of the provisions of this Agreement or any application thereof is found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Agreement and any other application thereof shall not in any way be affected or impaired.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

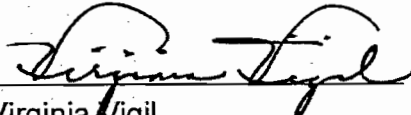
AGENCY: Mr. Randall Kippenbrock, P.E.  
Executive Director  
Santa Fe Solid Waste Management Agency  
149 Wildlife Way  
Santa Fe, NM 87506

CONTRACTOR: Mr. Micah Johnson  
General Manager  
Associated Security Industries  
1221 St. Francis Drive, Suite B  
Santa Fe, NM 87505

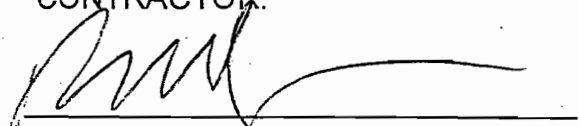
SFC CLERK RECORDED 08/17/2011

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

AGENCY:

  
Virginia Vigil  
Chairperson

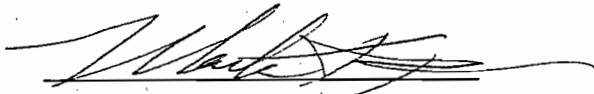
CONTRACTOR:

  
Micah Johnson  
Associated Security Industries

DATE: 6-30-08

DATE: 7/1/08

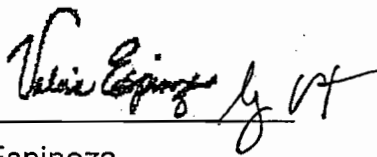
APPROVED AS TO FORM:

  
Mark T. Baker  
Agency Attorney

NM Taxation & Revenue CRS No.  
02-938893-00-9

City of Santa Fe Business  
Registration No. 08-00066524


ATEST:

  
Valerie Espinoza  
County Clerk

SFC CLERK RECORDED 08/17/2011



# MEMORANDUM

**To:** SFSWMA Joint Powers Board Members  
**From:** Randall Kippenbrock, P.E., Executive Director   
**Date:** June 9, 2011  
**Subject:** Request for Approval of Amendment No. 3 to Professional Service Agreement with Bluewater Environmental Consulting, LLC of Santa Fe, NM, for Environmental Services for the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station in the Amount of \$46,304.25.

## BACKGROUND:

On June 30, 2008, the Board approved the Professional Services Agreement (Agreement) with Bluewater Environmental Consulting, LLC of Santa Fe, NM, in the amount of \$48,782.35 to provide environmental services for the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station (RFP # 08/38/P).

In general, the environmental services in the Agreement consist of the following: a) quarterly methane monitoring and reporting; b) quarterly and semi-annual groundwater discharge monitoring and reporting; c) semi-annual tank inspections; d) annual lagoon sampling; e) annual groundwater detection monitoring and reporting; f) leachate sampling and reporting; g) quarterly shop and operations inspections; h) annual NMED reporting; and i) consulting services.

On June 18, 2009, the Board approved Amendment No. 1 to the Agreement to increase the amount of compensation by a total of \$49,942.68 for a total not-to-exceed amount of \$98,725.03. The amendment also extended the Agreement to June 30, 2010 to cover for environmental and consulting services for Fiscal Year 2010.

On June 17, 2010, the Board approved Amendment No. 2 to the Agreement to increase the amount of compensation by a total of \$42,684.69 for a total not-to-exceed amount of \$141,409.72. The amendment also extended the Agreement to June 30, 2011 to cover for environmental and consulting services for Fiscal Year 2011.

Amendment No. 3 will increase the amount of compensation by a total of \$46,304.25 for a total not-to-exceed amount of \$187,713.97. The amendment will also extend the Agreement to June 30, 2012 to cover for environmental and consulting services for Fiscal Year 2012. As per Article 5 of the Agreement, the Agreement can be extended for additional time upon the approval by the Board for each extension and renewal not to exceed four years.

Funding is available in line item 52501.510300 - Professional Contracts in Fiscal Year 2012.

**ACTION REQUESTED:**

Staff requests that the Joint Powers Board approve Amendment No. 3 of the Professional Service Agreement with Bluewater Environmental Consulting for environmental services for the Caja del Rio Landfill and BuRRT in the amount of \$46,304.25.

Attachments:      Professional Services Agreement - Amendment No. 3  
                         Professional Services Agreement - Amendment No. 2  
                         Professional Services Agreement - Amendment No. 1  
                         Professional Services Agreement

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SFC CLERK RECORDED 08/17/2011

**ATTACHMENT**

Professional Services Agreement - Amendment No. 3

SFC CLERK RECORDED 08/17/2011

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
AMENDMENT No. 3  
PROFESSIONAL SERVICES AGREEMENT  
(Environmental Services)**

This AMENDMENT No. 3 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated June 30, 2008 (the "Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency (the "Agency") and Bluewater Environmental Consulting, LLC (the "Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

**RECITALS**

Under the terms of the Agreement, the Contractor has agreed to provide environmental services to the Agency.

Pursuant to Article 18, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and the Contractor agree as follows:

1. **SCOPE OF SERVICES**

Article 1, Scope of Services of the Agreement is hereby amended to include the scope of services for FY-12 attached hereto as Exhibit A.

2. **COMPENSATION**

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of Forty-Six Thousand Three Hundred Four Dollars and Twenty-Five Cents (\$46,304.25) so that Article 3 reads in its entirety as follows:

- A. The Agency shall pay to the Contractor in full payment for services rendered, a sum not to exceed One Eighty-Seven Thousand Seven

Hundred Thirteen Dollars and Ninety-Seven Cents (\$187,713.97),  
including applicable gross receipts taxes.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$48,782.35
AMENDMENT NO. 1	\$49,942.68
AMENDMENT NO. 2	\$42,684.69
AMENDEMENT NO. 3	\$46,304.25
CONTRACT TO DATE	\$187,713.97

- B. Payment shall be made upon receipt and approval by the Agency of reasonably detailed invoices/statements describing the services performed. Invoices/statements shall be rendered not more than once each month. Compensation shall be paid only for services actually performed.

**3. TERM AND EFFECTIVE DATE**

Article 5, Terms and Effective Date of the Agreement is amended to define the term of the Agreement, so that Article 5 reads in its entirety as follows:

- A. This Agreement shall be effective when signed by the Agency and shall terminate on June 30, 2012, unless terminated sooner pursuant to Article 6 below.
- B. Pursuant to the limitations on multi-term contracts for professional services codified in NMSA 1978, § 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that

limitation, the Agreement can be renewed annually, if agreed upon by the Agency and the Contractor and approved by the Joint Powers Board.

**4. AGREEMENT IN FULL FORCE**

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 3 to the Santa Fe Solid Waste Management Agency Professional Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE  
MANAGEMENT AGENCY:

\_\_\_\_\_  
Rosemary Romero  
Chairperson

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

ATTEST:

\_\_\_\_\_  
Yolanda Y. Vigil  
Santa Fe City Clerk

BLUEWATER ENVIRONMENTAL CONSULTING, LLC:

\_\_\_\_\_  
Donald M. Duncan  
Project Manager

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Justin W. Miller  
Agency Attorney

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

**EXHIBIT A**

**BlueWater Environmental Consulting, LLC**

**Scope of Services  
for  
Fiscal Year 2012**

SFC CLERK RECORDED 08/17/2011

# FISCAL YEAR 2012 SCOPE OF SERVICES

## Santa Fe Solid Waste Management Agency

June 6, 2011

The following provides the Scope of Services BlueWater Environmental Consulting, LLC will provide Santa Fe Solid Waste Management Agency for Fiscal 2012.

### **TASK 1 METHANE GAS MONITORING – CAJA DEL RIO LANDFILL**

To complete this task BlueWater will:

- Perform quarterly methane gas monitoring at 10 bar-hole probe locations and the permanent structures.
- Prepare a quarterly report for each methane monitoring event that includes, but is not limited to: executive summary, introduction, description of field methods, results with tables and figures, discussion, and conclusions.
- Submit the quarterly reports to the Solid Waste Bureau of the New Mexico Environment Department within 45-days of the monitoring event.
- Provide one report and one electronic version of each report on a CD-ROM to the Agency. Additionally, BlueWater will submit a copy of the report transmittal letter addressed to the Solid Waste Bureau with the Bureau's date stamp.

### **TASK 2 DP-1115 SAMPLING & REPORTING – BURRT**

To complete this task BlueWater will:

- Report the volume of wastewater discharged monthly to the septic tank. BlueWater will determine the volume of discharge by obtaining monthly water meter readings from the City of Santa Fe.
- Collect semi-annual wastewater samples from the evaporation lagoon for analysis of total Kjeldahl nitrogen (TKN), nitrate for nitrogen (NO<sub>3</sub>-N), total dissolved solids (TDS), and chloride.



- Conduct semi-annual inspections of the septic tank for the accumulation of scum and solids and prepare logs of the inspections (as required by the current discharge permit).
- Submit semi-annual reports that include the above items to the Ground Water Quality Bureau by August 1 and February 1.
- Provide a copy of each report to the Agency. Additionally, BlueWater will submit a copy of the report transmittal letter addressed to the Ground Water Quality Bureau with the Bureau's date stamp.
- Modify the sampling and reporting as necessary to comply with changes to the final permit requirements.

**TASK 3 DP-1120 QUARTERLY REPORTING – CAJA DEL RIO LANDFILL**

To complete this task BlueWater will:

- Submit quarterly reports that address Conditions 5, 6, 7, 10, 11, 12, and 13 of the discharge permit by July 28, October 28, January 28, and April 28.
- Provide a copy of each report to the Agency. Additionally, BlueWater will submit a copy of the report transmittal letter addressed to the Ground Water Quality Bureau with the Bureau's date stamp.

**TASK 4 DP-1120 INSPECTIONS – CAJA DEL RIO LANDFILL**

To complete this task BlueWater will:

- Conduct semi-annual inspections of the shop wash holding tank for the accumulation of wastewater and solids and submit inspection logs to the Agency.
- Conduct semi-annual inspections of the two septic tanks for the accumulation of scum and solids and submit inspection logs to the Agency.
- Conduct semi-annual visual inspections of the ground surface above the two leach fields for proper maintenance and possible damage. BlueWater will submit inspection logs to the Agency.

- Include the above information in the quarterly reports for October 28 and April 28.

#### **TASK 5 DP-1120 SAMPLING – CAJA DEL RIO LANDFILL**

To complete this task BlueWater will:

- Collect annual samples of the wastewater from each of the two septic tanks for analysis of TKN.
- Sample wastewater from the equipment wash evaporation lagoon annually. Samples shall be analyzed for TDS, chloride, VOC using EPA method 8260, semi-volatile organics using EPA method 8270C, and metals using EPA method 7000A or 6010B. Compare the analytical results to the NMAC 20.6.2.3103 ground water standards and identify any analytes on the NMAC 6.2.7.WW toxic pollutants list with results and a list of elements or compounds that exceed ground water standards and/or toxic pollutants with concentrations greater than the detection limit of the analytical method.
- Include the above information in the quarterly report for October 28.

#### **TASK 6 GROUND WATER MONITORING – CAJA DEL RIO LANDFILL**

To complete this task, BlueWater will perform the following services:

- Perform annual ground water sampling for three ground water monitoring wells and two piezometers.
- Sample the monitoring wells in accordance with the Sampling and Analysis Plan, Revision 1. The sampling method includes using low-flow bladder pumps that are powered by compressed nitrogen. To ensure that the monitoring wells have been adequately purged, BlueWater will monitor the temperature, pH, electro-conductivity (EC), redox potential (eH), and turbidity using a flow through cell.

- In addition to the ground water samples, the Sampling and Analysis Plan, Revision 1 specifies collecting the following quality control samples during each ground water sampling event:
  - Trip blank
  - Blind standard reference material/performance evaluation (SRM/PE) sample
  - Blind field duplicate
- Submit the samples to Hall Environmental Analysis Laboratory (HEAL) for analysis at detection limits that are equal to or less than the corresponding practical quantitation limit (PQL).
- Check the off-site “Headquarters Well” for the presence of water and, if water is present, collect a sample from the well in accordance with Condition J of the solid waste facility permit.
- Validate laboratory data using the USEPA Contract Laboratory Program, National Functional Guidelines for Organic Data Review (EPA, 1999) and USEPA Contract Laboratory Program, National Functional Guidelines for Inorganic Data Review (EPA, 2004) as guidelines. Data validation is necessary to assess the accuracy and precision of laboratory results.
- Use a T-test, with a type I error of 0.01, to statistically compare laboratory results to baseline levels pursuant to the Ground water Monitoring Plan, Revision 1.
- Prepare a monitoring report that includes, but is not limited to, an executive summary, the methods used for ground water sampling and laboratory analysis, results with tables and figures, a narrative discussion, and a conclusion.
- Submit the ground water report to the Solid Waste Bureau of the New Mexico Environment Department within 90-days of the monitoring event, pursuant to Subsection N of 20.9.9.10 NMAC.

SFC CLERK RECORDED 08/17/2011

- Provide one copy of the report and one electronic version of each report on a CD-ROM to the Agency. Additionally, BlueWater will submit a copy of the report transmittal letter addressed to the Solid Waste Bureau with the Bureau's date stamp.

#### **TASK 7 LEACHATE SAMPLING**

To complete this task, BlueWater will perform the following services:

- Compile leachate pumping volumes from each cell for the prior year.
- Collect one composite leachate sample in proportion to the prior year's pumping volumes.
- Submit the sample to Hall Environmental Analysis Laboratory for analysis of 20.9.10.20 Subsections A and C.
- Prepare a monitoring report that includes, but is not limited to, an executive summary, the methods used for sampling and laboratory analysis, results with tables and figures, a narrative discussion, and a conclusion.
- Submit the report to the Solid Waste Bureau of the New Mexico Environment Department within 90-days of the monitoring event, pursuant to Subsection N of 20.9.9.10 NMAC.
- Provide one copy of the report and one electronic version of each report on a CD-ROM to the Agency. Additionally, BlueWater will submit a copy of the report transmittal letter addressed to the Solid Waste Bureau with the Bureau's date stamp.

#### **TASK 8 ANNUAL MONITORING SUMMARY**

To complete this task, BlueWater will prepare an annual report that summarizes the following information:

- Methane monitoring results, sampling dates, and report submittal dates.
- Ground water monitoring results, sampling date, and report submittal date.
- Leachate monitoring results, sampling dates, report submittal date, and leachate pumping volumes.

## **TASK 9 INSPECTIONS**

To complete this task, BlueWater will perform the following services:

- Inspect the maintenance shop quarterly for best management practices of used oil, used anti-freeze, and other spent fluids.
- Submit an inspection report with recommendations to the Agency within 14-days of the inspection.
- Inspect the operations of the landfill quarterly for compliance with 20.9.2 – 20.9.10 NMAC and the current operations plan.
- Submit an inspection report with recommendations to the Agency within 14-days of the inspection.
- Attend Solid Waste Bureau inspections.

## **TASK 10 REGULATORY CONSULTING SERVICES**

Upon request by the Agency, BlueWater will provide other consulting services not previously identified.

*Blue Water Environmental Consulting, LLC*

**Santa Fe Solid Waste Management Agency  
Fiscal Year 2012 Budget**

<b>Task</b>	<b>Invoice Item</b>	<b>Invoicing Basis</b>	<b>Unit Fee</b>	<b>Number of Units</b>	<b>Extended Fee</b>
1	Quarterly Methane Monitoring & Reporting	Fixed fee	\$700.00	4	\$2,800.00
2	DP-1115 Semi-annual Monitoring & Reporting	Fixed fee	\$800.00	2	\$1,600.00
3	DP-1120 Quarterly Reporting	Fixed fee	\$500.00	4	\$2,000.00
4	DP-1120 Semi-annual Tank Inspections	Fixed fee	\$400.00	2	\$800.00
5	DP-1120 Annual Lagoon Sampling	Fixed fee	\$1,250.00	1	\$1,250.00
6	Annual Ground Water Detection Monitoring & Reporting	Fixed fee	\$8,250.00	1	\$8,250.00
7	Leachate Sampling & Reporting	Fixed fee	\$3,500.00	1	\$3,500.00
8	Annual Monitoring Summary	Fixed fee	\$600.00	1	\$600.00
9	Quarterly Shop & Operations Inspections	Fixed fee	\$500.00	4	\$2,000.00
10	Consulting Services	Time and Materials	Per Fee Schedule	As assigned by the Agency	\$20,000.00
<b>Subtotal</b>					<b>\$42,800.00</b>
NMGRT @ 0.081875					\$3,504.25
<b>Total</b>					<b>\$46,304.25</b>

**COMMENTS**

**Task 6**

Includes costs for checking the Headquarters Well for the presence of water, but does not include costs for sampling if water is present.

*BlueWater Environmental Consulting, LLC*

**Fee Schedule**

June 1, 2011

Professional Services by Title

Principal	\$110.00
Senior	\$85.00
Project Scientist	\$70.00
Staff Scientist	\$55.00
Technician	\$45.00
Secretary	\$35.00

Expenses

Mileage	\$1.00/mile
Field vehicle	\$50.00/day
Generator	\$125.00/day
Bladder Pump	\$125.00/day
Bladder Pump Tubing	\$2.50/foot
DTW meter	\$35.00/day
pH meter	\$15.00/day
EC meter	\$15.00/day
Turbidity meter	\$25.00/day
Methane meter	\$35.00/day
Slide hammer	\$10.00/day
Stainless steel, gas probe	\$15.00/day
Expendable supplies	at cost
Subcontractor or vendor fees	cost + 10%

SFC CLERK RECORDED 08/17/2011

**ATTACHMENT**

Professional Services Agreement - Amendment No. 2

SFC CLERK RECORDED 08/17/2011



**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
AMENDMENT No. 2  
PROFESSIONAL SERVICES AGREEMENT  
(Environmental Services)**

This AMENDMENT No. 2 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated June 30, 2008 (the "Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency (the "Agency") and Bluewater Environmental Consulting, LLC (the "Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

**RECITALS**

Under the terms of the Agreement, the Contractor has agreed to provide environmental services to the Agency.

Pursuant to Article 18, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and the Contractor agree as follows:

**1. SCOPE OF SERVICES**

Article 1, Scope of Services of the Agreement is hereby amended to include the scope of work for FY-11 attached hereto as Exhibit A.

**2. COMPENSATION**

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of Forty-Two Thousand Six Hundred Eighty-Four Dollars and Sixty-Nine Cents (\$42,684.69) so that Article 3 reads in its entirety as follows:

- A. The Agency shall pay to the Contractor in full payment for services rendered, a sum not to exceed One Forty-One Thousand Four Hundred Nine Dollars and Seventy-Two Cents (\$141,409.72), including applicable gross receipts taxes.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$48,782.35
AMENDMENT NO. 1	\$49,942.68
AMENDMENT NO. 2	\$42,684.69
CONTRACT TO DATE	\$141,409.72

- B. Payment shall be made upon receipt and approval by the Agency of reasonably detailed invoices/statements describing the services performed. Invoices/statements shall be rendered not more than once each month. Compensation shall be paid only for services actually performed.

**3. TERM AND EFFECTIVE DATE**

Article 5, Terms and Effective Date of the Agreement is amended to define the term of the Agreement, so that Article 5 reads in its entirety as follows:

- A. This Agreement shall be effective when signed by the Agency and shall terminate on June 30, 2011, unless terminated sooner pursuant to Article 6 below.
- B. Pursuant to the limitations on multi-term contracts for professional services codified in NMSA 1978, § 13-1-150, this Agreement may not

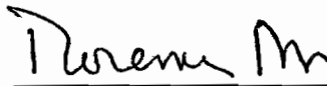
exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and the Contractor and approved by the Joint Powers Board.

**4. AGREEMENT IN FULL FORCE**

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

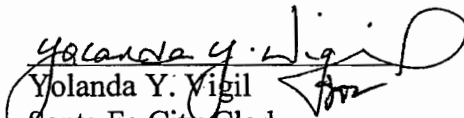
IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 2 to the Santa Fe Solid Waste Management Agency Professional Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE  
MANAGEMENT AGENCY:

  
\_\_\_\_\_  
Rosemary Romero  
Chairperson

6-17-10  
Date:

ATTEST:

  
\_\_\_\_\_  
Yolanda Y. Vigil  
Santa Fe City Clerk

BLUEWATER ENVIRONMENTAL CONSULTING, LLC:

  
\_\_\_\_\_  
Donald M. Duncan  
Project Manager

6/25/10  
Date:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Mark T. Baker  
Agency Attorney

7-9-10  
Date:

**EXHIBIT A**

**Scope of Work**

SFC CLERK RECORDED 08/17/2011

*Blue Water Environmental Consulting, LLC*

**Santa Fe Solid Waste Management Agency  
Fiscal Year 2011 Budget**

Task	Invoice Item	Invoicing Basis	Unit Fee	Number of Units	Extended Fee
1	Quarterly Methane Monitoring & Reporting	Fixed fee	\$675.00	4	\$2,700.00
2	DP-1115 Semi-annual Monitoring & Reporting	Fixed fee	\$800.00	2	\$1,600.00
3	DP-1120 Quarterly Reporting	Fixed fee	\$400.00	4	\$1,600.00
4	DP-1120 Semi-annual Tank Inspections	Fixed fee	\$350.00	2	\$700.00
5	DP-1120 Annual Lagoon Sampling	Fixed fee	\$1,200.00	1	\$1,200.00
6	Annual Ground Water Detection Monitoring & Reporting	Fixed fee	\$5,700.00	1	\$5,700.00
7	Leachate Sampling & Reporting	Fixed fee	\$3,400.00	1	\$3,400.00
8	Annual Monitoring Summary	Fixed fee	\$600.00	1	\$600.00
9	Quarterly Shop & Operations Inspections	Fixed fee	\$500.00	4	\$2,000.00
10	Consulting Services	Time and Materials	Per Fee Schedule	As assigned by the Agency	\$20,000.00
Subtotal					\$39,500.00
N̄MGRT @ 0.080625					\$3,184.69
<b>Total</b>					<b>\$42,684.69</b>

**COMMENTS**

**Task 6**

Includes costs for checking the Headquarters Well for the presence of water, but does not include costs for sampling if water is present.

SFC CLERK RECORDED 08/17/2011

**ATTACHMENT**

Professional Services Agreement - Amendment No. 1

SEC CLERK RECORDED 08/17/2011

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
AMENDMENT No. 1  
PROFESSIONAL SERVICES AGREEMENT  
(Environmental Services)**

This AMENDMENT No. 1 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated June 30, 2008 (the "Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency (the "Agency") and Bluewater Environmental Consulting, LLC (the "Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

**RECITALS**

Under the terms of the Agreement, the Contractor has agreed to provide environmental services to the Agency.

Pursuant to Article 18, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and the Contractor agree as follows:

1. **SCOPE OF SERVICES**

Article 1, Scope of Services of the Agreement is hereby amended to include the scope of work for FY-10 attached hereto as Exhibit A.

2. **COMPENSATION**

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of Forty-Nine Thousand Nine Hundred Forty-Two Dollars and Sixty-Eight Cents (\$49,942.68) so that Article 3 reads in its entirety as follows:

- A. The Agency shall pay to the Contractor in full payment for services rendered, a sum not to exceed Ninety-Eight Thousand Seven Hundred Twenty-Five Dollars and Three Cents (\$98,725.03), including applicable gross receipts taxes.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$48,782.35
AMENDMENT NO. 1	\$49,942.68
CONTRACT TO DATE	\$98,725.03

- B. Payment shall be made upon receipt and approval by the Agency of reasonably detailed invoices/statements describing the services performed. Invoices/statements shall be rendered not more than once each month. Compensation shall be paid only for services actually performed.

3. **TERM AND EFFECTIVE DATE**

Article 5, Term and Effective Date of the Agreement is amended to define the term of the Agreement, so that Article 5 reads in its entirety as follows:

- A. This Agreement shall be effective when signed by the Agency and shall terminate on June 30, 2010, unless terminated sooner pursuant to Article 6 below.
- B. Pursuant to the limitations on multi-term contracts for professional services codified in NMSA 1978, § 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and the Contractor and approved by the Joint Powers Board.

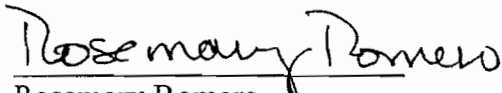


4. AGREEMENT IN FULL FORCE

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

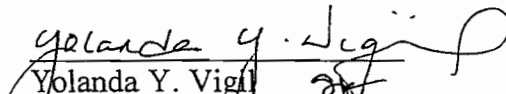
IN WITNESS WHEREOF, the parties have executed this AMENDMENT No.1 to the Santa Fe Solid Waste Management Agency Professional Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE  
MANAGEMENT AGENCY:


  
\_\_\_\_\_  
Rosemary Romero  
Chairperson

6/18/09  
Date:

ATTEST:


  
\_\_\_\_\_  
Yolanda Y. Vigil  
Santa Fe City Clerk

BLUEWATER ENVIRONMENTAL CONSULTING, LLC:

  
\_\_\_\_\_  
Donald M. Duncan  
Project Manager

6/19/09  
Date:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Mark T. Baker  
Agency Attorney

**EXHIBIT A**

**BlueWater Environmental Consulting, LLC**

SFC CLERK RECORDED 08/17/2011

*Blue Water Environmental Consulting, LLC*

Santa Fe Solid Waste Management Agency  
Fiscal Year 2010 Budget

Task	Invoice Item	Invoicing Basis	Unit Fee	Number of Units	Extended Fee
1	Quarterly Methane Monitoring & Reporting	Fixed fee	\$660.00	4	\$2,640.00
2	DP-1115 Semi-annual Monitoring & Reporting	Fixed fee	\$810.00	2	\$1,620.00
3	DP-1120 Quarterly Reporting	Fixed fee	\$400.00	4	\$1,600.00
4	DP-1120 Semi-annual Tank Inspections	Fixed fee	\$330.00	2	\$660.00
5	DP-1120 Annual Lagoon Sampling	Fixed fee	\$1,210.00	1	\$1,210.00
6	Annual Ground Water Detection Monitoring & Reporting	Fixed fee	\$9,765.00	1	\$9,765.00
7	Leachate Sampling & Reporting	Fixed fee	\$7,825.00	1	\$7,825.00
8	Annual Monitoring Summary	Fixed fee	\$450.00	1	\$450.00
9	Quarterly Shop & Operations Inspections	Fixed fee	\$400.00	4	\$1,600.00
10	Consulting Services	Time and Materials	Per Fee Schedule	As assigned by the Agency	\$18,900.00
Subtotal					\$46,270.00
NMGRT @ 0.079375					\$3,672.68
<b>Total</b>					<b>\$49,942.68</b>

COMMENTS

**Task 6**

Includes costs for checking the Headquarters Well for the presence of water, but does not include costs for sampling in the event water is present.

SEC CLERK RECORDED 08/17/2011

**ATTACHMENT**

Professional Services Agreement

SFC CLERK RECORDED 08/17/2011

SANTA FE SOLID WASTE MANAGEMENT AGENCY  
PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("the Agency") and Bluewater Environmental Consulting, LLC, Santa Fe, NM ("the Contractor") for ENVIRONMENTAL SERVICES AT THE CAJA DEL RIO LANDFILL AND BUCKMAN ROAD RECYCLING AND TRANSFER STATION (RFP # '08/38/P) as described in Exhibit A and below. The Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF SERVICES

The professional services subject to this Agreement are set forth in the Scope of Work attached hereto as Exhibit A.

2. STANDARDS OF PERFORMANCE; LICENSES

A. Contractor represents that it possesses the experience and knowledge necessary to perform the services described in this Agreement.

B. Contractor agrees to obtain and maintain throughout the term of this Agreement all applicable professional and business licenses required by law for itself and its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The Agency shall pay to Contractor a sum not to exceed Forty-Eight Thousand Seven Hundred Eighty-Two Dollars and Thirty-Five Cents

SFC CLERK RECORDED 08/17/2011

(\$48,782.35) including applicable New Mexico gross receipts tax, broken down as follows:

Fee for Professional Services .....	\$45,195.00
New Mexico Gross Receipts Tax @ 7.9375% .....	\$3,587.35
Total .....	\$48,782.35

B. Contractor shall be responsible for the payment of the gross receipts tax amount to the State of New Mexico.

C. Payment shall be made upon receipt and approval by the Agency of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed in accordance with the fee schedule set forth in the Scope of Work hereto attached in Exhibit A.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations to and authorization from the Joint Powers Board for the Agency for the performance of this Agreement. If sufficient appropriations are not made or authorization provided, this Agreement shall terminate upon written notice from the Agency to Contractor. The Agency shall be responsible for charges incurred up to the date of notification under this Section per Section 6 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on June 30, 2009, unless it is terminated sooner pursuant to Article 6 below.

B. Pursuant to the limitations on multi-term contracts for professional services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and the Contractor and approved by the Joint Powers Board.

6. TERMINATION

The Agency may terminate this Agreement upon ten (10) days written notice to Contractor. If the Agency terminates the Agreement:

- 1) Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the Agency original copies of all work product, research, or papers prepared for the services covered by this Agreement.
- 2) If compensation is not based upon hourly rates for services rendered, the Agency shall pay Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination for which compensation has not already been paid.
- 3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. Contractor, its agents, and its employees are independent contractors performing professional services for the Agency and are not employees of the Agency.

B. Contractor, its agents, and its employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the Agency, and shall not be permitted to use Agency vehicles in the performance of this Agreement.

C. Contractor shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or subcontractors Contractor retains to perform any of its obligations pursuant to this Agreement.

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with its performance of its obligations pursuant to this Agreement. Contractor further agrees that it shall not employ or contract with anyone in the performance of this Agreement that has any such conflict of interest.

10. ASSIGNMENT; SUBCONTRACTING

Contractor shall not assign or transfer any rights, privileges, obligations or other interests under this Agreement, including any claims for money due, without the Agency's prior written consent. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the Agency's prior written approval.



11. RELEASE

Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the Agency, its officers, and its employees from all liabilities, claims, and obligations whatsoever arising from or under this Agreement. Contractor agrees not to purport to bind the Agency to any obligation not assumed herein by the Agency unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement comprehensive general liability insurance of \$1,000,000 for each occurrence and \$2,000,000 in general aggregate coverage for bodily injury and property damage liability, in a form and with an insurance company acceptable to the Agency. The Agency shall be named as an additional insured under the insurance policy, and the policy shall provide that the Agency will be notified no less than 30 days before the policy is cancelled for any reason. Contractor has furnished the Agency with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this section as a condition of entering into this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance in accordance with New Mexico law to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the Agency with evidence demonstrating that appropriate Workers' Compensation insurance has been obtained.

C. Contractor shall maintain sufficient professional liability insurance throughout the term of this Agreement to cover no less than \$1,000,000 per occurrence.

13. INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend the Agency from all losses, damages, claims or judgments, including payment of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action, or demand whatsoever arising from the negligent acts, errors, or omissions, or willful and reckless disregard of obligations under this Agreement, in the performance of any services covered by this Agreement, whether occurring on Agency managed or owned property or otherwise, by Contractor or its employees, agents, representatives, or subcontractors, excepting only such liability that arises out of the Agency's negligence.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the Agency in connection with this Agreement is subject to the immunities and limitations set forth in the New Mexico Tort Claims Act, NMSA 1978 §§ 41-4-1 to 41-4-27. The Agency and its employees do not waive sovereign immunity, any available defense, or any limitation of liability recognized by law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title, or interest in, or for the benefit of, any person other than the Agency and Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary.

16. RECORDS AND AUDIT

Contractor shall maintain throughout the term of this Agreement and for a period of three years thereafter detailed records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Agency, the City of Santa Fe Finance Department, and the State Auditor. The Agency shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the Agency. In any action, suit, or legal dispute arising from this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed, or modified except by an amendment in writing executed by the parties.

19. SCOPE OF AGREEMENT

This Agreement expresses the entire agreement and understanding between the parties with respect to the services set forth in the Scope of Work attached hereto as Exhibit A. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the services Contractor undertakes pursuant to this Agreement on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

If one or more of the provisions of this Agreement or any application thereof is found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Agreement and any other application thereof shall not in any way be affected or impaired.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

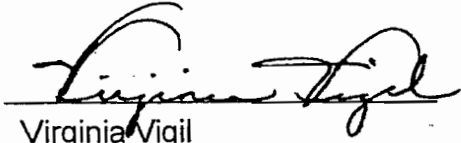
AGENCY: Mr. Randall Kippenbrock, P.E.  
Executive Director  
Santa Fe Solid Waste Management Agency  
149 Wildlife Way  
Santa Fe, NM 87506

CONTRACTOR: Mr. Donald M. Duncan  
Managing Member  
1382 Santa Rosa Drive  
Santa Fe, NM 87505-3488

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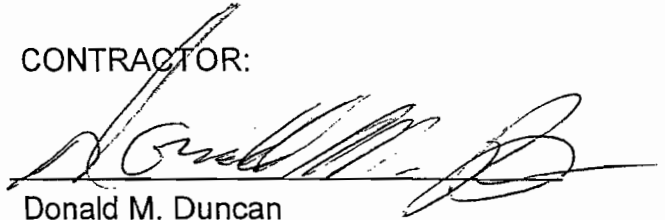
IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

AGENCY:



Virginia Vigil  
Chairperson

CONTRACTOR:



Donald M. Duncan  
Bluewater Environmental  
Consulting, LLC

DATE: 6-30-08

DATE: 7/1/08

APPROVED AS TO FORM:

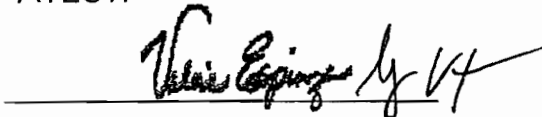


Mark T. Baker  
Agency Attorney

NM Taxation & Revenue CRS No.  
02-968102-00-2

City of Santa Fe Business  
Registration No. 05-02034

A TEST:



Valerie Espinoza  
County Clerk

SFC CLERK RECORDED 08/17/2011

**EXHIBIT A**

**Bluewater Environmental Consulting, LLC**

**Scope of Work**

SFC CLERK RECORDED 08/17/2011

*Blue Water Environmental Consulting, LLC*

**Santa Fe Solid Waste Management Agency  
Fiscal Year 2009 Budget**

Task	Invoice Item	Invoicing Basis	Unit Fee	Number of Units	Extended Fee
1	Quarterly Methane Monitoring and Reporting	Fixed fee	\$660.00	4	\$2,640.00
2	DP-1115 Semi-annual Monitoring & Reporting	Fixed fee	\$780.00	2	\$1,560.00
3	DP-1120 Quarterly Reporting	Fixed fee	\$400.00	4	\$1,600.00
4	DP-1120 Semi-annual Tank Inspections	Fixed fee	\$330.00	2	\$660.00
5	DP-1120 Annual Lagoon Sampling	Fixed fee	\$1,210.00	1	\$1,210.00
6	Annual Ground Water Detection Monitoring and Reporting	Fixed fee	\$6,760.00	1	\$6,775.00
7	Quarterly Leachate Sampling & Reporting	Fixed fee	\$2,175.00	4	\$8,700.00
8	Annual Monitoring Summary	Fixed fee	\$450.00	1	\$450.00
9	Quarterly Shop & Operations Inspections	Fixed fee	\$400.00	4	\$1,600.00
10	Consulting Services	Time and Materials	Per attached Fee Schedule	As assigned by the Agency	\$20,000.00
<b>Subtotal</b>					<b>\$45,195.00</b>
NMGRT @ 0.079375					\$3,587.35
<b>Total</b>					<b>\$48,782.35</b>

**COMMENTS**

**Task 6**

Includes costs for checking the Headquarters Well for the presence of water, but does not include costs for sampling in the event water is present.

**Task 8**

An annual summary of methane, ground water detection, and leachate monitoring for submittal to the Solid Waste Bureau with the facility's annual report.

*BlueWater Environmental Consulting, LLC*

**Fee Schedule**

July 1, 2008

Professional Services by Title

Principal	\$110.00
Senior	\$85.00
Project Scientist	\$70.00
Staff Scientist	\$55.00
Technician	\$45.00
Secretary	\$35.00

Expenses

Mileage	\$1.00/mile
Field vehicle	\$50.00/day
Generator	\$100.00/day
Bladder Pump	\$125.00/day
Bladder Pump Tubing	\$2.50/foot
DTW meter	\$35.00/day
pH meter	\$15.00/day
EC meter	\$15.00/day
Turbidity meter	\$25.00/day
Methane meter	\$35.00/day
Slide hammer	\$10.00/day
Stainless steel, gas probe	\$15.00/day
Expendable supplies	at cost
Subcontractor or vendor fees	cost + 10%

SFC CLERK RECORDED 08/17/2011



# MEMORANDUM

**To:** SFSWMA Joint Powers Board Members  
**From:** Randall Kippenbrock, P.E., Executive Director (RLK)  
**Date:** June 11, 2011  
**Subject:** Request for Approval of Free Disposal Fees for Acequia Madre de Santa Fe Under the Free Disposal Program.

Agency staff is requesting the approval for free disposal fees for the Acequia Madre de Santa Fe for 14.32 tons generated during the annual spring clean-up of the Association's acequia infrastructure in April and May 2011. As per the Free Disposal Program, any requests over 10 tons must be approved by the Board.

Please see the attached form for approval.

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SFC CLERK RECORDED 08/17/2011

# ACEQUIA MADRE de SANTA FE

(Community Acequia Association)

922 Acequia Madre, Santa Fe, New Mexico 87505  
(505) 983-3546 Fax: (505) 986-0877

April 28, 2011

Randall Kippenbrock  
Santa Fe Solid Waste Management Authority  
149 Wildlife Way  
Santa Fe, New Mexico 87506

Dear Sir;

The Acequia Madre has completed the cleaning of approximately 60% of the Associations acequia infrastructure. As of April 27, 2010 we have delivered to the transfer station nearly 9 tons of trash, debris and green cuttings.

We anticipate that we will collect another 6 tons between now and the conclusion of the annual acequia cleaning period by the end of May bringing the total to 15 tons. We appreciate the opportunity presented to the Association for the gratis disposal of 10 tons of waste this year and for the past years. We would greatly appreciate having the additional tonnage added to this years allotment if possible.

If you have any questions on the above or would like to discuss this matter further please feel free to contact us.

Thank you for your continued cooperation,

Acequia Madre de Santa Fe

  
Phillip J. Bové  
Commissioner

SFC CLERK RECORDED 08/17/2011



# Official Use Only

## INSPECTION

Individual/Organization: Accequia Madre de Santa Fe

Randal Keppner  
SFSWMA Site Inspector

APR JUN 11, 2011  
Date

14.3  
Approximate Yard/Tons

TRASH, green waste from the clean-up of ACCEQUIA INFRASTRUCTURE  
Type of Material

\*Inspection must be made prior to approval by the Director or Joint Powers Board for one time clean-ups.

### CLEAN-UP APPROVAL UP TO TEN (10) TONS

Request: Approved  Up to \_\_\_\_\_ tons for a time period of \_\_\_\_\_.

Disapproved

\_\_\_\_\_  
Executive Director Signature

\_\_\_\_\_  
Date

The Executive Director has authority to approve up to 10 tons.

### CLEAN-UP APPROVAL OVER TEN (10) TONS

Government Agency, organization, or individual (over ten ton) request is on Joint Powers Board Meeting Agenda for approval on June 16, 2011.  
Date

Request: Approved  Up to 15 tons for a time period of April-May 2011

Disapproved

\_\_\_\_\_  
SFSWMA Joint Powers Board Chair Signature

\_\_\_\_\_  
Date

Date 06/11/11  
 Time 13:56:19

Santa Fe SWMA, NM

Page 1

### Material Analysis Report by Material

Inbound and outbound materials for the period 01/01/2011 - 06/11/2011

Detailed Report for Sites: 1, 2, 3

Accounts 410 - 410 Customer Types - Z Materials - ZZZZZZZZZZ Material Types - ZZ

Date	Material	Type	Customer	Type	Tickets	Count	Est. vol.	Act. Vol.	Est. Wt.	Actual Wt.	Charge	
04/30/11	LITTER	L	410	B	02-00217054	0	0	0	0.88	0.88	0.00	
04/30/11	LITTER	L	410	B	02-00217056	0	0	0	1.59	1.59	0.00	
04/30/11	LITTER	L	410	B	02-00217059	0	0	0	0.97	0.97	0.00	
04/30/11	LITTER	L	410	B	02-00217067	0	0	0	0.53	0.53	0.00	
04/30/11	LITTER	L	410	B	02-00217068	0	0	0	0.49	0.49	0.00	
04/08/11	LITTER	L	410	B	03-00467591	0	0	0	0.42	0.42	0.00	
04/08/11	LITTER	L	410	B	03-00467628	0	0	0	0.69	0.69	0.00	
04/10/11	LITTER	L	410	B	03-00468365	0	0	0	0.36	0.36	0.00	
04/14/11	LITTER	L	410	B	03-00469388	0	0	0	0.61	0.61	0.00	
04/14/11	LITTER	L	410	B	03-00469501	0	0	0	0.60	0.60	0.00	
04/18/11	LITTER	L	410	B	03-00470655	0	0	0	0.38	0.38	0.00	
04/25/11	LITTER	L	410	B	03-00472452	0	0	0	0.59	0.59	0.00	
04/26/11	LITTER	L	410	B	03-00472716	0	0	0	0.55	0.55	0.00	
04/26/11	LITTER	L	410	B	03-00472741	0	0	0	0.30	0.30	0.00	
04/26/11	LITTER	L	410	B	03-00472783	0	0	0	0.17	0.17	0.00	
04/30/11	LITTER	L	410	B	03-00473897	0	0	0	3.71	3.71	0.00	
05/03/11	LITTER	L	410	B	03-00474684	0	0	0	0.45	0.45	0.00	
05/04/11	LITTER	L	410	B	03-00474985	0	0	0	0.24	0.24	0.00	
05/05/11	LITTER	L	410	B	03-00475261	0	0	0	0.54	0.54	0.00	
05/05/11	LITTER	L	410	B	03-00475282	0	0	0	0.25	0.25	0.00	
<b>Total</b>						<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>14.32</b>	<b>14.32</b>	<b>0.00</b>
<b>Average</b>						<b>0</b>	<b>0</b>	<b>0</b>	<b>0.72</b>	<b>0.72</b>	<b>0.00</b>	
<b>Report Total</b>						<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>14.32</b>	<b>14.32</b>	<b>0.00</b>
<b>Report Average</b>						<b>0</b>	<b>0</b>	<b>0</b>	<b>0.72</b>	<b>0.72</b>	<b>0.00</b>	

347

# MEMORANDUM

**To:** SFSWMA Joint Powers Board Members  
**From:** Randall Kippenbrock, P.E., Executive Director (RK)  
**Date:** June 11, 2011  
**Subject:** Update on the Santa Fe County's Wildfire Protection Clean-Up Day to be Held on Saturday, June 25, 2011, at the Buckman Road Recycling and Transfer Station.

Staff will provide an update on the Santa Fe County's Wildfire Protection Clean-Up Day to be held on Saturday, June 25, 2011, at the Buckman Road Recycling and Transfer Station.

Attached is a press release flyer for the event.

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SFC CLERK RECORDED 08/17/2011



## Santa Fe County Wildfire Protection Clean-up Day is June 25

**Santa Fe County is urging residents to protect their property by cleaning their yards for wildfire protection. The County will be providing a free drop-off site for green yard waste at Buckman Road Recycling and Transfer Station (BuRRT) located at 2600 Buckman Road from 8:00-4:45 Green waste includes dried leaves, grasses, weeds, tree limbs and brush. NO HOUSEHOLD TRASH OR APPLIANCES, please.**

Tips to protect your home and neighborhood:

Within 30 feet or more adjacent to the home beyond attachments such as wooden decks and fences

- Clean your property to ensure ground fuels are well groomed so fire does not easily spread. Trim and limb trees and bushes, if possible, so the low ground fire cannot climb and spread by crowning in the tree tops.
- Keep yard waste picked up and dispose of waste properly.
- Ensure that propane tanks and grills are not within 30 feet of your home.
- Move wood piles away from homes and decks.
- Mow weeds and lawns and remove dried leaves, pine needles, weeds and other dead vegetation.
- Within five feet of the home, use nonflammable landscaping materials, such as rock, pavers, annuals, and high-moisture-content perennials.
- If you live in a moderate- to high-hazard wildland area, consider fire-resistant patio furniture, swing sets, and accessories.

**Fire restrictions are in place and the use of all outdoor ignition sources including smoking, charcoal grills, campfires, weed and crop burning are strictly prohibited. Please be diligent when using power tools outdoors and remember to use a spark arrester. Do not park a hot motor vehicle in areas covered with dry vegetation, weeds and grasses.**

Protect your property from wildfire



Clean your yard to create a 30 foot defensible space



Drop your **GREEN WASTE** for **FREE** on Saturday, June 25<sup>th</sup>



At Buckman Road Recycling and Transfer Station (BuRRT)  
2600 Buckman Road



If you would like more information or would like to request a wildfire assessment on your property call the Santa Fe County Fire Prevention Bureau at 995-6523 or [www.santafecountyfire.org](http://www.santafecountyfire.org).

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