



# *Colfax County*

## *Board of Commissioners*

P.O. Box 1498 • Raton, New Mexico 87740  
Ph. (575) 445-9661 • Fax. (575) 445-2902  
[www.co.colfax.nm.us](http://www.co.colfax.nm.us)



### County Commissioners

Si Trujillo  
Chairman  
Raton, NM 87740  
(505) 617-6893

Mary Lou Kern  
Vice Chairman  
Raton, NM 87740  
505-617-6895

Bret E. Wier  
Member  
P.O. Box 664  
Angel Fire, NM 87710  
(505) 652-0039

Monte K. Gore  
Colfax County Manager  
230 North 3rd Street  
Raton, NM 87740  
(575) 445-9661

### Elected Officials

Lydia M. Garcia  
County Treasurer  
(575) 445-3171

Kristi E. Graham  
County Assessor  
(575) 445-2314

Royal Quint  
Probate Judge  
(575) 445-9565

## Notice Public Input Forum

PUBLIC NOTICE IS HEREBY GIVEN that there will be a Public Input Forum held on Tuesday, May 14, 2024, at 8:30 am in the Commission Chambers, 3<sup>rd</sup> Floor at the Colfax County Building, Raton NM regarding the Infrastructure Capital Improvement Plan (ICIP) for fiscal year 2026-2030.

Done this 7<sup>th</sup> Day of May 2024





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### AMENDED REGULAR MEETING May 14, 2024 AGENDA

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PUBLIC NOTICE IS HEREBY GIVEN that the Colfax County Board of Commissioners will meet in Regular Session on Tuesday, May 14, 2024, at 9:00 A.M., in the Commission Chambers, 3<sup>rd</sup> Floor at the Colfax County Building, Raton, NM for the following:

This agenda can be viewed at the Colfax County Website at [www.co.colfax.nm.us](http://www.co.colfax.nm.us)

1. Call to Order
2. Pledge of Allegiance
3. Salute to the New Mexico Flag
4. Approve Agenda
5. Approve Budget Hearing Minutes and Regular Meeting Minutes for April 23, 2024, and Budget Hearing Minutes for May 8, 2024
6. Recognize Visitors
7. Public Comment
8. Discuss/Action – Approve Expenditures
9. Discuss/Action - Approve Expenditures Pursuant to Resolution #2022-49
10. Discuss/Action – Claim of Exemption #13, John F Grubelnik
11. Discuss/Action – Colfax County DWI Program Prevention Specialist Contract #05162024, Danielle Jo Martinez
12. Discuss/Action – Letter of Support, Colfax County Health Council/Health Equity, Ashley Medina
13. Discuss/Action – Colfax County Health Council Factsheet FY24, Ashley Medina
14. Discuss/Action – Brunch on Mental Health Report, Colfax County Health Council, Ashley Medina
15. Discuss/Action – Promotional Funding Request, Riding High Ministries
16. Discuss/Action – Non-Promotional Funding Request, Riding High Ministries
17. Discuss/Action – Promotional Funding Request, Colfax County Open Rodeo, TA Rodeo
18. Discuss/Action – Non-Promotional Funding Request, Colfax County Open Rodeo, TA Rodeo
19. Discuss/Action – Amendment to Lodger's Tax Funding Application
20. Discuss/Action – Agreement for Inmate Confinement Between the County of Colfax and Village of Angel Fire
21. Discuss/Action – Task Order No. 8, Professional Services for Preliminary Design for Colfax County Event Center Improvements



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22. Discuss/Action – Task Order No. 11, Prepare Bid Package Single Fire Fill Station, and Tanks
23. Discuss/Action – Request for Proposal #2024-01, On-Call Engineering Services
24. Discuss/Action - Request for Bid #2024.02, Bartlett Subdivision Paving
25. Discuss/Action - Resolution 2024-21, Support for A Convention of States
26. Discuss/Action – Firewall and Wireless Upgrade, Right Click Technology Management Services
27. Discuss/Action – Letter of Appreciation, Senator Pete Compos
28. Discuss/Action – Letter of Appreciation, Representative Joseph Sanchez
29. Discuss/Action - Letter of Appreciation, Representative Jack Chatfield
30. Discuss/Action – Update Colfax County Letterhead
31. Discuss/Action – Independent Contractor Agreement with Tai Etcheverry Pettigrew, CPA for Financial Services
32. Discuss/Action – Introduction of the Amendment to Ordinance # 2014-3, An Ordinance Amending Section IX of the Colfax County Personnel Policy & Procedures
33. Quarterly Department Updates, VMDC, Angel Fire Airport, Maintenance, Safety Committee, Lodger's Tax, YES, and DWI
34. Manager's Docket
35. Commissioners' Docket
36. Adjourn

Done this 9<sup>th</sup> day of May 2024

*Salute to the New Mexico Flag – "I salute the flag of the State of New Mexico and the Zia Symbol of perfect friendship among united cultures."*

**Vigil Maldonado Detention Center**  
**444 E. Hereford Ave.**  
**Raton, NM 87740**  
**Ph: 575-445-3691**

**VMDC Monthly Report For January 2024**

DAILY AVERAGE		61	
COMMISSARY REVENUES	\$2,304.20		
COMMISSARY REVENUES YTD			\$19,598.95
MEDICAL COPAYS	\$362.46		
MEDICAL COPAYS YTD			\$1,143.98
ANGEL FIRE MUNICIPAL			
ANGEL FIRE MUNICIPAL YTD			\$3,182.50
CLAYTON MUNICIPAL COURT			
CLAYTON MUNICIPAL COUTY YTD			\$8,249.55
EDDY COUNTY	\$119.75		
EDDY COUNTY YTD			\$1,017.50
MORA COUNTY			
MORA COUNTY YTD			\$2,850.00
SAN MIGUEL COUNTY			
SAN MIGUEL COUNTY YTD			\$26,930.39
RATON MUNICIPAL			
RATON MUNICIPAL YTD			
TAOS COUNTY			
TAOS COUNTY YTD			\$665.00
UNION COUNTY	\$23,941.40		
UNION COUNTY YTD			\$257,444.24
BOOKING FEES	\$368.20		
BOOKING FEES YTD			\$3,973.53
CORRECTIONS FEES			
CORRECTIONS FEE YTD			\$35,359.53
REIMBURSEMENT			
REIMBURSEMENT YTD			
REVENUES FOR MONTH	\$27,096.01		
REVENUES YTD			\$360,415.17



**Vigil Maldonado Detention Center**  
**444 E. Hereford Ave.**  
**Raton, NM 87740**  
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**VMDC Monthly Report For February 2024**

DAILY AVERAGE		65	
COMMISSARY REVENUES	\$3,007.75		
COMMISSARY REVENUES YTD			\$22,606.70
MEDICAL COPAYS	\$111.35		
MEDICAL COPAYS YTD			\$1,255.33
ANGEL FIRE MUNICIPAL	\$698.25		
ANGEL FIRE MUNICIPAL YTD			\$3,880.75
CLAYTON MUNICIPAL COURT			
CLAYTON MUNICIPAL COUTY YTD			\$8,249.55
EDDY COUNTY			
EDDY COUNTY YTD			\$1,017.50
MORA COUNTY			
MORA COUNTY YTD			\$2,850.00
SAN MIGUEL COUNTY	\$10,370.82		
SAN MIGUEL COUNTY YTD			\$37,301.21
RATON MUNICIPAL			
RATON MUNICIPAL YTD			
TAOS COUNTY			
TAOS COUNTY YTD			\$665.00
UNION COUNTY	\$16,047.48		
UNION COUNTY YTD			\$273,491.72
BOOKING FEES	\$305.75		
BOOKING FEES YTD			\$4,279.28
CORRECTIONS FEES			
CORRECTIONS FEE YTD			\$35,359.53
REIMBURSEMENT			
REIMBURSEMENT YTD			
REVENUES FOR MONTH	\$30,541.40		
REVENUES YTD			\$390,956.57

**Vigil Maldonado Detention Center**  
**444 E. Hereford Ave.**  
**Raton, NM 87740**  
**Ph: 575-445-3691**

**VMDC Monthly Report For March 2024**

DAILY AVERAGE		53	
COMMISSARY REVENUES	\$2,659.97		
COMMISSARY REVENUES YTD			\$25,266.67
MEDICAL COPAYS	\$232.07		
MEDICAL COPAYS YTD			\$1,487.40
ANGEL FIRE MUNICIPAL			
ANGEL FIRE MUNICIPAL YTD			\$3,880.75
CLAYTON MUNICIPAL COURT			
CLAYTON MUNICIPAL COUTY YTD			\$8,249.55
EDDY COUNTY			
EDDY COUNTY YTD			\$1,017.50
MORA COUNTY			
MORA COUNTY YTD			\$2,850.00
SAN MIGUEL COUNTY	\$2,909.04		
SAN MIGUEL COUNTY YTD			\$40,210.25
RATON MUNICIPAL			
RATON MUNICIPAL YTD			
TAOS COUNTY			
TAOS COUNTY YTD			\$665.00
UNION COUNTY	\$19,999.64		
UNION COUNTY YTD			\$293,491.36
BOOKING FEES	\$390.25		
BOOKING FEES YTD			\$4,669.53
CORRECTIONS FEES			
CORRECTIONS FEE YTD			\$35,359.53
REIMBURSEMENT			
REIMBURSEMENT YTD			
REVENUES FOR MONTH	\$26,190.97		
REVENUES YTD			\$417,147.54





**Colfax County**  
*New Mexico*

**Lodger's Tax Advisory**  
**January – March Quarterly Report**

Lodger's Tax Advisory Committee continues to meet on the first Monday of every month. Our next meeting is June 3, 2024 @ 9:00 am in the Chambers. We encourage everyone to attend and see the committee operate.

We now have a full active Committee. Committee members are Tina Colangelo, Shelly Quartieri, Angel Campbell, Laurie Bunker, Michael Brown, and Nelisa Heddin.

We work monthly with the 3 radio stations on producing a new script for the radio.

Also, we are working to get the two billboards changed out for Summer.

We continue to work with Granicus on issuing letters of non-compliance to vendors. We currently have 53 vendors actively paying Lodger's Tax.

The Harrelson Pavilion sign has been hung. My opinion: it may need the building on the back side of the sign to be painted white to make it stand out. The sign is cut out of metal. The "Jim Young Arena" sign should be completed the weekend of May 25<sup>th</sup>. Excited to have this completed.



## Loders Tax

2019-2020				expenditures		expenditures		expenditures		expenditures		expenditures			
Revenue	\$60,929.93		2019-2020	2019-2020	End FY	2020-2021	2021-2022	2022-2023	Carry Over						
		Administration 10%	\$6,092.99	-\$3,293.63	\$2,799.36										
After 10%	\$54,836.94														
		Promotional 40%	\$21,934.78		\$21,934.78									\$21,934.78	
		non-Promotional 60%	\$32,902.16		\$32,902.16									\$32,902.16	
2020-2021				Carry over				expenditures				expenditures			
Revenue	\$147,010.61		2020-2021	2019-2020		2020-2021	2021-2022	2022-2023	Carry Over					Carry Over	
		Administration 10%	\$14,701.06	\$2,799.36	\$17,500.42	-\$7,992.39	-\$18,706.07							-\$9,198.04	
After 10%	\$132,309.55														
		Promotional 40%	\$52,923.82	\$21,934.78	\$74,858.60	-\$1,875.00	-\$37,990.00	-\$34,299.67						\$693.93	
		non-Promotional 60%	\$79,385.73	\$32,902.16	\$112,287.89	-\$20,069.75	-\$75,112.77							\$17,105.37	
2021-2022				Carry Over				expenditures				expenditures			
Revenue	\$206,104.47		2021-2022	2020-2021		2020-2021	2021-2022	2022-2023	Carry Over					Carry Over	
		Administration 10%	\$20,610.45	-\$9,198.04	\$11,412.41			-\$7,987.00						\$3,425.41	
After 10%	\$185,494.02														
		Promotional 40%	\$74,197.61	\$693.93	\$74,891.54									\$74,891.54	
		non-Promotional 60%	\$111,296.41	\$17,105.37	\$128,401.78									\$128,401.78	
2022-2023				Carry Over				expenditures				expenditures			
Revenue	\$191,858.36		2022-2023	2021-2022		2020-2021	2021-2022	2022-2023	Carry Over					Carry Over	
		Administration 10%	\$19,185.84	\$3,417.28	\$22,603.12									\$22,603.12	
After 10%	\$172,672.52														
		Promotional 40%	\$69,069.01	\$74,891.51	\$143,960.52									\$143,960.52	
		non-Promotional 60%	\$103,603.51	\$128,401.78	\$232,005.29									\$232,005.29	
2023-2024				Carry Over				expenditures				expenditures			
Revenue	\$152,928.41		2023-2024	2022-2023		2021-2022	2022-2023	2023-2024	Carry Over					Carry Over	
		Administration 10%	\$15,292.84	\$22,603.12	\$37,895.96			-\$9,152.87						\$28,743.09	
After 10%	\$101,873.71														
		Promotional 40%	\$55,054.23	\$143,960.52	\$199,014.75			-\$56,837.51						\$142,177.24	
		non-Promotional 60%	\$82,581.34	\$232,005.29	\$314,586.63			-\$6,896.00						\$307,690.63	

B#	CHECK #	CHECK NAME	DATE	CK TOTAL	Line#	DETAIL AMT	G/L NUMBER	DESCRIPTION	INVOICE NUMBER
01	114112	LMNOC BROADCASTING, LLC	03/11/2024	925.09	PRINTING/PUBLISHING	314.18	21403960147047080	LMNOC -KXXF-FEBRUARY INV242006	3/6/2024
01	114112	LMNOC BROADCASTING, LLC	03/11/2024	925.09	PRINTING/PUBLISHING	314.18	21403960147047080	LMNOC -KKTC-FEBRUARY INV240206	3/6/2024
01	114112	LMNOC BROADCASTING, LLC	03/11/2024	925.09	PRINTING/PUBLISHING	296.73	21403960147047080	LMNOC -KXMT-FEBRUARY INV240206	3/6/2024
01	114113	KRTN	03/11/2024	32.48	PRINTING/PUBLISHING	32.48	10101020147047080	23/24 ADVERTISEMENTS	73324022263
01	114114	HUERFANO WORLD JOURNAL	03/11/2024	792.60	PRINTING/PUBLISHING	506.16	10101050147047080	LEGALS RLE	FEB2024
01	114114	HUERFANO WORLD JOURNAL	03/11/2024	792.60	PRINTING/PUBLISHING	286.44	10101020147047080	2023/2024 ADS	FEBRUARY2024
01	114115	PINWHEEL HEALING CENTER, LLC	03/11/2024	330.00	SCREENING	120.00	22306250241041056	SCREENING U.A.'S	2024-02
01	114115	PINWHEEL HEALING CENTER, LLC	03/11/2024	330.00	SUPPLIES	210.00	22306250246046001	RANDOM U.A.'S	2024-02
01	114116	AMAZON.COM	03/11/2024	1953.01	SUPPLIES	115.99	50106020446046001	DISPOSABLE GLOVES	1LVLJGK3C1PY
01	114116	AMAZON.COM	03/11/2024	1953.01	SUPPLIES	31.99	50106020446046001	PORTABLE AIR COMPRESSOR	1LVLJGK3C1PY
01	114116	AMAZON.COM	03/11/2024	1953.01	SUPPLIES	29.39	50106020446046001	CARGO NET FOR TRUCK BED	1LVLJGK3C1PY
01	114116	AMAZON.COM	03/11/2024	1953.01	SUPPLIES	-115.99	50106020446046001	CREDIT MEMO 1MRW-JJYM-1YTK	1LVLJGK3C1PY
01	114116	AMAZON.COM	03/11/2024	1953.01	SUPPLIES	16.14	10101020146046001	RUBBER BANDS	16LFHC1TFCPC
01	114116	AMAZON.COM	03/11/2024	1953.01	SUPPLIES	15.29	10101020146046001	HEAVY DUTY STAPLER/REMOVER/R	1C1FVYVLFMFM
01	114116	AMAZON.COM	03/11/2024	1953.01	SUPPLIES	6.99	10101020146046001	POSSIBLE SHIPPING	1C1FVYVLFMFM
01	114116	AMAZON.COM	03/11/2024	1953.01	SUPPLIES	102.01	10101080246046001	WASP EVIDENCE LABELS	1CVHWDXV71XN
01	114116	AMAZON.COM	03/11/2024	1953.01	IT SERVICES/SUPPLIES	239.99	10101040145045060	CLERK BUILDING ASUS AX6000	144H4XDP96YK
01	114116	AMAZON.COM	03/11/2024	1953.01	SUPPLIES	179.96	10101090246046001	COPY PAPER	1LJPCWFTC1VV
01	114116	AMAZON.COM	03/11/2024	1953.01	MEDICAL CARE	18.99	20104110247047024	SPECULA TIPS	1C1VML146GGQ
01	114116	AMAZON.COM	03/11/2024	1953.01	MEDICAL CARE	9.89	20104110247047024	ISLAND DRESSINGS	1C1VML146GGQ
01	114116	AMAZON.COM	03/11/2024	1953.01	MEDICAL CARE	6.73	20104110247047024	GAUZE	1C1VML146GGQ
01	114116	AMAZON.COM	03/11/2024	1953.01	MEDICAL CARE	25.98	20104110247047024	HEADACHE RELIEF	1C1VML146GGQ
01	114116	AMAZON.COM	03/11/2024	1953.01	MEDICAL CARE	7.99	20104110247047024	SHIPPING	1C1VML146GGQ
01	114116	AMAZON.COM	03/11/2024	1953.01	MEDICAL CARE	-10.33	20104110247047024	PROMOS/DISCOUNTS	1C1VML146GGQ
01	114116	AMAZON.COM	03/11/2024	1953.01	MEDICAL CARE	317.60	20104110247047024	SEE PRICE QUOTE	1KWG6NW691XC
01	114116	AMAZON.COM	03/11/2024	1953.01	SUPPLIES	158.39	10101020146046001	OFFICE CHAIR	1XNYLJRL7GTV
01	114116	AMAZON.COM	03/11/2024	1953.01	SUPPLIES	476.01	10101020146046001	OFFICE DESK	1XNYLJRL7GTV
01	114116	AMAZON.COM	03/11/2024	1953.01	SUPPLIES	320.00	10101020146046001	TONER-SVALDEZ	1R4MKTYCYF1X
01	114117	CARQUEST RATON	03/11/2024	919.51	MAINTENANCE-VEHICLE	23.18	10101080244044045	FEBRUARY 2024 ENCUMBRANCE	434016
01	114117	CARQUEST RATON	03/11/2024	919.51	MAINTENANCE-EQUIPMENT	804.39	20404020444044050	INV# 433969	FEB2024
01	114117	CARQUEST RATON	03/11/2024	919.51	MAINTENANCE-VEHICLE	91.94	10101090244044045	VMDC VEHICLE MAINTENANCE	434780
01	114118	RATON ANIMAL HOSPITAL	03/11/2024	95.86	PROFESSIONAL SERVICES	95.86	10101080245045030	CASE #230738	2/28/2024
01	114119	A & M REPAIR	03/11/2024	1193.19	MAINTENANCE-VEHICLE	91.92	10101080244044045	INV# 45757	FEBRUARY2024
01	114119	A & M REPAIR	03/11/2024	1193.19	MAINTENANCE-VEHICLE	20.57	10101080244044045	TAX/LABOR	FEBRUARY2024
01	114119	A & M REPAIR	03/11/2024	1193.19	MAINTENANCE-VEHICLE	91.92	10101080244044045	INV# 45764	FEBRUARY2024
01	114119	A & M REPAIR	03/11/2024	1193.19	MAINTENANCE-VEHICLE	20.57	10101080244044045	TAX/LABOR	FEBRUARY2024
01	114119	A & M REPAIR	03/11/2024	1193.19	MAINTENANCE-VEHICLE	158.69	10101080244044045	INV# 45773	FEBRUARY2024
01	114119	A & M REPAIR	03/11/2024	1193.19	MAINTENANCE-VEHICLE	20.57	10101080244044045	TAX/LABOR	FEBRUARY2024
01	114119	A & M REPAIR	03/11/2024	1193.19	MAINTENANCE-VEHICLE	91.92	10101080244044045	INV# 45805	FEBRUARY2024
01	114119	A & M REPAIR	03/11/2024	1193.19	MAINTENANCE-VEHICLE	20.57	10101080244044045	TAX/LABOR	FEBRUARY2024
01	114119	A & M REPAIR	03/11/2024	1193.19	MAINTENANCE-VEHICLE	125.91	10101080244044045	INV# 45820	FEBRUARY2024
01	114119	A & M REPAIR	03/11/2024	1193.19	MAINTENANCE-VEHICLE	20.57	10101080244044045	TAX/LABOR	FEBRUARY2024
01	114119	A & M REPAIR	03/11/2024	1193.19	MAINTENANCE-VEHICLE	401.37	10101080244044045	FRONT BRAKE PADS	45817
01	114119	A & M REPAIR	03/11/2024	1193.19	MAINTENANCE-VEHICLE	128.61	10101080244044045	2-ROTORS / FLUID T/L	45817
01	114119	A & M REPAIR	03/11/2024	1193.19	MAINTENANCE-VEHICLE		10101080244044045	UNIT 809 (DEAN)	45817
01	114120	COOKS DIRECT INC.	03/11/2024	275.20	FEEDING OF PRISONERS	159.99	20104110247047022	GATOR TRAY	N828239
01	114120	COOKS DIRECT INC.	03/11/2024	275.20	FEEDING OF PRISONERS	34.99	20104110247047022	ECONOMY SPORK	N828239
01	114120	COOKS DIRECT INC.	03/11/2024	275.20	FEEDING OF PRISONERS	24.99	20104110247047022	LABELS	N828239
01	114120	COOKS DIRECT INC.	03/11/2024	275.20	FEEDING OF PRISONERS	55.23	20104110247047022	SHIPPING	N828239
01	114121	MODERN IMAGING SOLUTIONS, INC	03/11/2024	2053.55	FEEDING OF PRISONERS	374.75	20104110247047022	GLOVES XXL	2320574
01	114121	MODERN IMAGING SOLUTIONS, INC	03/11/2024	2053.55	FEEDING OF PRISONERS	279.80	20104110247047022	GLOVES XL	2320574
01	114121	MODERN IMAGING SOLUTIONS, INC	03/11/2024	2053.55	FEEDING OF PRISONERS	699.50	20104110247047022	GLOVES L	2320574
01	114121	MODERN IMAGING SOLUTIONS, INC	03/11/2024	2053.55	FEEDING OF PRISONERS	699.50	20104110247047022	GLOVES M	2320574
01	114122	AXON ENTERPRISE, INC	03/11/2024	535.88	EMPLOYEE TRAINING	535.88	21104140247047040	44729 TASER INSTRUCTOR	195072

01	114123	SPECIALTY COMMUNICATIONS	03/11/2024	1794.30	INVENTORY	773.36	20904420246246020	NX-5700K KENWOOD RADIO 50 WAT	144350
01	114123	SPECIALTY COMMUNICATIONS	03/11/2024	1794.30	INVENTORY	67.90	20904420246246020	KMC-9C DESK MIC	144350
01	114123	SPECIALTY COMMUNICATIONS	03/11/2024	1794.30	INVENTORY	136.64	20904420246246020	KPS-15 POWER SUPPLY 110VAC-12V	144350
01	114123	SPECIALTY COMMUNICATIONS	03/11/2024	1794.30	INVENTORY	49.70	20904420246246020	KAP-2 40 WATT SPEAKER AMP	144350
01	114123	SPECIALTY COMMUNICATIONS	03/11/2024	1794.30	INVENTORY	47.39	20904420246246020	KES-5 40 WATT SPEAKER	144350
01	114123	SPECIALTY COMMUNICATIONS	03/11/2024	1794.30	INVENTORY	402.50	20904420246246020	KWD-5100CV LICENSE KEY P25 CON	144350
01	114123	SPECIALTY COMMUNICATIONS	03/11/2024	1794.30	INVENTORY	42.56	20904420246246020	KMB-34 MOUNTING CASE FOR KPS-	144350
01	114123	SPECIALTY COMMUNICATIONS	03/11/2024	1794.30	INVENTORY	50.00	20904420246246020	COAX BY THE FOOT	144350
01	114123	SPECIALTY COMMUNICATIONS	03/11/2024	1794.30	INVENTORY	11.00	20904420246246020	COAX CONNECTOR N-MALE	144350
01	114123	SPECIALTY COMMUNICATIONS	03/11/2024	1794.30	INVENTORY	11.00	20904420246246020	COAX CONNECTOR UHF-MALE	144350
01	114123	SPECIALTY COMMUNICATIONS	03/11/2024	1794.30	INVENTORY	135.00	20904420246246020	BASE STATION ANTENNA BR-6050	144350
01	114123	SPECIALTY COMMUNICATIONS	03/11/2024	1794.30	INVENTORY	67.25	20904420246246020	SHIPPING ESTIMATE	144350
01	114124	ROCKY MOUNTAIN PHYSICAL	03/11/2024	30.00	DRUG TESTING	30.00	10101010145045050	23-24 PRE/RAN DRUG SCREEN	2/8/2024
01	114125	PRO COM LLC	03/11/2024	41.00	DRUG TESTING	41.00	10101010145045050	23-24 PRE-RAN EMP DRUG SCREEN	106293
01	114126	RECORD'S ACE & RENTAL SHOP	03/11/2024	255.58	SUPPLIES	8.34	20404020446046001	SUPPLIES FOR FEBRUARY 2024	370340
01	114126	RECORD'S ACE & RENTAL SHOP	03/11/2024	255.58	MAINTENANCE-BUILDING/STRUCTU	5.98	10101030144044010	INV# 370162	FEB2024
01	114126	RECORD'S ACE & RENTAL SHOP	03/11/2024	255.58	MAINTENANCE-BUILDING/STRUCTU	2.99	10101030144044010	INV# 370184	FEB2024
01	114126	RECORD'S ACE & RENTAL SHOP	03/11/2024	255.58	MAINTENANCE-BUILDING/STRUCTU	2.59	10101030144044010	INV# 370185	FEB2024
01	114126	RECORD'S ACE & RENTAL SHOP	03/11/2024	255.58	MAINTENANCE-BUILDING/STRUCTU	7.18	10101030144044010	INV# 370129	FEB2024
01	114126	RECORD'S ACE & RENTAL SHOP	03/11/2024	255.58	MAINTENANCE-BUILDING/STRUCTU	21.57	10101030144044010	INV# 370181	FEB2024
01	114126	RECORD'S ACE & RENTAL SHOP	03/11/2024	255.58	MAINTENANCE-BUILDING/STRUCTU	27.06	10101030144044010	INV# 370016	FEB2024
01	114126	RECORD'S ACE & RENTAL SHOP	03/11/2024	255.58	MAINTENANCE-BUILDING/STRUCTU	5.97	10101030144044010	INV# 370052	FEB2024
01	114126	RECORD'S ACE & RENTAL SHOP	03/11/2024	255.58	MAINTENANCE-BUILDING/STRUCTU	9.58	10101030144044010	INV#370019	FEB2024
01	114126	RECORD'S ACE & RENTAL SHOP	03/11/2024	255.58	MAINTENANCE-BUILDING/STRUCTU	3.60	10101030144044010	INV# 369994	FEB2024
01	114126	RECORD'S ACE & RENTAL SHOP	03/11/2024	255.58	MAINTENANCE-BUILDING/STRUCTU	13.78	10101030144044010	INV# 370015	FEB2024
01	114126	RECORD'S ACE & RENTAL SHOP	03/11/2024	255.58	MAINTENANCE-BUILDING/STRUCTU	40.45	10101030144044010	INV# 369986	FEB2024
01	114126	RECORD'S ACE & RENTAL SHOP	03/11/2024	255.58	MAINTENANCE-BUILDING/STRUCTU	42.57	10101030144044010	INV# 369932	FEB2024
01	114126	RECORD'S ACE & RENTAL SHOP	03/11/2024	255.58	MAINTENANCE-BUILDING/STRUCTU	63.92	10101030144044010	INV# 369941	FEB2024
01	114127	ALPINE LUMBER COMPANY	03/11/2024	92.43	MAINTENANCE-BUILDING/STRUCTU	76.44	10101030144044010	INV# 52288342	FEBRUARY2024
01	114127	ALPINE LUMBER COMPANY	03/11/2024	92.43	MAINTENANCE-BUILDING/STRUCTU	15.99	10101030144044010	INV# 52288592	FEBRUARY2024
01	114128	BURCO CHEMICAL & SUPPLY, INC.	03/11/2024	341.75	JANITORIAL SUPPLIES	179.25	10101030146046005	INV# 33548	FEBRUARY2024
01	114128	BURCO CHEMICAL & SUPPLY, INC.	03/11/2024	341.75	MAINTENANCE-BUILDING/STRUCTU	162.50	10101030144044010	INV# 33590	FEBRUARY2024
01	114129	RATON PUBLIC SERVICE COMPANY	03/11/2024	797.00	UTILITIES	797.00	10101030147047160	INSTALL SEC.LIGHT POLE	301049
01	114129	RATON PUBLIC SERVICE COMPANY	03/11/2024	797.00	UTILITIES		10101030147047160	COURTHOUSE	301049
01	114130	RATON UTILITIES	03/11/2024	15253.47	UTILITIES	184.49	20904190247047160	ACCT#10-0180-01 RAPID RESPONSE	1/2/2024
01	114130	RATON UTILITIES	03/11/2024	15253.47	UTILITIES	1751.26	10101030147047160	ACCT# 10-0720-00 COURTHOUSE	1/2/2024
01	114130	RATON UTILITIES	03/11/2024	15253.47	UTILITIES	13.37	10101030147047160	ACCT# 10-0725-00 GARAGE	1/2/2024
01	114130	RATON UTILITIES	03/11/2024	15253.47	UTILITIES	953.34	10101030147047160	ACCT# 10-0760-01 DIST ATTORNEY	1/2/2024
01	114130	RATON UTILITIES	03/11/2024	15253.47	UTILITIES	79.45	10101030147047160	ACCT# 15-0885-00 RODEO GROUND	1/2/2024
01	114130	RATON UTILITIES	03/11/2024	15253.47	UTILITIES	125.14	10101030147047160	ACCT# 16-0145-00 RAPID RESPONSE	1/2/2024
01	114130	RATON UTILITIES	03/11/2024	15253.47	UTILITIES	520.91	10101030147047160	ACCT# 36-1770-01 COLFAX	1/2/2024
01	114130	RATON UTILITIES	03/11/2024	15253.47	UTILITIES	357.72	10101030147047160	ACCT# 36-1780-00 HEALTH OFFICE	1/2/2024
01	114130	RATON UTILITIES	03/11/2024	15253.47	UTILITIES	38.72	10101030147047160	ACCT# 48-0360-00 ROAD DEPT	1/2/2024
01	114130	RATON UTILITIES	03/11/2024	15253.47	UTILITIES	6958.92	10101030147047160	ACCT#48-1715-00 VMDC	1/2/2024
01	114130	RATON UTILITIES	03/11/2024	15253.47	UTILITIES	1484.71	10101030147047160	ACCT# 48-1730-00 VMDC	1/2/2024
01	114130	RATON UTILITIES	03/11/2024	15253.47	UTILITIES	2514.54	10101030147047160	ACCT# 48-2126-00 JUDICIAL CENTER	1/2/2024
01	114130	RATON UTILITIES	03/11/2024	15253.47	UTILITIES	32.08	10101030147047160	ACCT# 60-0900-00 SHERIFF	1/2/2024
01	114130	RATON UTILITIES	03/11/2024	15253.47	UTILITIES	16.04	10101030147047160	ACCT# 60-0905-00 COLFAX	1/2/2024
01	114130	RATON UTILITIES	03/11/2024	15253.47	UTILITIES	13.89	10101030147047160	ACCT# 60-0915-00 ROAD DEPT	1/2/2024
01	114130	RATON UTILITIES	03/11/2024	15253.47	UTILITIES	32.08	10101030147047160	ACCT# 60-2070-00 HEALTH OFFICE	1/2/2024
01	114130	RATON UTILITIES	03/11/2024	15253.47	UTILITIES	32.08	10101030147047160	ACCT# 60-4310-01 COUNTY	1/2/2024
01	114130	RATON UTILITIES	03/11/2024	15253.47	UTILITIES	144.73	10101030147047160	ACCT# 10-0710-01 333 SAVAGE	1/02/2024
01	114131	AMADEO SOTO	03/11/2024	5954.19	IT SERVICES/SUPPLIES	5954.19	10101010145045060	IT SERVICES 2/1-2/29/2024	342024
01	114132	TENELLE MARIE PHILLIPS	03/11/2024	900.00	PROFESSIONAL SERVICES	900.00	22306260245045030	INTENSIVE OUTPATIENT TREATMEN	3/1/2024
01	114132	TENELLE MARIE PHILLIPS	03/11/2024	900.00	PROFESSIONAL SERVICES		22306260245045030	PROGRAM 3/1-3/10/2024	3/1/2024

01	114133	FLEET FUELING	03/11/2024	15830.16	VEHICLE FUEL	497.01	50106020443043040	SOLID WASTE	95594379
01	114133	FLEET FUELING	03/11/2024	15830.16	VEHICLE FUEL	182.75	20304850143043040	ASSESSORS	95594379
01	114133	FLEET FUELING	03/11/2024	15830.16	VEHICLE FUEL	357.48	20904100243043040	MORENO VALLEY	95594379
01	114133	FLEET FUELING	03/11/2024	15830.16	VEHICLE FUEL	99.00	20904240243043040	VERMEJO	95594379
01	114133	FLEET FUELING	03/11/2024	15830.16	VEHICLE FUEL	381.78	20904190243043040	RAPID RESPONSE	95594379
01	114133	FLEET FUELING	03/11/2024	15830.16	VEHICLE FUEL	225.40	20904180243043040	FIRE MARSHAL	95594379
01	114133	FLEET FUELING	03/11/2024	15830.16	VEHICLE FUEL	256.70	10101030143043040	MAINTENANCE	95594379
01	114133	FLEET FUELING	03/11/2024	15830.16	VEHICLE FUEL	659.34	10101180143043040	EMERGENCY MANAGEMENT	95594379
01	114133	FLEET FUELING	03/11/2024	15830.16	VEHICLE FUEL	48.01	10101020143043040	MANAGER	95594379
01	114133	FLEET FUELING	03/11/2024	15830.16	VEHICLE FUEL	6070.55	20404020443043040	ROAD	95594379
01	114133	FLEET FUELING	03/11/2024	15830.16	VEHICLE FUEL	-41.83	20404020443043040	REBATE	95594379
01	114133	FLEET FUELING	03/11/2024	15830.16	VEHICLE FUEL	6890.97	10101080243043040	SHERIFF	95594379
01	114133	FLEET FUELING	03/11/2024	15830.16	VEHICLE FUEL	203.00	10101090243043040	VMDC	95594379
01	114134	COLFAX COUNTY SENIOR COMPAN	03/11/2024	3333.33	SENIOR COMPANIONS	3333.33	10101100147047539	1 DAY TRANSPORTATION PROVIDED	10-2080
01	114134	COLFAX COUNTY SENIOR COMPAN	03/11/2024	3333.33	SENIOR COMPANIONS		10101100147047539	OR AVAILABLE	10-2080
01	114135	KCRT/KBKZ PHILLIPS BROADCASTIN	03/11/2024	908.00	PRINTING/PUBLISHING	908.00	21403960147047080	RADIO BROADCASTING-KCRT	3/11/24
01	114136	SYSCO FOOD SRVC OF NM, LLC	03/11/2024	4148.93	FEEDING OF PRISONERS	1177.61	20104110247047022	INV# 366771805	FEBRUARY-24
01	114136	SYSCO FOOD SRVC OF NM, LLC	03/11/2024	4148.93	FEEDING OF PRISONERS	1360.25	20104110247047022	INV# 366780435	FEBRUARY-24
01	114136	SYSCO FOOD SRVC OF NM, LLC	03/11/2024	4148.93	FEEDING OF PRISONERS	1611.07	20104110247047022	INV# 366791203	MARCH2024
01	114137	US FOODS, INC	03/11/2024	2669.56	FEEDING OF PRISONERS	1479.80	20104110247047022	INV# 5589604	FEB24
01	114137	US FOODS, INC	03/11/2024	2669.56	FEEDING OF PRISONERS	1189.76	20104110247047022	INV#5769210	MARCH2024
01	114138	BIMBO BAKERIES USA, INC	03/11/2024	285.00	FEEDING OF PRISONERS	150.00	20104110247047022	INV# 5363	FEB24
01	114138	BIMBO BAKERIES USA, INC	03/11/2024	285.00	FEEDING OF PRISONERS	135.00	20104110247047022	INV# 5435	MARCH2024
01	114139	SUPER SAVE	03/11/2024	37.83	FEEDING OF PRISONERS	5.04	20104110247047022	REF# 240227-157-1-1-5	FEB24
01	114139	SUPER SAVE	03/11/2024	37.83	FEEDING OF PRISONERS	8.30	20104110247047022	REF# 240305-88-1-1-6	MARCH2024
01	114139	SUPER SAVE	03/11/2024	37.83	FEEDING OF PRISONERS	24.49	20104110247047022	REF# 240305-192-2-2-11	MARCH2024
01	114140	F & C SAWAYA WHOLESALE CO	03/11/2024	855.20	COMMISSARY	593.60	20104110247047023	INV# 103635	FEB2024
01	114140	F & C SAWAYA WHOLESALE CO	03/11/2024	855.20	COMMISSARY	261.60	20104110247047023	INV# 103786	FEB2024
01	114141	INTEGRATIVE PSYCHIATRY, LLC	03/11/2024	2650.00	MEDICAL CARE	2650.00	20104110247047024	INV# 20	MARCH2024
01	114142	MESA TIRE INC	03/11/2024	163.00	MAINTENANCE-EQUIPMENT	163.00	20404020444044050	INV# 78088	FEB2024
01	114143	MESA PHARMACY	03/11/2024	803.94	PHARMACY	253.34	20104110247047025	INV# 465701	FEBRUARY2024
01	114143	MESA PHARMACY	03/11/2024	803.94	PHARMACY	48.81	20104110247047025	INV# 466025	FEBRUARY2024
01	114143	MESA PHARMACY	03/11/2024	803.94	PHARMACY	36.29	20104110247047025	INV# 466460	FEBRUARY2024
01	114143	MESA PHARMACY	03/11/2024	803.94	PHARMACY	17.08	20104110247047025	INV# 466709	FEBRUARY2024
01	114143	MESA PHARMACY	03/11/2024	803.94	PHARMACY	10.39	20104110247047025	INV# 467051	FEBRUARY2024
01	114143	MESA PHARMACY	03/11/2024	803.94	PHARMACY	30.00	20104110247047025	INV# 467187	FEBRUARY2024
01	114143	MESA PHARMACY	03/11/2024	803.94	PHARMACY	113.01	20104110247047025	INV# 467357	FEBRUARY2024
01	114143	MESA PHARMACY	03/11/2024	803.94	PHARMACY	105.47	20104110247047025	INV# 467881	FEBRUARY2024
01	114143	MESA PHARMACY	03/11/2024	803.94	PHARMACY	189.55	20104110247047025	INV# 468109	FEBRUARY2024
01	114144	N.M. TAXATION & REVENUE DEPT	03/11/2024	559.91	GROSS RECEIPTS TAX	559.91	50106020447047410	FEB2024 GRT	29FEB2024
01	114144	N.M. TAXATION & REVENUE DEPT	03/11/2024	559.91	GROSS RECEIPTS TAX		50106020447047410	01505493004-GGR	29FEB2024
01	114145	ABRAHAM BALSAMO & CO	03/11/2024	21401.59	MEDICAL CARE	20108.67	20104110247047024	FEB2024 CONTRACT SERVICES	FEBRUARY2024
01	114145	ABRAHAM BALSAMO & CO	03/11/2024	21401.59	MEDICAL CARE	1292.92	20104110247047024	FEB2024MAT SERVICES	FEBRUARY2024
01	114146	COLFAX COUNTY SENIOR CENTER,	03/11/2024	10350.00	SENIOR CITIZENS PROGRAMS	10350.00	10101110147047541	FEB2024 SERVICE REIMB	FEBRUARY2024
01	114147	NM DEPARTMENT OF HEALTH	03/11/2024	65.00	EMPLOYEE TRAINING	65.00	10101080247047040	BREATH ALCOHOL SECTION TRAINI	20240664
01	114147	NM DEPARTMENT OF HEALTH	03/11/2024	65.00	EMPLOYEE TRAINING		10101080247047040	DEPUTY SIMPSON	20240664
01	114148	STERICYCLE, INC.	03/11/2024	98.54	PROFESSIONAL SERVICES	98.54	10101090245045030	MEDICAL WASTE REMOVAL	8006317100
01	114149	MASON & ISAACSON, P.A.	03/11/2024	259.35	ATTORNEY FEES	259.35	10101010145045020	FEBRUARY2024 LEGAL SERVICES	39399
01	114150	SPC LEASING CO, INC	03/11/2024	174.56	EQUIPMENT LEASE AGREEMENT	174.56	10101090247047125	VIGIL MALDONADO 2/24/24-3/24/24	1785863
01	114151	TRIADIC ENTERPRISES, INC.	03/11/2024	2900.56	IT SERVICES/SUPPLIES	2900.56	10101010145045060	CONTRACT LEASE AGREEMENT	10884382306
01	114152	SUBURBAN PROPANE, L.P.	03/11/2024	3738.95	UTILITIES	443.34	20904050247047160	ACCT#7887-001149FRENCH TRACT	20212024
01	114152	SUBURBAN PROPANE, L.P.	03/11/2024	3738.95	UTILITIES	802.95	20904100247047160	ACCT# 7887-003773 MORENO VALLE	20212024
01	114152	SUBURBAN PROPANE, L.P.	03/11/2024	3738.95	UTILITIES	2492.66	20904100247047160	ACCT# 7887-003773 MORENO VALLE	20212024
01	114153	CENTURY LINK	03/11/2024	794.61	TELEPHONE	92.84	20904100247047150	575-377-2700 BLACK LAKE	FEB252024
01	114153	CENTURY LINK	03/11/2024	794.61	TELEPHONE	162.48	20904100247047150	575-377-3001 VAL VERDE	FEB252024

01	114153	CENTURY LINK	03/11/2024	794.61	TELEPHONE	229.66	10101020147047150	333578418 COLFAX COUNTY	FEB252024
01	114153	CENTURY LINK	03/11/2024	794.61	TELEPHONE	135.74	20904050247047150	334011804 FRENCH TRACK	FEB252024
01	114153	CENTURY LINK	03/11/2024	794.61	TELEPHONE	84.13	20904060247047150	333844524 MIAMI	FEB252024
01	114153	CENTURY LINK	03/11/2024	794.61	TELEPHONE	89.76	20904100247047150	333740622 MORENO VALLEY	FEB252024
01	114154	SIERRA COMMUNICATIONS, INC	03/11/2024	4809.93	TELEPHONE	4719.21	10101020147047150	ACCT#1920 COLFAX	MARCH12024
01	114154	SIERRA COMMUNICATIONS, INC	03/11/2024	4809.93	TELEPHONE	90.72	20904180247047150	ACCT# TAX BOARD	MARCH12024
01	114155	TRI STATE RECYCLE, LLC	03/11/2024	37581.10	SOLID WASTE DISPOSAL	30530.00	50106020445045040	DUMPSTER PICKUP	19904.01
01	114155	TRI STATE RECYCLE, LLC	03/11/2024	37581.10	SOLID WASTE DISPOSAL	7051.10	50106020445045040	ROLLOFF/DISPOSAL	20886
01	114156	RATON NATURAL GAS CO	03/11/2024	6832.02	UTILITIES	2093.97	10101030147047160	VMDC	1/11/2024
01	114156	RATON NATURAL GAS CO	03/11/2024	6832.02	UTILITIES	1200.57	10101030147047160	JUDICIAL CENTER	1/11/2024
01	114156	RATON NATURAL GAS CO	03/11/2024	6832.02	UTILITIES	350.15	10101030147047160	FIELD OFFICE	1/11/2024
01	114156	RATON NATURAL GAS CO	03/11/2024	6832.02	UTILITIES	199.75	10101030147047160	COLFAX	1/11/2024
01	114156	RATON NATURAL GAS CO	03/11/2024	6832.02	UTILITIES	379.77	10101030147047160	FIRE MARSHAL	1/11/2024
01	114156	RATON NATURAL GAS CO	03/11/2024	6832.02	UTILITIES	192.35	10101030147047160	CLERKS	1/11/2024
01	114156	RATON NATURAL GAS CO	03/11/2024	6832.02	UTILITIES	2415.46	10101030147047160	COURTHOUSE	1/11/2024
01	114157	RATON FIRE & EMERGENCY SERVICE	03/11/2024	12190.00	COUNTYWIDE MEDICAL PROGRAM	12190.00	20908020647047561	REIMB: PURCHASE OF AMBULANCE	FEB22, 2024
01	114158	N.M. HUMAN SERVICES DEPT - MED	03/11/2024	73692.55	COUNTY SUPPORTED MEDICAID	73692.55	22005500147047180	3RD QTR COUNTY SUPPORTED	3/11/2024
01	114158	N.M. HUMAN SERVICES DEPT - MED	03/11/2024	73692.55	COUNTY SUPPORTED MEDICAID		22005500147047180	MEDICAID FUND	3/11/2024
04	3361	FLEET FUELING	03/11/2024	90.00	VEHICLE FUEL	90.00	50206050443043040	AIRPORT	95594379
01	114159	RIMON, P.C.	03/12/2024	8119.23	ATTORNEY FEES	7677.97	10101010145045020	FEBRUARY 2024 LEGAL FEES	187813
01	114159	RIMON, P.C.	03/12/2024	8119.23	ATTORNEY FEES	441.26	10101010145045020	FEBRUARY2024 PERSONNEL MATTE	187814
01	114160	ARTHUR REGIONAL LANDFILL, INC	03/12/2024	3816.54	SOLID WASTE DISPOSAL	3816.54	50106020445045040	FEBRUARY/24 SOLID WASTE DISPOS	FEBRUARY24
01	114161	RED HAWK FIRE & SECURITY	03/12/2024	1611.33	PROFESSIONAL SERVICES	658.74	10101030145045030	JUDICIAL CENTER 2/15-3/14/24	153955239
01	114161	RED HAWK FIRE & SECURITY	03/12/2024	1611.33	PROFESSIONAL SERVICES	660.43	10101030145045030	VMDC 2/15-3/14/24	153955240
01	114161	RED HAWK FIRE & SECURITY	03/12/2024	1611.33	PROFESSIONAL SERVICES	292.16	10101030145045030	COURTHOUSE 2/13/14/24	153955241
01	114162	CONCHA MONTANO	03/12/2024	7142.86	PROFESSIONAL SERVICES	7142.86	22306260245045030	PROFESSIONAL EVALUATION SERV	FEB28, 2024
01	114163	KIT CARSON TELECOM	03/12/2024	238.46	TELEPHONE	63.24	10101080247047150	ACCT# 2186964 SHERIFF'S DEPT	MARCH12024
01	114163	KIT CARSON TELECOM	03/12/2024	238.46	TELEPHONE	175.22	20904080247047150	ACCT# 1182119 UTE PARK FD	MARCH12024
01	114164	TRANSUNION RISK & ALTERNATIVE	03/12/2024	163.00	SUBSCRIPTION AND DUES	163.00	10101080247047140	FEBRUARY2024 ACCT# 761598	202402-1
01	114165	KIT CARSON ELECTRIC COOP, INC.	03/12/2024	129.22	UTILITIES	129.22	20904080247047160	METER# 5541516 HUMMINGBIRD LA	12/19/23
01	114166	RAY'S CAR WASH INC	03/12/2024	288.56	MAINTENANCE-EQUIPMENT	115.38	20404020444044050	CARD# 249202 ROAD	FEB2024
01	114166	RAY'S CAR WASH INC	03/12/2024	288.56	MAINTENANCE-VEHICLE	84.19	10101080244044045	CARD# 249203 SHERIFF	FEB2024
01	114166	RAY'S CAR WASH INC	03/12/2024	288.56	MAINTENANCE-VEHICLE	30.53	10101080244044045	CARD# 249204 SHERIFF	FEB2024
01	114166	RAY'S CAR WASH INC	03/12/2024	288.56	MAINTENANCE-VEHICLE	32.07	10101060144044045	CARD# 160698 ASSESSORS	FEB2024
01	114166	RAY'S CAR WASH INC	03/12/2024	288.56	MAINTENANCE-VEHICLE	26.39	50106020444044045	CARD# 249271 SOLID WASTE	FEB2024
01	114167	CITY OF RATON	03/12/2024	6250.00	DISPATCH AGREEMENT	4687.53	10101080245045005	SHERIFF'S OFFICE	FEB2024
01	114167	CITY OF RATON	03/12/2024	6250.00	DISPATCH AGREEMENT	223.21	20904050245045005	FRENCH TRACT	FEB2024
01	114167	CITY OF RATON	03/12/2024	6250.00	DISPATCH AGREEMENT	223.21	20904060245045005	MIAMI	FEB2024
01	114167	CITY OF RATON	03/12/2024	6250.00	DISPATCH AGREEMENT	223.21	20904070245045005	FARLEY	FEB2024
01	114167	CITY OF RATON	03/12/2024	6250.00	DISPATCH AGREEMENT	223.21	20904080245045005	UTE PARK	FEB2024
01	114167	CITY OF RATON	03/12/2024	6250.00	DISPATCH AGREEMENT	223.21	20904090245045005	PHILMONT	FEB2024
01	114167	CITY OF RATON	03/12/2024	6250.00	DISPATCH AGREEMENT	223.21	20904190245045005	RAPID RESPONSE	FEB2024
01	114167	CITY OF RATON	03/12/2024	6250.00	DISPATCH AGREEMENT	223.21	20904240245045005	VERMEJO	FEB2024
01	114168	ULIBARRI CONSULTING, LLC	03/12/2024	2000.00	PROFESSIONAL SERVICES	2000.00	21804120245045030	HOME VISITING GRANT FEB2024	FEBFY24
01	114169	CONNECTWISE LLC	03/12/2024	810.03	IT SERVICES/SUPPLIES	433.03	10101010145045060	MARCH2024	1079866
01	114169	CONNECTWISE LLC	03/12/2024	810.03	IT SERVICES/SUPPLIES	377.00	10101010145045060	DECEMBER 2023	747220
01	114170	SPC OFFICE PRODUCTS, INC.	03/12/2024	1306.23	SUPPLIES	50.84	10101060146046001	CASIO PRINTING CALCULATOR-RICH	1786269
01	114170	SPC OFFICE PRODUCTS, INC.	03/12/2024	1306.23	SUPPLIES		10101060146046001	ASSESSOR'S OFFICE	1786269
01	114170	SPC OFFICE PRODUCTS, INC.	03/12/2024	1306.23	EQUIPMENT LEASE AGREEMENT	174.56	10101090247047125	VMDC 1/24/24-2/24/24	1781734
01	114170	SPC OFFICE PRODUCTS, INC.	03/12/2024	1306.23	EQUIPMENT LEASE AGREEMENT	1080.83	10101090247047125	VMDC 2/24/2024	1785718
01	114171	KRISTIN TRUJILLO	03/12/2024	339.08	PER DIEM	92.80	21804120243043020	ACTUAL: 2/15/24 CLAYTON, NM	2/15/2024
01	114171	KRISTIN TRUJILLO	03/12/2024	339.08	PER DIEM		21804120243043020	HOME VISIT	2/15/2024
01	114171	KRISTIN TRUJILLO	03/12/2024	339.08	PER DIEM	94.31	21804120243043020	ACTUAL: 2/26/24 CLAYTON, NM	2/15/2024
01	114171	KRISTIN TRUJILLO	03/12/2024	339.08	PER DIEM		21804120243043020	HOME VISIT	2/15/2024
01	114171	KRISTIN TRUJILLO	03/12/2024	339.08	PER DIEM	30.06	21804120243043020	ACTUAL: 2/27/24 CLAYTON, NM	2/15/2024



01	114171	KRISTIN TRUJILLO	03/12/2024	339.08	PER DIEM		21804120243043020	MAXWELL, NM	2/15/2024
01	114171	KRISTIN TRUJILLO	03/12/2024	339.08	PER DIEM	121.91	21804120243043020	ACTUAL:2/29/24CLAYTON/SEDAN,NM	2/15/2024
01	114171	KRISTIN TRUJILLO	03/12/2024	339.08	PER DIEM		21804120243043020	HOME VISIT-SS,AS,RW	2/15/2024
01	114172	THOMAS VIGIL	03/12/2024	670.00	PER DIEM	670.00	10101180143043020	ACTUAL:2/19-2/23/24 PHOENIX,AZ	2/19/2024
01	114172	THOMAS VIGIL	03/12/2024	670.00	PER DIEM		10101180143043020	SW AREA COORDINATING GROUP C	2/19/2024
01	114173	WITMER ASSOCIATES	03/12/2024	795.61	CLOTHING ALLOWANCE	310.70	20904180246046045	COLD WEATHER SAFTY JACKET 4X	419945
01	114173	WITMER ASSOCIATES	03/12/2024	795.61	CLOTHING ALLOWANCE	25.66	20904180246046045	TAX ON LABOR TO CUTOMIZE	419945
01	114173	WITMER ASSOCIATES	03/12/2024	795.61	CLOTHING ALLOWANCE	58.50	20904180246046045	BADGE HOLDER	420882
01	114173	WITMER ASSOCIATES	03/12/2024	795.61	CLOTHING ALLOWANCE	163.35	20904180246046045	BADGE "FIRE MARSHAL' CUSTOM	420882
01	114173	WITMER ASSOCIATES	03/12/2024	795.61	CLOTHING ALLOWANCE	18.32	20904180246046045	TAX ON LABOR TO CUTOMIZE	420882
01	114173	WITMER ASSOCIATES	03/12/2024	795.61	CLOTHING ALLOWANCE	193.50	20904180246046045	RED BACK STATION BOOT	406865
01	114173	WITMER ASSOCIATES	03/12/2024	795.61	CLOTHING ALLOWANCE	25.58	20904180246046045	FREIGHT	406865
01	114174	THE FIRE STORE	03/12/2024	320.81	SUPPLIES	278.90	20904180246046001	FLEX BADGE	428431
01	114174	THE FIRE STORE	03/12/2024	320.81	SUPPLIES	41.91	20904180246046001	FREIGHT/TAX	428431
01	114175	TILLERY CHEVROLET GMC, INC	03/12/2024	88871.00	CAPITAL OUTLAY -VEHICLES	88871.00	20904180248048070	2024 CHEV SUBURBAN 4WD 4DR HI	6029
01	114175	TILLERY CHEVROLET GMC, INC	03/12/2024	88871.00	CAPITAL OUTLAY -VEHICLES		20904180248048070	COUNTRY	6029
01	114175	TILLERY CHEVROLET GMC, INC	03/12/2024	88871.00	CAPITAL OUTLAY -VEHICLES		20904180248048070	CES# 2020-31A-C104-ALL	6029
01	114176	ZEIGLER GEOLOGIC CONSULTING, I	03/12/2024	34667.66	CAP OUTLAY-LEGIS APPROP, COUN	34667.66	21804720148048092	WATER LEVEL MEASUREMENTS/SAI	ZGC2024004
01	114176	ZEIGLER GEOLOGIC CONSULTING, I	03/12/2024	34667.66	CAP OUTLAY-LEGIS APPROP, COUN		21804720148048092	FIELD MAPPING/RANGLE CONSERVA	ZGC2024004
01	114176	ZEIGLER GEOLOGIC CONSULTING, I	03/12/2024	34667.66	CAP OUTLAY-LEGIS APPROP, COUN		21804720148048092	PROJECT-GROUND WATER MONITO	ZGC2024004
01	114177	MUNICIPAL EMERGENCY SERVICES	03/12/2024	46021.00	SUPPLIES	46021.00	20904190246046001	REFERENCE PO # 61311	1976380
01	114178	CITY OF RATON	03/12/2024	825.00	SUPPLIES	825.00	21804210646046001	RENTAL OF CONVENTION CENTER	3122024
01	114178	CITY OF RATON	03/12/2024	825.00	SUPPLIES		21804210646046001	FOR HEALTH EVENT	3122024
04	3362	SUBURBAN PROPANE, L.P.	03/12/2024	2064.27	UTILITIES	2064.27	50206050447047160	ACCT#7887-003260 AF AIRPORT	2/23/2024
04	3363	CENTURY LINK	03/12/2024	453.45	TELEPHONE	304.58	50206050447047150	575-377-3171 AF AIRPORT	FEB2524
04	3363	CENTURY LINK	03/12/2024	453.45	TELEPHONE	73.45	50206050447047150	334079224 AF AIRPORT	FEB2524
04	3363	CENTURY LINK	03/12/2024	453.45	TELEPHONE	75.42	50206050447047150	333908645 AF AIRPORT	FEB2524
04	3364	DBT TRANSPORTATION SERVICES,	03/12/2024	1100.00	AWOS MAINTENANCE	1100.00	50206050445045035	ANNUAL CONTRACT RENEWL	2553232
04	3364	DBT TRANSPORTATION SERVICES,	03/12/2024	1100.00	AWOS MAINTENANCE		50206050445045035	3/2/2024-3/1/2025	2553232
04	3365	CITY SERVICE VALCON, LLC	03/12/2024	30.00	AVIATION FUEL	30.00	50206050447047300	TRML MAINT FEE	W212789
04	3366	VILLAGE OF ANGEL FIRE	03/12/2024	198.11	UTILITIES	198.11	50206050447047160	ACCT# 01-001040-01	1/20/2024
04	3367	N.M. TAXATION & REVENUE DEPT	03/12/2024	383.30	GROSS RECEIPTS TAX	383.30	50206050447047410	ANGEL FIRE AIRPORT FEB2024	FEB2024
04	3367	N.M. TAXATION & REVENUE DEPT	03/12/2024	383.30	GROSS RECEIPTS TAX		50206050447047410	GRT-01505493004	FEB2024
08	105	TERRALOGIC DOCUMENT SYSTEM,	03/12/2024	73150.04	COLFAX COUNTY PROJECTS	73150.04	26006180148048087	DOC CONVERSION REF PO#61483	136408
01	114192	INTERNATIONAL BANK	03/15/2024	317267.68	TREASURER ACCT FNB CASH	317267.68	10100000110010104	TRANSFER PAYROLL ENDING 03152	
01	114193	INTERNATIONAL BANK	03/15/2024	730.29	TREASURER ACCT FNB CASH	730.29	10100000110010104	TRANSFER PAYROLL ENDING 03152	
04	3368	INTERNATIONAL BANK	03/15/2024	2750.10	TREASURER ACCT FNB CASH	2750.10	10100000110010104	TRANSFER PAYROLL ENDING 03152	
01	114197	INTERNATIONAL BANK	03/18/2024	971.68	TREASURER ACCT FNB CASH	971.68	10100000110010104	TRANSFER PAYROLL ENDING 03182	
01	114198	AMADEO SOTO	03/21/2024	170.43	IT SERVICES/SUPPLIES	170.43	10101010145045060	ZOOM ONE PRO ANNUAL SUBSCRIP	
01	114199	AMERICAN EAGLE ELEVATOR LLC	03/21/2024	1607.64	PROFESSIONAL SERVICES	1607.64	10101030145045030	QTRLY ELEVATOR SERVICE:DEC23,	13397
01	114199	AMERICAN EAGLE ELEVATOR LLC	03/21/2024	1607.64	PROFESSIONAL SERVICES		10101030145045030	JAN24,FEB24	13397
01	114200	APIC SOLUTIONS, INC	03/21/2024	1642.31	INVENTORY	1642.31	10101080246246020	E-BAND RESTRICTOR ARM/ANKLE	16275
01	114200	APIC SOLUTIONS, INC	03/21/2024	1642.31	INVENTORY		10101080246246020	ON/OFF REMOTE ACTIVATION	16275
01	114200	APIC SOLUTIONS, INC	03/21/2024	1642.31	INVENTORY		10101080246246020	TRAINING / FREIGHT	16275
01	114201	ARTESIA FIRE EQUIPMENT, INC.	03/21/2024	551.50	MAINTENANCE-EQUIPMENT	274.75	20904080244044050	25X50 PEN AMERICAN FIRE HOSE	82198
01	114201	ARTESIA FIRE EQUIPMENT, INC.	03/21/2024	551.50	MAINTENANCE-EQUIPMENT	226.75	20904080244044050	15X50 PEN AMERICAN FIRE HOSE	82198
01	114201	ARTESIA FIRE EQUIPMENT, INC.	03/21/2024	551.50	MAINTENANCE-EQUIPMENT	50.00	20904080244044050	SHIPPING	82198
01	114202	AUTOMATED CONTROL SYSTEMS, II	03/21/2024	4225.36	PROFESSIONAL SERVICES	2112.68	10101090245045030	HVAC SYSTEM-PREVENATIVE MAINT	224025-M1
01	114202	AUTOMATED CONTROL SYSTEMS, II	03/21/2024	4225.36	PROFESSIONAL SERVICES	2112.68	10101080245045030	HVAC SYSTEM-PREVENATIVE MAINT	224026-M1
01	114203	BOUND TREE MEDICAL LLC	03/21/2024	795.55	SAFETY EQUIPMENT	795.55	10101030146046030	DEFIB PADS/BATTERIES HEARTSTA	85266939
01	114204	BUSINESS RADIO LICENSING	03/21/2024	115.00	PROFESSIONAL SERVICES	115.00	10101090245045030	CALL SIGN: KVT809	3/20/2024
01	114205	CARQUEST RATON	03/21/2024	338.13	MAINTENANCE-VEHICLE	312.34	20904070244044045	MEGATRON BATTERY/ FARLEY F-55	434785
01	114205	CARQUEST RATON	03/21/2024	338.13	MAINTENANCE-VEHICLE	25.79	20904070244044045	NO CORE CHARGE	434785
01	114206	CASCADE FIRE EQUIPMENT CO.	03/21/2024	824.79	SUPPLIES	12.00	20904480246046001	FILTER H.S.	7098
01	114206	CASCADE FIRE EQUIPMENT CO.	03/21/2024	824.79	SUPPLIES	795.00	20904480246046001	KESTREL/WIND METER	7098



01	114206	CASCADE FIRE EQUIPMENT CO.	03/21/2024	824.79	SUPPLIES	17.79	20904480246046001	SHIPPING	7098
01	114206	CASCADE FIRE EQUIPMENT CO.	03/21/2024	824.79	SUPPLIES		20904480246046001	NOTE: JUSTIFICATION FORM ADDED	7098
01	114207	CDW GOVERNMENT INC	03/21/2024	974.16	INVENTORY	974.16	21403960146246020	HP LASERJET M480-LODGER'S TAX	P281810
01	114208	CENTURY LINK	03/21/2024	325.76	TELEPHONE	325.76	10101090247047150	575-445-0218 VMDC	MARCH12024
01	114209	CERTIFIED LABORATORIES	03/21/2024	307.95	JANITORIAL SUPPLIES	307.95	10101030146046005	TOILET BOWL CLEANER	8591965
01	114210	COLFAX COUNTY SENIOR CENTER	03/21/2024	10600.00	SENIOR CITIZENS PROGRAMS	10600.00	10101110147047541	JANUARY 2024 SERVICE REIMB	JANUARY2024
01	114211	CUNICO TIRE COMPANY INC	03/21/2024	45.16	SUPPLIES	30.00	50106020446046001	USED LIGHT TRUCK TIRE	60999
01	114211	CUNICO TIRE COMPANY INC	03/21/2024	45.16	SUPPLIES	14.00	50106020446046001	TRUCK MOUNT & BALANCE	60999
01	114211	CUNICO TIRE COMPANY INC	03/21/2024	45.16	SUPPLIES	1.16	50106020446046001	NM SALES TAX FOR LABOR	60999
01	114212	DIRECTV LLC	03/21/2024	172.64	CARE OF PRISONERS	172.64	20104110247047020	ACCT# 4637862	240302
01	114213	FAMILY HEALTH FAIR COMMITTEE	03/21/2024	25.00	SUBSCRIPTION AND DUES	25.00	22306250247047140	BOOTH SPACE AT 2024 HEALTH FAIR	3/20/2024
01	114214	J'S HOOD CLEANING SERVICES	03/21/2024	610.00	PROFESSIONAL SERVICES	610.00	20104110245045030	HOOD CLEANING IN VMDC KITCHEN	2024-1-0088
01	114215	JAMES R SANCHEZ	03/21/2024	915.00	SUPPLIES	915.00	20904440246046001	REIMB:MEALS FOR FF MEETING/TRN	3/7/2024
01	114216	JOHN DEERE CREDIT	03/21/2024	5760.73	EQUIPMENT LEASE AGREEMENT	1124.21	20404020447047125	ACCT# 030-0072147-000	2887135
01	114216	JOHN DEERE CREDIT	03/21/2024	5760.73	EQUIPMENT LEASE AGREEMENT	4636.52	20404020447047125	030-0077032-000	2890619
01	114217	JUSTINE MASCARENAS	03/21/2024	250.00	REFUNDS AND REIMBURSEMENTS	250.00	10101010147047004	EVENT CENTER RENTAL REIMB	3/2/2024
01	114218	K-BOB'S	03/21/2024	1350.00	SUPPLIES	1350.00	21804210646046001	MENTAL HEALTH BRUNCH/100 PEOPLE	3/20/2024
01	114219	KIT CARSON ELECTRIC COOP, INC.	03/21/2024	887.96	UTILITIES	310.87	20904100247047160	METER# 24862 FIRESTATION	1/3/2024
01	114219	KIT CARSON ELECTRIC COOP, INC.	03/21/2024	887.96	UTILITIES	180.75	10101030147047160	METER#65032331 DEEP TUNNEL TR	1/3/2024
01	114219	KIT CARSON ELECTRIC COOP, INC.	03/21/2024	887.96	UTILITIES	62.66	20904100247047160	METER# 3775 ASPEN FIRESTATION	1/3/2024
01	114219	KIT CARSON ELECTRIC COOP, INC.	03/21/2024	887.96	UTILITIES	66.44	20904100247047160	METER#86619543 PAM COLEMAN DR	1/3/2024
01	114219	KIT CARSON ELECTRIC COOP, INC.	03/21/2024	887.96	UTILITIES	57.00	20904100247047160	METER# 10650849 BLACK LAKE FIRE	1/3/2024
01	114219	KIT CARSON ELECTRIC COOP, INC.	03/21/2024	887.96	UTILITIES	173.98	10101030147047160	METER# 55797624 TOP OF MTN	1/3/2024
01	114219	KIT CARSON ELECTRIC COOP, INC.	03/21/2024	887.96	UTILITIES	36.26	10101030147047160	METER# 28148 BLINKING LIGHT	1/3/2024
01	114220	KIT CARSON TELECOM	03/21/2024	274.44	TELEPHONE	91.48	20904100247047150	ACCT# 1182819 JAN2024	JANUARY12024
01	114220	KIT CARSON TELECOM	03/21/2024	274.44	TELEPHONE	91.48	20904100247047150	ACCT# 1182819 FEB2024	JANUARY12024
01	114220	KIT CARSON TELECOM	03/21/2024	274.44	TELEPHONE	91.48	20904100247047150	ACCT# 1182819 MAR2024	JANUARY12024
01	114221	MIAMI DOMESTIC WATER USERS	03/21/2024	60.06	UTILITIES	60.06	20904060247047160	MIAMI VOLUNTEER FD ACCT# 129	3/20/2024
01	114222	MIKE VIGIL	03/21/2024	16.07	MAINTENANCE-EQUIPMENT	16.07	20904060244044050	REIMB:REPLACE BROKEN CORD ON	2/15/2024
01	114222	MIKE VIGIL	03/21/2024	16.07	MAINTENANCE-EQUIPMENT		20904060244044050	FLAG POLE	2/15/2024
01	114223	MINER'S COLFAX MEDICAL CENTER	03/21/2024	15189.00	INDIGENT CLAIMS - VMDC	3183.00	22005500147047202	ACCT# 6113177	3/20/2024
01	114223	MINER'S COLFAX MEDICAL CENTER	03/21/2024	15189.00	INDIGENT CLAIMS - VMDC	7020.00	22005500147047202	ACCT# 6111757	3/20/2024
01	114223	MINER'S COLFAX MEDICAL CENTER	03/21/2024	15189.00	INDIGENT CLAIMS - VMDC	3024.00	22005500147047202	ACCT# 6117314	3/20/2024
01	114223	MINER'S COLFAX MEDICAL CENTER	03/21/2024	15189.00	INDIGENT CLAIMS - VMDC	1962.00	22005500147047202	ACCT# 6118397	3/20/2024
01	114224	MONITORING AND RECOVERY SERV	03/21/2024	18426.00	INMATE HOUSING OFF-SITE	18426.00	20104110247047026	FEBRUARY 2024	2/1/2024
01	114225	MUNICIPAL EMERGENCY SERVICES	03/21/2024	236.00	SUPPLIES	236.00	20904190246046001	FIRE ARMOR GAUNTLET GLOVE	1984127
01	114226	N.M. COMMISSION OF PUBLIC	03/21/2024	47.25	RECORD BOOKS	47.25	10101040146046002	RECORDS STORAGE	7437
01	114227	N.M. DEPT OF INFORMATION TECH	03/21/2024	840.00	COUNTY REPEATER	210.00	22204150245045006	RADIO SERVICE NOV2023	11-23-46855
01	114227	N.M. DEPT OF INFORMATION TECH	03/21/2024	840.00	COUNTY REPEATER	210.00	22204150245045006	RADIO SERVICE DEC2023	12-23-47174
01	114227	N.M. DEPT OF INFORMATION TECH	03/21/2024	840.00	COUNTY REPEATER	210.00	22204150245045006	RADIO SERVICE JAN 2024	1-24-47497
01	114227	N.M. DEPT OF INFORMATION TECH	03/21/2024	840.00	COUNTY REPEATER	210.00	22204150245045006	RADIO SERVICES FEB2024	2-24-47821
01	114228	N.M. HUMAN SERVICES DEPARTMENT	03/21/2024	98256.73	SAFETY NET HEALTH CARE POOL	98256.73	22005500147047190	SAFETY NET CARE POOL 3RD QTR	3/20/2024
01	114229	PARADIGM LIAISON SERVICES, LLC	03/21/2024	250.00	REFUNDS AND REIMBURSEMENTS	250.00	10101010147047004	EVENT CENTER RENTAL REIMB	MARCH5,2024
01	114230	PHOENIX SUPPLY, LLC.	03/21/2024	1527.00	CARE OF PRISONERS	1527.00	20104110247047020	STACKABLE BUNK	33198
01	114231	PITNEY BOWES GLOBAL	03/21/2024	827.25	EQUIPMENT LEASE AGREEMENT	273.87	10101040147047125	ACCT# 17379276	1024922060
01	114231	PITNEY BOWES GLOBAL	03/21/2024	827.25	EQUIPMENT LEASE AGREEMENT	553.38	10101020147047125	ACCT# 12676322	3318494380
01	114232	PORTABLE MICROGRAPHICS, INC.	03/21/2024	59.54	RECORD BOOKS	59.54	10101040146046002	IMAGES TO MICROFILM	3901
01	114233	QUILL CORPORATION	03/21/2024	710.42	SUPPLIES	74.00	10101040146046001	OFFICE SUPPLIES	37426813
01	114233	QUILL CORPORATION	03/21/2024	710.42	SUPPLIES	636.42	10101040146046001	OFFICE SUPPLIES	37437044
01	114234	RECORD'S ACE & RENTAL SHOP	03/21/2024	269.99	SUPPLIES	269.99	20904090246046001	STIHL GAS POWERED BLOWER	369578
01	114235	RYAN K. ANDERSON DPM PC	03/21/2024	700.00	INDIGENT CLAIMS - VMDC	300.00	22005500147047202	ACCT# 13946686A	3/20/2024
01	114235	RYAN K. ANDERSON DPM PC	03/21/2024	700.00	INDIGENT CLAIMS - VMDC	400.00	22005500147047202	ACCT# 14050726A	3/20/2024
01	114236	SANTA FE COUNTY ADULT DETENT	03/21/2024	475.00	INMATE HOUSING OFF-SITE	475.00	20104110247047026	INMATE HOUSING FEB2024	COL2-2024
01	114237	SPRINGER ELECTRIC COOP INC.	03/21/2024	786.91	UTILITIES	56.01	20904070247047160	METER# 13676 WINDMILL ABBOTT	1/31/2024
01	114237	SPRINGER ELECTRIC COOP INC.	03/21/2024	786.91	UTILITIES	96.86	20904050247047160	METER# 11935 BROKEN ARROW RD	1/31/2024

01	114237	SPRINGER ELECTRIC COOP INC.	03/21/2024	786.91	UTILITIES	96.38	20904060247047160	METER# 11397 MIAMI	1/31/2024
01	114237	SPRINGER ELECTRIC COOP INC.	03/21/2024	786.91	UTILITIES	184.65	20904070247047160	METER# 13058 FIREHOUSE/GLADST	1/31/2024
01	114237	SPRINGER ELECTRIC COOP INC.	03/21/2024	786.91	UTILITIES	96.40	20904070247047160	METER# 13526 SUGAR LOAF	1/31/2024
01	114237	SPRINGER ELECTRIC COOP INC.	03/21/2024	786.91	UTILITIES	201.08	10101030147047160	METER# 4202 175 NM 555	1/31/2024
01	114237	SPRINGER ELECTRIC COOP INC.	03/21/2024	786.91	UTILITIES	55.53	20904050247047160	METER# 9059 2000 HWY 56	1/31/2024
01	114238	STEVE BRIGGS	03/21/2024	37.57	SUPPLIES	37.57	20904050246046001	MEALS FF AFTER FIRE 214 GOLD	3/7/24
01	114239	SUBURBAN PROPANE, L.P.	03/21/2024	2659.63	UTILITIES	1257.89	20904100247047160	ACCT# 7887-003773 MORENO VALLE	3/4/2024
01	114239	SUBURBAN PROPANE, L.P.	03/21/2024	2659.63	UTILITIES	516.62	20904050247047160	ACCT# 7887-001149 FRENCH TRACT	3/4/2024
01	114239	SUBURBAN PROPANE, L.P.	03/21/2024	2659.63	UTILITIES	885.12	20904080247047160	ACCT# 7887-002923 UTE PARK	3/4/2024
01	114240	TENELLE MARIE PHILLIPS	03/21/2024	900.00	PROFESSIONAL SERVICES	900.00	22306260245045030	INTENSIVE OUTPATIENT TREATMEN	3/11/2024
01	114240	TENELLE MARIE PHILLIPS	03/21/2024	900.00	PROFESSIONAL SERVICES		22306260245045030	PROGRAM 3/11/24-3/31/24	3/11/2024
01	114241	TROY L. WILSON, DDS	03/21/2024	1863.00	INDIGENT CLAIMS - VMDC	433.00	22005500147047202	ACCT# 9653 (2024-04)	3/20/2024
01	114241	TROY L. WILSON, DDS	03/21/2024	1863.00	INDIGENT CLAIMS - VMDC	459.00	22005500147047202	ACCT# 9653 (2024-05)	3/20/2024
01	114241	TROY L. WILSON, DDS	03/21/2024	1863.00	INDIGENT CLAIMS - VMDC	269.00	22005500147047202	ACCT# 9653 (2024-06)	3/20/2024
01	114241	TROY L. WILSON, DDS	03/21/2024	1863.00	INDIGENT CLAIMS - VMDC	433.00	22005500147047202	ACCT# 9653 (2024-07)	3/20/2024
01	114241	TROY L. WILSON, DDS	03/21/2024	1863.00	INDIGENT CLAIMS - VMDC	269.00	22005500147047202	ACCT# 9653 (2024-08)	3/20/2024
01	114242	VERIZON WIRELESS	03/21/2024	34.53	TELEPHONE	34.53	10101020147047150	ACCT# 572402841-00001	9958837443
01	114243	ZIA NATURAL GAS	03/21/2024	1010.92	UTILITIES	239.02	20904190247047160	METER# 72261 9 SOUTH POND RD	1/31/2024
01	114243	ZIA NATURAL GAS	03/21/2024	1010.92	UTILITIES	771.90	10101030147047160	METER# 54904 175 HWY 555	1/31/2024
01	114244	4 RIVERS EQUIPMENT	03/21/2024	26746.95	MAINTENANCE-EQUIPMENT	3410.67	20404020444044050	PARTS FOR MARCH 2024	1596914
01	114244	4 RIVERS EQUIPMENT	03/21/2024	26746.95	MAINTENANCE-EQUIPMENT	23336.28	20404020444044050	REPAIR UNIT #19	393778
01	114245	COLFAX COUNTY	03/21/2024	825.15	INVENTORY	805.05	21104140246246020	TRVL EXPENSE J HERNANDEZ	
01	114245	COLFAX COUNTY	03/21/2024	825.15	PER DIEM	20.10	20904180243043020	MEALS FARLEY FD	
04	3369	KIT CARSON ELECTRIC COOP, INC.	03/21/2024	325.45	UTILITIES	77.26	50206050447047160	UTILITIES AFAP	
04	3369	KIT CARSON ELECTRIC COOP, INC.	03/21/2024	325.45	UTILITIES	248.19	50206050447047160	AFAP METER#3175	
04	3370	KIT CARSON TELECOM	03/21/2024	114.48	TELEPHONE	114.48	50206050447047150	ACCT#1181660 AFAP 3/1/2024	
04	3371	SUBURBAN PROPANE, L.P.	03/21/2024	2386.75	UTILITIES	788.00	50206050447047160	PROPANE AFAP 2/29/24	
04	3371	SUBURBAN PROPANE, L.P.	03/21/2024	2386.75	UTILITIES	1598.75	50206050447047160	PROPANE AFAP 3/1/24	
01	114246	ALPHA DESIGN ARCHITECTS CORP	03/27/2024	49394.76	CAPITAL OUTLAY-BLDG & STRUCTU	49394.76	20904180248048010	REFERENCE PO # 61001	MARCH 4, 2024
01	114247	AAA FIRE PRO INC	03/27/2024	551.79	MAINTENANCE-EQUIPMENT	389.74	20904050244044050	ANNUAL FIRE EXT MAINT	KDK-0320210
01	114247	AAA FIRE PRO INC	03/27/2024	551.79	MAINTENANCE-EQUIPMENT	34.00	20904050244044050	20# ABC 6 YR MAINT	KDK-0320210
01	114247	AAA FIRE PRO INC	03/27/2024	551.79	MAINTENANCE-EQUIPMENT	59.00	20904050244044050	2.5LB NEW ABC EXT	KDK-0320210
01	114247	AAA FIRE PRO INC	03/27/2024	551.79	MAINTENANCE-EQUIPMENT	40.00	20904050244044050	2.5 GAL PW RECHARGE	KDK-0320210
01	114247	AAA FIRE PRO INC	03/27/2024	551.79	MAINTENANCE-EQUIPMENT	2.00	20904050244044050	O-RING	KDK-0320210
01	114247	AAA FIRE PRO INC	03/27/2024	551.79	MAINTENANCE-EQUIPMENT	27.05	20904050244044050	TAX ON LABOR	KDK-0320210
01	114248	PHILMONT SCOUT RANCH	03/27/2024	2023.73	SUPPLIES	395.94	20904440246046001	GYMNASTICS POWER WEIGHTED V8	301
01	114248	PHILMONT SCOUT RANCH	03/27/2024	2023.73	SUPPLIES	159.99	20904440246046001	MIR WOMENS WEIGHTED VEST	301
01	114248	PHILMONT SCOUT RANCH	03/27/2024	2023.73	SUPPLIES	644.85	20904440246046001	45 LB. V-FORCE WEIGHTED VEST M	301
01	114248	PHILMONT SCOUT RANCH	03/27/2024	2023.73	SUPPLIES	17.98	20904440246046001	M MATI FUEL COCK PETCOCK & LEV	301
01	114248	PHILMONT SCOUT RANCH	03/27/2024	2023.73	SUPPLIES	29.99	20904440246046001	CHOKE CABLE PLUNGER KIT FOR Y	301
01	114248	PHILMONT SCOUT RANCH	03/27/2024	2023.73	SUPPLIES	222.90	20904090246046001	CFAK POUCH BLACK	394
01	114248	PHILMONT SCOUT RANCH	03/27/2024	2023.73	SUPPLIES	392.90	20904090246046001	COMBAT APPLICATION ORANGE	394
01	114248	PHILMONT SCOUT RANCH	03/27/2024	2023.73	SUPPLIES	84.90	20904090246046001	FLAT EMERGENCY DRESSING	394
01	114248	PHILMONT SCOUT RANCH	03/27/2024	2023.73	SUPPLIES	49.90	20904090246046001	NAR WOUND PACKING GAUZE	394
01	114248	PHILMONT SCOUT RANCH	03/27/2024	2023.73	SUPPLIES	9.50	20904090246046001	CURAPLEX MYLAR EMERGENCY	394
01	114248	PHILMONT SCOUT RANCH	03/27/2024	2023.73	SUPPLIES	14.88	20904090246046001	SHIPPING	394
01	114249	THE SUPPLY CACHE INC	03/27/2024	822.17	SUPPLIES	769.87	20904090246046001	BACKPACK PUMP KIT	309952
01	114249	THE SUPPLY CACHE INC	03/27/2024	822.17	SUPPLIES	52.30	20904090246046001	SHIPPING AND HANDLING	309952
01	114250	PORTABLE MICROGRAPHICS, INC.	03/27/2024	44.78	RECORD BOOKS	44.78	10101040146046002	IMAGES TO MICROFILM	3933
01	114251	CARQUEST RATON	03/27/2024	222.11	MAINTENANCE-VEHICLE	222.11	10101180144044045	MARCH ENCUMBRANCE	435359
01	114252	SUPER SAVE	03/27/2024	27.86	FEEDING OF PRISONERS	27.86	20104110247047022	REF# 240312-128-2-2-3	MARCH24
01	114253	SYSCO FOOD SRVC OF NM, LLC	03/27/2024	1423.64	FEEDING OF PRISONERS	1423.64	20104110247047022	INV# 366799371	MARCH/24
01	114254	US FOODS, INC	03/27/2024	1563.23	FEEDING OF PRISONERS	1563.23	20104110247047022	INV# 3080706	MAR2024
01	114255	BIMBO BAKERIES USA, INC	03/27/2024	180.00	FEEDING OF PRISONERS	-90.00	20104110247047022	INV# 5558	MAR2024
01	114255	BIMBO BAKERIES USA, INC	03/27/2024	180.00	FEEDING OF PRISONERS	135.00	20104110247047022	INV# 5542	MAR2024

01	114255	BIMBO BAKERIES USA, INC	03/27/2024	180.00	FEEDING OF PRISONERS	135.00	20104110247047022	INV# 5490	MAR2024
01	114256	SECURUS TECHNOLOGIES, INC.	03/27/2024	218.00	COMMISSARY	200.00	20104110247047023	\$5 CALLING CARDS	18722
01	114256	SECURUS TECHNOLOGIES, INC.	03/27/2024	218.00	COMMISSARY	18.00	20104110247047023	GROUND DELIVERY	18722
01	114257	MESA PHARMACY	03/27/2024	4845.93	PHARMACY	128.13	20104110247047025	INV# 468371	MARCH2024
01	114257	MESA PHARMACY	03/27/2024	4845.93	PHARMACY	28.46	20104110247047025	INV# 468854	MARCH2024
01	114257	MESA PHARMACY	03/27/2024	4845.93	PHARMACY	25.90	20104110247047025	INV# 468929	MARCH2024
01	114257	MESA PHARMACY	03/27/2024	4845.93	PHARMACY	179.38	20104110247047025	INV# 469224	MARCH2024
01	114257	MESA PHARMACY	03/27/2024	4845.93	PHARMACY	3977.02	20104110247047025	INV# 469469	MARCH2024
01	114257	MESA PHARMACY	03/27/2024	4845.93	PHARMACY	59.95	20104110247047025	INV# 469884	MARCH2024
01	114257	MESA PHARMACY	03/27/2024	4845.93	PHARMACY	167.74	20104110247047025	INV# 470221	MARCH2024
01	114257	MESA PHARMACY	03/27/2024	4845.93	PHARMACY	279.35	20104110247047025	INV# 470782	MARCH2024
01	114258	TYLER TECHNOLOGIES, INC.	03/27/2024	7601.90	IT SERVICES/SUPPLIES	7022.00	20304850145045060	WEB HOSTING FOR 2024	25-457182
01	114258	TYLER TECHNOLOGIES, INC.	03/27/2024	7601.90	IT SERVICES/SUPPLIES	579.90	20304850145045060	SALES TAX	25-457182
01	114258	TYLER TECHNOLOGIES, INC.	03/27/2024	7601.90	IT SERVICES/SUPPLIES		20304850145045060	ASSESSOR'S OFFICE	25-457182
01	114259	SOUTHERN TIRE MART LLC	03/27/2024	4780.00	MAINTENANCE-EQUIPMENT	4780.00	20404020444044050	TIRES AND REPAIRS FOR MARCH 20	5430018016
01	114260	CDW GOVERNMENT INC	03/27/2024	1028.18	INVENTORY	161.70	21403960146246020	PLANAR DUAL MONITOR STAND-LOI	QD64187
01	114260	CDW GOVERNMENT INC	03/27/2024	1028.18	IT SERVICES/SUPPLIES	157.85	10101020145045060	DUAL MONITOR STAND-CDWG#6978	QH02797
01	114260	CDW GOVERNMENT INC	03/27/2024	1028.18	IT SERVICES/SUPPLIES	532.45	10101020145045060	CAT6 ETHERNET CABLE	QH02797
01	114260	CDW GOVERNMENT INC	03/27/2024	1028.18	IT SERVICES/SUPPLIES	176.18	10101080245045060	APC BACK-CCSO CSHEAR	QH02797
01	114261	D&T AUTO & TRUCK REPAIR, LLC	03/27/2024	375.46	MAINTENANCE-EQUIPMENT	346.82	20404020444044050	REPAIRS FOR UNIT #6	8185
01	114261	D&T AUTO & TRUCK REPAIR, LLC	03/27/2024	375.46	MAINTENANCE-EQUIPMENT	28.64	20404020444044050	TAX ON LABOR	8185
01	114262	CITY OF RATON AMBULANCE SERV	03/27/2024	524.75	INDIGENT CLAIMS - VMDC	524.75	22005500147047202	RUN #24-1169	24-1169
01	114263	MINER'S COLFAX MEDICAL CENTER	03/27/2024	8669.49	INDIGENT CLAIMS - VMDC	650.00	22005500147047202	ACCT# 6125371	3/27/2024
01	114263	MINER'S COLFAX MEDICAL CENTER	03/27/2024	8669.49	INDIGENT CLAIMS - VMDC	350.00	22005500147047202	ACCT# 6125373	3/27/2024
01	114263	MINER'S COLFAX MEDICAL CENTER	03/27/2024	8669.49	INDIGENT CLAIMS - VMDC	5913.00	22005500147047202	ACCT# 6125225	3/27/2024
01	114263	MINER'S COLFAX MEDICAL CENTER	03/27/2024	8669.49	INDIGENT CLAIMS - VMDC	300.00	22005500147047202	ACCT# 6102935	3/27/2024
01	114263	MINER'S COLFAX MEDICAL CENTER	03/27/2024	8669.49	INDIGENT CLAIMS - VMDC	350.00	22005500147047202	ACCT# 6102941	3/27/2024
01	114263	MINER'S COLFAX MEDICAL CENTER	03/27/2024	8669.49	INDIGENT CLAIMS	644.75	22005500147047200	ACCT# 1011193	3/27/2024
01	114263	MINER'S COLFAX MEDICAL CENTER	03/27/2024	8669.49	INDIGENT CLAIMS	461.74	22005500147047200	ACCT# 1011153	3/27/2024
01	114264	PLATEAU WIRELESS-NM RSA 2	03/27/2024	191.76	TELEPHONE	91.50	10101080247047150	ACCT# 3251464	3/15/2024
01	114264	PLATEAU WIRELESS-NM RSA 2	03/27/2024	191.76	TELEPHONE	100.26	20904070247047150	20904070247047150	3/22/2024
01	114265	DEERE CREDIT, INC.	03/27/2024	13268.09	EQUIPMENT LEASE AGREEMENT	8565.39	20404020447047125	030-0073222-000	2893157
01	114265	DEERE CREDIT, INC.	03/27/2024	13268.09	EQUIPMENT LEASE AGREEMENT	4702.70	20404020447047125	030-0073237-000	2893110
01	114266	SAN MIGUEL COUNTY	03/27/2024	290.00	INMATE HOUSING OFF-SITE	290.00	20104110247047026	INMATE HOUSING FEB2024	2-2024
01	114267	CANON FINANCIAL SERVICES, INC.	03/27/2024	744.88	EQUIPMENT LEASE AGREEMENT	272.84	10101070147047125	CONTRACT #:625030-2 TREASURERS	32279018
01	114267	CANON FINANCIAL SERVICES, INC.	03/27/2024	744.88	EQUIPMENT LEASE AGREEMENT	203.10	10101040147047125	CONTRACT# 625030-3 CLERKS	32279016
01	114267	CANON FINANCIAL SERVICES, INC.	03/27/2024	744.88	EQUIPMENT LEASE AGREEMENT	268.94	10101020147047125	CONTRACT# 625030-1 MANAGERS	32279017
01	114268	TASCOSA OFFICE MACHINES, INC	03/27/2024	256.69	EQUIPMENT LEASE AGREEMENT	202.55	10101020147047125	CONTRACT# CN4914-02	477864
01	114268	TASCOSA OFFICE MACHINES, INC	03/27/2024	256.69	EQUIPMENT LEASE AGREEMENT	20.02	10101040147047125	CONTRACT# CN5697-01	477865
01	114268	TASCOSA OFFICE MACHINES, INC	03/27/2024	256.69	EQUIPMENT LEASE AGREEMENT	34.12	10101070147047125	CONTRACT# CN5006-02	477866
01	114269	SUBURBAN PROPANE, L.P.	03/27/2024	2132.39	UTILITIES	953.70	20904080247047160	ACCT# 7887-002923 UTE PARK	MAR272024
01	114269	SUBURBAN PROPANE, L.P.	03/27/2024	2132.39	UTILITIES	1178.69	20904100247047160	ACCT# 7887-003773 MORENO VALLE	MAR272024
01	114270	KIT CARSON ELECTRIC COOP, INC.	03/27/2024	56.13	UTILITIES	56.13	20904080247047160	METER# 5541516 HUMMINGBIRD LN	1/19/2024
01	114271	RATON NATURAL GAS CO	03/27/2024	6006.40	UTILITIES	1751.67	10101030147047160	11-0020-00 VMDC	2/9/2024
01	114271	RATON NATURAL GAS CO	03/27/2024	6006.40	UTILITIES	1281.02	10101030147047160	11-0120-02 JUDICIAL CENTER	2/9/2024
01	114271	RATON NATURAL GAS CO	03/27/2024	6006.40	UTILITIES	286.84	10101030147047160	22-0650-00 RATON FIELD OFFICE	2/9/2024
01	114271	RATON NATURAL GAS CO	03/27/2024	6006.40	UTILITIES	156.93	10101030147047160	22-0660-01 COLFAX	2/9/2024
01	114271	RATON NATURAL GAS CO	03/27/2024	6006.40	UTILITIES	345.19	10101030147047160	61-0850-01 FIRE MARSHAL	2/9/2024
01	114271	RATON NATURAL GAS CO	03/27/2024	6006.40	UTILITIES	161.58	10101030147047160	61-1315-01 CLERKS OFFICE	2/9/2024
01	114271	RATON NATURAL GAS CO	03/27/2024	6006.40	UTILITIES	2023.17	10101030147047160	61-1330-00 COURTHOUSE	2/9/2024
01	114272	RED HAWK FIRE & SECURITY	03/27/2024	1611.33	PROFESSIONAL SERVICES	658.74	10101030145045030	ACCT# 949083315 JUDICIAL CENTER	154304105
01	114272	RED HAWK FIRE & SECURITY	03/27/2024	1611.33	PROFESSIONAL SERVICES	660.43	10101030145045030	ACCT# 949083315 VMDC	154304106
01	114272	RED HAWK FIRE & SECURITY	03/27/2024	1611.33	PROFESSIONAL SERVICES	292.16	10101030145045030	ACCT# 949083315 COURTHOUSE	154304107
01	114273	SPC LEASING CO, INC	03/27/2024	490.12	EQUIPMENT LEASE AGREEMENT	490.12	10101060147047125	SERIAL# LAA2K011024707	1788837
01	114274	SI TRUJILLO	03/27/2024	122.08	PER DIEM	122.08	10101010143043020	ACTUAL:3/21/2024 LAS VEGAS,NM	3/21/2024

01	114274	SI TRUJILLO	03/27/2024	122.08	PER DIEM		10101010143043020	2024 NMC LEGISLATIVE REG MTG	3/21/2024
01	114275	RAYETTA M TRUJILLO	03/27/2024	534.69	MILEAGE REIMBURSEMENT	31.36	10101050143043010	ACTUAL:2/26/2024 MAXWELL,NM	2/26/2024
01	114275	RAYETTA M TRUJILLO	03/27/2024	534.69	MILEAGE REIMBURSEMENT		10101050143043010	OATH FOR MAXWELL SCHOOL BOARD	2/26/2024
01	114275	RAYETTA M TRUJILLO	03/27/2024	534.69	MILEAGE REIMBURSEMENT		10101050143043010	MEMBER	2/26/2024
01	114275	RAYETTA M TRUJILLO	03/27/2024	534.69	PER DIEM	490.88	10101050143043020	PER DIEM:4/10-4/12/24 ABQ,NM	2/26/2024
01	114275	RAYETTA M TRUJILLO	03/27/2024	534.69	PER DIEM		10101050143043020	ELECTION SCHOOL	2/26/2024
01	114275	RAYETTA M TRUJILLO	03/27/2024	534.69	SUPPLIES	12.45	10101040146046001	REIMB: BATTERIES FOR SMOKE	2/26/2024
01	114275	RAYETTA M TRUJILLO	03/27/2024	534.69	SUPPLIES		10101040146046001	DETECTORS	2/26/2024
01	114276	SARA TORRES	03/27/2024	284.80	PER DIEM	284.80	10101050143043020	PER DIEM:4/10-4/12/24 BERNALILLI	4/10/24
01	114276	SARA TORRES	03/27/2024	284.80	PER DIEM		10101050143043020	NM; 2024 PRIMARY ELECTION SCHOOL	4/10/24
01	114277	THOMAS VIGIL	03/27/2024	420.00	PER DIEM	420.00	10101180143043020	ACTUAL: 3/20-3/22/24 SANTA FE,NM	3/20/2024
01	114277	THOMAS VIGIL	03/27/2024	420.00	PER DIEM		10101180143043020	VARIOUS MTGS WITH STATE AGENCY	3/20/2024
04	3372	SUBURBAN PROPANE, L.P.	03/27/2024	1006.57	UTILITIES	1006.57	50206050447047160	ACCT# 7887-003260 AF AIRPORT	3/18/2024
04	3373	KIT CARSON ELECTRIC COOP, INC.	03/27/2024	576.48	UTILITIES	259.10	50206050447047160	METER# 24938 #3570 HWT 434 AF	2/7/2024
04	3373	KIT CARSON ELECTRIC COOP, INC.	03/27/2024	576.48	UTILITIES	255.48	50206050447047160	METER# 24998 AIRPORT	2/7/2024
04	3373	KIT CARSON ELECTRIC COOP, INC.	03/27/2024	576.48	UTILITIES	61.90	50206050447047160	METER# 24878 AIRPORT	2/7/2024
01	114278	TASCOSA OFFICE MACHINES, INC	03/28/2024	208.00	SUPPLIES	78.00	10101080246046001	CCSO ENVELOPES #10 500CT	478863
01	114278	TASCOSA OFFICE MACHINES, INC	03/28/2024	208.00	SUPPLIES	130.00	10101080246046001	CCSO LETTERHEAD 500CT	478863
01	114279	ASHLEY MEDINA	03/28/2024	157.00	PER DIEM	157.00	21804210643043020	ACTUAL:3/13/19/24 ESPANOLA,NM	3/18/2024
01	114279	ASHLEY MEDINA	03/28/2024	157.00	PER DIEM		21804210643043020	100%RA SUMMMIT & NE REGION HC	3/18/2024
01	114279	ASHLEY MEDINA	03/28/2024	157.00	PER DIEM		21804210643043020	SPRING GATHERING	3/18/2024
01	114280	KRISTIN TRUJILLO	03/28/2024	312.19	MILEAGE REIMBURSEMENT	155.19	21804210643043010	ACTUAL:3/18-3/19/24 ESPANOLA,NM	3/18/2024
01	114280	KRISTIN TRUJILLO	03/28/2024	312.19	PER DIEM	157.00	21804210643043020	100% RA SUMMIT & NE REGION HC	3/18/2024
01	114280	KRISTIN TRUJILLO	03/28/2024	312.19	PER DIEM		21804210643043020	SPRING GATHERING	3/18/2024
01	114281	JESSICA CANDELARIO	03/28/2024	48.16	MILEAGE REIMBURSEMENT	48.16	22306250243043010	ACTUAL:3/26/2024 SPRINGER,NM	3/26/2024
01	114281	JESSICA CANDELARIO	03/28/2024	48.16	MILEAGE REIMBURSEMENT		22306250243043010	COURT HEARINGS	3/26/2024
01	114295	INTERNATIONAL BANK	03/29/2024	329577.67	TREASURER ACCT FNB CASH	329577.67	10100000110010104	TRANSFER PAYROLL ENDING 03312	
04	3374	INTERNATIONAL BANK	03/29/2024	2750.10	TREASURER ACCT FNB CASH	2750.10	10100000110010104	TRANSFER PAYROLL ENDING 03312	

CLAIM OF EXEMPTION  
COLFAX COUNTY  
STATE OF NEW MEXICO

Date: 4-29-24  
Name of property owner(s): John F. Grubelnik  
Address: P.O. Box 333  
City, State, and Zip Code Maxwell, N.M. 87728  
Telephone number(s) 575-447-2045

**Legal Description:**

Township: 27 North  
Range: 22 East  
Section: 12 W/2 S12, T:27N, R:22E  
Map: \_\_\_\_\_  
Lands of (if applicable): \_\_\_\_\_  
Tract(s): \_\_\_\_\_  
or  
Subdivision (if applicable): \_\_\_\_\_  
Block: \_\_\_\_\_  
Unit: N/A  
Lot(s): \_\_\_\_\_

**Claim of Exemption Fee \$600 plus \$20 per lot**

**Proof of payments of all property taxes, penalties, and interest and proof of payment of all solid waste fees and late fees must be submitted in accordance with the Colfax County Subdivision Regulations, prior to obtaining approval of an exemption from the requirements of the Colfax County Subdivision Regulations.**

To claim an exemption from the requirements of the Colfax County Subdivision Ordinance, you must complete this form, sign it before a notary public and submit it together with legible copies of all required documents to the County Manager. Be sure to check all exemptions will apply and attach legible copies of all supporting documents. The County Manager will notify you in writing within thirty (30) days as to whether your claim of exemption has been granted. If the claim of exemption is granted, or if you do not hear from the County within thirty (30) days, you may proceed with the land division you proposed without needing to comply with the requirements of the Colfax County Subdivision Regulations. If your claim of exemption is denied, you may either seek approval of a subdivision or appeal the denial as provided in the County Subdivision Regulations.

I, claim an exemption from the requirements of the New Mexico Subdivision Act and the County Subdivision Regulations for the following reason(s):

1. the sale, lease or other conveyance of any parcel that is thirty-five acres or larger in Size within any twelve-month period; provided that the land has been used primarily and continuously for agricultural purposes, in accordance with Section 736-20 NMSA 1978, for the preceding three years; ATTACH CERTIFIED SURVEY SHOWING SIZE AND LOCATION OF PARCEL, AND ATTACH COPIES OF NOTICES OF ASSESSMENT FOR PREVIOUS THREE YEARS.
2. the sale or lease of apartments, offices, stores, or similar space within a building; ATTACH COPIES OF ALL PROPOSED SALE OR LEASE DOCUMENTS.
3. the division of land within the boundaries of a municipality.
4. the division of land in which only gas, oil, mineral or water rights are severed from the surface ownership of the land; ATTACH COPIES OF ALL PROPOSED CONVEYANCING DOCUMENTS
5. the division of land created by court order where the order creates no more than one parcel per party; ATTACH CERTIFIED COPY OF COURT ORDER.
6. the division of land for grazing or farming activities; provided the land continues to be used for grazing or farming activities; ATTACH COPY OF PROPOSED CONVEYANCING DOCUMENTS AND DOCUMENTS RESTRICTING FUTURE USE TO GRAZING OR FARMING Activities. SUCH DOCUMENTS MUST CONTAIN A COVENANT RUNNING WITH THE LAND AND REVOCABLE ONLY BY MUTUAL CONSENT OF THE BOARD OF COUNTY COMMISSIONERS AND THE PROPERTY OWNER THAT THE DIVIDED LAND WILL BE SUED EXCLUSIVELY FOR GRAZING OR FARMING ACTIVITIES. THE COVENANT MUST BE SIGNED BY THE PROPERTY OWNER, THE BUYERS OR LESSEE, AND THE BOARD OF COUNTY COMMISSIONERS AND MUST BE FILED OF RECORD WITH THE COUNTY CLERK.
7. The division of land resulting only in the alteration of parcel boundaries where parcels are altered for the purpose of increasing or reducing the size of contiguous parcels and where the number of parcels is not increased; ATTACH CERTIFIED SURVEYS SHOWING ALL PARCELS AND PARCEL BOUNDARIES BEFORE AND AFTER PROPOSED ALTERATION.
8. The division of land to create burial plots in a cemetery.



9. The division of land to create a parcel that is sold or donated as a gift to an immediate family member; however, this exception shall be limited to allow the seller or donor to sell or give no more than one parcel per tract of land per immediate family member; As used herein the term "immediate family member" means a husband, wife, father, stepfather, mother, stepmother, brother, stepbrother, sister, stepsister, son, stepson, daughter, stepdaughter, grandson, step grandson, granddaughter, step granddaughter, nephew and niece, whether related by natural birth or adoption. ATTACH COPY OF PROPOSED CONVEYANCING DOCUMENT AND BIRTH CERTIFICATE, ADOPTION CERTIFICATE OR OTHER DOCUMENT DEMONSTRATING FAMILY RELATIONSHIP CLAIMED BAPTISMAL CERTIFICATES ARE NOT ACCEPTABLE DOCUMENTATION.
10. The division of land created to provide security for mortgages, liens, or deeds of trust; provided that the division of land is not the result of a seller financed transaction; ATTACH COPIES OF DOCUMENTS FROM LENDER CORROBORATING LOAN.
11. The sale, lease or other conveyance of land that creates no parcel smaller than one hundred forty (140) acres; ATTACH CERTIFIED SURVEY SHOWING LOCATION AND SIZE OF PARCEL
12. The division of land to create a parcel that is donated to any trust or nonprofit corporation granted an exemption from federal income tax, as described in Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended; school, college or other institution with a defined curriculum and a student body and faculty that conducts classes on a regular basis; or church or group organized for the purpose of divine worship, religious teaching or other specifically religious activity; ATTACH COPIES OF I.R.S. EXEMPTION LETTER, AND/OR DOCUMENTS DEMONSTRATING ENTITLEMENT SECTION STATUS or
13. The division of a tract of land into two parcels that conform with applicable zoning ordinances; provided that a second or subsequent division of either of the two parcels within five years of the date of the division of the original tract of land shall be subject to the provisions of the New Mexico Subdivision Act; provided further that a survey, and a deed if a parcel is subsequently conveyed, shall be filed with the county clerk indicating that the parcel shall be subject to the provisions of the New Mexico Subdivision Act if the parcel is further divided within five years of the date of the division of the original tract of land; ATTACH CERTIFIED SURVEYED SHOWING SIZE AND LOCATION OF ORIGINAL TRACT, PARCEL PROPOSED TO BE DIVIDED, ANY PARCELS PREVIOUSLY DIVIDED FROM THE ORIGINAL PARCEL, DATES OF ALL DIVISIONS AND THE HOLDING PERIOD FOR ALL TRACTS.

I further certify that the information provided by me in this Claim of Exemption is true and correct and that all documents attached to or enclosed with this Claim of Exemption are originals or true, complete and correct copies of the originals.

Signature \_\_\_\_\_

COUNTY OF COLFAX )  
 )SS.  
STATE OF NEW MEXICO )

SUBSCRIBED AND SWORN to before me on April 29<sup>th</sup>,  
2024 by John Grubelnik

\_\_\_\_\_  
Notary Public

My commission expires: 01-02-2026

STATE OF NEW MEXICO  
NOTARY PUBLIC  
SAPHIRE MUNIZ  
COMMISSION # 1121293  
EXPIRES 01/02/2026

#### ACKNOWLEDGMENT OF NATURAL PERSONS

STATE OF NEW MEXICO )  
 )SS.  
COUNTY OF COLFAX )

The forgoing instrument was acknowledged before me on \_\_\_\_\_,  
20 \_\_\_\_\_ by \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

CORPORATE ACKNOWLEDGMENT

STATE OF NEW MEXICO )  
 )SS.  
COUNTY OF COLFAX )

The forgoing instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_\_\_\_ by \_\_\_\_\_, as \_\_\_\_\_  
on behalf of \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

FOR OFFICIAL USE ONLY

- ☐ The forgoing claim of Exemption has been approved.
- ☐ The foregoing Claim of Exemption is incomplete.
- ☐ Please provide us the following information and/or documents so that we can process your claim;
- ☐ The forgoing Claim of Exemption is hereby denied for the following reasons:

Board of Commissioners of  
Colfax County, New Mexico

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

Date:

ATTEST:

\_\_\_\_\_  
Clerk for the Board

**Property Profile** Colfax County County

Account: R019521 Tax Year: 2024 Account Type:  
Mill Levy: 28.388000 Version: 03/13/2024 Area ID: 1010HL\_NR  
Estimated Tax: \$342.38 Parcel: 1-129-163-132-132 Map Number:  
\*This mill levy is from the most recent tax roll Status: Active

**Name and Address Information** **Property Location**

GRUBELNIK, JOHN F  
P.O. BOX 333  
MAXWELL, NM 87728

HIGHLINE RD  
RURAL, NM 87728

**Legal Description**

S: 13 T: 27N R: 22E UPC 1129163132132 LAND 1  
W/2 (320 ACRES) S: 24 T: 27N R: 22E UPC 1129163132132 LAND 2  
NW (160 ACRES) S: 12 T: 27N R: 22E UPC 1129164132396 LAND 3  
SW (160 ACRES) S: 12 T: 27N R: 22E UPC 1129164132264 LAND 4  
SW (160 ACRES)  
TOTAL: 800 ACRES

**Assessment Information**

2024	Actual	Assessed	Sq Ft	Acres	Taxable
Land	32,946	10,982		799.000	
Improvements	1,800	600			
Exempt		0			
<b>Total</b>	<b>34,746</b>	<b>11,582</b>		<b>799.000</b>	<b>11,582</b>

2023	Actual	Assessed	Sq Ft	Acres	Taxable
Land	32,946	10,982		799.000	
Improvements	1,800	600			
Exempt					
<b>Total</b>	<b>34,746</b>	<b>11,582</b>			<b>11,582</b>

**User Remarks**

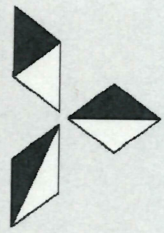


— 100 —

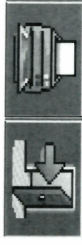
Bill#	2023	0007044	Own#	0203400	Dist	26	0	Fin#	000	Next Bill	2022-0007031
GRUBELNIK, JOHN F										Previous Bill	
P.O. BOX 333										Livestock	
MAXWELL										# HEAD	
Property # 1 129 163 132 132 NM 87728										NR-VALUE	
REFERENCE ID # R019521											
S: 13 T: 27N R: 22E UPC 1129163132132 LAND 1 W/2 (320 ACRES) S: 24 T: 27N R: 22E UPC 1129163132132 LAND 2 NW (160 ACRES) S:											
Last Pymt 12/12/2023 2023-0006585M											
Un-Paid First Half Second Half .00 .00											
Interest .00											
Penalty .00											
Cost .00											
Hall due .00											
Current Tax Due .00											
Prior Taxes Due .00											
Total taxes Due .00											
TAXES										TAX-DESC	
1325.07 244.82										RESIDENTL	
348.87 209.46										NON-RES	
485.05										CATTLE	
										SHEEP	
										EqCam	
										GOATS	
										Dairy	
										EQUINES	
										Swine	
										Bison	
										Ratit	
										SWINE	
										BISN/ALP	
										RATITES	
										HOSPITRL	
										VOC TECH	
										RORD	
										A. F. PID	
										VERM-B	
										NON-REND	
										RDM-FEE	
2613.27 Original Tax											
										RES-VALUE	
										Cen	
										10299 Lnd	32946
										207216 Imp	1800
										P P	
										M H	
										217515 Ful	34746
										72505 Txb	11582
										2000 Fam	
										Vet	
										Oth	
										2000 Exm	0
										70505 Net	11582

W/2 (320 Acres) sec. 12 T27N R22E





Treasurer's Maintenance



by GRUBELNIK, J

Balances only

Zip 00000

Yr 2023

Line#s

Bill#

Documents

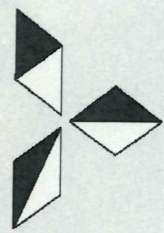
End Name, Start C/O

- Payment/ Update
- Update
- Enter
- Look
- Return
- Cancel

OWNER# BILL # CURRENT TAX			
11 0	GRUBELNIK, JOHN	0153940 20230007038	N 0 N E
26 0	GRUBELNIK, JOHN	0203398 20230007039	N 0 N E
26 0	GRUBELNIK, JOHN	0990929 20230007040	N 0 N E
26 0	GRUBELNIK, JOHN	0996484 20230007041	N 0 N E
11 1	GRUBELNIK, JOHN F	0087095 20230007042	N 0 N E
11 1	GRUBELNIK, JOHN F	0106865 20230007043	N 0 N E
26 0	GRUBELNIK, JOHN F	0203400 20230007044	N 0 N E
26 0	GRUBELNIK, JOHN	0996484 20230007041	N 0 N E

NO MORE MATCHI .00

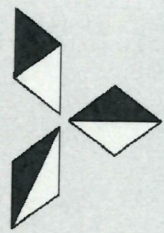




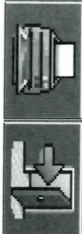
- ◆ Enter
- ◆ Update
- ◆ Prior Bill
- ◆ Next Bill
- ◆ Property Description
- ◆ Scan/View
- ◆ Cancel
- ◆ Return
- ◆ Tax History

Bill#	2023	0007041	Own#	0996484	Dist
GRUBELNIK, JOHN					
GRUBELNIK, JOHN					
PO BOX 333					
MAXWELL					
Property #	P	023	839	NM	87728
REFERENCE ID # P023839				0	996484
MAXWELL					
00240 HIGHLINE RD					

[illegible]



Treasurer's Maintenance



Bill# 2023 0007043 Own# 0106865 Dist 11 I Fin# 000

Next Bill  
Previous Bill 2022-0007030

P 0 BOX 333

MAXWELL NM 87728

Property # 1 135 186 308 154

REFERENCE ID # R012597

SUBD: MAXWELL NORTH

ADDITION LOT: 18 BLOCK: 1

UPC 1135186308154 LAND 1

SUBD: MAXWELL NORTH

ADDITION LOT: 19 BLOCK: 1

Last Pymt 12/12/2023 2023-0006587M

Enter  
Update  
Prior Bill  
Next Bill  
Property Description  
Scan/View  
Cancel  
Return  
Tax History

Un-Paid	First Half	Second Half
Interest	.00	.00
Penalty		
Cost		
Half due	.00	.00
Current Tax Due		.00
Prior Taxes Due		
Total taxes Due		.00

TAXES

TAX-DESC

Livestock

# HEAD

N/R-VALUE

714.58

RESIDENTL  
NON-RES  
CATTLE  
SHEEP  
GOATS  
EQUINES  
DAIRY  
SWINE  
BISON/ALP  
RATTITES  
HOSPITAL  
VOC TECH  
ROAD  
A.F. PID  
WTR DIST  
NON-REND  
RDM-FEE

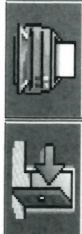
CHEK	Sheep	
Goats		
EqCam		
Dairy		
Swine		
Bison		
Ratt		

RES-VALUE

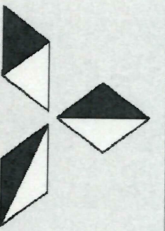
N/R-VALUE

Cen	6651
Lnd	74568
Imp	
P P	
M H	
0 Ful	81219
0 Txb	27073
Fam	
Vel	
Oh	
0 Exm	0
0 Net	27073

714.58 Original Tax







Treasurer's Maintenance



Bill# 2023 0007039 Own# 0203398 Dist 26 0 Fin# 000

Next Bill  
Previous Bill 2022-0007026

P. O. BOX 333

Update

Prior Bill

Next Bill

Property Description  
S: 17 T: 27N R: 22E UPC  
1125163462132 LAND 1 E/2SE  
80 ACRES (1.5 MILES FENCE)  
CORRECTION WD 201800185;  
201800186

Scan/View

Cancel

Return

Tax History

MAXWELL  
Property # 1 125 163 462 132 NM 87728

REFERENCE ID # R019518

Last Pymt 12/12/2023 2023-0006582M

Un-Paid	First Half	Second Half
Interest	.00	.00
Penalty		
Cost		
Half due	.00	.00
	Current Tax Due	.00
	Prior Taxes Due	
	Total taxes Due	.00

TAXES

TAX-DESC

Livestock

# HEAD

N/R-VALUE

6.73

RESIDENTL  
NON-RES  
CATTLE  
SHEEP  
GOATS  
EQUINES  
DAIRY  
SWINE  
BISON/RLP  
RATTIES

Cen

504

1.35

HOSPITAL

Lnd

450

.95

VOC TECH

Imp

954

1.88

R.F. PID

MH

318

VERM-B

NON-REND

Fam

0

RDM-FEE

0

Exm

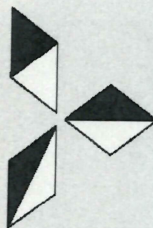
0

10.91 Original Tax

0

Net

318

N/R-VALUE

0 996484

00240 HIGHLINE RD

	CEN	NIR-VALUE
RESIDENTL	CHIEK	
NON-RES	Sheep	
CATTLE	Goats	
SHEEP	EqCam	
GOATS	Dairy	
EQUINES	Swine	
DAIRY	Bison	
SWINE	Ratit	
BISN/ALP		
RATITES		
HOSPITAL	Lnd	
VOC TECH	Imp	
ROAD	P P	
	M H	
	0 Ful	4746
A.F. PID	0 Txb	4746
WTR DIST	Fam	1582
NON-REND	Vel	
RDM-FEE	Oth	
	0 Exm	0
	0 Net	1582







## Solid Waste Maintenance



Enter

Prompt ()

History Printer

Receipt Printer

Return

History Printer=(M1) Receipt Printer=(SWR01)

GPADEV0002

4/29/24

Cust# 1690 Ownr#  
 Subtype R Agency Units 1.0  
 Name GRUBELNIK, JOHN F.  
 Addr1  
 Addr2 P O BOX 333  
 City MAXWELL St NM Zip 87728  
 Tele Dist Prop 1129163132132  
 Des SEE PARCEL #19521 FOR LEGAL DESCRIPTION

Who  
 LastChrg 03/27/2024  
 LastPaid 04/29/2024

	Override	Current
Charge	280.00	
Tax	14.00	
Penalty		
Total		

	Payment	D	A	T	E	Charge	Tax	Bal	Penalty	Ty	Description
	Charge	04292024				-280.00	-14.00			P	PMT VIA CK#1217 4/25/24 H26974
		03272024				280.00	14.00			C	CHARGED 03272024
	Adjustment	05022023				-200.00	-10.00			P	CK#1182 H25372
		03302023				200.00	10.00			C	CHARGED 03302023
	Modify	06022022				-200.00	-10.00			P	PD IN FULL #1141 H23289
		04152022				200.00	10.00			C	CHARGED 04062022
	Reprint Receipt	05102021				-9.52	-4.48			P	CK#1087 10.00 PD H22195
		04272021				-190.48	-9.52			P	CK#1084 200.00 PD H21998
	Who	04262021				-200.00	-10.00			P	CK#1084 200.00 PD H21988
		04262021				200.00	10.00			V	VOIDED PER SS H21988
	Void	04012021				200.00	10.00			C	CHARGED 03032021
		06252020				-200.00	-10.00			P	CK#1052 210.00 PD H21102

Print Balance

Printouts

Master File

(All underline text are clickable)


REC DATE: 04/15/14 REC TIME: 03:12 PM  
COLFAX COUNTY, NM FRED L. BACH-COUNTY CLERK DOC# 201401098

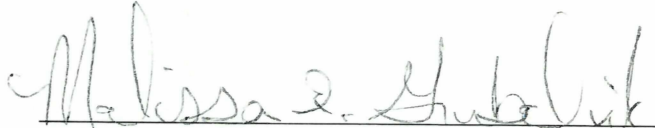
**QUITCLAIM DEED**  
(Statutory Form)

JOHN F. GRUBELNIK and MELISSA E. GRUBELNIK, Trustees of The John F. Grubelnik and Melissa E. Grubelnik Revocable Trust dated May 24, 2011, for consideration paid, quitclaim to JOHN F. GRUBELNIK, a single person, whose address is P.O. Box 333, Maxwell, New Mexico 87728, the following described real estate in Colfax County, New Mexico:

The West half of Section 12, Township 27 North, Range 22 East, N.M.P.M.

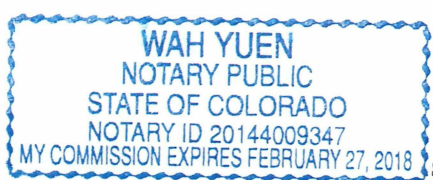
WITNESS my signature this 14<sup>th</sup> day of April, 2014.

  
\_\_\_\_\_  
JOHN F. GRUBELNIK, Trustee of  
The John F. Grubelnik and  
Melissa E. Grubelnik Revocable Trust  
Dated May 24, 2011

  
\_\_\_\_\_  
MELISSA E. GRUBELNIK, Trustee of  
The John F. Grubelnik and  
Melissa E. Grubelnik Revocable Trust  
Dated May 24, 2011

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

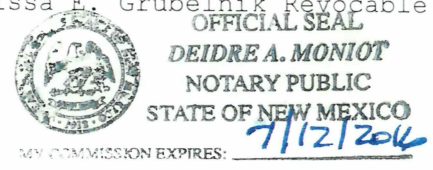
The foregoing instrument was acknowledged before me this 14 day of April, 2014, by JOHN F. GRUBELNIK, Trustee of The John F. Grubelnik and Melissa E. Grubelnik Revocable Trust dated May 24, 2011.

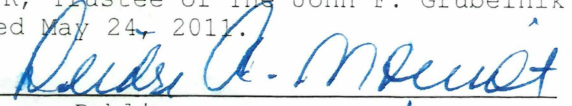


  
\_\_\_\_\_  
Notary Public  
My commission expires: 02-27-2018

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

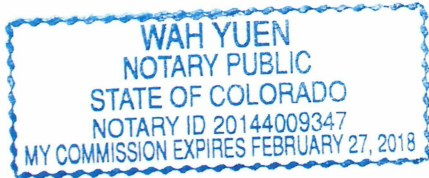
15<sup>th</sup> day of April, 2014, by JOHN F. GRUBELNIK, Trustee of The John F. Grubelnik and Melissa E. Grubelnik Revocable Trust dated May 24, 2011.



  
\_\_\_\_\_  
Notary Public  
My commission expires: 7/12/2016

STATE OF COLORADO       )  
                                  ) ss.  
COUNTY OF EL PASO       )

The foregoing instrument was acknowledged before me this 14 day of April, 2014, by MELISSA E. GRUBELNIK, Trustee of The John F. Grubelnik and Melissa E. Grubelnik Revocable Trust dated May 24, 2011



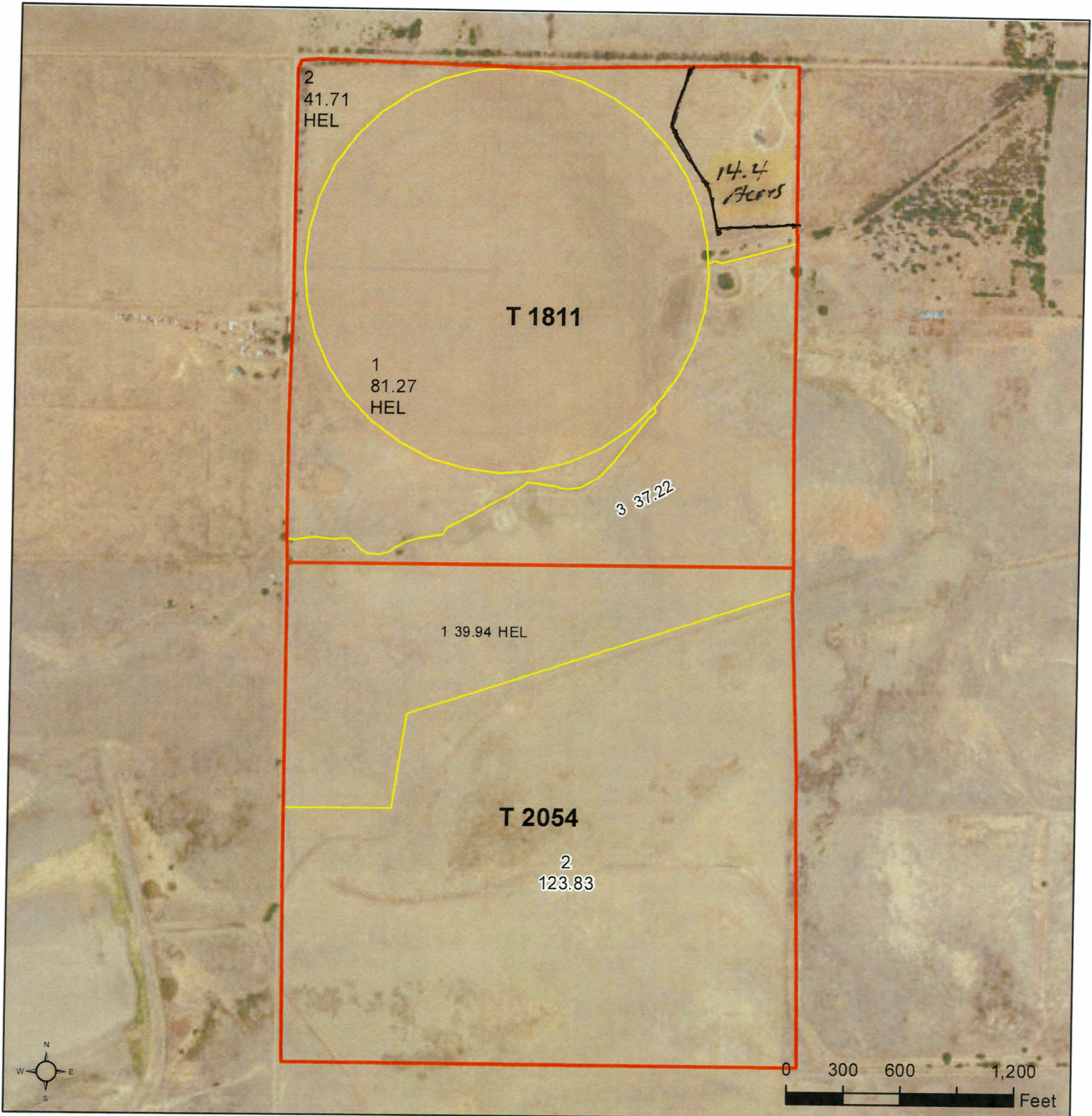
  
\_\_\_\_\_  
Notary Public  
My commission expires: 02-27-2018





United States  
Department of  
Agriculture

## Colfax County, New Mexico



### Common Land Unit

- Common Land Unit
- Tract Boundary

W/2; S; 12, T; 27N, R; 22E  
320 Acres

2024 Program Year

Map Created October 25, 2023

Farm 1084

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

Transaction Receipt Print Date: 05/06/2024 03:52:31 PM Transaction #349067 Transaction Type: Misc Transactions Receipt #24192222 Cashier: Heidi Briscoe Cashier Date: 05/06/2024 03:52:24 PM	Rayetta M. Trujillo Colfax County Clerk and Recorder P.O. Box 159 Raton, NM 87740 (575) 445-5551
--	--

Number of Documents:

Total Fees: \$600.00

Payment Received:

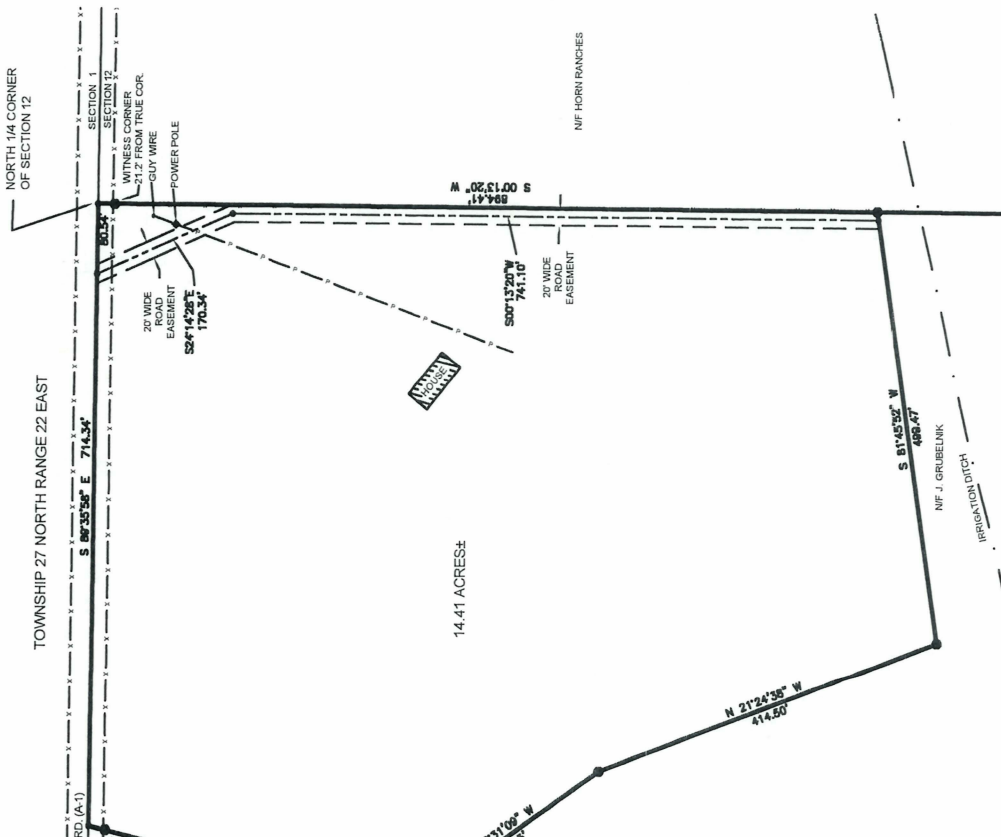
Check #1220 \$600.00

Change \$0.00

Presented by:

\*





A tract of land being within the West 1/2 of Section 12 of Township 27 North Range 22 East of the NMPM, Colfax County, New Mexico, being more particularly described as follows:

Beginning at the North 1/4 Corner of Section 12 from whence a 1/2-inch rebar with cap stamped Witness Corner, bears S00°13'20\"W a distance of 21.20 feet,

thence S 00°13'20\"W a distance of 694.41 feet with the east line of the West 1/2 of section 12 to a 1/2-inch rebar with cap,

thence S 81°45'52\"W a distance of 499.47 feet to a 1/2-inch rebar with cap,

thence N 21°24'38\"W a distance of 414.50 feet to a 1/2-inch rebar with cap,

thence N 35°31'09\"W a distance of 262.85 feet to a 1/2-inch rebar with cap,

thence N 13°15'56\"E a distance of 381.27 feet to a point on the north line of section 12 from whence a witness corner bears S13°15'56\"W a distance of 18.90 feet,

thence S 89°35'58\"E a distance of 714.34 feet with the north line of section 12 to the point and place of beginning.

Containing 14.41 acres more or less

**REFERENCES:**  
DOCUMENTS USED IN THE PREPARATION OF THIS PLAT AND SURVEY:

1. PLAT ENTITLED W1/2 OF SECTION 12, TOWNSHIP 27 NORTH RANGE 22 EAST  
DATE 02/2012 SURVEY NO. JN12003 BY SHIELDS SURVEY LTD. CO.

2. OUTCUT DIED TO JOHN F. GRUBELINK RECORDED AS CLERKS DOC# 201401088

**NOTICE:**  
- SUBJECT TO A COMPLETE TITLE SEARCH

**NOTE:**  
THE ID NO. OF TRACT 018621  
- ALL MEASUREMENTS ARE IN U.S. SURVEY FEET AND ALL BEARINGS ARE  
GIVEN AND BASED ON NAD 83 COORDINATE SYSTEM

**LEGEND:**

- SET 1/2\" REBAR 16\" LONG WITH SHIELDS CAP #5103
- WIRE FENCE
- OVERHEAD POWERLINE

**NOTE:** THIS PLAT IS NOT A DIVISION OF PROPERTY BY AN EXCEPTION TO THE SUBDIVISION REGULATIONS OF COLFAX COUNTY. SEE COLFAX COUNTY SUBDIVISION REGULATIONS NO. 13 AS FILED DOC# ORD-2021-002

\* 13 the division of a tract of land into two parcels that conform with applicable zoning ordinances; provided that a second or subsequent division of either of the two parcels within five years of the date of the division of the original tract of land shall be subject to the provisions of the New Mexico Subdivision Act; provided further that a survey, and a deed if a parcel is subsequently conveyed, shall be filed with the county clerk indicating that the parcel shall be subject to the provisions of the New Mexico Subdivision Act if the parcel is further divided within five years of the date of the division of the original tract of land;

APPROVED BY THE: (COLFAX COUNTY BOARD OF COMMISSIONERS)

THIS DAY OF 2024

BY: CHAIRMAN ATTEST: COUNTY CLERK

BY: COMMISSIONER

BY: COMMISSIONER

INDEXING INFORMATION FOR COUNTY CLERK  
OWNER OF TRACT: JOHN F. GRUBELINK  
LOCATION: SEC 12, T27N, R22E, NMPM

Field Work Completed: APRIL 2024  
**SHIELDS Survey Ltd. Co.**  
619 South 2nd Street  
P.O. Box 639  
Raton, New Mexico 87440  
Phone: 445-1232 Fax: 445-3648

**BOUNDARY SURVEY PLAT**  
EXCEPTION 13 TO THE COLFAX  
SUBDIVISION ORDINANCE 2021-2

Near Maxwell Colfax County New Mexico  
SCALE: 1\" = 100'  
DATE: April 2024  
SURVEY NO. JN24017

I, THE PROFESSIONAL SURVEYOR, CERTIFY THAT I CONDUCTED AND AM RESPONSIBLE FOR THIS SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THIS SURVEY AND PLAT MEET THE REQUIREMENTS OF THE NEW MEXICO SUBDIVISION ACT AND THAT THIS IS A BOUNDARY SURVEY PLAT OF AN EXISTING TRACT OR TRACTS.

DATE

DATE

DATE

DATE

DATE



**CONTRACT # 05162024**

**COLFAX COUNTY DWI PROGRAM PREVENTION SPECIALIST CONTRACT**

THIS AGREEMENT made and entered into on May 16th, 2024, by and between BOARD OF COMMISSIONERS OF COLFAX COUNTY, NEW MEXICO hereinafter called "County" whose address is 230 N. 3rd Street, Raton, NM 87740, and DANIELLE JO MARTINEZ, hereinafter called "Prevention Specialist."

**WITNESSETH:**

WHEREAS the accomplishment of the work and services described in this agreement is necessary and essential to the Colfax County DWI Program.

NOW THEREFORE, the parties do hereby covenant and agree as follows:

**1. EMPLOYMENT OF PREVENTION SPECIALIST**

The County hereby employs the Prevention Specialist, and the Prevention Specialist hereby accepts employment as an independent contractor for the purpose and pursuant to the terms and conditions hereinafter set forth.

**2. DESCRIPTION OF PROJECT**

This project will consist of substance and alcohol abuse awareness outreach services as offered by the Prevention Specialist to Schools Grades K-12, as well as civic organizations and members of the communities of Colfax County. Prevention Specialist shall perform activities and outreach as set forth by the Colfax County DWI Program (see Attachment A).

Performance of this contract shall be for a period of one fiscal year (May 1, 2024 - June 30, 2024) with options to extend the period in the way of a contract amendment. Extensions will be based on performance and available funding and subject to the County's decision.

**3. DUTIES OF PREVENTION SPECIALIST**

The Prevention Specialist will render professional services as defined by the Colfax County DWI Program as set forth in Attachment A hereto or herein stated.

Since the work of the Prevention Specialist must be coordinated with the activities of the County (including firms employed by, and governmental agencies and subdivisions working with the County), the Prevention Specialist shall advise the Program Coordinator and the County in advance, of all meetings and conferences between the Prevention Specialist and any governmental agency, political subdivision or third party which is necessary to the performance of the work of the Prevention Specialist.

**4. PAYMENTS TO THE PREVENTION SPECIALIST**

The County shall pay the Prevention Specialist in full payment for services rendered \$2,083.30.00 per month compensation. Payments shall be made in two payments of \$1,041.65 to

the Prevention Specialist on the fifteenth (15<sup>th</sup>) and the last day of each month as independent contractor.

The full amount of the monies payable to the Prevention Specialist under this contract and paid by the LDWI Distribution Funds shall not exceed \$25,000.00. This amount is a maximum and not a guarantee that the work assigned to be performed by Prevention Specialist under this Agreement shall equal the amount stated herein. Prevention Specialist shall work a minimum of twenty-eight (28) hours per week in Colfax County. Hours and pay are subject to change at any point during the duration of this contract, based on workload and funding availability. Program Coordinator can make changes to Prevention Specialist contract through a Contract Amendment and provide an amended contract to the Prevention Specialist and Colfax County.

Prevention Specialist is responsible for notifying Colfax County when the services provided under this Agreement reach the total compensation. In no event will the Prevention Specialist be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

Payment is subject to availability of funds and approval pursuant to the Colfax County Commission Approval.

Prevention Specialist must submit a detailed statement accounting for all services performed and expenses incurred. If Colfax County finds that the services are not acceptable, within fifteen (15) days after the date of receipt of written notice from the Prevention Specialist that payment is requested, it shall provide the Prevention Specialist a letter of exception explaining the defect or objection to the services and outlining steps the Prevention Specialist may take to provide remedial action. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, Colfax County shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

## **5. TERMINATION BY EITHER PARTY**

A. This contract may be terminated by either party upon fifteen (15) days prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party.

B. In the event of such termination, the Prevention Specialist's compensation shall be prorated to the date of termination and the Prevention Specialist shall be paid in full for services performed and verified to the date of such termination. In the event of such termination, Except as otherwise allowed or provided under this Agreement, Colfax County's sole liability upon such termination shall be to pay for acceptable work performed prior to the Prevention Specialist's receipt of the notice of termination, if Colfax County is the terminating party, or the Prevention Specialist's sending of the notice of termination, if the Prevention Specialist is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Prevention Specialist shall submit an invoice for such work within thirty (30) days of



receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Prevention Specialist if the Prevention Specialist becomes unable to perform the services contracted for, as determined by Colfax County or if, during the term of this Agreement, the Prevention Specialist or agents is indicted for fraud, embezzlement, or other crime due to misuse of public funds or due to the Appropriations paragraph herein.

**THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COUNTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE PREVENTION SPECIALIST 'S DEFAULT/BREACH OF THIS AGREEMENT.**

**6. TERMINATION BY THE COUNTY**

A. Notwithstanding the foregoing, this Contract may be terminated by the County for its convenience and without cause upon fifteen (15) days prior written notice to the Prevention Specialist.

B. Immediately upon receipt by either Colfax County or the Prevention Specialist of notice of termination of this Agreement, the Prevention Specialist shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of Colfax County; 2) comply with all directives issued by Colfax County in the notice of termination as to the performance of work under this Agreement; and 3) take such action as Colfax County shall direct for the protection, preservation, retention or transfer of all property titled to Colfax County and records generated under this Agreement.

**7. TERMINATION BY DFA**

This contract is funded in whole or in part by funds made available under Department of Finance and Administration Local Government Division (Division) grant agreement. Should the Division terminate the grant agreement, the County may terminate this contract by providing contractor written notice of such termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the County's only liability shall be to pay contractor for acceptable goods and/or services delivered and accepted prior to the termination and the County shall not be liable for DFA's termination of the grant agreement which may lead to the termination of this Agreement.

**8. ASSIGNMENT**

This Contract shall not be assignable except at written consent of the parties hereto, and if so assigned, shall extend to and be binding upon the successors and assigns of the parties hereto.

**9. HOLD HARMLESS**

The Prevention Specialist further agrees to indemnify and hold County and its commissioners, other elected officials, employees, agents, attorneys, successors and assigns harmless from any and all claims, suits, causes of action, damages, costs and expenses, including, but not by way of limitation, expenses of litigation, witness fees, court costs and attorney fees, incurred, arising, or in any way resulting from the Prevention Specialist's activities

or actions or with respect to his actions or omissions whether such activities, actions or omissions shall be within or outside of the scope of duties. The parties hereto believe that neither NMSA 1978, Section 56-7-1 nor 56-7-2, concerning indemnity, apply to this agreement, provided, however, if a court of competent jurisdiction determines that the provisions of either statute shall apply to this agreement, this obligation to indemnify will be limited and construed so as not to extend to liabilities of any kind that are beyond the scope of indemnity permitted by such statute that is held to apply. This indemnity shall survive the termination of the contract for any reason.

#### **10. DEFAULT OF THE PREVENTION SPECIALIST**

The Prevention Specialist agrees to the performance required by the terms of this Prevention Specialist contract. In the event the Prevention Specialist fails to comply with this contract, the Prevention Specialist shall be liable to the County for damages caused as a direct result of such default, except when such default is caused by factors beyond the control of the Prevention Specialist. The factors of the beyond control by the Prevention Specialist shall be immediately communicated to the County, and the County, at its sole discretion, shall decide whether such default is caused by factors beyond control of the Prevention Specialist.

#### **11. RECORDS AND FINANCIAL AUDIT**

The Prevention Specialist shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during the Prevention Specialist's term and effect and retain them for a period of seven (7) years from the date of final payment under this Contract. The records shall be subject to inspection by Colfax County DWI Program, the Department of Finance and Administration and the State Auditor. Colfax County DWI Program shall hereby retain the right to audit billings both before and after payment. Payment made under this Contract shall not foreclose the right of Colfax County DWI Program to recover excessive or illegal payments.

#### **12. STATUS OF INDEPENDENT CONTRACTOR**

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

#### **13. SUBCONTRACTING**

The Prevention Specialist shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of Colfax County.



#### **14. RELEASE**

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

#### **15. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT**

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

The Prevention Specialist further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10.

#### **16. AMENDMENT**

This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

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

#### **17. MERGER**

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

#### **18. EQUAL OPPORTUNITY COMPLIANCE**

The Prevention Specialist agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Prevention Specialist assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement.

#### **19. APPLICABLE LAW**

The laws of the State of New Mexico shall govern this Agreement, without giving

effect to its choice of law provisions. Venue shall be in the state district court located within Colfax County.

## **20. INSURANCE**

The Prevention Specialist shall maintain and keep in force Insurance Policies in amounts and with coverage not less than \$1 million dollars or acceptable coverage amount for the County which will be decided by the County.

## **21. WAIVER OF SUBROGATION**

Without affecting any other rights or remedies, Prevention Specialist hereby release and relieve the County, and waive their entire right to recover damages against the County, for loss of or damage arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Prevention Specialist agrees to have their insurance carriers waive any right to subrogation that such companies may have against the County, as the case may be, so long as the insurance is not invalidated thereby.

The parties acknowledge that the Worker's compensation statutes do not create a right of subrogation and Prevention Specialist expressly waives such subrogation right against the County subject to the New Mexico laws including *Seaboard Fire & Marine Ins. Co. v. Kurth*, 1980-NMCA-112, 96 N.M. 631.

## **22. INVALID TERM OR CONDITION**

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

## **23. ENFORCEMENT OF AGREEMENT**

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

## **24. NOTICES**

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

Prevention Specialist,  
Danielle Jo Martinez  
1520 Turnesa Street  
Raton, NM 87740

County Manager's Office  
230 North 3rd St., 3rd Floor  
PO Box 1498  
Raton, NM 87740

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first mentioned above.

ATTEST:

BOARD OF COMMISSIONERS OF  
COLFAX COUNTY, NEW MEXICO

\_\_\_\_\_  
County Clerk, Rayetta Trujillo

\_\_\_\_\_  
Chairman, Si Trujillo

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vice-Chair, Mary Lou Kern

\_\_\_\_\_  
Date

\_\_\_\_\_  
Member, Bret Weir

\_\_\_\_\_  
Date

\_\_\_\_\_  
Prevention Specialist, Danielle Jo Martinez

\_\_\_\_\_  
Date



## **ATTACHMENT A**

### **Prevention Duties**

**The following duties are those of the Prevention Specialist. The Prevention Specialist shall work under the supervision of the Colfax County DWI Program Coordinator to perform and complete the duties as listed.**

**Prevention Specialist shall present only evidence-based curriculum in all area schools countywide. Presentations will include "Botvin Life Skills" to be presented in grades 6th-12th in all participating schools. The coordinator will work with the Prevention Specialist to promote the DWI Program countywide.**

**Responsibilities of the Prevention Specialist will include:**

- 1. Shall direct public/media relations, social media campaigns, and all other public outreach initiatives.**
- 2. To plan prevention activities during homecoming, prom, graduation, trainings, etc. and carry out as planned.**
- 3. To develop and maintain good relationships with county schools and county prevention providers.**
- 4. To plan or help to plan all DWI Prevention/Awareness activities.**
- 5. To maintain comprehensive files on all planned activities, complete with action plans, contacts, and systematic measures to carry out said activity.**
- 6. To help set goals as they pertain to the prevention program.**
- 7. To work with the Coordinator on any and all other activities ..**
- 8. Will submit a quarterly report to the Program Coordinator detailing goals for the upcoming year and completion of each month's activities and goals completed.**





**Colfax County**  
*New Mexico*

Ashley Medina  
Colfax County Health Council Co-Coordinator  
112 N 3<sup>rd</sup> St  
Raton, New Mexico 87740

May 14, 2024

To Whom It May Concern:

This letter is in support and acknowledgement of Colfax County Health Council. The Colfax County Health Council was established to support and connect Colfax County residents to healthcare and mental healthcare information, services, and resources. Colfax County Commission will continue to support Colfax County Health Council in their efforts in their selected priorities of Mental Health; Substance Misuse; and Healthy Lifestyle in our communities.

The Colfax County Health Council collaborates with regional agencies and other resource programs in our surrounding communities to help improve the health and social wellbeing of current and future generations in Colfax County. Colfax County Health Council provides educational information, awareness, and advocacy for available integrated healthcare resources and events.

Colfax County Commission would like to acknowledge and support Colfax County Health Council and their hard work.

Sincerely,

Colfax County Commission



**Colfax County**  
*New Mexico*

**County Commissioners**

Si Trujillo  
Chairman  
Raton, NM 87740  
(505) 617-6893

Mary Lou Kern  
Vice Chairman  
Raton, NM 87740  
505-617-6895

Bret E. Wier  
Member  
P.O. Box 664  
Angel Fire, NM 87710  
(505) 652-0039

Monte K. Gore  
Colfax County Manager  
230 North 3rd Street  
Raton, NM 87740  
(575) 445-9661

**Elected Officials**

Lydia M. Garcia  
County Treasurer  
(575) 445-3171

Kristi E. Graham  
County Assessor  
(575) 445-2314

Royal Quint  
Probate Judge  
-----

Approved in open meeting this 14<sup>th</sup> day of May 2024.

**COLFAX COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Si Trujillo, CHAIRMAN

\_\_\_\_\_  
Mary Lou Kern, VICE-CHAIR

\_\_\_\_\_  
Bret Wier, MEMBER

ATTEST:

\_\_\_\_\_  
Rayetta M. Trujillo, CLERK OF THE BOARD



## COLFAX COUNTY HEALTH COUNCIL FACTSHEET FY24



### Who We Are

The Colfax County Health Council was established to support and connect Colfax County residents to healthcare and mental healthcare information, services, and resources. We will continue to address all Health Priorities, Mental Health; Substance Misuse; and Healthy Lifestyle affecting our communities.

### Mission

Our mission is to improve the health and social wellbeing of current and future generations in Colfax County.

### Vision

The Colfax County Health Council serves as regional coalition to provide awareness and advocacy for available integrated healthcare resources.

### Health Priorities FY24

1. Mental Health
2. Substance Misuse
3. Healthy Lifestyle

### Objectives

- Collaborate with all healthcare and mental healthcare providers throughout Colfax County.
- Improving the health & wellness for Colfax County residents.
- Work with substance abuse prevention providers to combat substance misuse.
- Partner with school districts, businesses, and community leaders to combat stigma and increase awareness of all health council priorities.

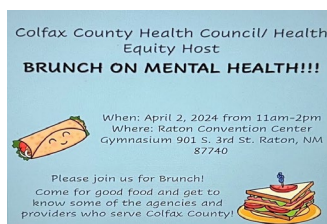
### Goals

- To promote Mental Health in Colfax County.
- To mend the gap between community members and Mental Health Agencies.
- Provide education and resources on substance misuse and alcohol abuse.
- To help youth and adults consider Healthy Lifestyle changes.
- To promote Healthy Lifestyle activities around Colfax County.

## Successes

Mental Health:

- Held "Brunch on Mental Health" event for Colfax County community members and Mental Health agencies.
- Had presentations over Narcan, and 988/Everyone Deserves.



Substance Misuse:

- Sticker Shock collaboration with Colfax County DWI, Local Venders, and High school students for Prom and Graduation week.



Healthy Lifestyle:

- Attended both Union and Colfax County Health Fairs to promote Health Lifestyle by providing literature on “MyPlate” for healthy food choices.



## Health Equity:

- Completed Community Health Improvement Plan.

[illegible]



## **Brunch on Mental Health Report Deliverable #5**

Ashley Medina CCHC Co-Coordinator

Colfax County Health Council/Health Equity

May 14, 2024

## **Planning the Event**

Colfax County Health Council/Health Equity members discussed putting on an event that focuses on Mental Health due to being FY24 priority based on prior data obtained from NM DOH epidemiologist. CCHC is striving to bring Colfax County residents and Mental Health agencies together in one place to make connections, build rapport, and be informed about what services each agency provides. In taking steps to accomplish putting on this event CCHC secured a date and venue for this. The Raton Convention Center was available April 2, 2024, from 11AM-2PM. Flyers were made for the date, time, and location, distributed throughout Colfax County in person and virtually. Mental Health agencies were contacted, given the date, time, and location, and informed them they were to complete a pre survey for data collection. Kbobs was then contacted to cater for this event accounting for 100 attendees. Beverly Baca was also contacted for PA/DJ needs. Pre-survey for agencies and attendee survey were then created and reviewed. Co-Coordinator then looked for presenters to present NARCAN training and information on 988/Everyone Deserves as main topics.

## **Event**

Colfax County Health Council/Health Equity hosted “Brunch on Mental Health” event on April 2, 2024, for Colfax County with presenters from Blue Skies United over NARCAN, Everyone Deserves over 988, and Mental Health agencies who serve Colfax County. CCHC included Health Equity efforts due to focusing on Mental Health as well. Council members helped reach out to Mental Health agencies and confirmed who had signed up to attend the brunch and have an informational table. A total of 15 agencies signed up and attended the brunch. When agencies arrived to set up their table, they completed the pre-survey to collect data that helped CCHC determine if this event was helpful to our Colfax County community members and agencies. Colfax County Health Council and its efforts are hopeful in making these connections when it comes to Mental Health because most people think taking care of their Mental Health is “Taboo” or just simply do not know of the resources that are available in Colfax County.

## **Findings from Surveys and Conclusions**

With 15 agencies completing the pre-survey, attached is their information chart that we gathered from the “Brunch on Mental Health” event. Also collecting 41 surveys from Colfax County community members who attended. The first question on the survey was “How old are you?” The average age that completed the survey was 66 years old out of the 41 participants. The second question was “Male or Female?” There were 10 Males and 31 Females who participated in this survey. The third question was, “What is Mental Health to you?” The majority stated, “Self-Care is Mental Health”. The fourth question was, “How many Mental Health agencies do you know of in Colfax County?” Out of the 41 participants there was a tie between the answers “2 & 3”. The fifth question was, “Do you receive Mental Health services in Colfax County?” The majority stated “NO”. Followed by the sixth question “How would you rate Colfax County’s overall Mental Health?” The majority selected “POOR”. When asked question seventh “Do you have any concerns regarding your Mental Health?” all but 10 selected “NO”. Question eight stated “At the present time how do you rate your Mental Health?” The majority selected “GOOD”. When asked question nine “What are some factors in the way of good Mental Health care access in Colfax County?” The top 3 factors listed were Lack of Services, Lack of Agency Outreach, and Unprofessionalism. Last question asked was, “What are some coping strategies you use for your Mental Health?” The top coping strategies listed were Exercise, Leisure Activities, Reaching out to others, and Mindfulness.

After gathering the surveys information, we noticed the older generations are the ones who are showing up to advocate for our Colfax County Mental Health concerns. Self-care is a very important part of Mental Health for improved quality of life. Our community members are only aware of two to three agencies who provide Mental Health services. They do not receive Mental Health services because they are unaware of where to go for this kind of help. The concerns of seeing that Colfax County participants rate their overall Mental Health is “POOR” but then view their own Mental Health as “GOOD” shows a lack of connection. The top three factors are problems CCHC were aware of prior to compiling this data from the surveys because they are, lack of services, lack of agency outreach, and unprofessionalism. Colfax County Health Council hosted the “Brunch on Mental Health” event in hopes that it helps with bridging the gap between community and agencies and the transparency of what each agency offers here in Colfax County. In efforts of each agency participating to do more outreach to our county communities. Also, to somehow address unprofessionalism and build rapport with the community members who needing services of Mental Health in building trust that they have some options in their Mental Health care.

Participating Agencies	# Served Pre-Brunch	Aware Of Agency	Completion Rate	Insurance	Unique Differences
CCHC/CCYES	Colfax/65	YES/YES	100%/ 100%	FREE	Put on events
Blue Skies United	35	NO	85%	FREE	Mobile Services
Celebrate Recovery	Unknown	NO	Unknown	FREE	12 Step Program
Pinwheel	89	NO	80%	M/P/C/S	Quality over Quantity
Mora/Colfax HeadStart	110	NO	80%	FREE	Service to Pregnant moms
CCDWI	0	YES	0	Self-Pay ONLY	N/A
Krossroads	2000	YES	80%	M/P/C/S	Wrap Around Services
Teambuilders	143	NO	68%	M/P/C/S	Wide range of Services
Raton Pickleball	106	NO	N/A	FREE	Exercise/MH
Youth Heartline	70	YES	100%	Free/S	ODP/Teamwork
Alternatives to Violence	0	YES	Unknown	Free for Victims/ Fee for Offenders	Collaboration
Hammer Forged Athletics	110	NO	N/A	M	Mental Health Focus
Latino Behavioral Health	Statewide	NO	100%	N/A	Collaboration
Everyone Deserves/988	Statewide	NO	100%	N/A	Collaboration
Rio Grand	23	NO	75%	M/P/C/S	S.U.D Treatment



# Colfax County



## LODGERS TAX APPLICATION

### *APPLICATION FOR REQUESTING FUNDING FOR ADVERTISING, PUBLICIZING, AND PROMOTING TOURIST-RELATED FACILITIES, ATTRACTION, AND TOURIST-RELATED EVENTS*

**1. Narrative:**

(Provide a complete description of how the tourist-related facility, attraction or event and how the requested funding amount will bring people into the County.)

This (RHM) Riding High Ministries Event hosted by Danny & Shelly Quartieri. This event is free 3 day experience for all ages and genres. It will draw in not only the locals crowd of the Colfax and surrounding area, but visitors from other areas and states, we know of 6 states so far. This Friday & Saturday night and Sunday afternoon event is free, so that, in this current inflation makes it more attractive to attend. We already have southern New Mexicans, Oklahoma, Texas, California and more, booking rooms. RHM is nation wide and preforms a horse breaking service all across the country.

**2. List the objective for your tourist-related facility, attraction, or event.**

Our objective to bring our local communities closer together and bring in new travelers to our wonderful area.

3. Describe how the tourist-related facility, attraction, or event promotes Colfax County as a destination which results in overnight stays that include other revenue generating activities in the community.

Colfax county is a very rural area, but all the local business and surrounding areas will have a chance to get extra traffic, because of this event.

4. Describe how the tourist-related facility, attraction, or event enhances future promotion of the County as a destination.

By becoming the destination in Northern NM for western culture, so travelers can become resilient in planning more trips to our area.

5. List any partners who will provide funding for your tourist-related facility, attraction, or event.

Partner Name	Partner Contribution
The Lighthouse	\$ 15,000.00
Richey Ministries	\$ 1,500.00
Danny & Shelly Quartieri	\$ 1,500.00
	\$

6. Provide a detail cost breakdown for the cost of the tourist-related facility, attraction, or event.

(Attach a copy of budget, pro-forma, or other financial information)

Shelly Quartieri

Printed Name

*Shelly Quartieri*

Signature

# Pre-Facility, Attraction, or Event Form 1

## Organization Information

### CONTACT AND FACILITY, ATTRACTION, OR EVENT INFORMATION

(Turned in with the application 90 days prior to event)

#### Contact Information

Organization Name (As listed on W9)	Riding High Ministries
Facility, Attraction, or Event Name	RHM Community Oneness Outreach
Event Date(s)	June 28, 29 & 30, 2024
Facility, Attraction, or Event Organizer Name & Title within Organization	Danny & Shelly Quartieri
Phone Number of Organizer	505-617-5323
Email of Organizer	shellyquart@gmail.com
Facility, Attraction, or Event Location(s)	Colfax County Event Center & Rodeo grounds

#### Expected Results

Number of participants at your facility, attraction, or event (excluding volunteers and staff)	1200
Number of volunteers/staffs at your facility, attraction, or event	100

#### Specify OTHER revenue sources expected to be contracted

Name of Business/Organization	Amount Awarded	Date Funding Awarded



## Pre-Facility, Attraction, or Event Form 2

# BUDGET REPORT

### ADVERTISING/MARKETING/PROMOTIONAL PLAN AND BUDGET

(Turned in with the application 90 days prior to event)

Fill out the chart with your advertising plan and the estimated cost for these ads. We recommend you contact the agencies in advance to get advertising quotes to assist with your budget.

Advertising/Promotion Company/Provider	Type of Ad/Promotion	Date of Ad Publication or Item Purchased	Cost
Example: KRTN Radio Station	Satellite Internet/Radio Advertisement	April 15-22, 2021	\$45.00
Example: The World Journal Newspaper	Newspaper Advertisement Promotion	April 10-24	\$60.00
KRTN	radio ads	6/1- 6/30, 2024	1850.00
KRTN	onsite airing		330.00
KCRT	radio ads	6/1 - 6/30, 2024	1850.00
LMNOC	radio ads	6/1 - 6/30, 2024	1850.00
Markus Printing	posters	100 ea	250.00
Markus Printing	flyers	100	100.00
Markus Printing	programs	1200	800.00
4 imprints	wrist bands \$1ea	1000	1000.00
FB ads	social media outreach ads		900.00
<b>Total Projected Cost of Marketing:</b>			<b>\$8930.00</b>



# Colfax County



## LODGERS TAX TOURIST-RELATED FACILITIES, ATTRACTIONS, AND TOURIST-RELATED EVENTS APPLICATION SUMMARY

### ELIGIBILITY

- Only tourist-related facilities, attractions, and tourist-related events occurring in the unincorporated portion of the County are eligible for County Lodger Tax funds and as per Colfax County Ordinance NO. 2019-02 (Amended) Section 5 (A).

### SUBMISSION REQUIREMENTS

- Any questions about the Application should be addressed to the County Manager by phone at (575) 445-9661 or the Lodger's Tax Clerk.
- All Lodgers Tax requests must be in the format as shown in this application. Failure to complete the application in its entirety will automatically disqualify the request.
- The original Application must be submitted to the County Manager's Office, P.O. Box 1498, Raton, New Mexico 87740.
- Application will be reviewed at the Regular Meeting of the Lodgers Tax Advisory Committee. Application must be present at the meeting for their application to be considered at the meeting and the Lodger's Tax Funding Guide must be signed and dated by all Applicants.

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### For Lodger's Tax Advisory Board Use Only

PRIORITY #	#
AMOUNT TO BE RECOMMENDED TO COUNTY COMMISSION	\$

Title/Position

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#### ELGIBILITY

- Only tourist-related facilities, attractions, and tourist-related events occurring in the unincorporated portion of the County are eligible for County Lodger Tax funds and as per Colfax County Ordinance NO. 2019-02 (Amended) Section 5 (A).

#### SUBMISSION REQUIREMENTS

- Any questions about the Application should be addressed to the County Manager by phone at (575) 445-9661 or the Lodger's Tax Clerk.

#### LODGERS TAX TOURIST-RELATED FACILITIES, ATTRACTIONS, AND TOURIST-RELATED EVENTS APPLICATION SUMMARY

- All Lodgers Tax requests must be in the format as shown in this application. Failure to complete the application in its entirety will automatically disqualify the request.
- The original Application must be submitted to the County Manger's Office, P.O. Box 1498, Raton, New Mexico 87740.
- Application will be reviewed at the Regular Meeting of the Lodgers Tax Advisory Committee. Application must be present at the meeting for their application to be considered at the meeting and the Lodger's Tax Funding Guide must be signed and dated by all Applicants.

Riding High Ministries  
Promotional

#### For Lodger's Tax Advisory Board Use Only

PRIORITY #	# 16
AMOUNT TO BE RECOMMENDED TO COUNTY COMMISSION	\$ 8930. <sup>00</sup>

Title/Position

Tina Colangelo | Lodger's Tax Clerk  
*[Signature]*

May 6, 2024

# Colfax County



## LODGERS TAX PROJECTS GRANT APPLICATION

### *APPLICATION FOR REQUESTING FUNDING FOR PROJECTS*

**1. Complete Project Narrative:**

(Provide a complete description of the project, including how this project will bring people into the County.)

This (RHM) Riding High Ministries Event hosted by Danny & Shelly Quartieri. This event is free 3 day experience for all ages and genres. It will draw in not only the locals crowd of the Colfax and surrounding area, but visitors from other areas and states, we know of 6 states so far. This Friday & Saturday night and Sunday afternoon event is free, so that, in this current inflation makes it more attractive to attend. We already have southern New Mexicans, Oklahoma, Texas, California and more, booking rooms. RHM is nation wide and preforms a horse breaking service all across the country.

**2. List the objective for your project.**

Bringing heads to beds.

**3. Describe how this project promotes Colfax County as a destination which results in overnight stays that include other revenue generating activities in the community.**

Colfax county is a very rural area, but all the local business' and surrounding areas will have a chance to get extra traffic, because of this event.

4. Describe how this project enhances future promotion of the County as a destination.
5. By becoming the destination in Northern NM for western culture, so travelers can become resilient in planning more trips to our area.

6. List any partners who will provide funding for your project

Partner Name	Partner Contribution
The Lighthouse	\$ 15,000.00
Richey Ministries	\$ 1,500.00
Danny & Shelly Quartieri	\$ 1,500.00
	\$

7. Provide a detail cost breakdown for the cost of the Project  
(Attach a copy of budget, pro-forma, or other financial information)

Shelly Quartieri  
 Printed Name

*Shelly Quartieri*  
 Signature

**Three written bids will be required for all projects over \$5,000.00**



# Colfax County



## LODGERS TAX PROJECT GRANT COVER SHEET

(Turned in with application 45 days prior to project)

<b>PROJECT TITLE</b>	RHM / Raton Community Oneness Event
<b>FUNDING REQUESTED</b>	\$2400.00
<b>BRIEF PROJECT NARRATIVE:</b>	Provide portable toilets at the Colfax County Event Center For about 1200 people during the event noted above.

June 27<sup>th</sup>, 2024

**PROJECT START DATE**

June 30<sup>th</sup>, 2024

**PROJECT COMPLETION DATE**

<b>Requesting Entity</b>	Shelly Quartieri
<b>Street Address</b>	PO Box 160
<b>City, State, Zip</b>	Maxwell, NM
<b>Project Organizer Contact Person</b>	Shelly Quartieri
<b>Phone Number</b>	505-617-5323
<b>Project Organizer E-mail</b>	shellyquart@gmail.com
<b>Is the project Non-Promotional</b>	<b>Yes</b> or No
<b>Authorized Requestor</b>	Date Signed: 4/25/2024

**Shelly Quartieri**  
**Printed Name**

*Shelly Quartieri*  
**Signature**

**FOR USE BY THE COUNTY ONLY**

<b>Total Funding Requested</b>	\$
<b>Eligible for Lodgers Tax Funding</b>	<b>YES</b> or <b>NO</b>
<b>Funding Approved by Lodgers Tax Committee</b>	\$

# Colfax County



## LODGERS TAX PROJECT GRANT APPLICATION

### ELGIBILITY

- Only projects occurring in the unincorporated portion of the County are eligible for County Lodger Tax funds and as per Colfax County Ordinance NO. 2019-02 (Amended) Section 5 (B). Three written bids will be required for all projects over \$5,000.00
- An organization may have a worthy community project, however, if the project does not promote tourism or tourist attractions, the organization will not qualify for Lodgers Tax Funds. The end goal should be to promote and strengthen the tourism economy of Colfax County.

### SUBMISSION REQUIREMENTS

- Any questions about the Application should be addressed to the County Manager by phone at (575) 445-9661 or the Lodger's Tax Clerk.
- All Lodgers Tax Grant requests must be in the format as shown in this application. Failure to complete the application in its entirety will automatically disqualify the request.
- The original Application must be submitted to the County Manger's Office, P.O. Box 1498, Raton, New Mexico 87740.
- Application will be reviewed at the Regular Meeting of the Lodgers Tax Advisory Committee. Application must be present at the meeting for their application to be considered at the meeting and the Lodger's Tax Funding Guide must be signed and dated by all Applicants.

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### For Lodger's Tax Advisory Board Use Only

PRIORITY #	#
AMOUNT TO BE RECOMMENDED TO COUNTY COMMISSION	\$

Title/Position

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## Colfax County *New Mexico*

### ELIGIBILITY

- Only tourist-related facilities, attractions, and tourist-related events occurring in the unincorporated portion of the County are eligible for County Lodger Tax funds and as per Colfax County Ordinance NO. 2019-02 (Amended) Section 5 (A).

### SUBMISSION REQUIREMENTS

- Any questions about the Application should be addressed to the County Manager by phone at (575) 445-9661 or the Lodger's Tax Clerk.

### LODGERS TAX TOURIST-RELATED FACILITIES, ATTRACTIONS, AND TOURIST-RELATED EVENTS APPLICATION SUMMARY

- All Lodgers Tax requests must be in the format as shown in this application. Failure to complete the application in its entirety will automatically disqualify the request.
- The original Application must be submitted to the County Manager's Office, P.O. Box 1498, Raton, New Mexico 87740.
- Application will be reviewed at the Regular Meeting of the Lodgers Tax Advisory Committee. Application must be present at the meeting for their application to be considered at the meeting and the Lodger's Tax Funding Guide must be signed and dated by all Applicants.

*Riding High Ministries - Non  
Promotional*

### For Lodger's Tax Advisory Board Use Only

PRIORITY #	# 17
AMOUNT TO BE RECOMMENDED TO COUNTY COMMISSION	\$ 2400 <sup>00</sup>

Title/Position

*Tina Colangelo / Lodger's Tax Clerk*

*[Signature]*

*May 6, 2024*



**AGREEMENT FOR INMATE CONFINEMENT  
BETWEEN  
THE COUNTY OF COLFAX AND VILLAGE OF ANGEL FIRE**

This agreement is entered into by and between the County of Colfax, a political subdivision of the State of New Mexico (hereinafter referred to as the "County") and the Village of Angel Fire (hereinafter referred to as the "the Contractor.")

**Recitals**

**WHEREAS**, the Contractor needs a facility for the incarceration, care, and maintenance of persons charged with or arrested for violation in the Contractor's county, arrested by the Contractor's law enforcement officials, or arrested by other law enforcement agencies within the Contractor's jurisdiction; and

**WHEREAS**, the County owns and operates the Vigil-Maldonado Adult Detention Center (VMDC) which from time to time, has vacant bed space; and

**WHEREAS**, the County is willing to incarcerate the Contractor's detainees on a space available basis.

**NOW, THEREFORE, IT IS MUTUALLY AGREED**, by both parties as follows:

1. Housing of detainees. The county agrees to house persons awaiting indictment or trial on behalf of the Contractor from time-to-time as space is available in the County's Colfax County detention center (VMDC), upon the conditions and terms set forth below. The Contractor agrees that any such person so housed at the VMDC is either a person temporarily imprisoned while being conveyed or awaiting conveyance to a county jail in the Contractor's County or a person whose life is in imminent danger in the present place of incarceration, as specified in NMSA 1978, Sections 33-3-13 and 33-3-14, and the contractor agrees in any event that any persons housed at the VMDC meet the minimum criteria established by these statutes and agrees to compensate the County for the housing as set forth in the next paragraph.
2. Conditions of housing. The County will house all detainees consistent with its prevailing policies, post orders and other routine practices, and will follow the Adult Detention Professional Standards established by the New Mexico Association of Counties. In addition, allegations of sexual misconduct up to and including sexual violence within the facility, VMDC will provide video/computer court capability to Contractor.
3. Medical Care
  - a. Routine Care: VMDC shall provide only routine and ordinary care medical care to a Village of Angel Fire detainee without additional charge. Routine care is that which can be administered at the facility by VMDC staff. Routine and ordinary care EXCLUDES pharmacy and prescription services, lab tests, x-rays, specialist consultation, treatment of severe chronic or life-threatening maladies, surgical procedures, hospital stays, and other similar care. Detainees transported to VMDC shall arrive with medical clearance and a brief medical history.

b. Extraordinary Care: Medical care NOT deemed by VMDC to be within the scope of routine and ordinary care or excluded medical services by VMDC shall be considered to be "extraordinary care" for purposes of this contract. Extraordinary care shall be the financial responsibility of the Village of Angel Fire. The expense associated with VMDC's provision of extraordinary care shall be billed to the Village of Angel Fire at actual cost. A detainee appearing to require extraordinary care shall be evaluated by the Medical Director/Health Authority to determine the necessity and level of such extraordinary care. If extraordinary care is NOT urgent, VMDC shall notify the Village of Angel Fire as soon as practicable for further instructions. In the case of non-urgent extraordinary medical care, The Village of Angel Fire shall have three (3) business days from the day it receives notice from VMDC of its intention to provide extraordinary care to notify VMDC that it does not approve provision of such services. If VMDC does not receive such notice of non-approval from The Village of Angel Fire within three business days, it shall be deemed that the Village of Angel Fire approved the provision of the extraordinary care described by VMDC. If extraordinary care requires emergency attention, VMDC shall initiate immediate care, including transport to appropriate medical facility if necessary. In the event of emergency extraordinary care, VMDC shall notify the Village of Angel Fire of the emergency medical or mental health treatment of its detainee(s) within twenty-four (24) hours of same.

c. Medical Transportation. Colfax County shall bear the cost of medical transportation of a Village of Angel Fire detainee to a medical facility within Colfax County. The Village of Angel Fire shall bear the cost of medical transportation of its detainee to a medical facility outside Colfax County.

d. Transfers. A detainee transferred from a different detention facility or medical facility having received a medical clearance therefrom shall not be required to obtain a clearance from VMDC prior to incarceration.

e. Although telephone numbers are provided to facilitate communication, all notifications, or approvals pursuant to this paragraph shall be documented by email to the addresses set out herein. A change in the contact information for either party for the purposes of this paragraph shall only be effective by notification.

VMDC

Village of Angel Fire

Warden Regina Slade

\_\_\_\_\_  
Name (Primary)

\_\_\_\_\_  
Name (Primary)

575-445-3691

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Telephone Number

575-707-0163

\_\_\_\_\_  
After-hours Telephone Number

\_\_\_\_\_  
After-hours Telephone Number

Monte Gore, County Manager

\_\_\_\_\_  
Name (Alternate)

\_\_\_\_\_  
Name (Alternate)

575-445-9661

Telephone Number

Telephone Number

575-707-0290

After-hours Telephone Number

After-hours Telephone Number

4. Transportation

a. The Village of Angel Fire shall transport inmates to and from the Village of Angel Fire at its own cost.

b. Illegal items and/or contraband found in a detainee's possession during the booking process will be confiscated and turned over to the Village of Angel Fire for additional charges, disposal, or destruction.

c. When an inmate is released from VMDC, VMDC will not be required to transport the inmate to The Village of Angel Fire but will forward documentation on said release to the Village of Angel Fire Sheriff's Office for their record.

5. Compensation. The Contractor shall pay the County \$ 104.74, per full or partial calendar day for each Contractor detainee confined at VMDC. VMDC has the option to review and increase this Contract by mutual agreement of both parties, upon the anniversary date in an amount equal to five percent (5%) of the then current rate.

6. Invoices. The County shall bill the Contractor for all detainees housed at VMDC monthly and shall provide the Contractor a statement containing the names of the Contractor's detainee(s) with their booking number and dates of incarceration, so the total number of days billed and the total Contractor detainee costs for the month. The Contractor shall pay the bill within thirty (30) days of receipt.

7. Term. This agreement shall become effective when signed by both parties. The initial term of the agreement is one year/ 12 months. Unless either party provides thirty days' written notice to the other party of its intent not to renew the agreement, the agreement will automatically be renewed for a one-year period, not to exceed a total of four (4) years.

8. Termination. This agreement may be terminated by either party upon thirty (30) days' written notice to the party, however, a termination shall not be effective until such time as all the Contractor's detainees have been removed from the VMDC. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. If notice of termination is given by either party, the Contractor must pick up its detainees within the 30-day written notice period or be subject to a charge of (\$190.00) per day beginning on the 31<sup>st</sup> day. Upon termination of this agreement, the County is under no obligation to accept the Contractor's detainees.

9. No third-party beneficiaries. This agreement does not create, nor does either party to this agreement intend to create any right, title, or interest in or for the benefit of any person other than the County or the Contractor, and no person shall claim any right, title, or interest under this agreement or seek to enforce this agreement as a third-party beneficiary of this agreement or otherwise.

10. Insurance. The County maintains public liability insurance for its operation of the VMDC. The



Contractor shall always maintain a policy of public liability insurance (or approved program of self-insurance) for its activities under this Agreement.

11. Liability. Each party shall be solely responsible for fiscal or other sanctions occasioned because of its own violation or alleged violation of requirements applicable to the performance of the agreement. Each party shall be liable for its actions subject to the immunities and limitation of the New Mexico Tort Claims Act.
12. Worker's compensation. The County shall comply with state laws and rules applicable to worker's compensation benefits for its employees.
13. Subcontracting. The County may subcontract the services to be performed under this agreement. If a person housed at the VMDC is transferred to another facility pursuant to a subcontract, the Contractor shall be notified within twenty-four (24) hours of the transfer. If the County subcontracts the services to be performed under this agreement, any such subcontractor shall be bound to the same terms as described herein.
14. Records and audit.
  - a. The County shall maintain detailed records and shall endeavor to ensure that billing statements are accurate and correspond to detainee housing and booking records. Such records shall be subject to inspection by the Contractor, the Department of Finance and Administration and the State Auditor.
  - b. The Contractor shall provide as requested all court and/or arrest documents necessary to justify the Contractor's detainee incarceration and shall furnish all criminal histories of Contractor detainees in custody at VMDC.
15. Amendments. This agreement shall not be altered, changed, or amended except by an instrument, in writing, executed and approved by both parties.
16. Scope of agreement. This agreement incorporated all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written agreement. No prior agreement, covenant or understanding verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement.
17. Applicable law. This agreement shall be governed by the laws of the State of New Mexico.
18. Representation and warranties. The County hereby represents that it is in compliance with the Americans with Disabilities Act.
19. Non-discrimination. The County is an Equal Opportunity Employer.
20. Access by contractor. The Contractor, through permission of the Detention Administrator of VMDC, may inspect the conditions under which its detainees are detained at the VMDC. Access to VMDC shall be coordinated through the Detention Administrator or their designee.



21. Severability. Should any part of this agreement be determined invalid or unenforceable by a court, the remainder of this agreement shall not be affected and shall remain valid and enforceable to the fullest extent of the law.
22. Authority The individuals signing below on behalf of the parties hereby warrant and represent that they have full legal authority to bind the parties to this Contract and have taken whatever steps are required by law and their governing documents to do so. Electronically duplicated signatures shall be permitted and, if used, shall be binding. This Contract may be signed in duplicate originals bearing the signatures of fewer than all parties if all parties have signed at least one duplicate original.

IN **WITNESS WHEREOF**, the County and the Contractor have caused this agreement to be executed, said Agreement to become effective when signed by both parties.

## COLFAX COUNTY, NEW MEXICO

\_\_\_\_\_  
Si Trujillo, Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Lou Kern, Vice Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bret Wier, Member

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Rayetta M. Trujillo (Colfax County Clerk

(\_\_\_\_\_) County New Mexico

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
City Clerk

TASK ORDER FOR  
PROFESSIONAL SERVICES AGREEMENT BETWEEN  
MOLZEN-CORBIN & ASSOCIATES, P.A. (ENGINEER/ARCHITECT)  
AND COLFAX COUNTY (OWNER), DATED JUNE 14, 2021.

**TASK ORDER NO. 8a**

**TASK TITLE: Professional Services for Preliminary Design for Event Center Improvements at the Colfax County Event Center**

The OWNER directs the ENGINEER/ARCHITECT to provide services as described below:  
This task order includes the work necessary to:

- Perform on site measuring and photo documentation of existing conditions.
- Confirm utility adequacy for proposed development.
- Perform site and building preliminary design and construction budget for review and approval. Design to include an addition to the existing pre-engineered metal building currently being utilized as an event center, building improvements including electrical service upgrade, interior lighting replacement, fire sprinkler system, building insulation upgrades and water service necessary for the fire sprinkler system. The approximate 750 SF addition shall include women's and men's restrooms, a family restroom, janitor's closet, and drinking fountains.
- Prepare schematic civil, architectural, electrical drawings.
- Site replacement of the septic system leach field.
- Prepare construction cost estimate.

This task order assumes the County will provide a boundary survey or plat of the property and does not include any environmental documentation or permitting. MCA assumes that the existing septic tank is adequately sized and not in need of replacement, and therefore the task order does not include design for a replacement tank. Under this task order, no subconsultants will be engaged for Geotechnical, plumbing, mechanical, structural and fire protection design. These will occur under a separate task order.

The ENGINEER/ARCHITECT will be paid a lump sum fee as stated and as based upon the attached man-hour estimate. Total for the services proposed in this task order is \$42,490.00 excluding New Mexico Gross Receipts Tax.

The ENGINEER/ARCHITECT estimates the period of performance to be as follows: complete by June 1, 2024

**Proposed by  
ENGINEER/ARCHITECT**

Date 6/16/2021

**Approved by County**

Date \_\_\_\_\_

*For Client Use Only*

Department	Project	P.O. No.	Account Number

Contract Amount  
Events Center Preliminary Design  
Colfax County

MOLZENCORBIN

John Quinn Pate

COST  
CALCULATED  
CONTRACT AMOUNT

BASIC FEE (Labor)				
SUBTOTAL LABOR				\$40,162.50
OTHER DIRECT SUBCONSULTANTS	Sub Type	Phase		
SUBTOTAL OTHER DIRECT SUBCONSULTANTS				\$0.00
Reimbursable Markup (if any)				10%
SUBTOTAL OTHER DIRECT SUBCONSULTANTS				\$0.00
OTHER DIRECT EXPENSES (ODE'S)				Quantity
In-House Copies		\$0.11		\$0.00
In-House Color Copies (8 1/2 x 11)		\$1.00		\$0.00
In-House Color Copies (11 x 17)		\$2.00		\$0.00
In-House Large Format Plots		\$3.00		\$0.00
Commercial Copies		\$0.06		\$0.00
Commercial Prints		\$1.02		\$0.00
Commercial Color Copies		\$1.50		\$0.00
In-House or Commercial Mylars		\$10.50		\$0.00
Mileage		\$0.575		\$0.00
Commercial Travel				
Lodging-Per Diem (Verify With Accounting)		\$94.00		\$0.00
Meals - Per Diem (per person /day) (Verify With Accounting)		\$55.00		\$0.00
Photo				
Postage				
Supplies				
SUBTOTAL OTHER DIRECT EXPENSES				\$0.00
TOTAL BASIC FEE				\$40,162.50
REIMBURSABLES				Quantity
In-House Copies		\$0.11	125.00	\$13.75
In-House Color Copies (8 1/2 x 11)		\$1.00	25.00	\$25.00
In-House Color Copies (11 x 17)		\$2.00	25.00	\$50.00
In-House Large Format Prints		\$3.00	0.00	\$0.00
In-House Large Format Plots		\$3.00	50.00	\$150.00
Commercial Copies		\$0.06	200.00	\$12.00
Commercial Prints		\$1.02	30.00	\$30.60
Commercial Color Copies		\$1.50		\$0.00
In-House or Commercial Mylars		\$10.50		\$0.00
Mileage		\$0.650	2,000.00	\$1,300.00
Bidding Documents (Specs & Plans)				
Commercial Travel				
Lodging-Per Diem (per person/per day)		\$96.00		\$0.00
Meals - Per Diem (per person /per day)		\$59.00	6.00	\$354.00
Photo				
Postage				
Supplies/Misc.				
SUBTOTAL REIMBURSABLES				\$1,935.35
SUBTOTAL BASIC FEE, ADD. SERVICES, REIMBURSABLES				\$42,097.85
NMGR				5.8330%
TOTAL				\$44,553.42

ARCHITECTURE MANHOUR ESTIMATE  
Events Center Restroom Upgrades  
Colfax County  
John Quinn Pate

MOLZENCORBIN

		ARCHITECTURE					ADMINISTRATIVE			Grand Totals
No.	Project Task	Principal Architect	Senior Architect	Project Architect	Architect Intern II	Architectural Designer	Departmental Totals	ADMIN - Support	ADMIN. Totals	
<b>I. Pre-Design/Study/Programming</b>										
1	Site Visits		4.50			12.00	16.50		0.00	16.50
2	Work Plan Development		6.00				6.00		0.00	6.00
3	Proposal Development		6.00				6.00		0.00	6.00
4	As-Built Measurements / Drawing			9.00			9.00		0.00	9.00
5	Consultant Contract Coordination		4.00				4.00		0.00	4.00
6	Consultant Contracts		4.00				4.00	4.00	4.00	8.00
7	Revit Modeling of Existing			2.00	8.00		10.00		0.00	10.00
8	Project Kickoff Meeting - Internal		1.00	2.00			3.00		0.00	3.00
9							0.00		0.00	0.00
10							0.00		0.00	0.00
11	CADD Management						0.00		0.00	0.00
12	Project Management	2.50	4.00	4.00			10.50		0.00	10.50
13	Quality Assurance		4.00	4.00			8.00		0.00	8.00
<b>Subtotal Hours Pre-Design/Study/Programming</b>		2.50	33.50	21.00	8.00	12.00	77.00	4.00	4.00	81.00
<b>Subtotal Fees Pre-Design/Study/Programming</b>		\$537.50	\$6,030.00	\$3,045.00	\$800.00	\$1,280.00	\$11,672.50	\$360.00	\$360.00	\$12,032.50
<b>II. Preliminary Design (60%)</b>										
1	Client proposed plan Kickoff (Virtual)	2.00		2.00	2.00		6.00		0.00	6.00
2	Prepare base plans	0.50		2.00	8.00		10.50		0.00	10.50
3	Prepare schematic drawings			2.00	8.00		18.00		0.00	18.00
4	Initial Code Evaluation			4.00			4.00		0.00	4.00
5	Coordinate Site/Civil			2.00			2.00		0.00	2.00
6	Coordinate Site Utilities			2.00			2.00		0.00	2.00
7	Initial Materials Evaluation			2.00	4.00		12.00		0.00	12.00
8	Coordinate Electrical			2.00	4.00		6.00		0.00	6.00
9	Coordinate Mechanical and Plumbing			2.00	4.00		6.00		0.00	6.00
10	Door and Door Hardware Selection			4.00			4.00		0.00	4.00
11	Coordinate Mechanical			2.00	4.00		6.00		0.00	6.00
12	Initial Cost Estimate			4.00			4.00		0.00	4.00
13							0.00		0.00	0.00
14	CADD Management						0.00		0.00	0.00
15	Project Management	2.50	4.00	4.00			10.50		0.00	10.50
16	Quality Assurance	2.00	4.00	4.00			10.00		0.00	10.00
<b>Subtotal Hours Preliminary Design (60%)</b>		7.00	8.00	38.00	34.00	0.00	101.00	0.00	0.00	101.00
<b>Subtotal Fees Preliminary Design (60%)</b>		\$1,505.00	\$1,440.00	\$5,510.00	\$3,400.00	\$0.00	\$13,465.00	\$0.00	\$0.00	\$13,465.00
<b>Subtotal Hours Construction Drawings</b>		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Subtotal Fees Construction Drawings</b>		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Subtotal Hours</b>		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Subtotal Fees</b>		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>V. Construction Drawings</b>										
1	Plan Set Management						0.00		0.00	0.00
2	Subconsulting Coordination						0.00		0.00	0.00
3	Cover Sheet						0.00		0.00	0.00
4	Building Criteria Sheet						0.00		0.00	0.00
5	Finalize Floor						0.00		0.00	0.00
6	Selective Demolition Plan / Site Plan						0.00		0.00	0.00
7	Finalize Building / Site Details						0.00		0.00	0.00
8	Finalize Door and Window						0.00		0.00	0.00
9	Finalize Finish Plans and Details						0.00		0.00	0.00
10	Site Interface						0.00		0.00	0.00
11	Finalize Division 0						0.00		0.00	0.00
12	Finalize Division 1						0.00		0.00	0.00
13	Finalize Technical Specifications						0.00		0.00	0.00
14	Estimate of Probable Construction Cost						0.00		0.00	0.00
15	Assemble Bid Sets						0.00		0.00	0.00
16	CADD Management						0.00		0.00	0.00
17	Project Management						0.00		0.00	0.00
18	Quality Assurance						0.00		0.00	0.00
<b>Subtotal Hours Construction Drawings</b>		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Subtotal Fees Construction Drawings</b>		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>VI. Bidding/Award</b>										
1	Advertise						0.00	1.00	1.00	1.00
2	Questions						6.00		0.00	6.00
3	Prebid Conference						9.00		0.00	9.00



ARCHITECTURE MANHOUR ESTIMATE  
Events Center Restroom Upgrades  
Colfax County  
John Quinn Pate

MOLZENCORBIN

No.	Project Task	ARCHITECTURE					MINISTRAT		ADMIN. Totals	Grand Totals
		Principal Architect	Senior Architect	Project Architect	Architect Intern II	Architectural Designer	Departmental Totals	ADMIN - Support		
4	Addenda						0.00	4.00	4.00	4.00
5	Bid						9.00		0.00	9.00
6	Info for Award						4.00	4.00	4.00	8.00
7	Notice of Award						0.00		0.00	0.00
8	Construction Contract Preparation						1.00	4.00	4.00	5.00
9							0.00		0.00	0.00
10	Project Management						0.00		0.00	0.00
11	Quality Assurance						0.00		0.00	0.00
Subtotal Hours Bidding/Award		0.00	0.00	0.00	0.00	0.00	29.00	13.00	13.00	42.00
Subtotal Fees Bidding/Award		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,335.00	\$1,170.00	\$1,170.00	\$4,505.00
VII. Construction Admin. Services										
1	PreConstruction Conference						0.00		0.00	0.00
2	Submittals						0.00		0.00	0.00
3	RFI/ASI						0.00		0.00	0.00
4	Field Observations (3)						0.00		0.00	0.00
5	Field Reports (3)						0.00		0.00	0.00
6	Punch List						0.00		0.00	0.00
7	Final Inspection						0.00		0.00	0.00
8	Final Inspection Report						0.00		0.00	0.00
9	As-Constructed Drawings						0.00		0.00	0.00
10							0.00		0.00	0.00
11							0.00		0.00	0.00
12	Project Management						0.00		0.00	0.00
13	Quality Assurance						0.00		0.00	0.00
Subtotal Hours Construction Admin. Services		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Fees Construction Admin. Services		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
VIII. Closeout										
1	11-Month Inspection						0.00		0.00	0.00
2	11-Month Report						0.00		0.00	0.00
3	Project Management						0.00		0.00	0.00
4	Quality Assurance						0.00		0.00	0.00
Subtotal Hours Closeout		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Fees Closeout		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Labor Hours		9.50	41.50	59.00	42.00	12.00	207.00	17.00	17.00	224.00
Standard Billing Rate or Fee		\$215.00	\$180.00	\$145.00	\$100.00	\$105.00		\$90.00		
Fee Dollars		\$2,042.50	\$7,470.00	\$8,555.00	\$4,200.00	\$1,260.00	\$28,472.50	\$1,530.00	\$1,530.00	\$30,002.50

**CIVIL MANHOUR ESTIMATE**  
**Events Center Preliminary Design**  
**Colfax County**  
**John Quinn Pate**

**MOLZENCORBIN**

No.	Project Task	CIVIL			ADMIN		
		Senior Engineer	Senior Engineering Design Technician	Design Technician	Departmental Totals	ADMIN - Support	ADMIN. Totals
<b>II.</b>	<b>Preliminary Design (60%)</b>						
1	Site Grading			4.00	4.50		0.00
2	Leach field Replacement Layout and Plan and Profiles			16.00	20.00		0.00
3	Civil details			8.00	10.00		0.00
4	Cost Estimate			2.00	4.00		0.00
5	Specifications				2.00	1.00	1.00
6	Coordination with County	4.00			8.00		0.00
7					0.00		0.00
18					0.00		0.00
19	CADD Management				0.00		0.00
20	Project Management				0.00		0.00
21	Quality Assurance				0.00		0.00
Subtotal Hours Preliminary Design (60%)		4.00	0.00	30.00	34.00	1.00	1.00
Subtotal Fees Preliminary Design (60%)		\$780.00	\$0.00	\$3,300.00	\$4,080.00	\$90.00	\$90.00
<b>V.</b>	<b>Final Design (100%)</b>						
1	Site Grading				0.00		0.00
2	Leach field Replacement Layout and Plan and Profiles						
3	Civil Details				0.00		0.00
4	Cost Estimate				0.00		0.00
5	Specifications				0.00		0.00
6	Coordination with County				0.00		0.00
22	CADD Management				0.00		0.00
23	Project Management				0.00		0.00
24	Quality Assurance				0.00		0.00
Subtotal Hours Construction Drawings		0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Fees Construction Drawings		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>VI.</b>	<b>Bidding/Award</b>						
1	Bidding Questions				0.00		0.00
2					0.00		0.00
5					0.00		0.00
6	Project Management				0.00		0.00
7	Quality Assurance				0.00		0.00
Subtotal Hours Bidding/Award		0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Fees Bidding/Award		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>VII.</b>	<b>Construction Admin. Services</b>						
1	Site Observation of Work				0.00		0.00
2	Submittals				0.00		0.00
9	Project Management				0.00		0.00
10	Quality Assurance				0.00		0.00
Subtotal Hours Construction Admin. Services		0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Fees Construction Admin. Services		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>VIII.</b>	<b>Closeout</b>						
1	Prepare As-Built				0.00		0.00
3	Project Management				0.00		0.00
4	Quality Assurance				0.00		0.00
Subtotal Hours Closeout		0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Fees Closeout		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Labor Hours		4.00	0.00	30.00	34.00	1.00	1.00
Standard Billing Rate or Fee		\$195.00	\$115.00	\$110.00		\$90.00	
Fee Dollars		\$780.00	\$0.00	\$3,300.00	\$4,080.00	\$90.00	\$90.00
							\$4,170.00

**ELECTRICAL MANHOOR ESTIMATE**  
**Events Center Preliminary Design**  
**Colfax County**  
**John Quinn Pate**

**MOLZENCOP**

		ELECTRICAL				MINISTRAT		
No.	Project Task	Principal Engineer	Project Engineer	Engineering Intern I	Engineering Design Specialist	Departmental Totals	ADMIN - Support	Grand Totals
II. Preliminary Design (60%)								
1	Site Plan		1.00		4.00	5.00		5.00
2	Enlarged Plan		3.00	2.00	5.00	10.00		10.00
3	Panel Schedules		1.00		2.00	3.00		3.00
4	Calcs		2.00			2.00		2.00
5	Coordination with Mechanical		1.00		2.00	3.00		3.00
6	Coordination with Architectural		1.00		2.00	3.00		3.00
7	Div 28 Specs		2.00			2.00	1.00	3.00
8	Cost Estimate		1.00			1.00		1.00
9	Submit to County for Review		1.00		1.00	2.00		2.00
10	Quality Assurance	4.00				4.00		4.00
Subtotal Hours Preliminary Design (60%)		4.00	13.00	2.00	16.00	35.00	1.00	36.00
Subtotal Fees Preliminary Design (60%)		\$880.00	\$2,015.00	\$190.00	\$1,760.00	\$4,825.00	\$90.00	\$4,915.00
III. Construction Drawings								
1	Site Plan					0.00		0.00
2	Enlarged Plan					0.00		0.00
3	Panel Schedules					0.00		0.00
4	Coordination with Mechanical					0.00		0.00
5	Coordination with Architectural					0.00		0.00
6	Div 28 Specs					0.00		0.00
7	Cost Estimate					0.00		0.00
8	Prepare Signed/Stamped Documents					0.00		0.00
9						0.00		0.00
10						0.00		0.00
11	Quality Assurance	2.00				2.00		2.00
Subtotal Hours Construction Drawings		2.00	0.00	0.00	0.00	2.00	0.00	2.00
Subtotal Fees Construction Drawings		\$430.00	\$0.00	\$0.00	\$0.00	\$430.00	\$0.00	\$430.00
Subtotal Hours Construction Drawings		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Fees Construction Drawings		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
VI. Bidding/Award								
1	Respond to bidders question					0.00		0.00
2						0.00		0.00
Subtotal Hours Bidding/Award		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Fees Bidding/Award		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
VII. Construction Admin. Services								
1	Submittal Reviews					0.00		0.00
2	Respond to RFIs					0.00		0.00
3	Pre-Final Site Vist and Punch List					0.00		0.00
4	Record Drawings					0.00		0.00
5						0.00		0.00
6	Quality Assurance					0.00		0.00
Subtotal Hours Construction Admin. Services		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Fees Construction Admin. Services		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Labor Hours		9.00	13.00	2.00	16.00	40.00	1.00	41.00
Standard Billing Rate or Fee		\$215.00	\$155.00	\$95.00	\$110.00		\$90.00	
Fee Dollars		\$1,935.00	\$2,015.00	\$190.00	\$1,760.00	\$5,900.00	\$90.00	\$5,990.00

TASK ORDER FOR  
PROFESSIONAL SERVICES AGREEMENT BETWEEN  
MOLZEN-CORBIN & ASSOCIATES, P.A. (ENGINEER/ARCHITECT)  
AND COLFAX COUNTY (OWNER), DATED June 14, 2021.

**TASK ORDER NO. 11**

**TASK TITLE:** Prepare Bid Package Single Fire Fill Station and Tanks

The OWNER directs the ENGINEER/ARCHITECT to provide services as described below:

This task order includes the work necessary to:

- Prepare bidding documents and specifications from previous design single station (Abbott).
- Assist the County with bid reviews and recommendation of award, periodic construction site visits, pay request review, preparation of punchlist of the construction.

The fill station and tanks were designed previously. This task order separates the Abbott Station into a bid package using the design completed previously.

The ENGINEER/ARCHITECT estimates the period of performance to be as follows:

Complete bid package for submittal to the County for review on or about May 30, 2024.

The ENGINEER/ARCHITECT will be paid a lump sum fee as stated and as based upon the attached man-hour estimate.

Total for the services proposed in this task order is \$8,620.50, excluding New Mexico gross receipts tax (\$9,123.33 including NMGR at 5.833%).

**Proposed by**  
**ENGINEER/ARCHITECT**

Date 5/6/24

**Approved by County**

Date \_\_\_\_\_

*For Client Use Only*

Department	Project	P.O. No.	Account Number



CONTRACT AMOUNT  
Colfax County Fire Fill Station  
Colfax County

WP Abbott Fill Station, Calc Contract Amt

**MOLZENCORBIN**

Project Manager

COST

CALCULATED  
CONTRACT AMOUNT

<b>BASIC FEE (Labor)</b>				
<b>SUBTOTAL LABOR</b>				\$7,935.00
<b>OTHER DIRECT SUBCONSULTANTS</b>	<b>Sub Type</b>	<b>Phase</b>		
<b>SUBTOTAL OTHER DIRECT SUBCONSULTANTS</b>				\$0.00
Reimbursable Markup (if any)			10%	\$0.00
<b>SUBTOTAL OTHER DIRECT SUBCONSULTANTS</b>				\$0.00
<b>OTHER DIRECT EXPENSES (ODE'S)</b>				
		<b>Quantity</b>		
In-House Copies	\$0.11	50.00	\$5.50	
In-House Color Copies (8 1/2 x 11)	\$1.00		\$0.00	
In-House Color Copies (11 x 17)	\$2.00		\$0.00	
In-House Large Format Plots	\$3.00		\$0.00	
Commercial Copies	\$0.06		\$0.00	
Commercial Prints	\$1.02		\$0.00	
Commercial Color Copies	\$1.50		\$0.00	
In-House or Commercial Mylars	\$10.50		\$0.00	
Mileage	\$0.575	800.00	\$460.00	
Commercial Travel				
Lodging-Per Diem (Verify With Accounting)	\$84.00		\$0.00	
Meals - Per Diem (per person /day) (Verify With Accounting)	\$55.00	4.00	\$220.00	
Photo				
Postage				
Supplies				
<b>SUBTOTAL OTHER DIRECT EXPENSES</b>				\$685.50
<b>TOTAL BASIC FEE</b>				\$8,620.50
<b>REIMBURSABLE SUBCONSULTANTS</b>		<b>Phase</b>		
Subconsultant Subtotal			\$0.00	\$0.00
				\$0.00
				\$0.00
<b>In House Survey From Survey Contract Amount (Excluding GRT)</b>				\$0.00
<b>SUBTOTAL ADDITIONAL SERVICES</b>				\$0.00
<b>REIMBURSABLES</b>				
		<b>Quantity</b>		
In-House Copies	\$0.11		\$0.00	
In-House Color Copies (8 1/2 x 11)	\$1.00		\$0.00	
In-House Color Copies (11 x 17)	\$2.00		\$0.00	
In-House Large Format Prints	\$3.00		\$0.00	
In-House Large Format Plots	\$3.00		\$0.00	
Commercial Copies	\$0.06		\$0.00	
Commercial Prints	\$1.02		\$0.00	
Commercial Color Copies	\$1.50		\$0.00	
In-House or Commercial Mylars	\$10.50		\$0.00	
Mileage	\$0.580		\$0.00	
Bidding Documents (Specs & Plans)				
Commercial Travel				
Lodging-Per Diem (per person/per day)	\$96.00		\$0.00	
Meals - Per Diem (per person /per day)	\$59.00		\$0.00	
Photo				
Postage				
Supplies/Misc.				
<b>SUBTOTAL REIMBURSABLES</b>				\$0.00
<b>SUBTOTAL BASIC FEE, ADD. SERVICES, REIMBURSABLES</b>				\$8,620.50
<b>NMGRT</b>				\$502.83
<b>TOTAL</b>				\$9,123.33

WATER RESOURCES MANHOUR ESTIMATE  
Colfax County Fire Fill Station  
Colfax County  
Project Manager

**MOLZENCORBIN**

		WATER RESOURCES			MINISTRAT			
No.	Project Task	Senior Engineer	Engineering Intern II	Senior Engineering Design Specialist	Departmental Totals	ADMIN - Support	ADMIN. Totals	Grand Totals
VI. Bidding/Award								
1	Prepare bid set for single fire station from previous design		2.00	4.00	6.00	2.00	2.00	8.00
2	Assist County in AFB		1.00		1.00	1.00	1.00	2.00
3	Respond to Requests for Information	1.00	2.00		3.00		0.00	3.00
4	Bid review and recommendation of award	1.00			1.00		0.00	1.00
5					0.00		0.00	0.00
6	Project Management				0.00		0.00	0.00
7	Quality Assurance				0.00		0.00	0.00
Subtotal Hours Bidding/Award		2.00	5.00	4.00	11.00	3.00	3.00	14.00
Subtotal Fees Bidding/Award		\$440.00	\$875.00	\$580.00	\$1,695.00	\$300.00	\$300.00	\$1,995.00
VII. Construction Admin. Services								
1	Submittal reviews	1.00	2.00		3.00		0.00	3.00
2	Answer Requests for Information	1.00	2.00		3.00		0.00	3.00
3	Construction site visit incl punchlist site visit		12.00		12.00		0.00	12.00
4	Review pay request	0.50	1.00		1.50		0.00	1.50
5	Prepare record dwgs		1.00	2.00	3.00		0.00	3.00
6					0.00		0.00	0.00
7					0.00		0.00	0.00
8					0.00		0.00	0.00
9	Project Management				0.00		0.00	0.00
10	Quality Assurance				0.00		0.00	0.00
Subtotal Hours Construction Admin. Services		2.50	18.00	2.00	22.50	0.00	0.00	22.50
Subtotal Fees Construction Admin. Services		\$550.00	\$2,430.00	\$290.00	\$3,270.00	\$0.00	\$0.00	\$3,270.00
VIII. Closeout								
1					0.00		0.00	0.00
2					0.00		0.00	0.00
3	Project Management				0.00		0.00	0.00
4	Quality Assurance				0.00		0.00	0.00
Subtotal Hours Closeout		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Fees Closeout		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Labor Hours		7.50	23.00	6.00	36.50	3.00	3.00	39.50
Standard Billing Rate or Fee		\$220.00	\$135.00	\$145.00		\$100.00		
Fee Dollars		\$1,650.00	\$3,105.00	\$870.00	\$5,625.00	\$300.00	\$300.00	\$5,925.00

ELECTRICAL MANHOUR ESTIMATE  
Colfax County Fire Fill Station  
Colfax County  
Project Manager

**MOLZENCORBIN**

ELECTRICAL					
No.	Project Task	Senior Engineer	Engineering Design Specialist	Departmental Totals	Grand Totals
<b>IV.</b>	<b>Construction Documents</b>				
1				0.00	0.00
2	Prepare bid set for single fire station from previous design	0.50	4.00	4.50	4.50
3				0.00	0.00
22	CADD Management			0.00	0.00
23	Project Management			0.00	0.00
24	Quality Assurance	1.00		1.00	1.00
	<b>Subtotal Hours Construction Documents</b>	1.50	4.00	5.50	5.50
	<b>Subtotal Fees Construction Documents</b>	\$330.00	\$560.00	\$890.00	\$890.00
<b>VI.</b>	<b>Bidding/Award</b>				
1	Prepare bid set for single fire station		3.00	3.00	3.00
2	Respond to RFI during Bidding		1.00	1.00	1.00
3				0.00	0.00
4				0.00	0.00
5				0.00	0.00
6	Project Management			0.00	0.00
7	Quality Assurance			0.00	0.00
	<b>Subtotal Hours Bidding/Award</b>	0.00	4.00	4.00	4.00
	<b>Subtotal Fees Bidding/Award</b>	\$0.00	\$560.00	\$560.00	\$560.00
<b>VII.</b>	<b>Construction Admin. Services</b>				
1	Review submittals and respond to RFI during Bidding		4.00	4.00	4.00
2				0.00	0.00
3				0.00	0.00
4				0.00	0.00
5				0.00	0.00
6				0.00	0.00
7				0.00	0.00
8				0.00	0.00
9	Project Management			0.00	0.00
10	Quality Assurance			0.00	0.00
	<b>Subtotal Hours Construction Admin. Services</b>	0.00	4.00	4.00	4.00
	<b>Subtotal Fees Construction Admin. Services</b>	\$0.00	\$560.00	\$560.00	\$560.00
	<b>Subtotal Hours Closeout</b>	0.00	0.00	0.00	0.00
	<b>Subtotal Fees Closeout</b>	0.00	0.00	0.00	0.00
	<b>Total Labor Hours</b>	1.50	12.00	13.50	13.50
	<b>Standard Billing Rate or Fee</b>	\$220.00	\$140.00		
	<b>Fee Dollars</b>	\$330.00	\$1,680.00	\$2,010.00	\$2,010.00



# Colfax County

## Board of Commissioners

P.O. Box 1498 • Raton, New Mexico 87740  
Ph. (575) 445-9661 • Fax. (575) 445-2902  
[www.co.colfax.nm.us](http://www.co.colfax.nm.us)



### County Commissioners

Si Trujillo  
Chairman  
Raton, NM 87740  
(505) 617-6893

Mary Lou Kern  
Vice Chairman  
Raton, NM 87740  
505-617-6895

Bret E. Wier  
Member  
P.O. Box 664  
Angel Fire, NM 87710  
(505) 652-0039

Monte K. Gore  
Colfax County Manager  
230 North 3rd Street  
Raton, NM 87740  
(575) 445-9661

### Elected Officials

Lydia M. Garcia  
County Treasurer  
(575) 445-3171

Kristi E. Graham  
County Assessor  
(575) 445-2314

Royal Quint  
Probate Judge  
(575) 445-9565

## REQUEST FOR PROPOSALS

#2024-01

### On-Call Engineering Services

Notice is hereby given that the Board of Commissioners of Colfax County will accept sealed proposals for On-Call Engineering Services for the Offices of Colfax County.

Proposal specifications may be picked up at the Office of the County Manager, Colfax County Building 230 N 3<sup>rd</sup> Street, 3<sup>rd</sup> Floor. Raton, NM 87740 or requests may be sent to: [davila@co.colfax.nm.us](mailto:davila@co.colfax.nm.us)

Sealed Proposals must be received by **2:00 P.M. MST, Thursday, June 6, 2024** at the following address:

Office of the County Manager  
**Attn: Danielle Avila**  
P.O. Box 1498  
230 N 3<sup>rd</sup> St.  
Raton, NM 87740.

For further information contact:

Danielle Avila  
Chief Procurement Officer  
575-445-9661  
[davila@co.colfax.nm.us](mailto:davila@co.colfax.nm.us)

Colfax County reserves the right to award a contract not necessarily to the offeror with the best rates, but that demonstrates the best ability to fulfill all requirements of this request for proposals. The New Mexico Procurement Code, Sections 13-1-28 through 13-1-99 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.





# Colfax County

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Royal Quint  
Probate Judge  
(575) 445-9565

APPROVED IN OPEN MEETING THIS 14<sup>th</sup> DAY OF MAY 2024

COLFAX COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
SI TRUJILLO, CHAIRMAN

\_\_\_\_\_  
MARY LOU KERN, VICE-CHAIRMAN

\_\_\_\_\_  
BRET E. WEIR, MEMBER

ATTEST:

\_\_\_\_\_  
RAYETTA M. TRUJILLO, CLERK OF THE BOARD

# **COLFAX COUNTY**

## **REQUEST FOR PROPOSALS (RFP)**

### ***On Call Engineering Services***



**RFP# 2024-01**

Issue Date: May 14, 2024

Deadline: June 6, 2024

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## I. INTRODUCTION

### A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of On Call Engineering Services for Colfax County.

### B. BACKGROUND INFORMATION

Colfax County resides the Manager's office at 230 N. 3<sup>rd</sup> St., Raton, New Mexico. The County is looking for Engineering Services for all County Departments in need of such Services. With continuing construct and capital improvements on County Infrastructure Engineering Services are imperative to continue to move forward with progress.

### C. SCOPE OF PROCUREMENT

Request for Proposal for On Call Engineering Services.

**TERM:** An agreement for the period not to exceed one (1) year, with an option of renewal not to exceed 4 (four), one (1) year periods, starting with the effective date of the Agreement.

### D. CHIEF PROCUREMENT OFFICER

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

Name: Danielle Avila, Chief Procurement Officer  
Address: 230 North 3<sup>rd</sup> St., 3<sup>rd</sup> Floor,  
PO Box 1498  
Raton, NM 87740  
Telephone: (575)445-9661  
Fax: (575)445-2902  
Email : [davila@co.colfax.nm.us](mailto:davila@co.colfax.nm.us)

Field Code Changed

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

Name: Danielle Avila  
Reference RFP Name: **ON CALL ENGINEERING SERVICES - RFP# 2024-01**  
Address: Colfax County  
230 North 3<sup>rd</sup> St., 3<sup>rd</sup> Floor  
PO Box 1498  
Raton, New Mexico 87740

3. Any inquiries or requests regarding this procurement should be submitted, in writing, to the Chief Procurement Officer. Offerors may contact ONLY the Chief Procurement Officer regarding this procurement. Other county employees or Evaluation Committee members do not have the authority to respond on behalf of Colfax County. Protests of the solicitation or award must be delivered by mail to the County Manager's Office, Attn: Protest Officer, ONLY protests delivered directly to the Protest Officer in writing and in a timely fashion will be considered to have been submitted properly and in accordance with this Request for Proposals. Emailed protests will not be considered as properly submitted nor will protests delivered to the Chief Procurement Officer be considered properly submitted.

## E. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

**"Authorized Purchaser"** means an individual authorized by a Participating Entity to place orders against this contract.

**"Award"** means the final execution of the contract document.

**"Business Hours"** means 7:00 AM thru 5:30 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

**"Chief Procurement Officer"** means any person or designee authorized by Colfax County to administer contracts and make written determinations and recommendations with respect thereto.

**"Close of Business"** means 5:30 PM Mountain Standard or Daylight Time, whichever is in use at that time.

**"Confidential"** means confidential financial information concerning offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.

**"Contract"** means any agreement for the procurement of items of tangible personal property, services or construction.

**"Contractor"** means any business having a contract with Colfax County or local public body.

**"Determination"** means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

**"Desirable"** the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.

**“Electronic Version/Copy”** means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (cd) or USB flash drive. The electronic version/copy can NOT be emailed.

**“Evaluation Committee”** means a body appointed to perform the evaluation of Offerors’ proposals.

**“Evaluation Committee Report”** means a report prepared by the Chief Procurement Officer and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

**“Finalist”** means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

**“Hourly Rate”** means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel.

**“IT”** means Information Technology.

**“Mandatory”** – the terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

**“Minor Technical Irregularities”** means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

**“Multiple Source Award”** means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.

**“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.

**“Price Agreement”** means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state Colfax County or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

**“Project”** means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

**“Redacted”** means a version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in Section II.C.8 of this RFP blacked out BUT NOT omitted or removed.

**“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.

**“Responsible Offeror”** means an Offeror who submits a responsive proposal 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, or items of tangible personal property described in the proposal.

**“Responsive Offer”** or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.

**“Sealed”** means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The County reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Chief Procurement Officer. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Chief Procurement Officer in such cases.

**“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.

**“State (the State)”** means the State of New Mexico.

**“Statement of Concurrence”** means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable” etc.)

**“Unredacted”** means a version/copy of the proposal containing all complete information including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

**“Written”** means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

## **F. PROCUREMENT LIBRARY**

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection or by contacting the Chief Procurement Officer and scheduling an appointment. The library contains information listed below:



Procurement Regulations and Request for Proposal – RFP instructions:  
[www.co.colfax.nm.us](http://www.co.colfax.nm.us)

## II. CONDITIONS GOVERNING THE PROCUREMENT

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

### A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
1. Issue RFP	Colfax County	May 14, 2024
2. Acknowledgement of Receipt	Potential Offerors	May 23, 2024 by 4:00 PM MST/MDT
3. Pre-Proposal Conference	Colfax County	n/a
4. Deadline to submit Questions	Potential Offerors	May 27, 2024 by 2:00 PM MST/MDT
5. Response to Written Questions	Chief Procurement Officer	May 30, 2024 by 5:00 PM MST/MDT
6. <i>Submission of Proposal</i>	<i>Potential Offerors</i>	<i>June 6, 2024 by 2:00 PM MST/MDT</i>
7. Proposal Evaluation	Evaluation Committee	June 6, 2024 2:30 PM MST/MDT
8. Selection of Finalists	Evaluation Committee	June 6, 2024 immediately following
9. Best and Final Offers	Finalist Offerors	June 10, 2024 2:00 PM MST/MDT
10. Oral Presentation(s)	Finalist Offerors	Not required.
11. Finalize Contractual Agreements	Colfax County /Finalist Offerors	June 13, 2024
12. Contract Awards	Colfax County / Finalist Offerors	June 25, 2024
13. Protest Deadline	Colfax County	15 days from award

### B. EXPLANATION OF EVENTS

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

#### 1. Issuance of RFP

This RFP is being issued on behalf of Colfax County for On Call Engineering Services.

## **2. Acknowledgement of Receipt**

Potential Offerors should hand deliver, return by facsimile or registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, APPENDIX A, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Chief Procurement Officer by 4:00 pm MST or MDT on May 23, 2024.

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

## **3. Pre-Proposal Conference**

A pre-proposal conference will NOT be held as indicated in the sequence of events.

## **4. Deadline to Submit Written Questions**

Potential Offerors may submit written questions to the Chief Procurement Officer as to the intent or clarity of this RFP until 2:00 PM Mountain Standard Time/ Daylight Time as indicated in the sequence of events. All written questions must be addressed to the Chief Procurement Officer as declared in Section I, Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

## **5. Response to Written Questions**

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms described in II.B.2 before the deadline. Additional copies will be posted to: [www.co.cofax.nm.us](http://www.co.cofax.nm.us).

## **6. Submission of Proposal**

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CHIEF PROCUREMENT OFFICER NO LATER THAN 2:00 PM MOUNTAIN STANDARD TIME/ DAYLIGHT SAVINGS TIME ON JUNE 6, 2024. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Chief Procurement Officer at the address listed in Section I, Paragraph D2. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the ON CALL ENGINEERING

SERVICES - RFP# 2024-01. Proposals submitted by facsimile, or other electronic means will not be accepted.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required Colfax County signature on the contract(s) resulting from the procurement has been obtained.

#### **7. Proposal Evaluation**

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the Chief Procurement Officer may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

#### **8. Selection of Finalists**

The Evaluation Committee will select and the Chief Procurement Officer will notify the finalist Offerors as per schedule Section II. A. Sequence of Events or as soon as possible. A schedule for the oral presentation and demonstration will be determined at this time.

#### **9. Best and Final Offers**

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A., Sequence of Events or as soon as possible. Best and final offers may also be clarified and amended at finalist Offeror's oral presentation and demonstration.

#### **10. Oral Presentations**

Finalist Offerors may be required to conduct an oral presentation at a location to be determined as per schedule Section II. A., Sequence of Events or as soon as possible. Whether or not oral presentations will be held is at the discretion of the Evaluation Committee.

#### **11. Finalize Contractual Agreements**

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s). This date is subject to change at the discretion of Colfax County Commission. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the County reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

## **12. Contract Awards**

After review of the Evaluation Committee Report and the signed contractual agreement, Colfax County Commission will award as per the schedule in Section II. A., Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of Colfax County Commission.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to Colfax County, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to the approval of Colfax County Commission.

## **13. Protest Deadline**

Any protest by an Offeror must be timely. Protests must be delivered directly to the Protest Officer in writing and in a timely fashion will be considered to have been submitted properly and in accordance with this Request for Proposals. The 15-calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 pm Mountain Standard Time/ Daylight Savings Time on the 15<sup>th</sup> day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Colfax County Manager's Office  
**Attn: Protest Officer**  
230 North 3<sup>rd</sup> St., 2<sup>nd</sup> Floor  
Raton, NM 87740  
(575) 445-9661

Protests received after the deadline will not be accepted.

## **C. GENERAL REQUIREMENTS**

### **1. Acceptance of Conditions Governing the Procurement**

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

### **2. Incurring Cost**

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.



### **3. Prime Contractor Responsibility**

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with Colfax County which may derive from this RFP. Colfax County entering into a contractual agreement with an organization will make payments to only the prime contractor.

### **4. Amended Proposals**

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. Colfax County personnel will not merge, collate, or assemble proposal materials.

### **5. Offeror's Rights to Withdraw Proposal**

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Chief Procurement Officer and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

### **6. Disclosure of Proposal Contents**

- A. Proposals will be kept confidential until negotiations and the award are completed by Colfax County. At that time, all proposals and documents pertaining to the proposals will be open to the public. The County may, at any time be required to permit inspection and copying of this RFP under Inspection of Public Records Act.

### **7. No Obligation**

This RFP in no manner obligates Colfax County to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

### **8. Termination**

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when Colfax County determines such action to be in the best interest of Colfax County.

## **9. Sufficient Appropriation**

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the contractor. Colfax County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

## **10. Legal Review**

Colfax County requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Chief Procurement Officer.

## **11. Governing Law**

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico and the venue shall be Colfax County.

## **12. Basis for Proposal**

Only information supplied, in writing, by Colfax County through the Chief Procurement Officer or in this RFP should be used as the basis for the preparation of Offeror proposals.

## **13. Contract Terms and Conditions**

The contract between Colfax County and a contractor will follow the format specified by Colfax County and contain the terms and conditions set forth in the Sample Contract Appendix C. However, the contracting Colfax County reserves the right to negotiate provisions in addition to those contained in this RFP (Sample Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resulting contract.

Colfax County discourages exceptions from the contract terms and conditions as set forth in the RFP Sample Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of Colfax County (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

## **14. Offeror Qualifications**

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP.

The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a responsive offer.

#### **15. Right to Waive Minor Irregularities**

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement.

#### **16. Change in Contractor Representatives**

Colfax County reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of Colfax County, adequately meeting the needs of Colfax County.

#### **17. Notice of Penalties**

The Procurement Code, NMSA 1978, § 13-1-28 through 13-1-199, imposes civil, misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

#### **18. Colfax County Rights**

Colfax County in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

#### **19. Right to Publish**

Throughout the duration of this procurement process and contract term, Offerors must secure from Colfax County written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or Colfax County contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

#### **20. Ownership of Proposals**

All documents submitted in response to the RFP shall become property of Colfax County.

#### **21. Electronic mail address required**

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence.

## **22. Use of Electronic Versions of this RFP**

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by Colfax County, the Offeror acknowledges that the version maintained by Colfax County shall govern. Please refer to: [www.co.colfax.nm.us](http://www.co.colfax.nm.us).

## **23. Campaign Contribution Disclosure Form**

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal.

## **24. Letter of Transmittal**

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX E which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

1. Identify the submitting business entity.
2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Describe the relationship with any other entity which will be used in the performance of this awarded contract.
6. Identify the following with a check mark and signature where required:
  - a. **Explicitly** indicate acceptance of the Conditions Governing the Procurement stated in Section II. C.1;
  - b. **Explicitly indicate acceptance of Section V of this RFP; and**
  - c. Acknowledge receipt of any and all amendments to this RFP.
7. Be signed by the person identified in paragraph 2 above.

## **25. Disclosure Regarding Responsibility**

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000) with Colfax County for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
  1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state, or local public body;



2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
    - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
    - b. violation of Federal or state antitrust statutes related to the submission of offers; or
    - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
  3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
  4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds three thousand dollars (\$3,000) which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
    - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
    - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
    - c. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal, state or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the Chief Procurement Officer or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed

that which is the normally possessed by a prudent person in the ordinary course of business dealings.

- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the Chief Procurement Officer or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available, Colfax County Commission may terminate the involved contract for cause. Still further the Chief Procurement Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Colfax County Commission.

## **26. New Mexico Preferences**

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate with their proposal.

## **III. RESPONSE FORMAT AND ORGANIZATION**

### **A. NUMBER OF RESPONSES**

Offerors shall submit only one proposal in response to this RFP.

### **B. NUMBER OF COPIES**

#### **1. Hard Copy Responses**

Offeror's proposal must be clearly labeled and numbered and indexed as outlined in **Section III.C.**

**Proposal Format.** Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Each portion of the proposal (technical/cost) must be submitted in separate binders and must be prominently displayed on the front cover. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Offerors should deliver:

1. **Technical Proposals** – One (1) ORIGINAL, and three (3) HARD COPIES, of the proposal containing ONLY the Technical Proposal; ORIGINAL and COPY shall be in separate labeled binders.

➤ Proposals containing confidential information **must** be submitted as two separate binders:

- **Unredacted** version for evaluation purposes
- **Redacted** version (information blacked out and not omitted or removed) for the public file

2. **Cost Proposals** – One (1) ORIGINAL, and three (3) HARD COPIES of the proposal containing ONLY the Cost Proposal; ORIGINAL and COPY of Cost Proposal shall be in separate labeled binders from the Technical Proposals.

The original and hard copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Response Format and Organization**, may be deemed non-responsive and rejected on that basis.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Response Format and Organization** may be deemed non-responsive and rejected on that basis.

## C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Hard copies must be typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

### 1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

#### **Technical Proposal (Binder 1):**

- A. Signed Letter of Transmittal
- B. Table of Contents
- C. Proposal Summary (Optional)
- D. Response to Contract Terms and Conditions
- E. Offeror's Additional Terms and Conditions
- F. Response to Specifications

1. Organizational Experience
2. Organizational References
3. Oral Presentation
4. Mandatory Specification
5. Desirable Specification
6. Financial Stability
7. Signed Campaign Contribution Form
8. New Mexico Preferences (If applicable)

G. Other Supporting Material (If applicable)

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal.

The proposal summary may be included by potential Offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

## IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

### A. DETAILED SCOPE OF WORK

The Engineering firm will be primarily responsible for, but not limited to the following on site and/or all other means of communication:

To provide general engineering services on a task order basis as the Colfax County Engineering Provider. Professional services shall consist primarily of engineering design in public works, including county roads, storm drainage, water, solid waste, structures and other areas. Appurtenant services may consist of construction management, environmental assessment, regulatory compliance, permitting and interdisciplinary services.

- a. Road work paving, grading and any improvements.
- b. Storm drainage construction, improvements and design.
- c. Any and all pertinent project to include Preliminary Phase, Design Phase, Bidding or Negotiation Phase and Construction Phase.

### B. TECHNICAL SPECIFICATIONS

#### 1. Organizational Experience

Offerors **must**:

- a) Provide a description of relevant experience with government and private sector, specifically with local public bodies of government. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of Engineering Services.

## **2. Organizational References**

Offerors should provide a minimum of three (3) references from similar projects performed for private, state or local government clients within the last three years. **Offerors are required to submit APPENDIX F, Organization Reference Questionnaire, to the business references they list. The business references must submit the Reference Form directly to the designee described in Sec I Paragraph D.** It is the Offeror's responsibility to ensure the completed forms are received on or before February 20, 2020 by 2:00 PM MST for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the organization's score in the evaluation process. The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Chief Procurement Officer and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Chief Procurement Officer and all members of the Evaluation Committee receive the same information. Additionally, Colfax County reserves the right to consider any and all information available to it (outside of the Business Reference information required herein), in its evaluation of Offeror responsibility per Section II, Para C.18.

Offerors shall submit the following Reference information as part of Offer:

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Staff assigned that will be designated for work per this RFP; and
- e) Client project manager name, telephone number, fax number and e-mail address.

## **3. Oral Presentation**

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of Colfax County. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

## **4. Mandatory Specification**

To provide general engineering services on a task order basis as the Colfax County Engineering Provider. Professional services shall consist primarily of engineering design in public works, including county roads, storm drainage, water, solid waste, structures and



other areas. Appurtenant services may consist of construction management, environmental assessment, regulatory compliance, permitting and interdisciplinary services.

- a. Road work paving, grading and any improvements.
- b. Storm drainage construction, improvements and design.
- c. Any and all pertinent project to include Preliminary Phase, Design Phase, Bidding or Negotiation Phase and Construction Phase.

#### **5. Desirable Specification**

- a. Recent experience in project with local public bodies.
- b. Ability to meet schedules and deadlines within the budget.
- c. Familiarity with Colfax County and project locations.

### **C. BUSINESS SPECIFICATIONS**

#### **1. Financial Stability**

Offerors must submit copies of the most recent years independently audited financial statements, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report) to enable the Evaluation Committee to assess the financial stability of the Offeror.

#### **2. Financial Responsibility**

Offerors shall provide proof of professional liability insurance in the amount of \$1,000,000.00 of coverage.

#### **3. Letter of Transmittal Form**

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company.

#### **4. Campaign Contribution Disclosure Form**

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B)

## 5. Resident Business or Resident Veterans Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate in this section.

## V. EVALUATION

### A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

<b>Factors – correspond to section IV.B and IV C</b>	<b>Points Available</b>
<b>B. Technical Specifications</b>	(must total 100% of available points)
B. 1. Organizational Experience	250
B. 2. Organizational References	50
B. 3. Oral Presentations	
B. 4. Mandatory Specification	400
B. 5. Desirable Specification	300
<b>C. Business Specifications</b>	
C.1. Financial Stability	Pass/Fail
C.2. Letter Of Transmittal	Pass/Fail
C.3. Signed Campaign Contribution Disclosure Form	Pass/Fail
<b>TOTAL</b>	<b>1,000 points</b>
C.6. New Mexico Preference - Resident Organization Points per Section IV C. 6	
C.6. New Mexico Preference - Resident Veterans Points per Section IV C.6	

Table 1: Evaluation Point Summary

### B. EVALUATION FACTORS

#### B.1 Organizational Experience (See Table 1)

Points will be awarded based on the thoroughness and clarity of the response of the engagements cited and the perceived validity of the response.

#### 1. B.2 Organizational References (See Table 1)

Points will be awarded based upon an evaluation of the responses to a series of questions as per Appendix F. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will be awarded zero (0) points.

**2. B.3 Oral Presentation (See Table 1)**

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Colfax County will provide the Offeror a presentation agenda. (If no Oral Presentations are required all Offerors will receive the same amount of total points for this evaluation factor).

**3. B.4 Mandatory Specifications**

**4. B.5 Desirable Specifications**

**5. C.1 Financial Stability (See Table 1)**

Pass/Fail only. No points assigned.

**6. C.3 Letter of Transmittal (See Table 1)**

Pass/Fail only. No points assigned.

**7. C.4 Campaign Contribution Disclosure Form (See Table 1)**

Pass/Fail only. No points assigned.

**8. C.6. New Mexico Preferences**

Percentages will be determined based upon the point-based system outlined in NMSA 1978, § 13-1-21 (as amended).

**A. New Mexico Business Preference**

If the Offeror has provided their Preference Certificate the Preference Points for a New Mexico Business is 5%.

**B. New Mexico Resident Veterans Business Preference**

If the Offeror has provided their Preference Certificate the Preference Points for a New Mexico Veteran Business is 10%.

**C. EVALUATION PROCESS**

- I. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

2. The Chief Procurement Officer may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. The Evaluation Committee may use other sources of to perform the evaluation as specified in Section II. C.18.
4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to Colfax County taking into consideration the evaluation factors in Section IV will be recommended for award (as specified in Section II. B.8). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

## APPENDIX A



**ACKNOWLEDGEMENT OF RECEIPT FORM**

**REQUEST FOR PROPOSAL**

ON CALL ENGINEERING SERVICES

RFP#2024-01

**ACKNOWLEDGEMENT OF RECEIPT FORM**

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that s/he has received a complete copy, beginning with the title page and table of contents, and ending with APPENDIX E.

The acknowledgement of receipt should be signed and returned to the Chief Procurement Officer no later than May 23, 2024 by 4:00PM MST/MDS. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: \_\_\_\_\_

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

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

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

This name and address will be used for all correspondence related to the Request for Proposal.

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

How did you hear about this RFP ? \_\_\_\_\_

---

Danielle Avila, Chief Procurement Officer  
**ON CALL ENGINEERING SERVICES RFP # 2024-01**  
230 North 3<sup>rd</sup> St., 3<sup>rd</sup> Floor  
PO Box 1498  
Raton, NM 87740  
Fax: 575-445-2902  
E-mail: [davila@co.cofax.nm.us](mailto:davila@co.cofax.nm.us)

## APPENDIX B

## **CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

### **Campaign Contribution Disclosure Form**

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

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

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

The following definitions apply:

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

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or

solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

—OR—

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)



## APPENDIX C

COLFAX COUNTY, NEW MEXICO

PROFESSIONAL SERVICES CONTRACT # \_\_\_\_\_

THIS AGREEMENT is made and entered into by and between the **COUNTY OF COLFAX**, hereinafter referred to as the "County," and **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the approval of Colfax County Commission.

IT IS AGREED BETWEEN THE PARTIES:

**1.Scope of work**

**2. Compensation.**

A. Colfax County shall pay to the Contractor in full payment for services satisfactorily performed at the rate of \_\_\_\_\_ dollars (\$\_\_\_\_\_) per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed (AMOUNT), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by Colfax County to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying Colfax County when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

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

**C.** Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If Colfax County finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by Colfax County that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, Colfax County shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

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

4. Termination.

A. Termination.

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least sixty (60) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, Colfax County's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if Colfax County is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by Colfax County or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of public funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COUNTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B. Termination Management.

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

5. Colfax County Commission Approval.

The Contract is presented to the Colfax County Commission for approval. The approval is based on the availability of funds from the approved budget for that specific fiscal year.

6. **Status of Contractor.**

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

7. **Assignment.**

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

8. **Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of Colfax County.

9. **Release.**

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

11. **Product of Service – Copyright.**

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

12. **Conflict of Interest; Governmental Conduct Act.**

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Colfax County employee while such employee was or is employed by Colfax County and participating directly or indirectly in Colfax County's contracting process;

2) this Agreement complies with Section 10-16-7(A) NMSA 1978 because (i) the Contractor is not a public officer or employee of Colfax County; (ii) the Contractor is not a

member of the family of a public officer or employee of Colfax County; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the County, a member of the family of a public officer or employee of the County, or a business in which a public officer or employee of the County or the family of a public officer or employee of the County has a substantial interest, public notice was given as required by Section 10-16-7(A) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(A) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the County within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the County whose official act, while in County employment, directly resulted in Colfax County's making this Agreement;

4) this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of Colfax County.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which Colfax County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to Colfax County if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to Colfax County and notwithstanding anything in the Agreement to the contrary, Colfax County may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

### **13. Amendment.**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

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



**14. Merger.**

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

**15. Penalties for violation of law.**

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

**16. Equal Opportunity Compliance.**

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

**17. Applicable Law.**

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

**18. Insurance and Workers Compensation.**

The Contractor agrees to obtain and maintain, at their expense, such insurance as specified in the agreement or required by the County. The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by Colfax County.

**19. Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of five (5) years from the date of final payment under this Agreement. The records shall be subject to inspection by Colfax County, the Department of Finance and Administration, the State Auditor and provide copies to Colfax County when requested to do so. Colfax County

shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of Colfax County to recover excessive or illegal payments.

**20. Indemnification.**

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

**21. Invalid Term or Condition.**

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

**22. Enforcement of Agreement.**

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

**23. Notices.**

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

To: Colfax County  
County Manager's Office  
230 North 3<sup>rd</sup> St., 3<sup>rd</sup> Floor  
PO Box 1498  
Raton, NM 87740

To the Contractor: [insert name, address and email].

**24. Authority.**

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

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Colfax County Commission.**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Colfax County

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Colfax County's Legal Counsel –Certifying legal sufficiency

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Contractor

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: 00-000000-00-0

## APPENDIX D

### *Letter of Transmittal Form*

**RFP#:** \_\_\_\_\_

**Offeror Name:** \_\_\_\_\_ **FED ID#** \_\_\_\_\_

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Name \_\_\_\_\_  
Title \_\_\_\_\_  
E-Mail Address \_\_\_\_\_  
Telephone Number \_\_\_\_\_

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

Name \_\_\_\_\_  
Title \_\_\_\_\_  
E-Mail Address \_\_\_\_\_  
Telephone Number \_\_\_\_\_

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

Name \_\_\_\_\_  
Title \_\_\_\_\_  
E-Mail Address \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
(Attach extra sheets, as needed)

6. Please describe any relationship with any entity which will be used in the performance of any resultant contract.

\_\_\_\_\_  
(Attach extra sheets, as needed)

7. \_\_\_\_ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II, C.1.  
\_\_\_\_ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.  
\_\_\_\_ I acknowledge receipt of any and all amendments to this RFP.

\_\_\_\_\_, 2015  
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

## **APPENDIX E**

### **ORGANIZATIONAL REFERENCE QUESTIONNAIRE**

Colfax County, as a part of the RFP process, requires Offerors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document Offeror's experience relevant to the scope of work in an effort to establish Offeror's responsibility.

Offeror is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to: **Danielle Avila** by **June 6, 2024 by 2:00 PM MST/DST** for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. Business references provided may be contacted for validation of content provided therein.



**RFP # 2024-01**  
**ORGANIZATIONAL REFERENCE QUESTIONNAIRE**  
**FOR:**

\_\_\_\_\_  
(Name of Offeror)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to Colfax County via facsimile or e-mail at:

Name: Danielle Avila, Chief Procurement Officer  
Address: 230 North 3<sup>rd</sup> St. 3<sup>rd</sup> Floor  
PO Box 1498  
Raton, NM 87740  
Telephone: 575 445-9661  
Fax: 575 445-2902  
Email: [davila@co.colfax.nm.us](mailto:davila@co.colfax.nm.us)

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Field Code Changed

No later than 06/06/2024 by 2:00 PM MST/MDS, and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact Colfax County Chief Procurement Officer listed above. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

<b>Company providing reference:</b>	
<b>Contact name and title/position</b>	
<b>Contact telephone number</b>	
<b>Contact e-mail address</b>	
<b>Project description;</b>	
<b>Project dates (starting and ending);</b>	

QUESTIONS:

1. In what capacity have you worked with this organization in the past?

COMMENTS:

2. How would you rate this organization's knowledge and expertise?  
\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

3. How would you rate the organization's flexibility relative to changes in the project scope and timelines?

\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the organization?  
\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

5. How would you rate the dynamics/interaction between the organization and your staff?  
\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. Who were the organization's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?

(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

COMMENTS:

7. With which aspect(s) of this organization's services are you most satisfied?  
COMMENTS:

8. With which aspect(s) of this organization's services are you least satisfied?  
COMMENTS:

9. Would you recommend this organization's services to your organization again?  
COMMENTS:





COLFAX COUNTY

P.O. BOX 1498

RATON, NM 87054

APRIL, 2024

construction plans for the

BARTLETT SUBDIVISION PAVING

CN D19531

P.O. BOX 1498

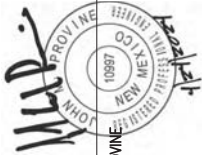
RATON, NM 87054

CIVIL ENGINEERS

Molzen Corbin  
John M. Provine

CERTIFICATION:

I, JOHN M. PROVINE, REGISTERED PROFESSIONAL ENGINEER NO. 10997, HEREBY CERTIFY THAT THE FOLLOWING PLANS AND DESIGNS WERE MADE UNDER MY SUPERVISION AND DIRECTION AND THAT SAME IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



JOHN M. PROVINE NO. 10997

MOLZENCORBIN

ENGINEERS | ARCHITECTS | PLANNERS

2701 Miles Road SE, Albuquerque, New Mexico 87106 505 242 5700 office Molzencorbin.com



Molzen Corbin Project Number: CLO201-13

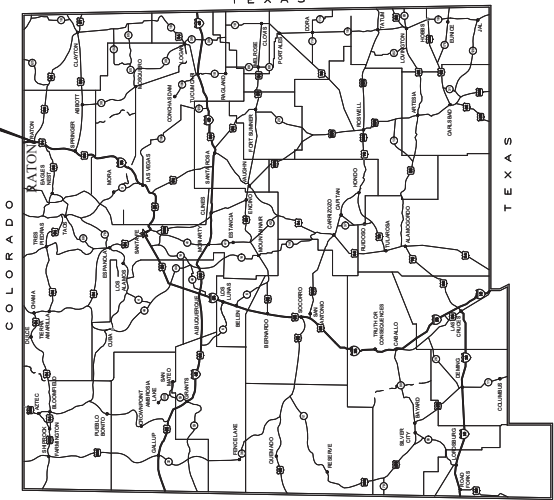
G-001

Sheet 1 / 31

INDEX OF DRAWINGS

SHEET NUMBER	SHEET TITLE	SHEET DESCRIPTION
GENERAL		
1	G-001	COVER SHEET AND INDEX OF DRAWINGS
2	G-002	VICINITY MAP AND PROJECT INFORMATION
3	G-003	GENERAL NOTES AND LEGEND
CIVIL		
4	C-101	OVERALL SITE PLAN
5	C-201	SOUTH POND LANE PLAN AND PROFILE STA. 10+00.00 TO STA. 15+00.00
6	C-202	SOUTH POND LANE PLAN AND PROFILE STA. 15+00.00 TO STA. 20+00.00
7	C-203	SOUTH POND LANE PLAN AND PROFILE STA. 20+00.00 TO STA. 24+84.00
8	C-204	SOUTH MESA LOOP PLAN AND PROFILE STA. 10+00.00 TO STA. 15+00.00
9	C-205	SOUTH MESA LOOP PLAN AND PROFILE STA. 15+00.00 TO STA. 20+00.00
10	C-206	SOUTH MESA LOOP PLAN AND PROFILE STA. 20+00.00 TO STA. 25+00.00
11	C-207	SOUTH MESA LOOP PLAN AND PROFILE STA. 25+00.00 TO STA. 30+00.00
12	C-208	SOUTH MESA LOOP PLAN AND PROFILE STA. 30+00.00 TO STA. 35+00.00
13	C-209	SOUTH MESA LOOP PLAN AND PROFILE STA. 35+00.00 TO STA. 40+00.00
14	C-210	SOUTH MESA LOOP PLAN AND PROFILE STA. 40+00.00 TO STA. 41+62.00
15	C-211	NORTH MESA LOOP PLAN AND PROFILE STA. 10+00.00 TO STA. 15+00.00
16	C-212	NORTH MESA LOOP PLAN AND PROFILE STA. 15+00.00 TO STA. 19+60.00
17	C-213	NORTH MESA LOOP PLAN AND PROFILE STA. 19+60.00 TO STA. 24+40.00
18	C-214	NORTH MESA LOOP PLAN AND PROFILE STA. 24+40.00 TO STA. 29+40.00
19	C-215	NORTH MESA LOOP PLAN AND PROFILE STA. 29+40.00 TO STA. 34+11.00
20	C-216	DRIVEWAY PLAN AND PROFILES SOUTH POND LANE
21	C-217	DRIVEWAY PLAN AND PROFILES NORTH MESA LOOP
22	C-218	DRIVEWAY PLAN AND PROFILES SOUTH MESA LOOP
23	C-219	DRIVEWAY PLAN AND PROFILES SOUTH MESA LOOP
24	C-220	DRIVEWAY PLAN AND PROFILES SOUTH MESA LOOP
25	C-221	DRIVEWAY PLAN AND PROFILES SOUTH MESA LOOP
26	C-222	DRIVEWAY PLAN AND PROFILES SOUTH MESA LOOP
27	C-223	DRIVEWAY PLAN AND PROFILES SOUTH MESA LOOP
28	C-401	TEMPORARY TRAFFIC CONTROL GENERAL NOTES: NMDOT STANDARD DRAWING 702-01-1/5 (FOR INFORMATION ONLY)
29	C-402	TEMPORARY TRAFFIC CONTROL GENERAL NOTES: NMDOT STANDARD DRAWING 702-01-2/5 (FOR INFORMATION ONLY)
30	C-403	TEMPORARY TRAFFIC CONTROL GENERAL NOTES: NMDOT STANDARD DRAWING 702-11-2/2 (FOR INFORMATION ONLY)
31	C-501	MISCELLANEOUS DETAILS

PROJECT LOCATION



VICINITY MAP

DESCRIPTION	REV DATE	REV NO	NUMERIC SCALE CONFIRMATION
		1	
			DRAWINGS ARE DEPICTED AT INTENDED NUMERIC SCALES
			IF THIS BAR EQUALS ONE INCH
			<div></div>

THESE DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR THE CONSTRUCTION SAFETY WHICH SHALL REMAIN THE RESPONSIBILITY OF THE CONTRACTOR.

ALL IDEAS, DESIGNS, ARRANGEMENTS AND PLANS INDICATED OR REPRESENTED BY THIS INSTRUMENT ARE OWNED BY AND ARE THE PROPERTY OF MOLZEN-CORBIN & ASSOCIATES. THESE IDEAS, DESIGNS, ARRANGEMENTS OR PLANS SHALL NOT BE USED BY ANY PERSON, FIRM, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN CONSENT OF MOLZEN-CORBIN & ASSOCIATES.

THESE DRAWINGS REFLECT INFORMATION ON UTILITIES GATHERED BY SITE INSPECTION. DISCUSSIONS WITH MUNICIPAL ENGINEERS AND UTILITY COMPANIES SHOULD BE CONDUCTED PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL LOCATE AND VERIFY THE HORIZONTAL AND VERTICAL LOCATIONS OF OBSTRUCTIONS. SHOULD A CONFLICT EXIST THE CONTRACTOR SHALL NOTIFY THE ENGINEER SO THE CONFLICT CAN BE RESOLVED WITH A MINIMUM RADIUS OF 50 FT.





PROJECT VICINITY MAP

SCALE: N.T.S.

N 

CAUTION: NOTE THAT ALL EXISTING UTILITIES MAY NOT BE SHOWN. EXISTING SERVICE CONNECTIONS ARE NOT SHOWN. ANY EXISTING UTILITIES THAT ARE SHOWN ARE SHOWN IN APPROXIMATE LOCATION ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL THE UTILITY OWNERS AND TO CONDUCT ALL NECESSARY FIELD INVESTIGATIONS PRIOR TO ANY EXCAVATION TO DETERMINE THE ACTUAL LOCATION OF UTILITIES AND OTHER IMPROVEMENTS.

## CONTACTS

ROAD DEPARTMENT, COLFAX COUNTY  
GLENN STEVENS  
P.O. BOX 1498  
RATON, NM 87054  
(575)445-8292-OFFICE  
GSTEVENS@CO.COLFAX.NM.US

GENERAL NOTES

1.

WORK UNDER THIS CONTRACT CONSISTS OF PROCESSING THE EXISTING ROADWAY GRAVEL SURFACE, GRADING AND PREPARATION OF SUBGRADE, PLACING CRUSHED AGGREGATE BASE COURSE, PLACING AN ASPHALT PAVEMENT SECTION, INSTALLATION OF CURB, PIPE, SIGNING, STRIPING AND ASSOCIATED UTILITIES. THE CONTRACTOR SHALL PROVIDE THE DRAWINGS AND THESE SPECIFICATIONS FOR THE COLFAX COUNTY ROAD B-4 PAVING IMPROVEMENTS. WORK WILL BE PERFORMED IN ACCORDANCE WITH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, 2019 EDITION, UNLESS OTHERWISE SPECIFIED.
2.

THE CONTRACTOR SHALL PROVIDE INGRESS AND EGRESS TO ALL LOCAL BUSINESSES AND RESIDENCES FOR THE DURATION OF THIS PROJECT. THE CONTRACTOR SHALL ADVISE AND SCHEDULE ALL ACCESS CLOSURES, AT LEAST TWENTY-FOUR (24) HOURS IN ADVANCE, WITH THE AFFECTED PROPERTY OWNERS AND WITH THE ENGINEER.
3.

UTILITY COORDINATION  
PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL EXCAVATE AND VERIFY THE HORIZONTAL AND VERTICAL LOCATIONS OF ALL OBSTRUCTIONS.  
  
IF ANY UTILITY LINES, PIPELINES, OR UNDERGROUND UTILITY LINES ARE SHOWN ON THESE DRAWINGS, THEY ARE SHOWN IN AN APPROXIMATE MANNER ONLY. IF ANY SUCH EXISTING LINES ARE SHOWN, THE LOCATION IS BASED UPON INFORMATION PROVIDED BY THE OWNER OF SAID UTILITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ABSOLUTE LOCATION OF ALL EXISTING UTILITY LINES. THE ENGINEER HAS UNDERTAKEN NO FIELD VERIFICATION OF THE LOCATION, DEPTH, SIZE, OR TYPE OF EXISTING UTILITY LINES, PIPELINES, OR UNDERGROUND UTILITY LINES. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ANY UTILITY LINE, PIPELINE, OR UNDERGROUND UTILITY LINE IN OR NEAR THE PROJECT AREA. THE CONTRACTOR IS FULLY RESPONSIBLE FOR ANY AND ALL DAMAGE CAUSED BY HIS FAILURE TO LOCATE, IDENTIFY AND PRESERVE ANY AND ALL EXISTING UTILITIES, PIPELINES, AND UNDERGROUND UTILITY LINES. IN PLANNING AND CONDUCTING EXCAVATION, THE CONTRACTOR SHALL COMPLY WITH STATE STATUTES, MUNICIPAL AND LOCAL ORDINANCES, AND FEDERAL AND STATE REGULATIONS PERTAINING TO THE LOCATION OF THESE LINES AND FACILITIES.  
  
THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING IN ADVANCE OF CONSTRUCTION OPERATIONS, IF OVERHEAD UTILITY LINES SUPPORT STRUCTURES, POLES, GUYS, ETC. ARE AN OBSTRUCTION TO CONSTRUCTION OPERATIONS. IF ANY OBSTRUCTION TO CONSTRUCTION OPERATIONS IS IDENTIFIED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH THE APPROPRIATE UTILITY OWNER TO REMOVE OR SUPPORT THE UTILITY OBSTRUCTION. ANY COST ASSOCIATED WITH THIS EFFORT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND NO SEPARATE PAYMENT WILL BE MADE.

CONTRACTOR IS TO SUPPORT AND MAINTAIN THE INTEGRITY OF ALL UNDERGROUND TELEPHONE, ELECTRIC CABLES, AND CABLE TELEVISION LINES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND SUPPORT OF ALL SUCH LINES. THE OWNER, CABLE IS TO BE SUPPORTED EVERY 15' (MINIMUM). CONTRACTOR SHALL COORDINATE WITH AND MAKE NECESSARY PAYMENT (IF ANY) TO UTILITY OWNER FOR DEENERGIZATION OF CABLES OR SUPPORT OF CABLES BY THE UTILITY OWNER.

3.

ANY STAGING ARRANGEMENT WITH A PRIVATE OWNER SHALL EXCLUDE THE COUNTY. STAGING ON COLFAX COUNTY RIGHT OF WAY (SIDE STREETS) ONLY PERMITTED WITH WRITTEN PERMISSION BY THE COUNTY. BUT THE CONTRACTOR MUST REMAIN RESPONSIBLE FOR THE PROTECTION OF THE PROPERTY. CONTRACTOR MUST ALSO PROVIDE POLLUTION PREVENTION MEASURES.

4.

THE CONTRACTOR SHALL PROMPTLY CLEAN UP ANY MATERIAL EXCAVATED WITHIN THE PUBLIC RIGHT-OF-WAY SO THAT THE EXCAVATED MATERIAL IS NOT SUSCEPTIBLE TO BEING WASHED DOWN THE STREET.

5.

THESE DRAWINGS DO NOT INCLUDE THE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY. THE CONTRACTOR SHALL REMAIN THE RESPONSIBILITY OF THE CONTRACTOR.

6.

THE CONTRACTOR SHALL COORDINATE ANY WATER SHUT-OFF OPERATION WITH THE UTILITY MANAGER NOT LESS THAN THREE (3) WORKING DAYS PRIOR TO INITIATING ANY WORK AFFECTING EXISTING WATER UTILITIES. WATER SERVICE SHUT-OFF SHALL BE LIMITED TO FOUR (4) HOURS.

7.

THE CONTRACTOR SHALL MAINTAIN AN UP TO DATE SET OF "RECORD DRAWINGS" FOR THIS PROJECT. THESE PLANS SHALL BE KEPT CURRENT, WITHIN TWO (2) WEEKS, AT ALL TIMES. THE CONTRACTOR SHALL BE SUBJECT TO REVIEW BY THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS AT A MINIMUM OF ONCE EVERY THIRTY (30) DAYS. THE FINAL "RECORD DRAWINGS" SHALL BE SUBMITTED TO THE ENGINEER PRIOR TO FINAL PAYMENT.

8.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPORTING AND CLEANUP OF SPILLS WHICH ARE ASSOCIATED WITH THIS PROJECT'S CONSTRUCTION AND SHALL REPORT AND RESPOND TO SPILLS OF HAZARDOUS MATERIALS SUCH AS FUELS, OILS, GREASES, LUBRICANTS, PAINTS, SOLVENTS, TOXIC AND CORROSIVE SUBSTANCES, AND ANY OTHER MATERIALS WHICH MAY BE CONSIDERED A THREAT TO THE PUBLIC HEALTH OR THE ENVIRONMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REPORTING OF ANY PAST SPILLS WHICH WERE ENCOUNTERED DURING THIS PROJECT'S CONSTRUCTION AND OF ANY CURRENT SPILLS NOT ASSOCIATED WITH THIS PROJECT'S CONSTRUCTION. THESE SPILLS SHALL BE REPORTED IMMEDIATELY TO THE NEW MEXICO ENVIRONMENTAL DEPARTMENT'S EMERGENCY RESPONSE TEAM.

GENERAL SHEET LEGEND

- 5320 —

EX. INDEX CONTOUR
- 5321 —

EX. INTERMEDIATE CONTOUR
- 5322 —

INDEX CONTOUR
- 5323 —

INTERMEDIATE CONTOUR
- 0 —

POWER POLE
- ⊕

COMMUNICATION POST
- ⚡

EXISTING FIRE HYDRANT
- ⌵

EXISTING WATER VALVE
- ⊙

POST
- T —

SIGN
- MAIL

MAILBOX
- DIE —

ELECTRIC LINE
- GAS —

EXISTING GAS LINE
- W —

EXISTING WATERLINE
- SD —

EXISTING STORM DRAIN LINE
- — —

GRADING LIMITS
- ASPHALT PAVING

9.

LINEAR GRADING SHALL INCLUDE ALL GRADING ADJACENT TO THE ROADWAY AND AS REQUIRED TO TRANSITION AND TIE-IN EXISTING DRIVEWAYS WITH LIKE MATERIALS. NO ADDITIONAL PAYMENT WILL BE MADE.

10.

EXISTING MAILBOXES, AND OTHER MINOR OBSTRUCTIONS TO REMAIN UNDISTURBED

11.

TRAFFIC SIGNS SHALL CONFORM TO NMDOT STANDARD SPECIFICATIONS. ALL SQUARE PANEL SIGNS SHALL BE SET AT 5' FROM GROUND TO BOTTOM OF SIGN FACE. PANEL SHALL FEATURE ANTI-GRAFFITI COATING.

12.

CONTRACTOR SHALL PARK EQUIPMENT AND VEHICLES SO AS TO NOT INTERFERE WITH THE NORMAL ACTIVITIES OF RESIDENTS OR OTHER CONTRACTORS ON-SITE.

13.

THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED BY CONSTRUCTION ACTIVITIES TO EXISTING WALLS, FENCES, TRAIL SURFACES, UTILITY LINES, ETC. DURING CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE AT CONTRACTOR'S EXPENSE.

14.

THE CONTRACTOR IS RESPONSIBLE FOR REPLACING ANY TRAFFIC SIGNS AND PAVEMENT MARKINGS THAT ARE DAMAGED OR REMOVED.

15.

WHEN ABUTTING EXISTING AREAS, ALL NEW STREET PAVING AND DRIVEWAYS SHALL MATCH THE ELEVATIONS OF THOSE AREAS.

16.

THE FINAL SURFACE OF THE REPLACEMENT PAVEMENT SHALL CONFORM TO THE EXISTING GRADE. THE CONTRACTOR SHALL ENSURE THAT THE PAVEMENT WILL READILY DRAIN AND DOES NOT VARY SIGNIFICANTLY FROM ADJACENT EXISTING GRADES.

17.

PAVEMENT DROP-OFF POLICY: IF A PAVEMENT DROP-OFF IS CREATED DURING CONSTRUCTION, THE CONTRACTOR SHALL INITIATE PROTECTIVE ACTION IN ACCORDANCE WITH THE NMDOT CURRENT DROP-OFF POLICY. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THIS PROJECT AND NO SEPARATE PAYMENT SHALL BE MADE.

2701 Miles Road SE  
Albuquerque, New Mexico 87106  
505.242.2700  
505.242.2703 Fax  
MolzenCorbin.com

MOLZENCORBIN

NOTICE OF EXTENDED PAYMENT PROVISION:  
THIS PROJECT IS SUBJECT TO THE FOLLOWING  
PAYMENT WITHIN 45 DAYS AFTER SUBMISSION  
OF AN UNDISPUTED REQUEST FOR PAYMENT

NUMERIC SCALE CONFIRMATION  
DRAWINGS ARE DEPICTED AT INTENDED  
NUMERIC SCALES  
IF THIS BAR EQUALS ONE INCH



PROJECT NUMBER:	CL0201-13
DESIGNED BY:	JLB
DRAWN BY:	JLB
CHECKED BY:	JMP
PRIME DESIGN PROFESSIONAL:	JOHN M. PROVINE
PROJECT DATE:	APRIL, 2024

GENERAL NOTES AND LEGEND	BARTLETT SUBDIVISION PAVING COLFAX COUNTY RATON, NM 87054
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G-003

SHEET 3 / 31

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N  
SCALE: N.T.S.

BARTLETT SUBDIVISION PAVING  
COLFAX COUNTY  
RATON, NM 87054

OVERALL SITE PLAN

C-101

SHEET 4 / 31

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PROJECT NUMBER:	CL0201-13
DESIGNED BY:	JLB
DRAWN BY:	JLB
CHECKED BY:	JMP
PRIME DESIGN PROFESSIONAL:	JOHN M. PROVINE
PROJECT DATE:	APRIL, 2024

REV NO	REV DATE	DESCRIPTION



**NUMERIC SCALE CONFIRMATION**  
DRAWINGS ARE DEPICTED AT INTENDED  
NUMERIC SCALES  
IF THIS BAR EQUALS ONE INCH

**NOTICE OF EXTENDED PAYMENT PROVISION:**  
THIS DRAWING IS THE PROPERTY OF MOLZENCORBIN. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS TO BE RETURNED TO MOLZENCORBIN WITHIN 45 DAYS AFTER SUBMISSION OF AN UNDISPUTED REQUEST FOR PAYMENT.

**MOLZENCORBIN**  
2701 Miles Road SE  
Albuquerque, New Mexico 87106  
505.242.5700 office  
505.242.5703 fax  
MolzenCorbin.com



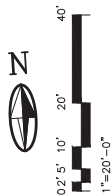
**NUMERIC SCALE CONFIRMATION**  
DRAWINGS ARE DEPICTED AT INTENDED  
NUMERIC SCALES  
IF THIS BAR EQUALS ONE INCH



<p>SOUTH POND LANE PLAN AND PROFILE STA. 10+00.00 TO STA. 15+00.00</p>	<p>BARTLETT SUBDIVISION PAVING COLFAX COUNTY RATON, NM 87054</p>
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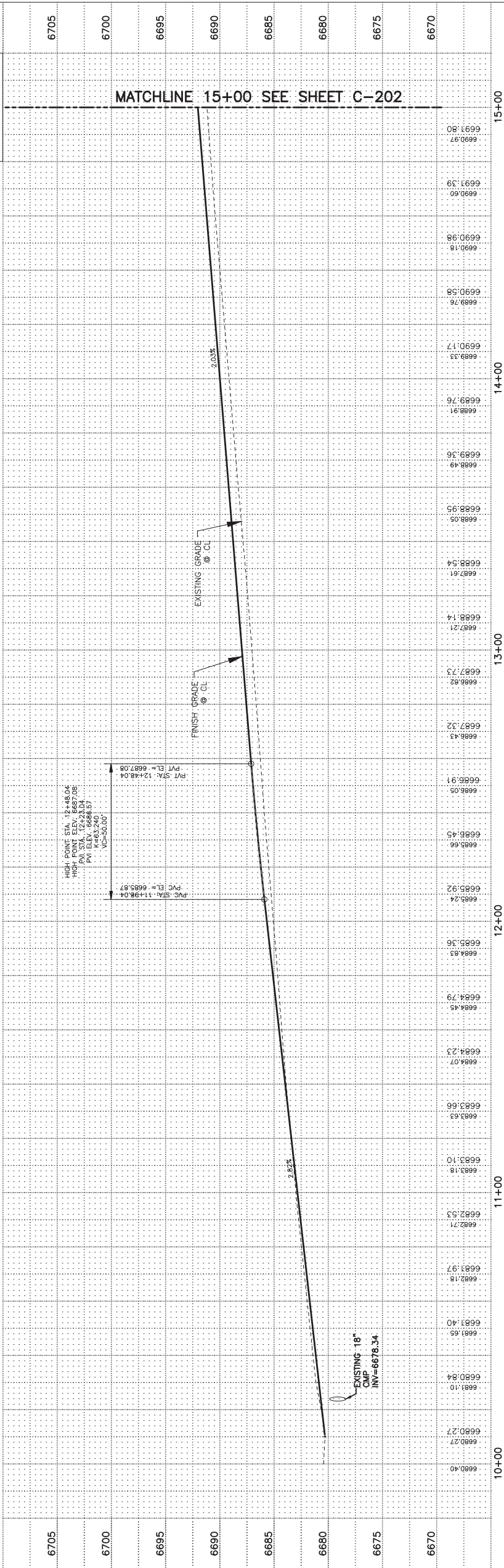
C-201

SHEET 5 / 31



- |   |  |
|---|--|
| KEYED NOTES   | KEYED NOTES  |
| ① 4" ASPHALT PAVEMENT SEE DETAIL SHEET C-501  | ⑧ EXISTING STOP SIGN TO REMAIN UNDISTURBED         |
| ② EXISTING 18" CMP CULVERT TO REMAIN UNDISTURBED  | ⑨ PROTECT EXISTING SIGN REMOVE AND RESET IF NEEDED |
| ③ SOUTH POND LANE DRIVEWAY #1 LEFT SEE PLAN AND PROFILE SHEET C-216   | ⑩ 24" WIDE PAINTED WHITE STOP BAR                  |
| ④ SOUTH POND LANE DRIVEWAY #2 LEFT SEE PLAN AND PROFILE SHEET C-216   |  |
| ⑤ BASE COURSE DRIVEWAY SECTION SEE DETAIL SHEETS C-501  |  |
| ⑥ EXTEND EXISTING 18" CULVERT   |  |
| ⑦ MATCH EXISTING ASPHALT FINISH GRADE SAWCUT NEAT LINE EXISTING PAVEMENT EDGE, 6" NOMINAL TACK COAT AND PLACE NEW PAVEMENT SECTION WITH BUTT JOINT TO SOUND PAVEMENT. |  |

CAUTION: NOTE THAT ALL EXISTING UTILITIES MAY NOT BE SHOWN. EXISTING SERVICE CONNECTIONS ARE NOT SHOWN. ANY EXISTING UTILITIES THAT ARE SHOWN ARE SHOWN IN APPROXIMATE LOCATION ONLY. THE CONTRACTOR TO CONTACT ALL THE UTILITY OWNERS AND TO CONDUCT ALL NECESSARY FIELD INVESTIGATIONS PRIOR TO ANY EXCAVATION TO DETERMINE THE ACTUAL LOCATION OF UTILITIES AND OTHER IMPROVEMENTS.



**NUMERIC SCALE CONFIRMATION**  
DRAWINGS ARE DEPICTED AT INTENDED  
NUMERIC SCALES  
IF THIS BAR EQUALS ONE INCH

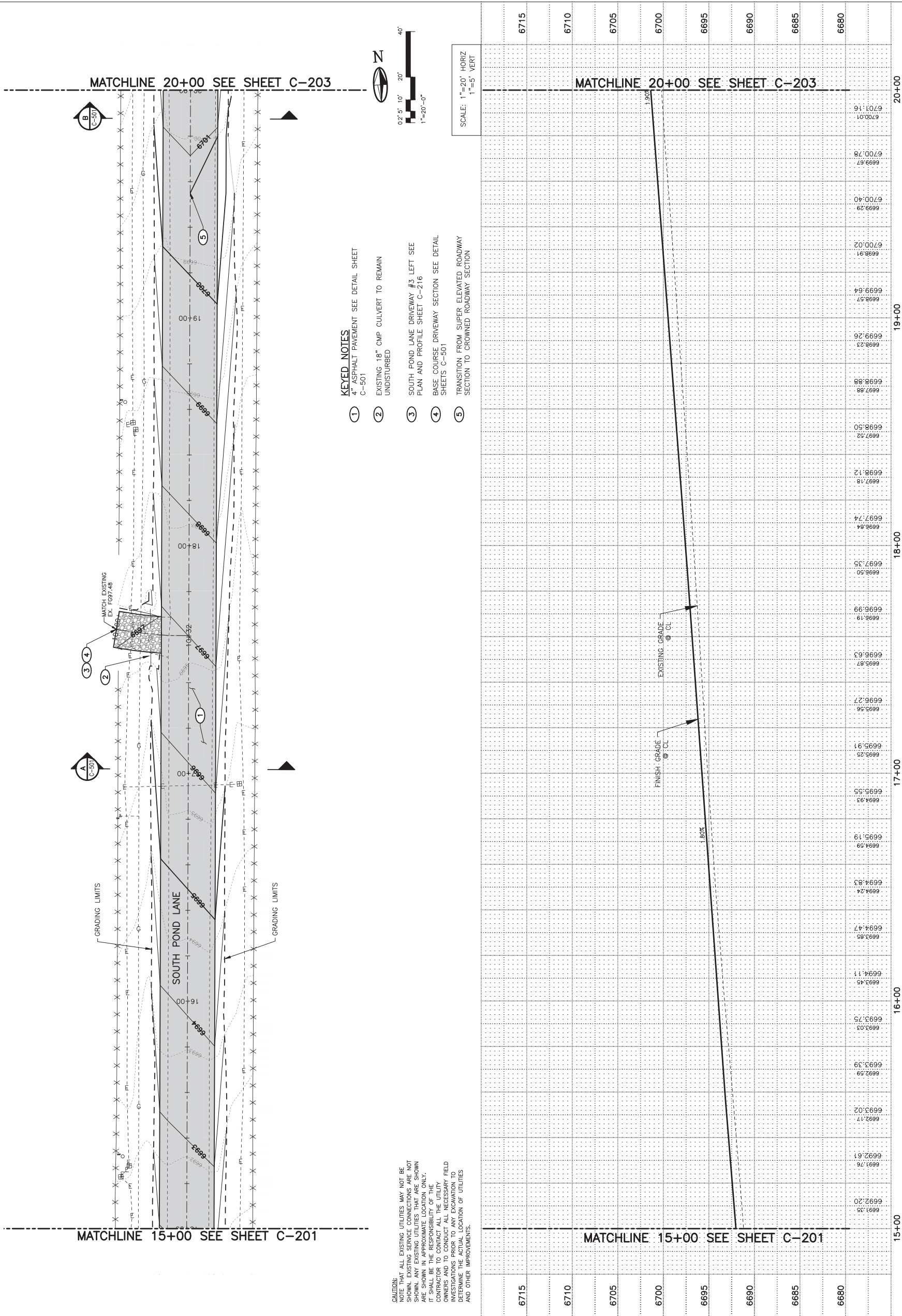


	REV NO	REV DATE	DESCRIPTION
CLOZ01-13			
PROJECT NUMBER:			
DESIGNED BY:	JLB		
DRAWN BY:	JLB		
CHECKED BY:	JMP		
PRIME DESIGN PROFESSIONAL: JOHN M. PROVINCE			
PROJECT DATE:			APRIL, 2024

UTH POND LANE PLAN AND PROFILE  
STA. 15+00.00 TO STA. 20+00.00

C-202

SHEET 6 / 31





## NUMERIC SCALE CONFIRMATION

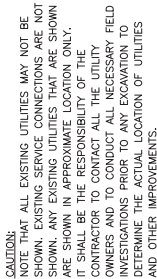
DRAWINGS ARE DEPICTED AT INTENDED  
NUMERIC SCALES  
IF THIS BAR EQUALS ONE INCH



<p>SOUTH POND LANE PLAN AND PROFILE STA. 20+00.00 TO STA. 24+84.00</p>	<p>BARTLETT SUBDIVISION PAVING COLFAX COUNTY RATON, NM 87054</p>
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C-203

SHEET 7 / 31



### CAUTION NOTE

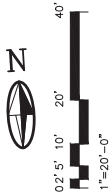
1. CONTRACTOR SHALL EXERCISE CAUTION AND USE APPROPRIATE EQUIPMENT TO AVOID DAMAGE TO EXISTING CULVERTS.

## KEYED NOTES

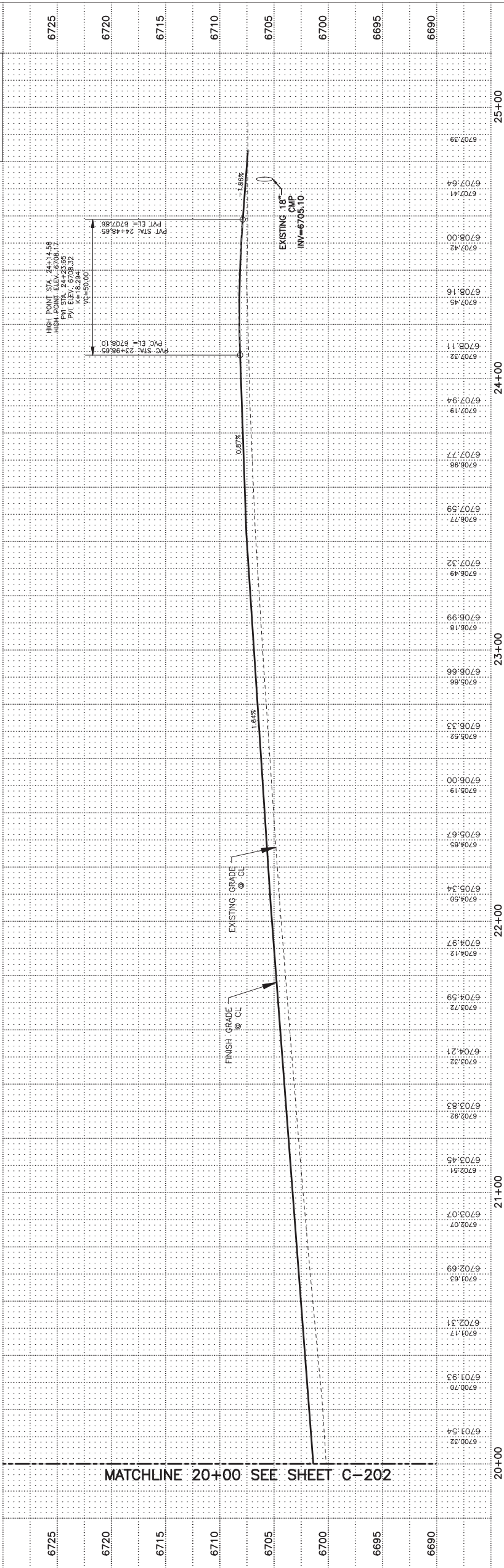
- ① 4" ASPHALT PAVEMENT SEE DETAIL SHEET C-501
- ② SOUTH POND LANE DRIVEWAY #1 RIGHT SEE PLAN AND PROFILE SHEET C-216
- ③ EXISTING 18" OMP CULVERT TO REMAIN UNDISTURBED
- ④ BASE COURSE DRIVEWAY SECTION SEE DETAIL SHEETS C-501
- ⑤ MATCH EXISTING ASPHALT FINISH GRADE. SAWCUT NEAT LINE EXISTING PAVEMENT EDGE. 6" NOMINAL TACK COAT AND PLACE NEW PAVEMENT SECTION WITH BUTT JOINT TO SOUND PAVEMENT.

EXISTING STOP SIGN TO REMAIN UNDISTURBED

- 7 EXTEND EXISTING 18" CULVERT
- 8 24" WIDE PAINTED WHITE STOP



BAR



## NUMERIC SCALE CONFIRMATION

DRAWINGS ARE DEPICTED AT INTENDED  
NUMERIC SCALES  
IF THIS BAR EQUALS ONE INCH

[illegible]

SOUTH MESA LOOP PLAN AND PROFILE  
STA. 10+00.00 TO STA. 15+00.00

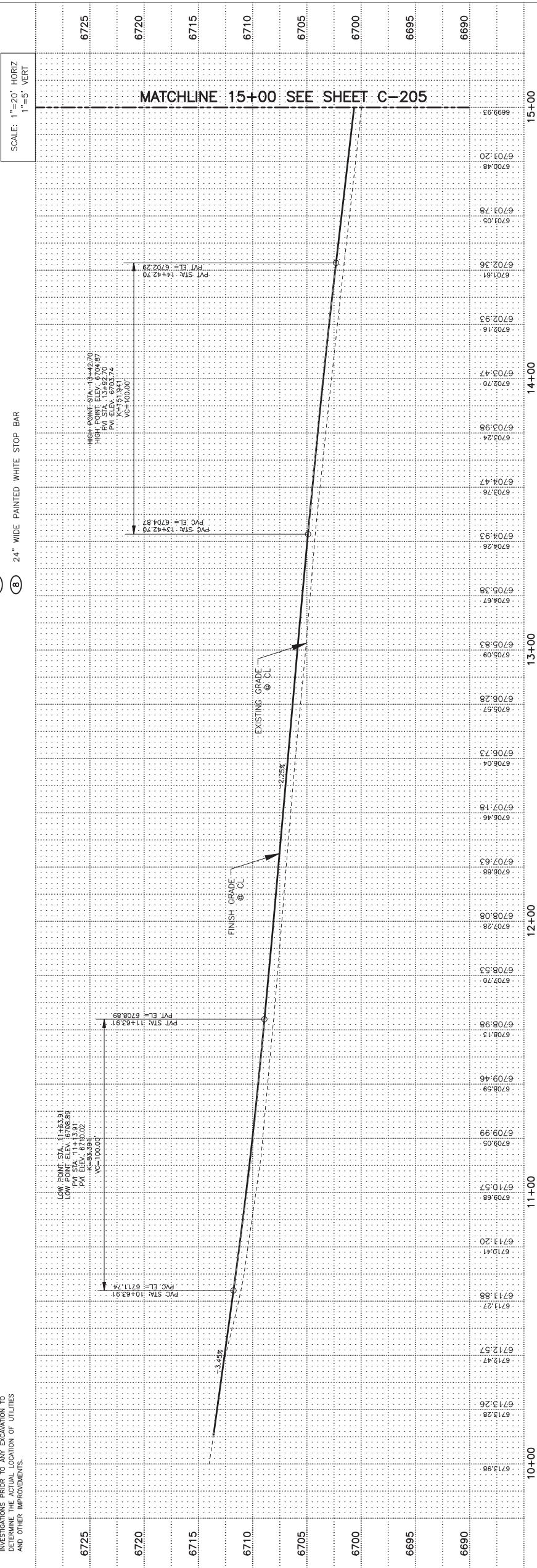
C-204

SHEET 8 / 31



- | KEYED NOTES |   |
|-------------|---|
| ①           | 4" ASPHALT PAVEMENT SEE DETAIL SHEET C-501  |
| ②           | EXISTING 18" CMP CULVERT TO REMAIN UNDISTURBED  |
| ③           | SOUTH MESA LOOP DRIVEWAY #1 LEFT SEE PLAN AND PROFILE SHEET C-219   |
| ④           | SOUTH MESA LOOP DRIVEWAY #2 LEFT SEE PLAN AND PROFILE SHEET C-219   |
| ⑤           | BASE COURSE DRIVEWAY SECTION SEE DETAIL SHEETS C-501  |
| ⑥           | MATCH EXISTING ASPHALT FINISH GRADE SAWCUT NEAT LINE EXISTING PAVEMENT EDGE, 6" NOMINAL TACK COAT AND PLACE NEW PAVEMENT SECTION WITH BUTT JOINT TO SOUND PAVEMENT. |
| ⑦           | EXISTING SIGN TO REMAIN UNDISTURBED   |
| ⑧           | 24" WIDE PAINTED WHITE STOP BAR   |

**CAUTION:** NOTE THAT ALL EXISTING UTILITIES MAY NOT BE SHOWN. EXISTING SERVICE CONNECTIONS ARE NOT SHOWN. ANY EXISTING UTILITIES THAT ARE SHOWN ARE SHOWN IN APPROXIMATE LOCATION ONLY. THE CONTRACTOR TO CONTACT ALL THE UTILITY OWNERS AND TO CONDUCT ALL NECESSARY FIELD INVESTIGATIONS PRIOR TO ANY EXCAVATION TO DETERMINE THE ACTUAL LOCATION OF UTILITIES AND OTHER IMPROVEMENTS.



**NUMERIC SCALE CONFIRMATION**  
DRAWINGS ARE DEPICTED AT INTENDED  
NUMERIC SCALES  
IF THIS BAR EQUALS ONE INCH

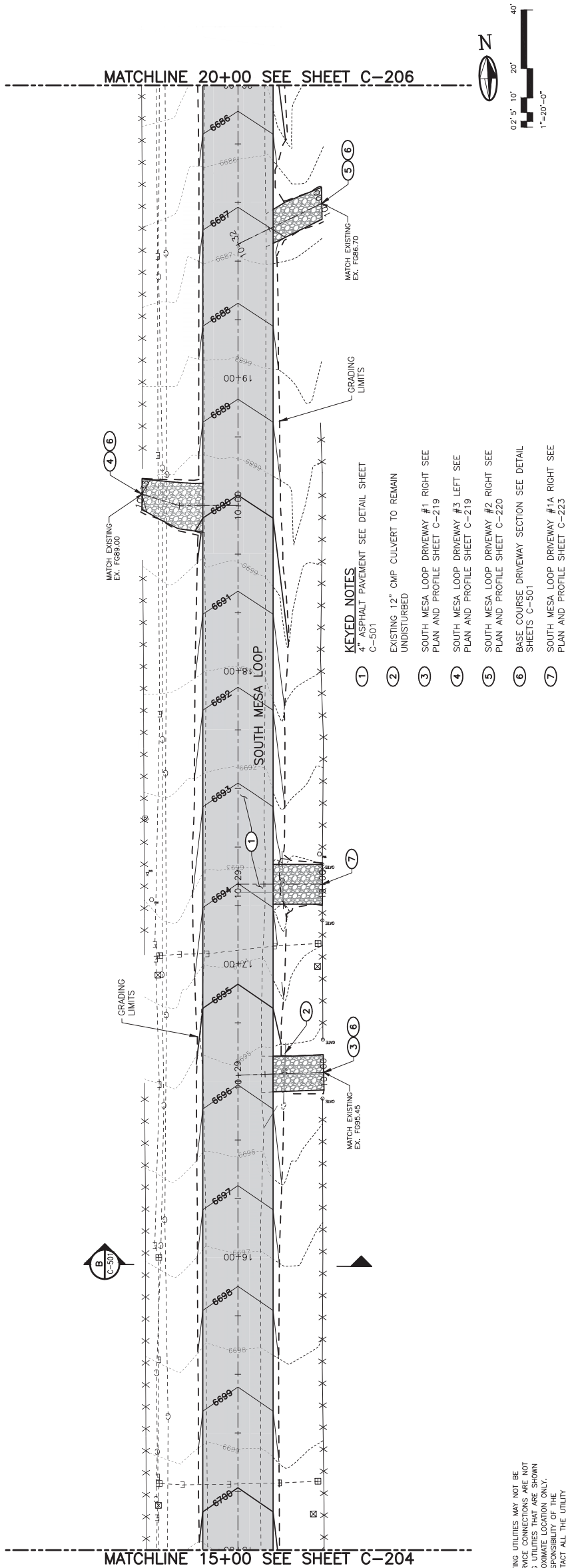
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SOUTH MESA LOOP PLAN AND PROFILE  
STA. 15+00.00 TO STA. 20+00.00  
BARTLETT SUBDIVISION PAVING  
COLFAX COUNTY  
RATON, NM 87054

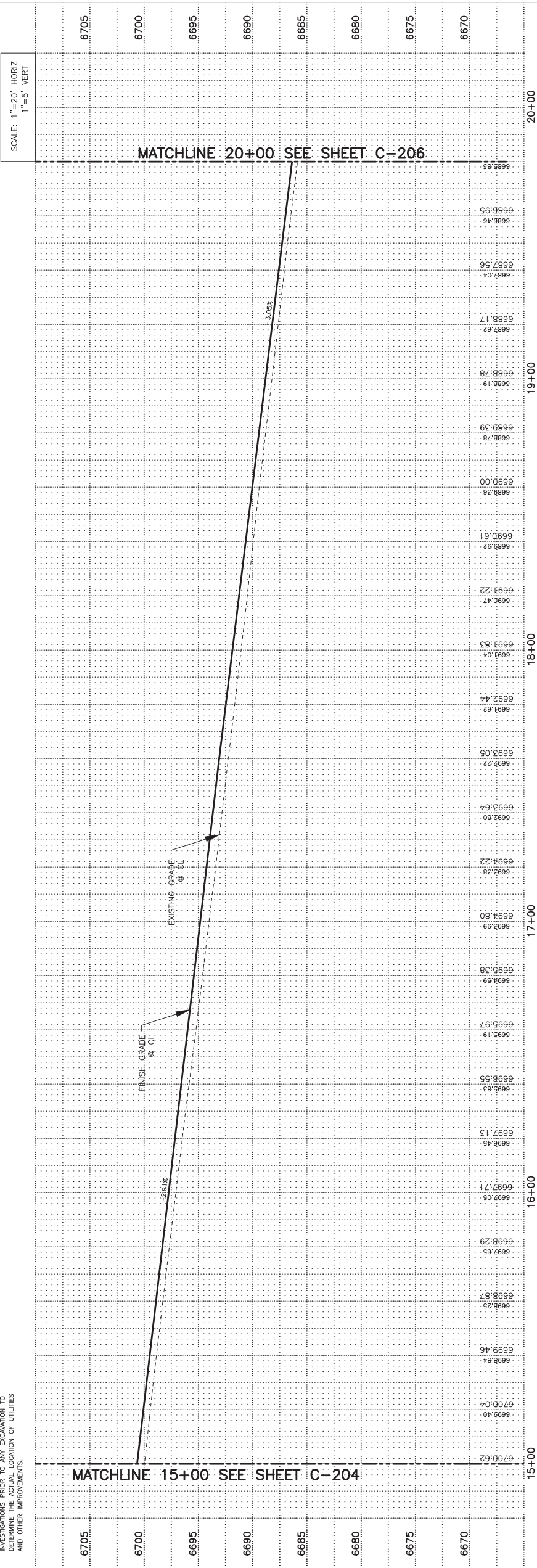
C-205

SHEET 9 / 31

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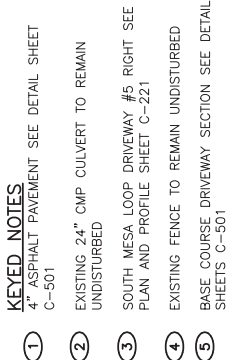


**CAUTION:** NOTE THAT ALL EXISTING UTILITIES MAY NOT BE SHOWN. EXISTING SERVICE CONNECTIONS ARE NOT SHOWN. ANY EXISTING UTILITIES THAT ARE SHOWN ARE SHOWN IN APPROXIMATE LOCATION ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL THE UTILITY OWNERS AND TO CONDUCT ALL NECESSARY FIELD INVESTIGATIONS PRIOR TO ANY EXCAVATION TO DETERMINE THE ACTUAL LOCATION OF UTILITIES AND OTHER IMPROVEMENTS.

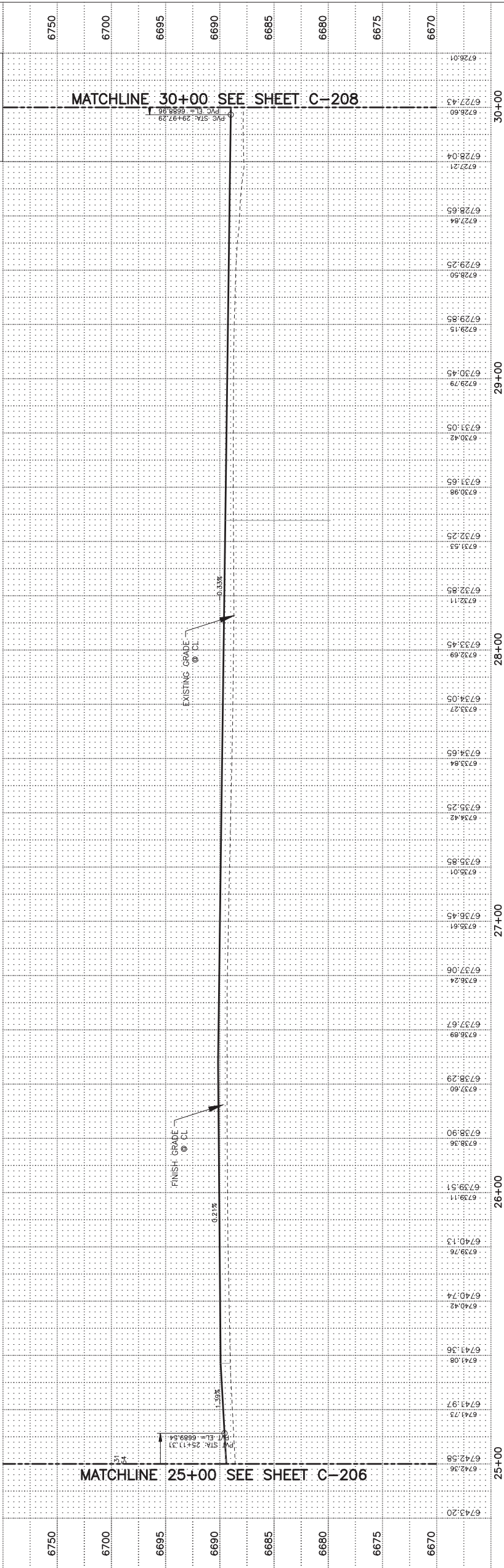








SCALE: 1"=20' HORIZ  
1"=5' VERT







**NUMERIC SCALE CONFIRMATION**  
DRAWINGS ARE DEPICTED AT INTENDED  
NUMERIC SCALES  
IF THIS BAR EQUALS ONE INCH



PROJECT NUMBER:	CLO201-13		
DESIGNED BY:	JLB		
DRAWN BY:	JLB		
CHECKED BY:	JMP		
PRIME DESIGN PROFESSIONAL: JOHN M. PROVINE			
PROJECT DATE:	APRIL, 2024		

SOUTH MESA LOOP PLAN AND PROFILE  
STA. 35+00.00 TO STA. 40+00.00

C-209

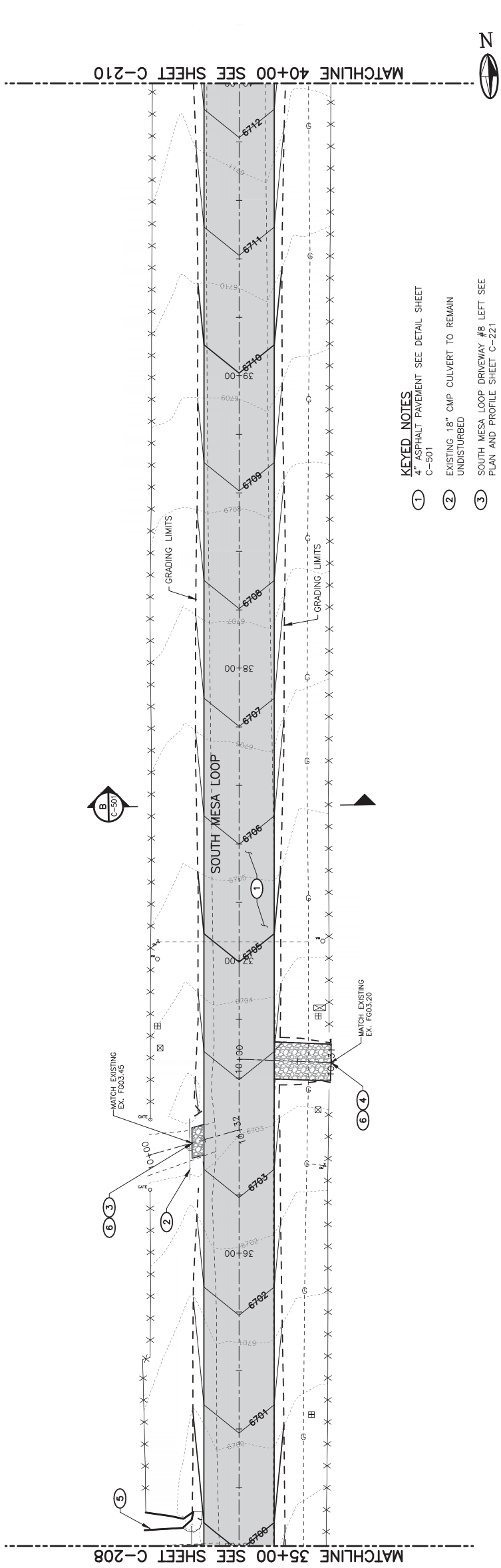
SHEET 13 / 31

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CAUTION: NOTE THAT ALL EXISTING UTILITIES MAY NOT BE SHOWN. EXISTING SERVICE CONNECTIONS ARE NOT SHOWN. ANY EXISTING UTILITIES THAT ARE SHOWN ARE SHOWN IN APPROXIMATE LOCATION ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL THE UTILITY OWNERS AND TO CONDUCT ALL NECESSARY FIELD INVESTIGATIONS PRIOR TO ANY EXCAVATION TO DETERMINE THE ACTUAL LOCATION OF UTILITIES AND OTHER IMPROVEMENTS.

## KEYED NOTES

- ① 4" ASPHALT PAVEMENT SEE DETAIL SHEET C-501
- ② EXISTING 18" CMP CULVERT TO REMAIN UNDISTURBED
- ③ SOUTH MESA LOOP DRIVEWAY #8 LEFT SEE PLAN AND PROFILE SHEET C-221
- ④ SOUTH MESA LOOP DRIVEWAY #9 RIGHT SEE PLAN AND PROFILE SHEET C-221
- ⑤ EXISTING WALL TO REMAIN UNDISTURBED
- ⑥ BASE COURSE DRIVEWAY SECTION SEE DETAIL SHEETS C-501



## NUMERIC SCALE CONFIRMATION

DRAWINGS ARE DEPICTED AT INTENDED  
NUMERIC SCALES  
IF THIS BAR EQUALS ONE INCH



PROJECT NO.		
REV DATE		
DESCRIPTION		
PROJECT NUMBER:	CLO201-13	
DESIGNED BY:	JLB	
DRAWN BY:	JLB	
CHECKED BY:	JMP	
PRIME DESIGN PROFESSIONAL:	JOHN M. PROVINE	
PROJECT DATE:	APRIL, 2024	

SOUTH MESA LOOP PLAN AND PROFILE  
STA. 40+00.00 TO STA. 41+62.00

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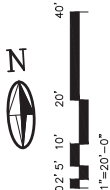
BARTLETT SUBDIVISION PAVING  
COLFAX COUNTY  
RATON, NM 87054

# C-210

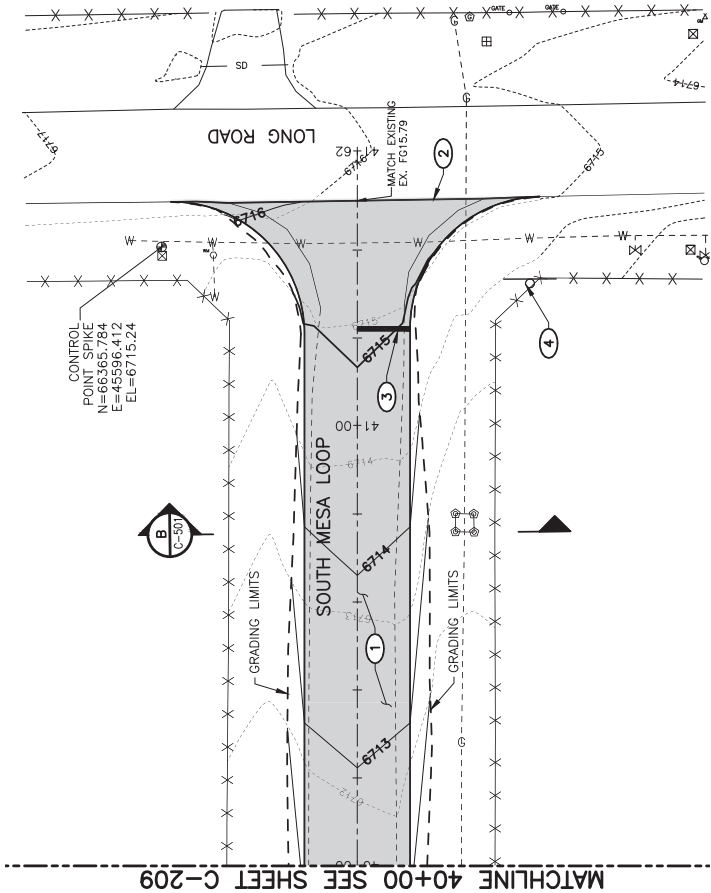
SHEET 14 / 31

KEYED NOTES

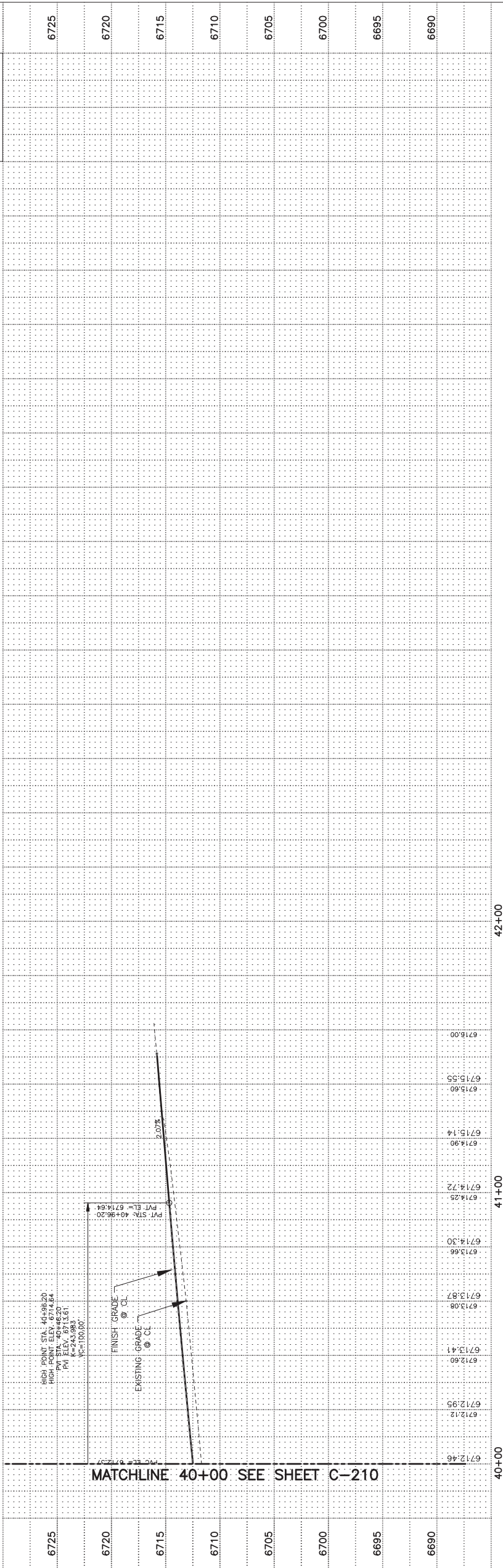
- ① 4" ASPHALT PAVEMENT SEE DETAIL SHEET C-501
- ② MATCH EXISTING ASPHALT FINISH GRADE. SAWCUT NEAR LINE EXISTING PAVEMENT EDGE, 6" NOMINAL, TACK COAT AND PLACE NEW PAVEMENT SECTION WITH BUTT JOINT TO SOUND PAVEMENT.
- ③ 24" WIDE PAINTED WHITE STOP BAR
- ④ EXISTING SIGN TO REMAIN UNDISTURBED



SCALE: 1"=20' HORIZ  
1"=5' VERT



CAUTION: NOTE THAT ALL EXISTING UTILITIES MAY NOT BE SHOWN. EXISTING SERVICE CONNECTIONS ARE NOT SHOWN. ANY EXISTING UTILITIES THAT ARE SHOWN ARE SHOWN IN APPROXIMATE LOCATION ONLY. THE CONTRACTOR TO CONTACT ALL THE UTILITY OWNERS AND TO CONDUCT ALL NECESSARY FIELD INVESTIGATIONS PRIOR TO ANY EXCAVATION TO DETERMINE THE ACTUAL LOCATION OF UTILITIES AND OTHER IMPROVEMENTS.





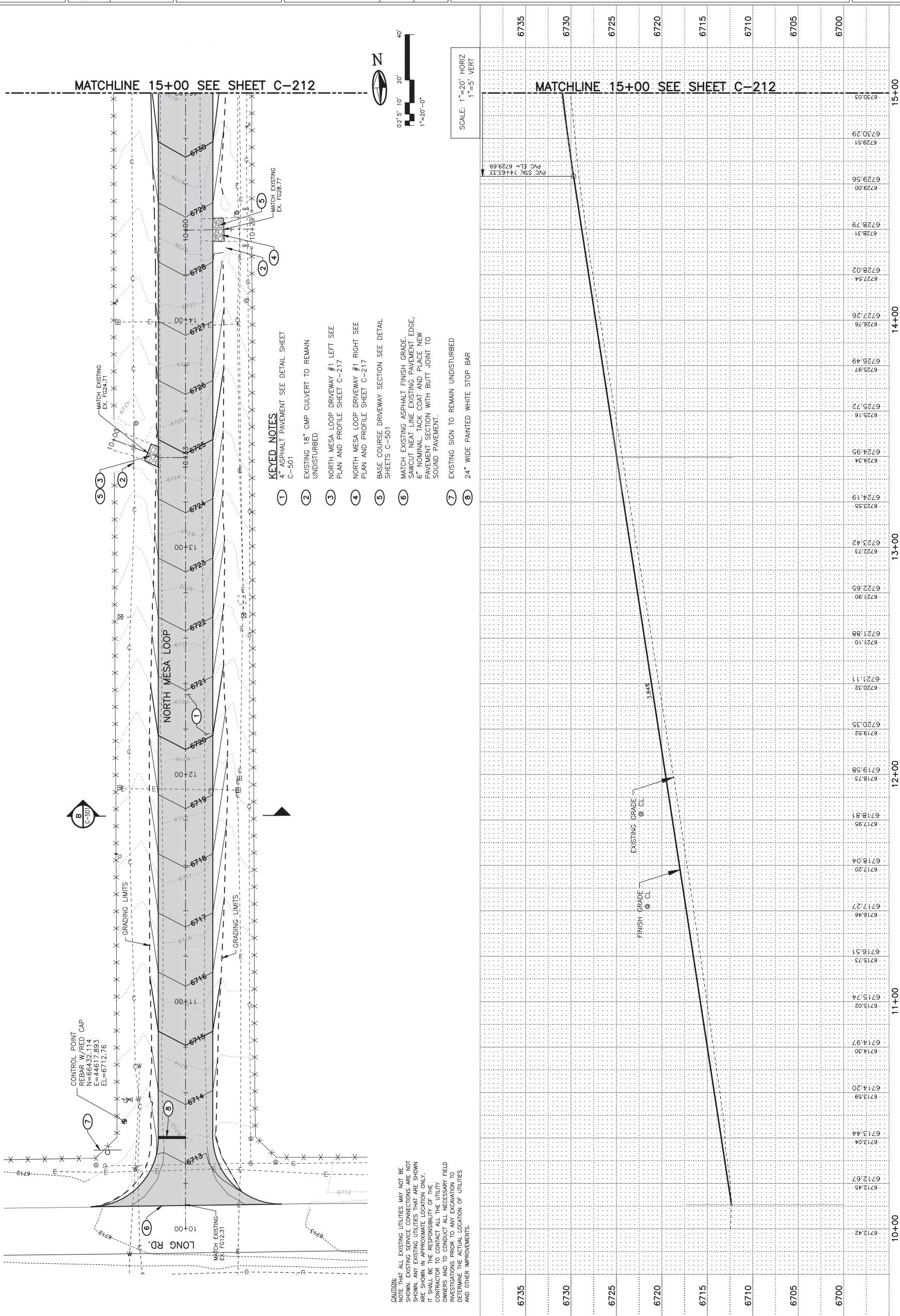
NUMERIC SCALE CONFIRMATION  
DRAWINGS ARE DEPICTED AT INTENDED  
NUMERIC SCALES  
IF THIS BAR EQUALS ONE INCH



NORTH MESA LOOP PLAN AND PROFILE  
STA. 10+00.00 TO STA. 15+00.00

C-211

SHEET 15 / 31





NUMERIC SCALE CONFIRMATION

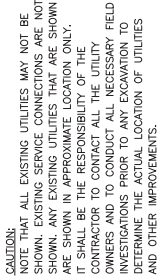
DRAWINGS ARE DEPICTED AT INTENDED  
NUMERIC SCALES  
IF THIS BAR EQUALS ONE INCH

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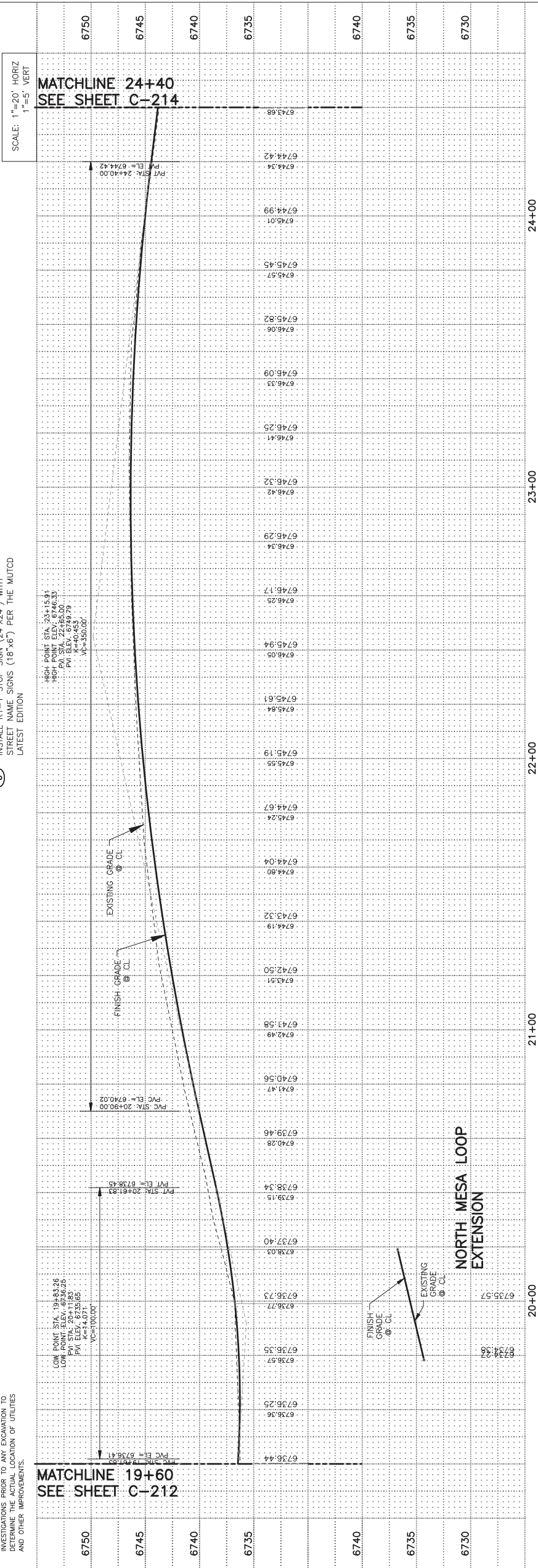
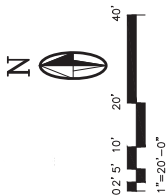
RTH MESA LOOP PLAN AND PROFILE  
STA. 19+60.00 TO STA. 24+40.00

C-213

SHEET 17 / 31



- ① KEVED NOTES  
4" ASPHALT PAVEMENT SEE DETAIL SHEET C-501
- ② EXISTING 12" CMP CULVERT TO REMAIN UNDISTURBED
- ③ NORTH MESA LOOP DRIVEWAY #2 LEFT SEE PLAN AND PROFILE SHEET C-217
- ④ NORTH MESA LOOP DRIVEWAY #3 LEFT SEE PLAN AND PROFILE SHEET C-217
- ⑤ BASE COURSE DRIVEWAY SECTION SEE DETAIL SHEETS C-501
- ⑥ INSTALL R1-1 STOP SIGN (24"x24") WITH STREET NAME SIGNS (18"x6") PER THE MUTCD LATEST EDITION





NUMERIC SCALE CONFIRMATION  
DRAWINGS ARE DEPICTED AT INTENDED  
NUMERIC SCALES  
IF THIS BAR EQUALS ONE INCH



NORTH MESA LOOP PLAN AND PROFILE STA. 24+40.00 TO STA. 29+40.00

BARTLETT SUBDIVISION PAVING  
COLFAX COUNTY  
RATON, NM 87054

C-214

SHEET 18 / 31



SCALE: 1"=20' HORIZ  
1"=5' VERT

COLFAX COUNTY  
RATON, NM 87054

STA. 29+40.00 TO STA. 34+11.00

PROJECT DATE:	APRIL, 2024		
CHECKED BY:	PRIME DESIGN PROFESSIONAL: JOHN M. PROVINCE		
DRAWN BY:	JLB		
DESIGNED BY:	JLB		
PROJECT NUMBER:	CLO201-13		
REV NO	REV DATE	DESCRIPTION	



**NOTICE OF EXTENDED PAYMENT PROVISION:**  
THIS CONTRACT ALLOWS THE OWNER TO MAKE  
PAYMENT WITHIN 45 DAYS AFTER SUBMISSION  
OF AN UNDISPUTED REQUEST FOR PAYMENT

NUMERIC SCALE CONFIRMATION  
DRAWINGS ARE DEPICTED AT INTENDED  
NUMERIC SCALES  
IF THIS BAR EQUALS ONE INCH

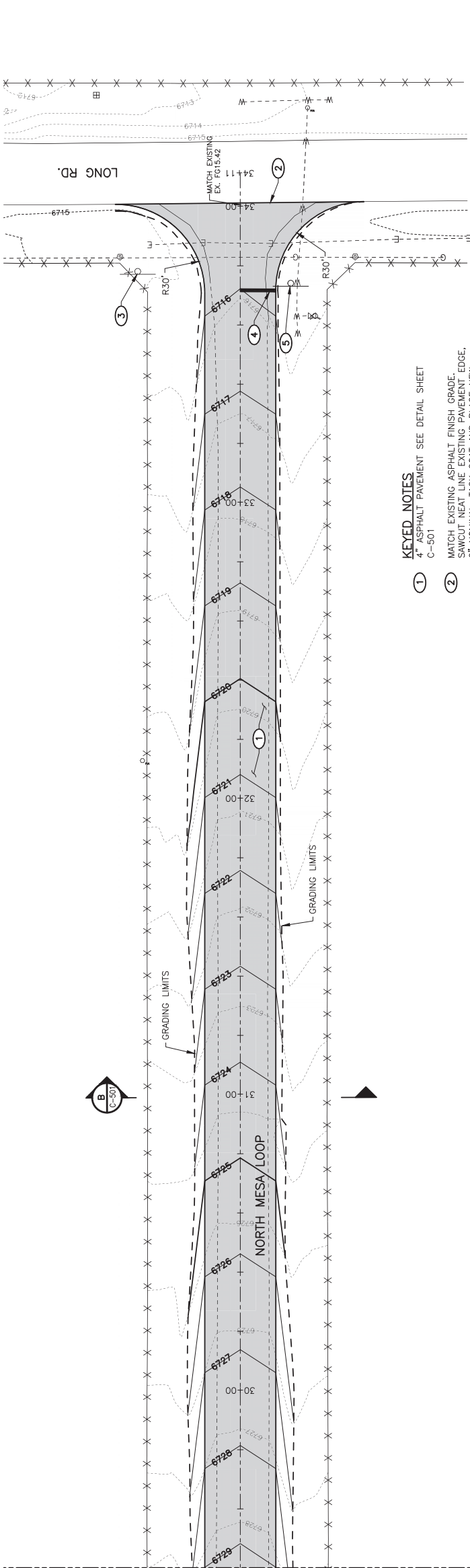
MOLZEN CORBIN

2701 Miles Road SE  
Albuquerque, New Mexico 87106  
505 242 5700 office  
505 242 0673 fax  
MolzenCorbin.com

CAUTION: NOTE THAT ALL EXISTING UTILITIES MAY NOT BE SHOWN. EXISTING SERVICE CONNECTIONS ARE NOT SHOWN. ANY EXISTING UTILITIES THAT ARE SHOWN ARE SHOWN IN APPROXIMATE LOCATION ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL THE UTILITY OWNERS AND TO CONDUCT ALL NECESSARY FIELD INVESTIGATIONS PRIOR TO ANY EXCAVATION TO DETERMINE THE ACTUAL LOCATION OF UTILITIES AND OTHER IMPROVEMENTS.

MATCHLINE 29+40 SEE SHEET C-214

MATCHLINE 29+40 SEE SHEET C-214



## KEYED NOTES

C-501

MATCH EXISTING ASPHALT FINISH GRADE.  
SAWCUT NEAT LINE EXISTING PAVEMENT EDGE,  
6" NOMINAL. TACK COAT AND PLACE NEW  
PAVEMENT SECTION WITH BUTT JOINT.

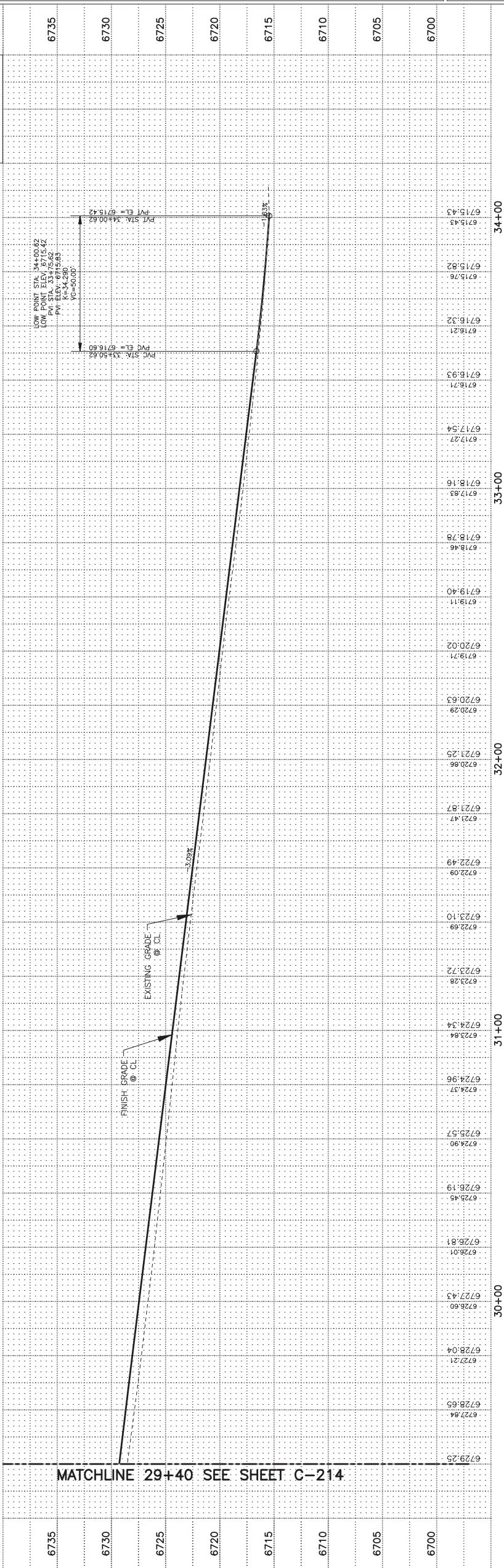
EXISTING SIGN TO REMAIN UNDISTURBED

INSTALL R1-1 STOP SIGN (24"x24") WITH  
STREET NAME SIGNS (18"x6") PER THE MUTCD  
LATEST EDITION

24" WIDE PAINTED WHITE STOP BAR



SCALE: 1"=20' HORIZ  
1"=5' VERT



2701 Miles Road SE  
Albuquerque, New Mexico 87106  
505 242 5700 office  
505 242 0673 fax  
MolzenCorbin.com

**NOTICE OF EXTENDED PAYMENT PROVISION:**  
THIS CONTRACT ALLOWS THE OWNER TO MAKE  
PAYMENT WITHIN 45 DAYS AFTER SUBMISSION  
OF AN UNDISPUTED REQUEST FOR PAYMENT

NUMERIC SCALE CONFIRMATION

DRAWINGS ARE DEPICTED AT INTENDED  
NUMERIC SCALES  
IF THIS BAR EQUALS ONE INCH



PROJECT NUMBER:	CLO201-13
DESIGNED BY:	JLB
DRAWN BY:	JLB
CHECKED BY:	JMP
PRIME DESIGN PROFESSIONAL:	JOHN M. PROVINE
PROJECT DATE:	APRIL, 2024

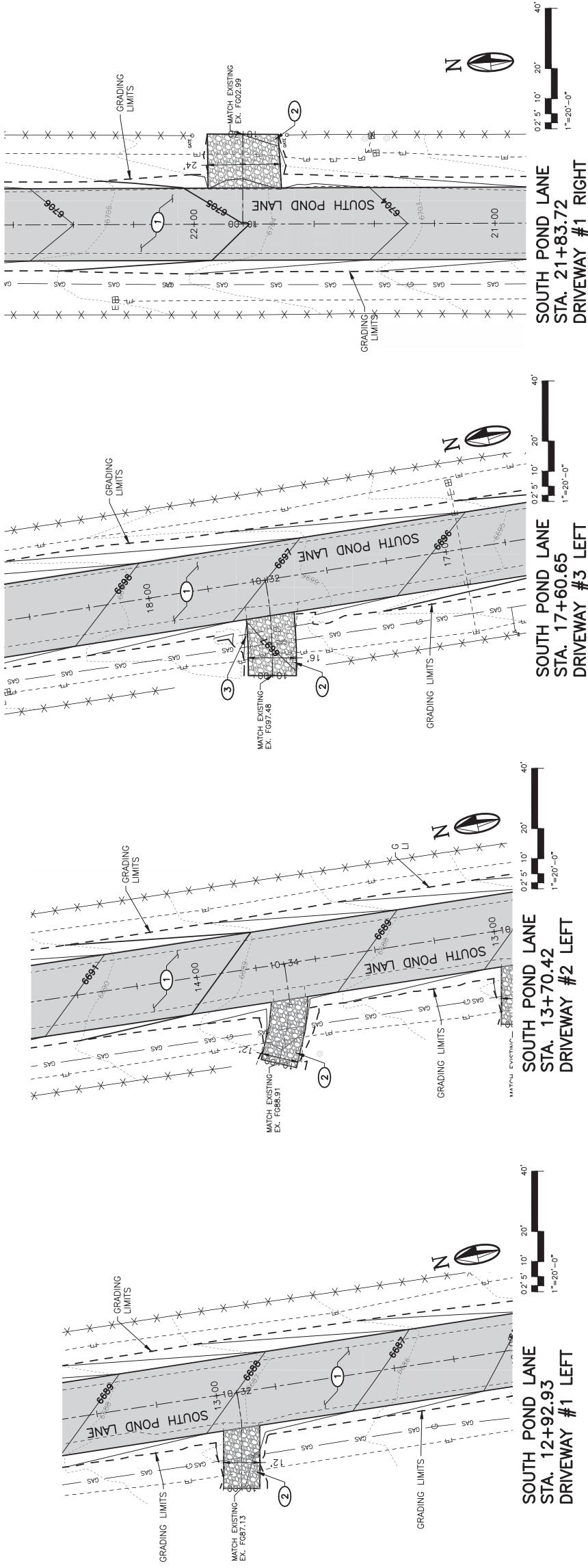
DRIVEWAY PLAN AND PROFILES  
SOUTH POND LANE

BARTLETT SUBDIVISION PAVING  
COLFAX COUNTY  
RATON, NM 87054

C-216

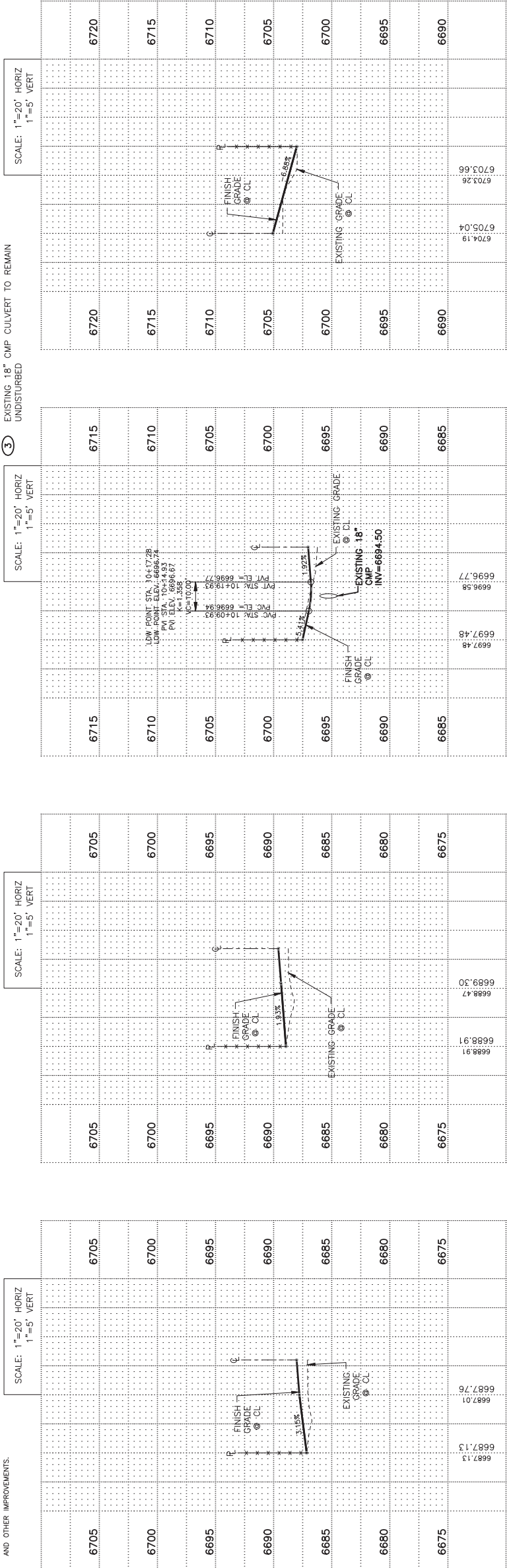
**SHEET** 20 / 31

© COPYRIGHT



KEYED NOTES

- ① 4" ASPHALT PAVEMENT SEE DETAIL SHEET C-501
- ② BASE COURSE DRIVEWAY SECTION SEE DETAIL SHEETS C-501
- ③ EXISTING 18" CMP CULVERT TO REMAIN UNDISTURBED









2701 Miles Road SE  
Albuquerque, New Mexico 87106  
505.242.5700 office  
505.242.5703 fax  
MolzenCorbin.com

**MOLZENCORBIN**

NOTICE OF EXTENDED PAYMENT PROVISION:  
THIS DRAWING IS NOT TO BE USED FOR CONSTRUCTION  
UNTIL THE FULL AMOUNT OF THE FEE HAS BEEN PAID.  
PAYMENT WITHIN 45 DAYS AFTER SUBMISSION  
OF AN UNDISPUTED REQUEST FOR PAYMENT

**NUMERIC SCALE CONFIRMATION**  
DRAWINGS ARE DEPICTED AT INTENDED  
NUMERIC SCALES  
IF THIS BAR EQUALS ONE INCH

10997

JOHN M. PROVINE

REGISTERED PROFESSIONAL ENGINEER

NEW MEXICO

12/22/2021

10997

JOHN M. PROVINE

REGISTERED PROFESSIONAL ENGINEER

NEW MEXICO

12/22/2021

PROJECT NUMBER: CLO201-13

DESIGNED BY: JLB

DRAWN BY: JLB

CHECKED BY: JLB

PRIME DESIGN PROFESSIONAL: JOHN M. PROVINE

PROJECT DATE: APRIL, 2024

DRIVEWAY PLAN AND PROFILES

SOUTH MESA LOOP

COLFAX COUNTY

RATON, NM 87054

C-219

SHEET 23 / 31

**SOUTH MESA LOOP  
DRIVEWAY #3 LEFT**

**KEYED NOTES**  
SOUTH MESA LOOP DRIVEWAY #1A RIGHT SEE  
SHEET C-223 FOR PLAN AND PROFILE

**SOUTH MESA LOOP  
DRIVEWAY #1 RIGHT**

**KEYED NOTES**  
4" ASPHALT PAVEMENT SEE DETAIL SHEET  
C-501

- 1 EXISTING 18" CMP CULVERT TO REMAIN UNDISTURBED
- 2 EXISTING 12" CMP CULVERT TO REMAIN UNDISTURBED
- 3 BASE COURSE DRIVEWAY SECTION SEE DETAIL SHEETS C-501
- 4

**SOUTH MESA LOOP  
DRIVEWAY #2 LEFT**

**CAUTION NOTE**  
1. CONTRACTOR SHALL EXERCISE CAUTION  
AND USE APPROPRIATE EQUIPMENT TO  
AVOID DAMAGE TO EXISTING CULVERTS.

**SOUTH MESA LOOP  
DRIVEWAY #1 LEFT**

CAUTION:  
CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES MAY NOT BE  
SHOWN. EXISTING SERVICE CONNECTIONS ARE NOT  
SHOWN. ANY EXISTING UTILITIES THAT ARE SHOWN  
ARE SHOWN IN APPROXIMATE LOCATION ONLY.  
IT SHALL BE THE RESPONSIBILITY OF THE  
CONTRACTOR TO CONTACT ALL THE UTILITY  
OWNERS AND CONDUCT ALL NECESSARY FIELD  
SURVEYING TO DETERMINE THE ACTUAL LOCATION OF UTILITIES  
AND OTHER IMPROVEMENTS.

PROJECT DATE: 4/23/2024 8:45 AM  
DATE: 3/6/2024 2:38 PM  
R:\COLFAX COUNTY\COL201-13\BARTLETT SUBDIVISION PAVING\DWG\DWG-CO2-219

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**NOTICE OF EXTENDED PAYMENT PROVISION:**  
THIS CONTRACT ALLOWS THE OWNER TO MAKE  
PAYMENT WITHIN 45 DAYS AFTER SUBMISSION  
OF AN UNDISPUTED REQUEST FOR PAYMENT

**NUMERIC SCALE CONFIRMATION**  
DRAWINGS ARE DEPICTED AT INTENDED  
NUMERIC SCALES  
IF THIS BAR EQUALS ONE INCH



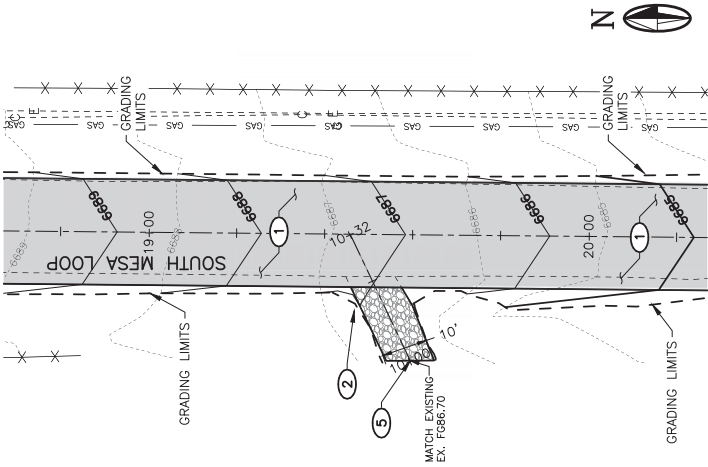
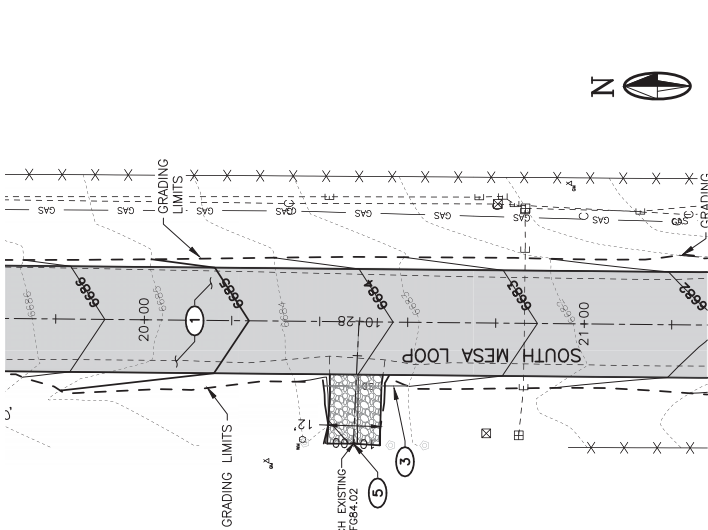
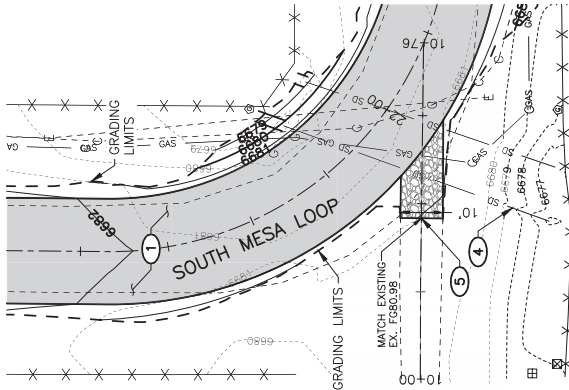
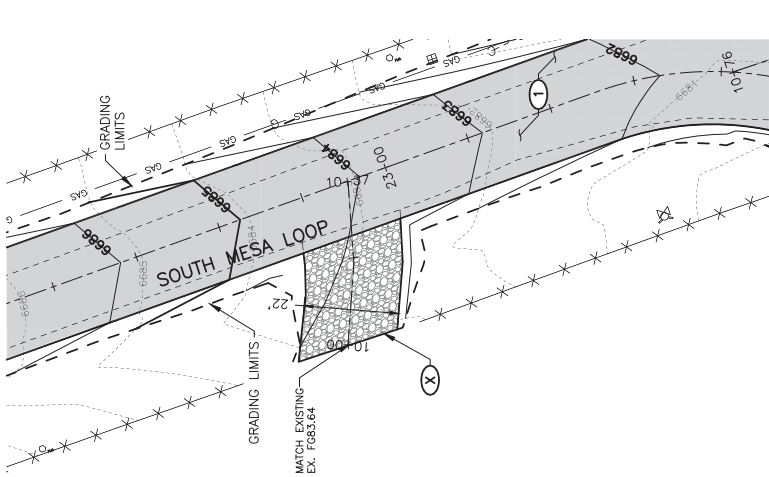
PROJECT NUMBER:	CLO201-13		
DESIGNED BY:	JLB		
DRAWN BY:	JLB		
CHECKED BY:	JMP		
PRIME DESIGN PROFESSIONAL:	JOHN M. PROVINCE		
PROJECT DATE:	APRIL, 2024		

DRIVEWAY PLAN AND PROFILES  
SOUTH MESA LOOP  
BARTLETT SUBDIVISION PAVING  
COLFAX COUNTY  
RATON, NM 87054

C-220

SHEET 24 / 31

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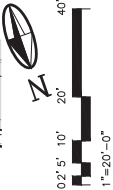


SOUTH MESA LOOP

SOUTH MESA LOOP  
DRIVEWAY #4 RIGHT

SOUTH MESA LOOP  
DRIVEWAY #3 RIGHT

SOUTH MI  
DRIVEWAY



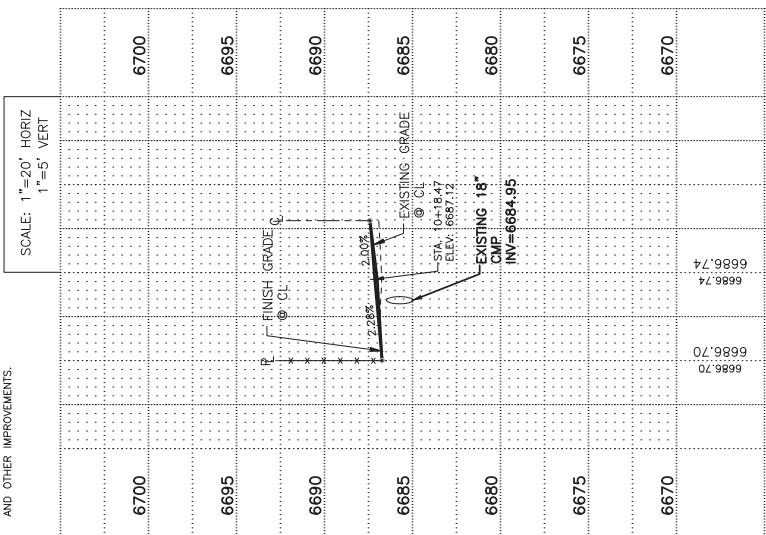
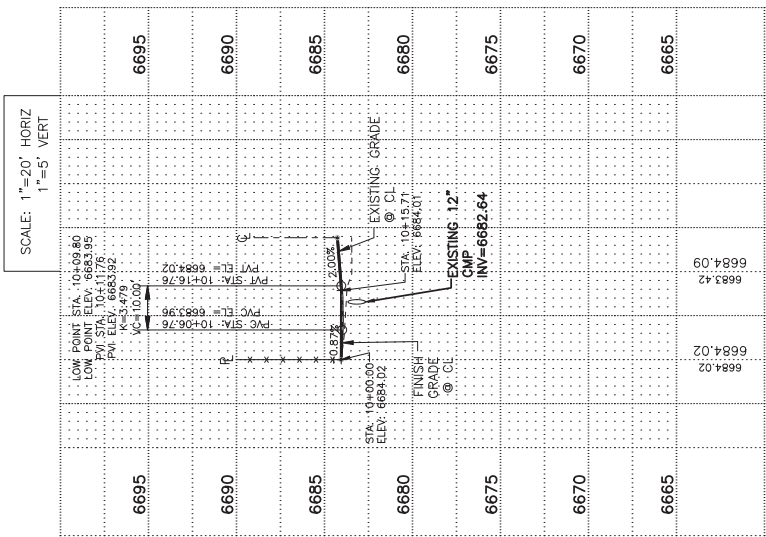
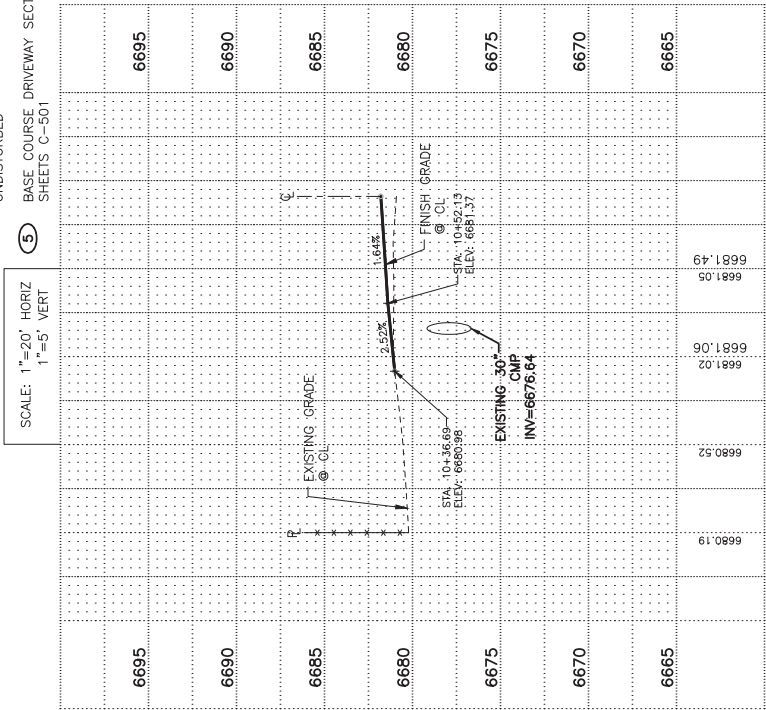
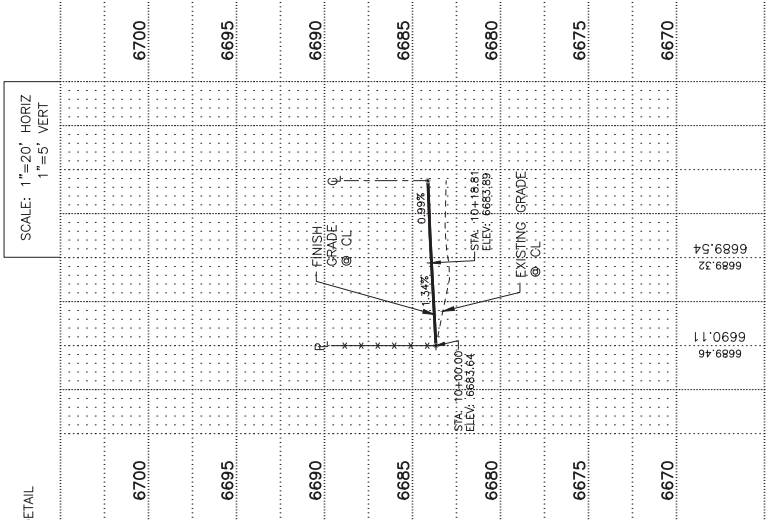
KEYED NOTES

1	4" ASPHALT PAVEMENT SEE DETAIL SHEET C-501
2	EXISTING 18" CMP CULVERT TO REMAIN UNDISTURBED
3	EXISTING CMP CULVERT TO REMAIN UNDISTURBED (FIELD VERIFY SIZE)
4	EXISTING 30" CMP CULVERT TO REMAIN UNDISTURBED
5	BASE COURSE DRIVEWAY SECTION SEE DETAIL SHEETS C-501

### CAUTION NOTE

1. CONTRACTOR SHALL EXERCISE CAUTION AND USE APPROPRIATE EQUIPMENT TO AVOID DAMAGE TO EXISTING CULVERTS.

**CAUTION:** NOTE THAT ALL EXISTING UTILITIES MAY NOT BE SHOWN. EXISTING SERVICE CONNECTIONS ARE NOT SHOWN. ANY EXISTING UTILITIES THAT ARE SHOWN ARE SHOWN IN APPROXIMATE LOCATION ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL THE UTILITY OWNERS AND TO CONDUCT ALL NECESSARY FIELD INVESTIGATIONS PRIOR TO ANY EXCAVATION TO DETERMINE THE ACTUAL LOCATION OF UTILITIES AND OTHER IMPROVEMENTS.

















## TRAFFIC CONTROL GENERAL NOTES (CONTINUED):

17. **TEMPORARY CONCRETE WALL BARRIER (CWB):** When flaring the leading end of a Temporary Wall Barrier (CWB) within a construction work zone, the flare rate shall be done in accordance with the rates shown in the table below: (MMDOT Standard Drawing 606.20-5/5)

Roadway Speed Limit	Minimum Taper/Flare Rate	Desirable Taper/Flare Rate
Less than 45 MPH	8:1	18:1
Between 45 MPH and 55 MPH	10:1	24:1
Greater than 55 MPH	15:1	30:1

- a When temporary wall barrier is placed in a construction work zone, a 5' clear area is required between the CWB and the work zone to accommodate barrier deflection. When a 5' clear area is not attainable, CWB shall be anchored to the pavement surface.
- b Temporary CWB shall be provided with reflective barrier delineators as indicated in NMDOT standard drawing 606-21-1/1.

18. **CRASH ATTENUATORS:** The crash cushion attenuators shall be designed as per the District Traffic Engineer's recommendations. The District may elect to either utilize the pre-construction posted speed, or the 85% speed in the layout of the crash cushion attenuators within the work zone.

19. **DROP OFF POLICY:** in the areas of pavement operations or other activities within the traveled way and adjacent to the existing traveled lane, the contractor shall assure that no pavement drop-offs are left exposed during non-working hours. The contractor shall initiate corrective means as per the New Mexico Department of Transportation Pavement Drop-off Guideline\* to achieve a minimum 6:1 slope between traveled lanes and a minimum 3:1 slope adjacent to the existing traveled lane with two 11 foot driving lanes as shown in the detail below. (AD241)



20. **Lane Closures:** The Contractor/TCP firm shall not place a lane closure taper along a horizontal curve. The taper shall be placed in advance of the horizontal curve so that it is visible to all oncoming traffic. On crest vertical curves, the Contractor/TCP firm shall place lane closures in advance of, or at the beginning of the curve to enhance visibility of the lane closure to oncoming traffic.

21. **Sequential Arrow Display:** Placement of the sequential arrow shall be at or near the beginning of the lane closure taper. In areas of insufficient pavement width, the sequential arrow may be placed within the taper, but not to exceed  $\frac{1}{2}$  the taper length. In all cases, the sequential arrow shall be placed behind the channelization devices. The shoulder shall be closed in advance of the merging taper to direct vehicular traffic to remain within the traveled way. (MUTCD 6F 61)

22. **ADDITIONAL SIGNS:** "BUMP", "LOOSE GRAVEL", "LANE DROP-OFF SIGN" sign placement: The contractor shall place WB-1 sign ("BUMP" - BFO), WB-7 sign ("LOOSE GRAVEL" - BFO) and/or WB-7 signs ("SHOULDER DROP-OFF" - BFO) in advance of bridge approaches or other locations during cold milling and overlay operations as needed or as directed by the project manager.

23. **CLEAR ZONE:** All stationary objects within clear zone shall be properly shielded and outlined with drums mounted with Type "A" warning lights. Use of vertically mounted retro-reflective material in lieu of a Type A warning light is strictly prohibited.

- Equipment, materials, or vehicles stored within Right-of-way (ROW) shall be outside of clear zone (based on existing posted speed).
- Equipment, material or vehicles stored within clear zone shall be properly shielded.
- Materials, work activities, equipment, and vehicles shall not be stored within the established buffer space of the project work zone.
- All construction equipment, vehicles and materials shall remain behind traffic control devices.

24. **TRAFFIC CONTROL MANAGEMENT:** The contractor or the Traffic Control Subcontractor shall provide a Traffic Control Supervisor on site during working hours for response within 1 hour to traffic control issues/concerns.

Sheet 702-02

TEMPORARY TRAFFIC CONTROL GENERAL NOTES: NMDOT  
STANDARD DRAWING 702-01-2/5 (FOR INFORMATION ONLY)

BARTLETT SUBDIVISION PAVING  
COLFAX COUNTY  
RATON, NM 87054

[illegible]

MOLZEN CORBIN

2701 Miles Road SE  
Albuquerque, New Mexico 87106  
505 242 5700 office  
505 242 0673 fax  
MolzenCorbin.com

**NOTICE OF EXTENDED PAYMENT PROVISION:**  
THIS CONTRACT ALLOWS THE OWNER TO MAKE  
PAYMENT WITHIN 45 DAYS AFTER SUBMISSION  
OF AN UNDISPUTED REQUEST FOR PAYMENT

NUMERIC SCALE CONFIRMATION  
DRAWINGS ARE DEPICTED AT INTENDED  
NUMERIC SCALES  
IF THIS BAR EQUALS ONE INCH



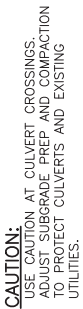
PROJECT NUMBER:	CLO201-13		
DESIGNED BY:	JLB		
DRAWN BY:	JLB		
CHECKED BY:	JMP		
PRIME DESIGN PROFESSIONAL:	JOHN M. PROVINCE		
PROJECT DATE:	APRIL, 2024		

C-402

SHEET 29 / 31







Project Manual  
Including Specifications for  
The Construction of

COLFAX COUNTY  
BARTLETT SUBDIVISION PAVING  
COLFAX COUNTY, NEW MEXICO  
APRIL 2024

---

Control Number: D19531

**OWNER:**

COLFAX COUNTY  
P.O. Box 1498  
230 North 3rd Street  
Raton, New Mexico 87740

**ENGINEER:**

MOLZEN CORBIN  
2701 Miles Road, SE  
Albuquerque, New Mexico 87106

ENGINEER OF RECORD

Molzen Corbin  
2701 Miles Road, S.E.  
Albuquerque, New Mexico 87106  
(505) 242-5700

The technical material and data contained in the specifications were prepared under the supervision and direction of the undersigned, whose seal as a Professional Engineer, licensed to practice in the State of New Mexico, is affixed below.

---

Kent S. Freier, P.E.

N.M.P.E. No. 8182

---

All questions about the meaning or intent of these documents shall be submitted only to the Engineer of Record, stated above, in writing.



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## TECHNICAL SPECIFICATIONS

The *New Mexico Department of Transportation Standard Specification for Highway and Bridge Construction, 2019 Edition*, shall supplement the following Technical Specifications and are considered part of this Contract.

### DIVISION 01 – GENERAL REQUIREMENTS

01 14 02	Utility Obstructions
01 14 16.01	Coordination with Public and Utility Interruptions
01 14 19	Use of Site
01 21 00	Allowances
01 32 13	Construction Schedules
01 33 23	Shop Drawings, Product Data, and Samples
01 45 23	Testing Laboratory Services
01 55 00	Traffic Regulation
01 57 00	Temporary Controls
01 51 00	Temporary Utilities
01 71 23	Field Engineering
01 74 17	Storm Drainage Discharge Compliance
01 78 39	Project Record Documents

### DIVISIONS 02 – 30 (NOT USED)

### DIVISION 31 – EARTHWORK

31 23 13	Subgrade Preparation
----------	----------------------

### DIVISION 32 – EXTERIOR IMPROVEMENTS

32 11 23	Aggregate Base Courses
----------	------------------------

### DIVISIONS 33 – 48 (NOT USED)

## **ADVERTISEMENT FOR BIDS**

**ADVERTISEMENT FOR BIDS**  
**COLFAX COUNTY**  
**BARTLETT SUBDIVISION PAVING**  
**CN: HW2LP40023**

**General Notice**

**Colfax County** is requesting Bids for the construction of the following Project:

**BARTLETT SUBDIVISION PAVING**  
**CN: HW2LP40023**

Bids for the construction of the Project will be received at the **Colfax County Manager's Office, 230 N. 3<sup>rd</sup> St, Raton, New Mexico 87740**, until **Thursday, \_\_\_\_\_, 2024, at 1:30 p.m.** At that time the Bids received will be **publicly** opened and read.

The Project includes the following Work: **Install multi-section structural steel multi-plate arch culvert and remove existing bridge deck. Prepare embankment and place base course roadway.**

Bids are requested for the following Contract: **BARTLETT SUBDIVISION PAVING**

**Obtaining the Bidding Documents**

Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

The Issuing Office for the Bidding Documents is: **Colfax County Manager's Office (ATTN: Danielle Avila, Chief Procurement Officer at [davila@co.colfax.nm.us](mailto:davila@co.colfax.nm.us)) or ARI Graphix (<https://www.ariplans.com/>)** located at **4716 McLeod, NE, Albuquerque, New Mexico 87109**. Contact **ARI Graphix for cost of printing contract documents (non-refundable) at (505) 884-0862**.

**Pre-Bid Conference**

A Pre-Bid Conference will not be held.

**Instructions to Bidders**

For all further requirements regarding bid submittal, qualifications, procedures, and Contract Award, refer to the Instructions to Bidders that are included in the Bidding Documents.

**This Advertisement is issued by:**

Owner: **Colfax County**

By: **Danielle Avila**

Title: **Chief Procurement Officer**

Date: **Wednesday, \_\_\_\_\_, 2024 and Sunday, \_\_\_\_\_, 2024 in the Albuquerque Journal**

**INSTRUCTIONS TO BIDDERS  
FOR CONSTRUCTION CONTRACT**

## ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

## ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the advertisement or invitation to bid may be obtained from the Issuing Office. The deposit will be refunded to each document holder of record who returns a complete set of Bidding Documents in good condition within 10 days after opening of Bids.
- 2.04 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.05 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.06 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.



## 2.07 *Electronic Documents*

- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
  - 1. Bidding Documents will be provided in PDF (Portable Document Format) (.pdf) format. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.
- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.
- C. After the Contract is awarded, the Owner will provide or direct the Engineer to provide for the use of the Contractor documents that were developed by Engineer as part of the Project design process, as Electronic Documents in native file formats.
  - 1. Release of such documents will be solely for the convenience of the Contractor. No such document is a Contract Document. Engineer will be held harmless for release of any electronic document received by the Contractor.
  - 2. Unless the Contract Documents explicitly identify that such information will be available to the Successful Bidder (Contractor), nothing herein will create an obligation on the part of the Owner or Engineer to provide or create such information, and the Contractor is not entitled to rely on the availability of such information in the preparation of its Bid or pricing of the Work. In all cases, the Contractor shall take appropriate measures to verify that any electronic/digital information provided in Electronic Documents is appropriate and adequate for the Contractor's specific purposes.
  - 3. In no case will the Contractor be entitled to additional compensation or time for completion due to any differences between the actual Contract Documents and any related document in native file format.

## **ARTICLE 3—QUALIFICATIONS OF BIDDERS**

- 3.01 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
  - A. Upon Owner request, written evidence establishing its qualifications such as financial data, previous experience, and present commitments, required to complete Form C-451.

- B. Written evidence that Bidder is licensed to do business in the state where the Project is located.
  - C. Bidder's state or other contractor license number, if applicable.
  - D. Subcontractor and Supplier qualification information.
  - E. In order for a Bid to be acceptable, the General Contractor and any Subcontractor whose Work is in excess of \$60,000 must be registered with the New Mexico Department of Workforce Solutions, Labor Enforcement at the time of Bidding.
- 3.02 A Bidder's failure to submit required qualification information will result in the submitted Bid being deemed non-responsive.
- 3.03 **Not used.**
- 3.04 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

#### **ARTICLE 4—PRE-BID CONFERENCE**

**Not used.**

#### **ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE**

##### *5.01 Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes right-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

##### *5.02 Existing Site Conditions*

###### *A. Subsurface and Physical Conditions; Hazardous Environmental Conditions*

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
  - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
  - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
  - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
  - d. Technical Data contained in such reports and drawings.

2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
  3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
  4. *Geotechnical Data Report*: None included.
- B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 *Other Site-related Documents*

- A. In addition to the documents regarding existing Site conditions referred to in Paragraph 5.02.A, the following other documents relating to conditions at or adjacent to the Site are known to Owner and made available to Bidders for reference:
1. None.
- B. No other Site-related documents are available.

5.04 *Site Visit and Testing by Bidders*

- A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site, and abide by all security protocol required by Owner.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- D. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

- E. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

- A. Site visits and Work at the Site may be governed by an Owner safety program.

5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other Work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other Prime Contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written Contract for such other Work, then on request, Owner will provide to each Bidder access to examine such Contracts (other than portions thereof related to price and other confidential matters), if any.

## **ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

## **ARTICLE 7—INTERPRETATIONS AND ADDENDA**

- 7.01 Bidder shall submit all questions about the meaning or intent of the Bidding Documents in writing. Contact information and submittal procedures for such questions are as follows:

Mike Provine, P.E., Molzen Corbin, [mprovine@molzencorbin.com](mailto:mprovine@molzencorbin.com), 505.242.5700

- 7.02 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than 7 days prior to the date for opening of Bids may not be answered.
- 7.03 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.
- 7.04 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

## **ARTICLE 8—BID SECURITY**

- 8.01 A Bid must be accompanied by Bid Security made payable to Owner in an amount of five percent (5%) of Bidder's maximum Bid Price (determined by adding the Base Bid and all alternates) and in the form of a certified check, bank money order, or a Bid Bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid Bond will be issued in the form included in the Bidding Documents.
- 8.02 The Bid Security of the apparent Successful Bidder will be retained until Owner awards the Contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract Security, and met the other conditions of the Notice of Award, whereupon the Bid Security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract Security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid Security of that Bidder will be forfeited, in whole in the case of a Penal Sum Bid Bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid Security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid Security furnished by such Bidders will be released.
- 8.04 Bid Security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

## **ARTICLE 9—CONTRACT TIMES**

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

## **ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS**

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 10.02 **Not used.**
- 10.03 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as



supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

#### **ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers listed by Bidder for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 11.02 Requirements of the Subcontractors Fair Practice Act shall govern the threshold requirements for Subcontractor listing.
- 11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute without an increase in the Bid.
- 11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid Security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

#### **ARTICLE 12—PREPARATION OF BID**

- 12.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Engineer or Plan Holders.
  - A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid Price must be indicated for each section, Bid Item, alternate, adjustment unit price item, and unit price item listed therein.
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8-1/2 inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid and no alterations have been made.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown. The Corporate Seal must be affixed and attested by the Corporate Secretary or the Assistant Secretary.

- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder's name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink or type written below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

#### **ARTICLE 13—BASIS OF BID**

- 13.01 **Not used.**
- 13.02 **Not used.**
- 13.03 *Unit Price*
  - A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
  - B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid Item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid Items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
  - C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

#### 13.04 Allowances

- A. For cash allowances the Bid Price must include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

#### ARTICLE 14—SUBMITTAL OF BID

14.01 All Bidders who are submitting a Bid on this Project are required to submit the following documents:

- Bid – signed.
- Bid Security Bond
- List of Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act
- Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference)
- Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference)

14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid Security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.

14.03 Bids received after the date and time prescribed for the opening of Bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

#### ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

15.01 A Bid Proposal may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid Proposal must be executed) and delivered to the place where Bid Proposals are to be submitted at any time prior to the scheduled closing time for the receipt of Bids. Bids shall be unconditionally accepted for consideration of award without alteration or correction except as authorized by the **Owner**.

The Owner may allow a correction or withdrawal of a Bid because of an inadvertent, non-judgmental mistake in the Bid, within the limitations below.

- A. **Confirmation of Bid.** The **Owner** may require the apparent low Bidder to confirm its Bid when obvious errors regarding the amount of the Bid are apparent on the face of the Bid or the Bid amount is unreasonably lower than other Bids submitted.

- B. Correction of Bid. The Owner may allow a Bidder to correct mistakes discovered by either Owner or Bidder after Bid Opening and prior to award of the Contract without forfeiture of Bid Security in the following circumstances:
- when technical irregularities exist that have no effect on the price, quantity, quality, delivery or contractual conditions.
  - when mistakes exist and the intended correct Bid is clearly evident on the face of the Bid.
- 15.02 The Owner may allow a Bidder to correct mistakes discovered after Bid Opening or to withdraw a Bid without forfeiture of Bid Security if a mistake is clearly evident on the face of the Bid or the intended correct Bid is not evident and the low Bidder submits evidence within 24 hours after the Bids are opened which clearly and convincingly demonstrates that a mistake was made which:
- is of such a grave consequence that enforcement would be unconscionable and,
  - relates to a material and fundamental feature of the Bid and,
  - the Bidder acted in good faith and the mistakes did not come about as a result of the violation of a positive legal duty or from gross negligence and,
  - the Bidder gave prompt notice of the mistake prior to award of Bid and,
  - the **Owner's** status has not been changed, or if changed, the **Owner** suffers no serious hardship or prejudice other than loss of the bargain.

Thereafter, if the Work is rebid, any Bidder that withdraws a Bid will be disqualified from further Bidding on the Work.

#### **ARTICLE 16—OPENING OF BIDS**

- 16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the Base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

#### **ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid Security prior to the end of this period.

#### **ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work and to negotiate Contract terms with the Successful Bidder.

- 18.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 18.04 If Owner awards the Contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 18.05 *Evaluation of Bids*
- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
  - B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- 18.06 In evaluating whether a Bidder is responsible, Owner may consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.

## **ARTICLE 19—BONDS AND INSURANCE**

- 19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.
- 19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing Bid Bonds as part of the Bidding process.



## **ARTICLE 20—SIGNING OF AGREEMENT**

20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

## **ARTICLE 21—AMERICAN IRON AND STEEL (AIS)**

**Not used.**

## **ARTICLE 22—WAGE RATE REQUIREMENTS**

22.01 The prevailing wage rates of the State of New Mexico Department of Workforce Solutions apply to this Contract as do any requirements for the State of New Mexico associated with the use of these State Prevailing Wages.

22.02 **Not used.**

22.03 **Not used.**

**BID FORM  
FOR CONSTRUCTION CONTRACT**

# BID FORM FOR CONSTRUCTION CONTRACT

**PROJECT IDENTIFICATION:** Bartlett Subdivision Paving, CN: D19531

## ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to: Colfax County  
P.O. Box 1498  
230 North 3rd Street  
Raton, New Mexico 87740

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
- C. List of Proposed Suppliers;
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- F. Required Bidder Qualification Statement with supporting data;
- G. Campaign Disclosure Form;
- H. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
- I. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);

## ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 **Not used.**

### 3.02 Unit Price Bids

A. Bidder will perform the following Work at the indicated unit prices:

Item No.	NMDOT Spec. No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
1	203000	Unclassified Excavation.	CY	1,300	\$	\$
2	209000	Blading and Reshaping.	Mile	2.6	\$	\$
3	207000	Subgrade Preparation.	SY	24,500	\$	\$
4	303160	Base Course 6".	SY	24,500	\$	\$
5	407000	Asphalt Material for Tack Coat.	Ton	7.1	\$	\$
6	423282	HMA SP-IV, 4" Thickness.	Ton	4,400	\$	\$
7	570018	18" Dia. CMP Culvert Pipe Extension.	LF	22	\$	\$
8	570024	30" Dia. CMP Culvert Pipe Extension.	LF	10	\$	\$
9	701031	Remove Traffic Sign.	EA	2	\$	\$
10	701000	Panel Signs.	SF	11	\$	\$
11	701100	Steel / Base Post for Aluminum Panel Signs.	LF	20	\$	\$
12	702810	Traffic Control Devices for Construction.	LS	1	\$	\$
13	704005	Retroreflective Painted Markings, 24" Stop Bar.	LF	72	\$	\$
14	603281	Stormwater Pollution Prevention Plan Prep and Maintenance.	LS	1	\$	\$
15	617000	Pre-Construction Video Documentation.	LS	1	\$	\$
16	618000	Traffic Control Management.	LS	1	\$	\$
17	621000	Mobilization.	LS	1	\$	\$
18	801000	Construction Staking by Contractor.	LS	1	\$	\$
19		Utility Relocation Allowance.	ALLOW	ALLOW	\$ 15,000.00	\$ 15,000.00
20		Laboratory Testing.	ALLOW	ALLOW	\$ 25,000.00	\$ 25,000.00
Subtotal, Exclusive of New Mexico Gross Receipts Tax (NMGRT):						\$
NMGRT @ 8.3958%						\$
Total Bid Amount, Including NMGRT:						\$

B. Bidder acknowledges that:

- each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
- estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

### 3.03 Total Bid Price (Lump Sum and Unit Prices)

Total Bid Price (Total of all Lump Sum and Unit Price Bids)	\$
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## ARTICLE 4—BASIS OF BID

- 4.01 All specified cash allowances are included in the price(s) set forth above, and have been computed in accordance with Paragraph 13.02 of the General Conditions.

Unit Prices have been computed in accordance with Paragraph 13.03 of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

- 4.02 This Contract will be awarded on the basis of the lowest responsive total Bid received from a responsible Bidder. If the lowest acceptable Bid exceeds available funds, the Owner retains the right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. Owner may only negotiate up to 10% higher than the budgeted project funds. Such negotiation shall not be allowed if the lowest Bid is more than 10% over the budgeted project funds. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract. If these conditions are not satisfied, the Owner is required to reject all Bids and re-bid the project to comply with State procurement requirements.

- 4.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification.

A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Bidder shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Bidder is seeking the Resident Veteran Contractor preference, the Bidder shall submit with its Bid the Resident Veterans Preference Certification form.

B. For the purpose of awarding, the following shall apply:

1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
2. A Bid submitted by a Resident Veteran Contractor with annual revenues of up to Three Million Dollars (\$3,000,000) in the preceding tax year shall be deemed to be ten percent (10%) lower than the Bid actually submitted.
3. A public body shall not award a Bidder both a Resident Contractor preference and a Resident Veteran Contractor preference.
4. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.

For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951, or



on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

- 4.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

#### **ARTICLE 5—TIME OF COMPLETION**

- 5.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 5.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### **ARTICLE 6—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

6.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

6.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

6.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

#### **ARTICLE 7—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

7.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, including Addenda.
  2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Bidder is familiar and is satisfied with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the Drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have

been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and Drawings.

5. Bidder has carefully studied the reports and Drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and Drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 7.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from Bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the Bidding process.

- b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the Bidding process to the detriment of Owner, (b) to establish Bid Prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid Prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the Bidding process or affect the execution of the Contract.

#### **ARTICLE 8—BID SUBMITTAL**

8.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: \_\_\_\_\_

(SEAL)

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_  
(CORPORATE SEAL)

Attest \_\_\_\_\_

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_

(SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

Second Joint Venturer Name: \_\_\_\_\_

(SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

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

Bidder's Business Address: \_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

SUBMITTED on: \_\_\_\_\_, 20\_\_.

8.02 Contractor License Information:

New Mexico Contractor's License Number: \_\_\_\_\_

License Classifications: \_\_\_\_\_

New Mexico Department of Workforce Solutions Registration Number: \_\_\_\_\_

Federal Identification Number (FEIN #): \_\_\_\_\_

**ARTICLE 9—PREFERENCES**

9.01 Resident Contractor Preference:

Is Bidder claiming Resident Contractor Preference? \_\_\_\_\_

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

9.02 Resident Veteran Contractor Preference:

Is Bidder claiming Resident Veteran Contractor Preference? \_\_\_\_\_

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department.



## **BID BOND (PENAL SUM FORM)**

## BID BOND (PENAL SUM FORM)

<b>Bidder</b> Name: Address <i>(principal place of business)</i> :	<b>Surety</b> Name: Address <i>(principal place of business)</i> :
<b>Owner</b> Name: <b>Colfax County</b> Address <i>(principal place of business)</i> : <b>Office of the County Manager</b> <b>P.O. Box 1498</b> <b>230 N. 3<sup>rd</sup> Street</b> <b>Raton, NM 87740</b>	<b>Bid</b> <b>Bartlett Subdivision Paving, CN: D19531</b>  Bid Due Date:
<b>Bond</b> Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
<i>(Full formal name of Bidder)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____	Name: _____
Title: <i>(Printed or typed)</i>	Title: <i>(Printed or typed)</i>
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

# **SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE**

## SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE

This project is subject to the provisions of the State of New Mexico Subcontractor's Fair Practice Act.

Listing Threshold: **\$5,000.00**

Portion of project to which requirements apply:

### **Complete Project.**

For each category of the project, which the BIDDER will be subcontracting for an amount exceeding the listing threshold indicated above, the BIDDER shall define the subcontracting categories and list only one subcontractor for each category. The listing shall be in the format indicated on the following page, and shall be completed and submitted with the Bid.

No CONTRACTOR whose Bid is accepted shall sublet or subcontract any portion of the Work of the Project in an amount exceeding the threshold amount given above, where the original bid amount did not designate a subcontractor, unless 1) the CONTRACTOR received no bid for that category (note: the BIDDER must designate on the list of subcontractors that "no bid was received"), or 2) the Work is pursuant to a change order that causes changes or deviations from the original contract.

No CONTRACTOR whose Bid is accepted shall substitute any subcontractor in place of the subcontractor listed in the Bid except as provided for in the Subcontractor's Fair Practice Act.

Any changes or additions of subcontractors shall be promptly reported to the ENGINEER in writing within two (2) calendar days of the known change or addition to the submitted List of Project Subcontractors in the Bid.

All subcontractors with work in excess of **\$60,000** must be registered with the New Mexico Department of Workforce Solutions, Labor Enforcement. On page SFCP-2, include the total of the subcontracted work and the subcontractor's New Mexico Department of Workforce Solutions Registration Number, if work is in excess of **\$60,000**.



LIST OF PROJECT SUBCONTRACTORS FOR  
AMOUNTS EXCEEDING THE LISTING THRESHOLD

---

Subcontract Category \_\_\_\_\_

Estimated Value of Work \_\_\_\_\_

Subcontractor's Name \_\_\_\_\_

    Business Address \_\_\_\_\_

    \_\_\_\_\_

    Phone Number \_\_\_\_\_

    E-mail Address \_\_\_\_\_

    Federal Identification No. (FEIN #) \_\_\_\_\_

    New Mexico Contractor's License No. \_\_\_\_\_

        License Categories \_\_\_\_\_

    New Mexico Dept. of Workforce Solutions Registration No. \_\_\_\_\_

    (list only if value of work is in excess of **\$60,000**.)

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Subcontract Category \_\_\_\_\_

Estimated Value of Work \_\_\_\_\_

Subcontractor's Name \_\_\_\_\_

    Business Address \_\_\_\_\_

    \_\_\_\_\_

    Phone Number \_\_\_\_\_

    E-mail Address \_\_\_\_\_

    Federal Identification No. (FEIN #) \_\_\_\_\_

    New Mexico Contractor's License No. \_\_\_\_\_

        License Categories \_\_\_\_\_

    New Mexico Dept. of Workforce Solutions Registration No. \_\_\_\_\_

    (list only if value of work is in excess of **\$60,000**.)

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Subcontract Category \_\_\_\_\_

Estimated Value of Work \_\_\_\_\_

Subcontractor's Name \_\_\_\_\_

Business Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number \_\_\_\_\_

E-mail Address \_\_\_\_\_

Federal Identification No. (FEIN #) \_\_\_\_\_

New Mexico Contractor's License No. \_\_\_\_\_

License Categories \_\_\_\_\_

New Mexico Dept. of Workforce Solutions Registration No. \_\_\_\_\_

(list only if value of work is in excess of **\$60,000**.)

---

Subcontract Category \_\_\_\_\_

Estimated Value of Work \_\_\_\_\_

Subcontractor's Name \_\_\_\_\_

Business Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number \_\_\_\_\_

E-mail Address \_\_\_\_\_

Federal Identification No. (FEIN #) \_\_\_\_\_

New Mexico Contractor's License No. \_\_\_\_\_

License Categories \_\_\_\_\_

New Mexico Dept. of Workforce Solutions Registration No. \_\_\_\_\_

(list only if value of work is in excess of **\$60,000**.)

---

**Signature of Authorized Representative for BIDDER:**

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

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*Duplicate, complete, and submit additional sheets as*

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Procurement Code, Section 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body for **professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with the state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has been made a campaign contribution to an applicable public official of the state or local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

**"Campaign Contribution"** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expand contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**"Family Member"** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law, son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person: or (b) an owner of a prospective contractor.

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

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

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

Name(s) of Applicable Public Official(s) if any: \_\_\_\_\_  
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date of Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) : \_\_\_\_\_

Nature of Contribution(s): \_\_\_\_\_

Purpose of Contribution(s): \_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

**-OR-**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

**AGREEMENT BETWEEN OWNER  
AND CONTRACTOR FOR  
CONSTRUCTION CONTRACT  
(STIPULATED PRICE)**



# AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **Colfax County, New Mexico** ("Owner") and **[name of contracting entity]** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

## ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Install multi-section structural steel multi-plate arch culvert and remove existing bridge deck. Prepare embankment and place base course roadway.**

## ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents may be the whole or only is a part, is generally described as follows: **Bartlett Subdivision Paving**

## ARTICLE 3—ENGINEER

- 3.01 The Project has been designed by Molzen-Corbin & Associates, Inc. (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

- 3.02 **Not used.**

## ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.02 **Not used.**

- 4.03 *Contract Times: Days*

- A. The Work will be substantially complete within **75** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **14** days after the date when the Contract Times commence to run.

- 4.04 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also

recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner **\$500.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500.00** for each day that expires after such time until the Work is completed and ready for final payment.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.05 **Not used.**

#### ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- B. For all Work, at the prices stated in Contractor's Bid.

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

#### ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **[ordinal number, such as 5th]** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the

Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest – Not Applicable*

**ARTICLE 7—CONTRACT DOCUMENTS**

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
  - 1. This Agreement.
  - 2. Bonds:
    - a. Performance Bond (together with Power of Attorney).
    - b. Payment Bond (together with Power of Attorney).
  - 3. General Conditions.
  - 4. Supplementary Conditions.
  - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
  - 6. Drawings (not attached but incorporated by reference) consisting of **[number]** sheets with each sheet bearing the following general title: **[title on Drawings]**.
  - 7. Drawings listed on the attached sheet index.
  - 8. Addenda (numbers **[number]** to **[number]**, inclusive).
  - 9. Exhibits to this Agreement (enumerated as follows):
    - a. **[list exhibits]**.
    - b. Contractor's Bid.
    - c. Contractor's Qualifications Statement.
    - d. Contractor's Subcontractor List.
    - e. Contractor's Equipment Supplier's List.
    - f. Documentation Submitted by Contractor Prior to Notice of Award.
    - g. Addendum No. 1 to \_\_\_\_\_, inclusive.

10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
  - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 *Contractor's Representations***

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the Drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and Drawings.
  5. Contractor has carefully studied the reports and Drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and Drawings.
  6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and

procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the Bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the Bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid Prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the Bidding process or affect the execution of the Contract.

#### 8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.



IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **[indicate date on which Contract becomes effective]** (which is the Effective Date of the Contract).

Owner:

**COLFAX COUNTY**

*(typed or printed name of organization)*

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

*(individual's signature)*

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

*(date signed)*

Name: \_\_\_\_\_

*(typed or printed)*

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

*(typed or printed)*

Attest: \_\_\_\_\_

*(individual's signature)*

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

*(typed or printed)*

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Name: \_\_\_\_\_

*(typed or printed)*

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

*(typed or printed)*

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

*(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

Contractor:

*(typed or printed name of organization)*

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

*(individual's signature)*

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

*(date signed)*

Name: \_\_\_\_\_

*(typed or printed)*

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

*(typed or printed)*

*(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

*(individual's signature)*

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

*(typed or printed)*

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Name: \_\_\_\_\_

*(typed or printed)*

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

*(typed or printed)*

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

License No.: \_\_\_\_\_

*(where applicable)*

State: \_\_\_\_\_

# **CERTIFICATE OF LIABILITY INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Insurance Group Inc 1111 Insurance Blvd Albuquerque, NM		<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> <b>E-MAIL ADDRESS:</b>		<b>FAX (A/C, No):</b>
		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A: Insurance Company A		
		INSURER B: Insurance Company B		
		INSURER C: Insurance Company C		
		INSURER D: Insurance Company D		
		INSURER E:		
		INSURER F:		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	#####	01/01/20--	01/01/20--	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input checked="" type="checkbox"/> Owners & Contractors Prot.						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	<b>AUTOMOBILE LIABILITY</b>		<input checked="" type="checkbox"/>	#####	01/01/20--	01/01/20--	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/>	<input type="checkbox"/>	#####	01/01/20--	01/01/20--	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/>	<input type="checkbox"/>				AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			#####	01/01/20--	01/01/20--	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A <input type="checkbox"/>				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
A	<b>Boiler &amp; Machinery Coverage</b>			#####	01/01/20--	01/01/20--	Equipment Breakdown: Contract Amount
	<b>Builders Risk Coverage</b>						Builders Risk: Contract Amount

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

"Project Name" Additional Insured: Owner, Engineer, and Engineering Consultants, [New Mexico Department of Transportation (for projects requiring NMDOT Utility Permits)], and each of their Officers, Agents, and employees.

**CERTIFICATE HOLDER****CANCELLATION**

Owner Name Owner's Address	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	SIGNATURE

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## OTHER INSURANCE CERTIFICATE/POLICY REQUIREMENTS

Owner's Protective Liability Insurance:

Certificate before execution of Agreement  
Policy before beginning work

Builder's All-Risk Insurances

Certificate before execution of Agreement

See Owner's Supplemental Conditions for other conditions regarding insurance, certificates, insureds, and other provisions.

See Information for Bidders for requirement to pay for review(s) of resubmittal of insurance certificates and/or bonds.

# **PERFORMANCE BOND**



## PERFORMANCE BOND

<b>Contractor</b> Name: <b>[Full formal name of Contractor]</b> Address <i>(principal place of business)</i> :  <b>[Address of Contractor's principal place of business]</b>	<b>Surety</b> Name: <b>[Full formal name of Surety]</b> Address <i>(principal place of business)</i> :  <b>[Address of Surety's principal place of business]</b>
<b>Owner</b> Name: <b>Colfax County</b> Address <i>(principal place of business)</i> : <b>Office of the County Manager</b> <b>P.O. Box 1498</b> <b>230 N. 3<sup>rd</sup> Street</b> <b>Raton, NM 87740</b>	<b>Contract</b> Description <i>(name and location)</i> :  <b>Bartlett Subdivision Paving, CN: D19531</b>  Contract Price: <b>[Amount from Contract]</b> Effective Date of Contract: <b>[Date from Contract]</b>
<b>Bond</b> Bond Amount: <b>[Amount]</b> Date of Bond: <b>[Date]</b> <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i> <hr/> By: <hr/> <div style="text-align: center;"><i>(Signature)</i></div> Name: <hr/> <div style="text-align: center;"><i>(Printed or typed)</i></div> Title: <hr/> Attest: <hr/> <div style="text-align: center;"><i>(Signature)</i></div> Name: <hr/> <div style="text-align: center;"><i>(Printed or typed)</i></div> Title: <hr/>	<i>(Full formal name of Surety) (corporate seal)</i> <hr/> By: <hr/> <div style="text-align: center;"><i>(Signature)(Attach Power of Attorney)</i></div> Name: <hr/> <div style="text-align: center;"><i>(Printed or typed)</i></div> Title: <hr/> Attest: <hr/> <div style="text-align: center;"><i>(Signature)</i></div> Name: <hr/> <div style="text-align: center;"><i>(Printed or typed)</i></div> Title: <hr/>
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
  - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
  - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
  - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
  - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
  - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
  - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
  - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **None**.

# **PAYMENT BOND**

## PAYMENT BOND

<b>Contractor</b> Name: <b>[Full formal name of Contractor]</b> Address <i>(principal place of business)</i> :  <b>[Address of Contractor's principal place of business]</b>	<b>Surety</b> Name: <b>[Full formal name of Surety]</b> Address <i>(principal place of business)</i> :  <b>[Address of Surety's principal place of business]</b>
<b>Owner</b> Name: <b>Colfax County</b> Address <i>(principal place of business)</i> : <b>Office of the County Manager</b> <b>P.O. Box 1498</b> <b>230 N. 3<sup>rd</sup> Street</b> <b>Raton, NM 87740</b>	<b>Bid</b> Description <i>(name and location)</i> :  <b>Bartlett Subdivision Paving, CN: D19531</b>  Contract Price: <b>[Amount, from Contract]</b> Effective Date of Contract: <b>[Date, from Contract]</b>
<b>Bond</b> Bond Amount: <b>[Amount]</b> Date of Bond: <b>[Date]</b> <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i> <hr/> By: <hr/> <div style="text-align: center;"><i>(Signature)</i></div> Name: <hr/> <div style="text-align: center;"><i>(Printed or typed)</i></div> Title: <hr/> Attest: <hr/> <div style="text-align: center;"><i>(Signature)</i></div> Name: <hr/> <div style="text-align: center;"><i>(Printed or typed)</i></div> Title: <hr/>	<i>(Full formal name of Surety) (corporate seal)</i> <hr/> By: <hr/> <div style="text-align: center;"><i>(Signature)(Attach Power of Attorney)</i></div> Name: <hr/> <div style="text-align: center;"><i>(Printed or typed)</i></div> Title: <hr/> Attest: <hr/> <div style="text-align: center;"><i>(Signature)</i></div> Name: <hr/> <div style="text-align: center;"><i>(Printed or typed)</i></div> Title: <hr/>
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	



1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
  - 5.1. Claimants who do not have a direct contract with the Contractor
    - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2. Pay or arrange for payment of any undisputed amounts.
  - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
  - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
    - 16.1.1. The name of the Claimant;
    - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
    - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
    - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
  - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
  - 16.1.7. The total amount of previous payments received by the Claimant; and
  - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **None**.

## **NOTICE OF AWARD**

## NOTICE OF AWARD

Date of Issuance:

Owner: **Colfax County**

Owner's Project No.:

Engineer: **Molzen Corbin**

Engineer's Project No.: **COL201-13**

Project: **Bartlett Subdivision Paving**

Contract Name: **Bartlett Subdivision Paving**

Bidder:

Bidder's Address:

You are notified that Owner has accepted your Bid dated **[date]** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

---

The Contract Price of the awarded Contract is \$**[Contract Price]**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

**[Number of copies sent]** unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **[number of copies sent]** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **[Describe other conditions that require Successful Bidder's compliance]**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **COLFAX COUNTY**

By (signature): \_\_\_\_\_

Name (printed): \_\_\_\_\_

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

Copy: Engineer

**NOTICE TO PROCEED**



## NOTICE TO PROCEED

Owner: **Colfax County** Owner's Project No.: \_\_\_\_\_  
Engineer: **Molzen Corbin** Engineer's Project No.: **COL201-13**  
Contractor: \_\_\_\_\_ Contractor's Project No.: \_\_\_\_\_  
Project: **Bartlett Subdivision Paving**  
Contract Name: **Bartlett Subdivision Paving**  
Effective Date of Contract: \_\_\_\_\_

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **[date Contract Times are to start]** pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement: **[Select one of the following two alternatives, insert dates or number of days, and delete the other alternative.]**

The date by which Substantial Completion must be achieved is **[date for Substantial Completion, from Agreement]**, and the date by which readiness for final payment must be achieved is **[date for readiness, from Agreement]**.

**[or]**

The number of days to achieve Substantial Completion is **[number of days, from Agreement]** from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of **[date, calculated from commencement date above]**; and the number of days to achieve readiness for final payment is **[number of days, from Agreement]** from the commencement date of the Contract Times, resulting in a date for readiness for final payment of **[date, calculated from commencement date above]**.

Before starting any Work at the Site, Contractor must comply with the following:

**[Note any access limitations, security procedures, or other restrictions]**

Owner: **COLFAX COUNTY**  
By (signature): \_\_\_\_\_  
Name (printed): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Issued: \_\_\_\_\_  
Copy: Engineer

# **STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT**

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

## ARTICLE 1—DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
  3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  5. *Bidder*—An individual or entity that submits a Bid to Owner.
  6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
  7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
  8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
  9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
  10. *Claim*
    - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

- requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
  - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
  - d. A demand for money or services by a third party is not a Claim.
- 11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
  - 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
  - 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
  - 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
  - 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
  - 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
  - 17. *Cost of the Work*—See Paragraph 13.01 for definition.
  - 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
  - 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
  - 20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
  - 21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

- 22. *Engineer*—The individual or entity named as such in the Agreement.
- 23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
- 24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
  - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
  - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
  - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
- 25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
- 26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
- 27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
- 28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
- 29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
- 30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
- 31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
- 32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
  - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
  - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.



## 1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
  - 1. does not conform to the Contract Documents;
  - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
  - 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
  - 1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  - 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
  - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## **ARTICLE 2—PRELIMINARY MATTERS**

### **2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance***

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

### **2.02 *Copies of Documents***

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

### **2.03 *Before Starting Construction***

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
  - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
  - 2. a preliminary Schedule of Submittals; and
  - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
  - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
  - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
  - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
  - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

## ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

### 3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
  - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
  - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

### 3.02 *Reference Standards*

- A. *Standards Specifications, Codes, Laws and Regulations*
  - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
  - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

### 3.03 *Reporting and Resolving Discrepancies*

#### A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

#### B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
  - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

### 3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

### 3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
  - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
  - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

## **ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK**

### 4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

### 4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

### 4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the



established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

#### 4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
  - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
  - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

#### 4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
  - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  - 2. Abnormal weather conditions;
  - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
  - 4. Acts of war or terrorism.

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
  2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
  3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
  2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
  3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
  4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
  5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

## **ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

### **5.01 *Availability of Lands***

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

## 5.02 *Use of Site and Other Areas*

### A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
  2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
  - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
  2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
  3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
  4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

#### 5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
  2. is of such a nature as to require a change in the Drawings or Specifications;
  3. differs materially from that shown or indicated in the Contract Documents; or
  4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
  - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
  - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
    - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
    - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
    - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
  3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
  4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

#### 5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
  2. complying with applicable state and local utility damage prevention Laws and Regulations;



3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
  4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
  5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
  2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
  3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
  4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
  - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
  - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
  3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
  4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

#### 5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

- of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## **ARTICLE 6—BONDS AND INSURANCE**

### **6.01 *Performance, Payment, and Other Bonds***

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

Regulations, and must be issued and signed by a surety named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

#### 6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
  - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
  - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.



- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

#### 6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
  - 1. include at least the specific coverages required;
  - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
  - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
  - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
  - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
  - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
  - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
  - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
  2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

**ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES**

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

#### 7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

#### 7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
  - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
      - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
  - 3) has a proven record of performance and availability of responsive service; and
  - 4) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
    - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
    - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

#### 7.06 Substitutes

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
  2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.



3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
  - a. will certify that the proposed substitute item will:
    - 1) perform adequately the functions and achieve the results called for by the general design;
    - 2) be similar in substance to the item specified; and
    - 3) be suited to the same use as the item specified.
  - b. will state:
    - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
    - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
    - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
  - c. will identify:
    - 1) all variations of the proposed substitute item from the item specified; and
    - 2) available engineering, sales, maintenance, repair, and replacement services.
  - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### 7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

#### 7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

#### 7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

#### 7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

### 7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
  - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
  - b. determine and verify:
    - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
    - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
    - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
  - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.



3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
    - a. Contractor shall submit the number of copies required in the Specifications.
    - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
  2. *Samples*
    - a. Contractor shall submit the number of Samples required in the Specifications.
    - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
  3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
  2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
  3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
  4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

*D. Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

*E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
  - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
  - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
  - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
- 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

**7.17 Contractor's General Warranty and Guarantee**

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
  - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
  - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
  - 1. Observations by Engineer;
  - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
  - 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  - 4. Use or occupancy of the Work or any part thereof by Owner;
  - 5. Any review and approval of a Shop Drawing or Sample submittal;
  - 6. The issuance of a notice of acceptability by Engineer;
  - 7. The end of the correction period established in Paragraph 15.08;
  - 8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

**7.18 Indemnification**

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

**7.19 Delegation of Professional Design Services**

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
  - 1. Checking for conformance with the requirements of this Paragraph 7.19;
  - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
  - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

## **ARTICLE 8—OTHER WORK AT THE SITE**

### **8.01 *Other Work***

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

#### 8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
  - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
  - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
  - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

#### 8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
  - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
  - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

## **ARTICLE 9—OWNER'S RESPONSIBILITIES**

### **9.01    *Communications to Contractor***

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

### **9.02    *Replacement of Engineer***

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

### **9.03    *Furnish Data***

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

### **9.04    *Pay When Due***

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.



9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

## ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

### 10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

### 10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

### 10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

### 10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

**10.05 *Determinations for Unit Price Work***

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

**10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work***

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

**10.07 *Limitations on Engineer's Authority and Responsibilities***

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

**10.08 *Compliance with Safety Program***

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

## ARTICLE 11—CHANGES TO THE CONTRACT

### 11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

### 11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
  - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
  - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

### 11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

- B. If Owner has issued a Work Change Directive and:
  - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
  - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

#### 11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

#### 11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

#### 11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

#### 11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
  2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
  3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
  2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
    - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
    - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
    - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
    - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
    - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

#### 11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

#### 11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.
- B. *Change Proposal Procedures*
  - 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
  - 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
    - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
    - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

- 3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
- 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change



Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

#### 11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

### ARTICLE 12—CLAIMS

#### 12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
  1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
  3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
  4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
  - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
  - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
  - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

## **ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### **13.01 *Cost of the Work***

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
  - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
  2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
  3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
  4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
  5. Other costs consisting of the following:
    - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
    - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
  - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
  - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
  - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
  - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
  - 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
  - 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
  - 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
  - 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
  - 6. Expenses incurred in preparing and advancing Claims.
  - 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee*
- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
    - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
    - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
      - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
      - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
  - 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

### 13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
  2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

### 13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
  - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
  - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

**ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.



- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
  2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
  3. by manufacturers of equipment furnished under the Contract Documents;
  4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
  5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

#### 14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

#### 14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

#### 14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
  - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
  - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

#### 14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

**14.07 Owner May Correct Defective Work**

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

**ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

**15.01 Progress Payments**

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
  - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
  - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

*C. Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
  - a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
  - a. to supervise, direct, or control the Work;
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
  - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
  - a. the Work is defective, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
  - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

**D. *Payment Becomes Due***

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

**E. *Reductions in Payment by Owner***

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
  - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
  - c. Contractor has failed to provide and maintain required bonds or insurance;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
  - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
  - f. The Work is defective, requiring correction or replacement;
  - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - h. The Contract Price has been reduced by Change Orders;
  - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
  - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
  - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
  - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
  3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

#### 15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

#### 15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

#### 15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without



significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

#### 15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 15.06 *Final Payment*

##### A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents;
  - b. consent of the surety, if any, to final payment;
  - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

- d. a list of all duly pending Change Proposals and Claims; and
  - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
- 3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

#### 15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

#### 15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  - 1. correct the defective repairs to the Site or such adjacent areas;
  - 2. correct such defective Work;
  - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
  - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

## **ARTICLE 16—SUSPENSION OF WORK AND TERMINATION**

### **16.01 *Owner May Suspend Work***

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

### **16.02 *Owner May Terminate for Cause***

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
  - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
  - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
  - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
  - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
  - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
  - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

#### 16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

#### 16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

## **ARTICLE 17—FINAL RESOLUTION OF DISPUTES**

### **17.01 *Methods and Procedures***

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
  - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
  - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
  - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
  - 2. agree with the other party to submit the dispute to another dispute resolution process; or
  - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

## **ARTICLE 18—MISCELLANEOUS**

### **18.01 *Giving Notice***

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
  - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
  - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
  - 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

### **18.02 *Computation of Times***

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.



**SUPPLEMENTARY CONDITIONS OF THE  
CONSTRUCTION CONTRACT**

# SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

## ARTICLE 1—DEFINITIONS AND TERMINOLOGY

### 1.01 *Definitions*

SC-1.01 Add to the list of definitions in Paragraph 1.01.A by inserting the following as numbered items in their proper alphabetical positions:

1. *Geotechnical Data Report (GDR)*—The factual report that collects and presents data regarding actual subsurface conditions at or adjacent to the Site, including Technical Data and other geotechnical data, prepared by or for Owner in support of the Geotechnical Baseline Report. The GDR's content may include logs of borings, trenches, and other site investigations, recorded measurements of subsurface water levels, the results of field and laboratory testing, and descriptions of the investigative and testing programs. The GDR does not include an interpretation of the data. If opinions, or interpretive or speculative non-factual comments or statements appear in a document that is labeled a GDR, such opinions, comments, or statements are not operative parts of the GDR and do not have contractual standing. Subject to that exception, the GDR is a Contract Document.

## ARTICLE 2—PRELIMINARY MATTERS

### 2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

- B. *Evidence of Contractor's Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- C. *Evidence of Owner's Insurance:* After receipt from Contractor of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner in this Contract (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

## 2.02 *Copies of Documents*

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor five printed copies of the Contract Documents and one copy in electronic portable document format (PDF).

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:

- A. Owner shall furnish to Contractor two printed copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

## ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

No suggested Supplementary Conditions in this Article.

## ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

### 4.05 *Delays in Contractor's Progress*

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

5. *Weather-Related Delays*

- a. If "abnormal weather conditions" as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.

## ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

### 5.03 *Subsurface and Physical Conditions*

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Date of Report	Technical Data [Identify Technical Data]
N/A	-	-

- F. The following table lists the Drawings of existing physical conditions at or adjacent to the Site, including those Drawings depicting existing surface or subsurface structures at or

adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data [Identify Technical Data]
N/A	-	-

- G. Contractor may examine copies of reports and Drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents at **[location]** during regular business hours, or may request copies from Engineer.

#### 5.06 Hazardous Environmental Conditions

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

Report Title	Date of Report	Technical Data [Identify Technical Data]
N/A	-	-

5. The following table lists the Drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data [Identify Technical Data]
N/A	-	-

## ARTICLE 6—BONDS AND INSURANCE

#### 6.01 Performance, Payment, and Other Bonds

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition).
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition).

#### 6.02 Insurance—General Provisions

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

### 6.03 Contractor's Insurance

SC-6.03 Add the following paragraph immediately after Paragraph 6.03.A:

1. Worker's Compensation / Employer's Liability:
  - a. State Statutory.
  - b. Applicable Federal: Statutory.
  - c. Employer's Liability:
    - 1) \$1,000,000 Bodily Injury Each Accident.
    - 2) \$1,000,000 Bodily Injury Policy Limit.
    - 3) \$1,000,000 Bodily Injury Each Employee.
  - d. In states with monopolistic state funds, include evidence of the stop-gap endorsements to either the General Liability or Employer's Liability policy.
2. Commercial General Liability, which must include premises / operations products / completed operations, independent Contractors, blanket contractual liability and personal injury under Paragraphs 5.04.A.3. through A.6. of the General Conditions:
  - a. \$1,000,000 Each Occurrence.
  - b. \$1,000,000 Personal and Advertising Injury.
  - c. \$2,000,000 Products / Completed Operations.
  - d. \$2,000,000 General Aggregate.
  - e. Commercial Excess / Umbrella Liability:
    - 1) \$1,000,000 Each Occurrence.
    - 2) \$1,000,000 Aggregate.
3. Commercial Automobile covering owned and/or non-owned and hired automobiles under Paragraph 5.04.4.6. of the General Conditions:
  - a. \$1,000,000 Bodily Injury.
  - b. \$1,000,000 Property Damage, or
  - c. \$1,000,000 Combined Single Limit.

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).
- E. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverages for not less than the following amounts or greater where required by law or regulations. The Contractor may achieve the required limits and coverage for

Commercial General Liability and Automobile Liability through a combination of Primary and Excess or Umbrella Liability Insurance, provided such Primary and Excess or Umbrella insurance policies result in the same or greater coverage as the coverages required and in no event shall any Excess or Umbrella Liability insurance provide narrower coverage than the primary policy. All policies shall be endorsed to provide Engineer and Owner 30 days' written notice prior to cancellation and 10 days' notice if cancelled for non-payment.

- F. *Additional Insured Coverage Required Commercial General Liability and Commercial Auto Liability.* To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Engineer, and the Engineer's consultants as additional insureds for claims caused in whole or in part by the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Engineer's and Owner's general liability and auto insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10, CG 20 37 and with respect to the Engineer and the Engineer's Consultants, CG 20 32, or their equivalent. Worker's Compensation, Commercial General Liability and Commercial Auto policies shall contain a Waiver of Subrogation in favor of Owner and Engineer.
- G. *Other Required Insurance:* **None.**
- H. *Owner's Liability Insurance.* The Contractor shall be responsible for purchasing and maintaining through the life of the Contract, at no cost to the Owner, an Owner's and Contractor's Protective Liability Insurance policy in the name of the Owner with the Engineer and his consultants, and the New Mexico Department of Transportation (if the project involves NMDOT Utility Permits), and each of their officers, agents, and employees, as Additional Insureds. Such insurance shall have the same limits as the Commercial General Liability Insurance Coverage.

#### 6.04 *Builder's Risk and Other Property Insurance*

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

- F. *Builder's Risk Requirements:* The builder's risk insurance must:
1. be written on a builder's risk "all risk" policy form that at a minimum includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment stored and in transit, and must not exclude the coverage of the following risks: fire; windstorm; hail; flood; earthquake, volcanic activity, and other earth movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage (other than that caused by flood).
    - a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.

- b. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance will be provided through other insurance policies acceptable to Owner and Contractor.
  - 2. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
  - 3. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of contractors, engineers, and architects).
  - 4. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier). If this coverage is subject to a sublimit, such sublimit will be a minimum of **\$1,000,000**.
  - 5. extend to cover damage or loss to insured property while in transit. If this coverage is subject to a sublimit, such sublimit will be a minimum of **the value of property in transit, or \$1,000,000, whichever is less**.
  - 6. allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.
  - 7. allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.
  - 8. include performance / hot testing and start-up, if applicable.
  - 9. be maintained in effect until the Work is complete, as set forth in Paragraph 15.06.D of the General Conditions, or until written confirmation of Owner's procurement of property insurance following Substantial Completion, whichever occurs first.
  - 10. If debris removal in connection with repair or replacement of insured property is subject to a coverage sublimit, such sublimit will be a minimum of **\$1,000,000.00**.
- G. *Coverage for Completion Delays:* The builder's risk policy will include, for the benefit of Owner, loss of revenue and soft cost coverage for losses arising from delays in completion that result from covered physical losses or damage. Such coverage will include, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, compensation for loss of net revenues, rental costs, and attorneys' fees and engineering or other consultants' fees, if not otherwise covered.



- H. *Builder's Risk and Other Property Insurance Deductibles:* The purchaser of any required builder's risk, installation floater, or other property insurance will be responsible for costs not covered because of the application of a policy deductible.
  - 1. The builder's risk policy (or if applicable the installation floater) will be subject to a deductible amount of no more than \$100,000 for direct physical loss in any one occurrence.
- I. *Property Insurance:* Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. Contractor shall be responsible for any deductible or self-insured retention. This insurance shall:
  - 1. include the interests of Owner, Contractor, Subcontractors, Engineer, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or loss payee.

## ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

### 7.03 *Labor; Working Hours*

SC-7.03 Add the following new paragraph immediately after Paragraph 7.03.C:

- D. **Contractor** shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

### 7.17 *Contractor's General Warranty and Guarantee*

SC-7.17 Add the following new subparagraph immediately after Paragraph SC-7.17.A.:

- 1. The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of Substantial Completion. The Contractor warrants and guarantees for a period of one (1) year from the date of Substantial Completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The Contractor shall pay for any and all costs associated with correcting these defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

## ARTICLE 8—OTHER WORK AT THE SITE

No suggested Supplementary Conditions in this Article.

## ARTICLE 9—OWNER’S RESPONSIBILITIES

### 9.13 *Owner’s Site Representative*

SC-9.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:

### 9.13 *Owner’s Site Representative*

- A. Owner will furnish an “Owner’s Site Representative” to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Owner’s Site Representative is not Engineer’s consultant, agent, or employee. Owner’s Site Representative will be the **Road Superintendent**.

## ARTICLE 10—ENGINEER’S STATUS DURING CONSTRUCTION

### 10.03 *Resident Project Representative*

SC-10.03 Add the following new subparagraph immediately after Paragraph 10.03.A:

1. On this Project, by agreement with the Owner, the Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

## ARTICLE 11—CHANGES TO CONTRACT

No suggested Supplementary Conditions in this Article.

## ARTICLE 12—CLAIMS

No suggested Supplementary Conditions in this Article.

## ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

### 13.01 *Cost of the Work*

SC-13.01 Add the following new paragraph immediately after Paragraph 13.01.B.5.c.3):

- 4) Costs for equipment and machinery owned by Contractor will be paid at a rate shown for such equipment in the Rental Rate Blue Book for Construction Equipment (Contractor will provide published documentation of Rental Rate). An hourly rate will be computed by dividing the monthly rates by 173.3. These computed rates will include all operating costs. Costs will include the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the changed Work. Equipment or machinery with a value of less than \$1,000 will be considered small tools.

SC-13.01 Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:

- a. For purposes of this paragraph, “small tools and hand tools” means any tool or equipment whose current price if it were purchased new at retail would be less than \$500.

### 13.03 *Unit Price Work*

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
  - a. the extended price of a particular item of Unit Price Work amounts to 25 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
  - b. Contractor’s unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor’s costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

## **ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

No suggested Supplementary Conditions in this Article.

## **ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD**

### 15.01 *Progress Payments*

SC-15.01 Add the following new Paragraph 15.01.F:

- F. For contracts in which the Contract Price is based on the Cost of Work, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work (as measured by reference to the Schedule of Values), or present a potential conflict with the Guaranteed Maximum Price, then Owner may require that Contractor prepare and submit a plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the Guaranteed Maximum Price (if any), through reductions in billings, increases in retainage, or other equitable measures. Owner will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.

### 15.03 *Substantial Completion*

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

### 15.06 *Final Payment*

SC-15.06 Add the following new paragraphs immediately following Paragraph 15.06.A.3.:

4. Contractor shall submit the following to receive Final Payment:
  - a. Certification of Substantial Completion.
  - b. Record Drawing Markups.
  - c. Vendor Warranties and Bonds.
  - d. Consent of Surety Company to Final Payment.
  - e. Final Payment Application.
  - f. Affidavit of Payment and Release of Liens.

SC-15.06 Delete Paragraph 15.06.E. of the General Conditions in its entirety and insert the following in its place:

- E. Forty-five (45) days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

## **ARTICLE 16—SUSPENSION OF WORK AND TERMINATION**

No suggested Supplementary Conditions in this Article.

## **ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES**

### 17.02 *Attorneys' Fees*

SC-17.02 Add the following new Paragraph immediately after Paragraph 17.01.

- A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

## **ARTICLE 18—MISCELLANEOUS**

No suggested Supplementary Conditions in this Article.

## **CHANGE ORDER**

**CHANGE ORDER NO.: [Number of Change Order]**

Owner: **Colfax County** Owner's Project No.: \_\_\_\_\_  
Engineer: **Molzen Corbin** Engineer's Project No.: **COL201-13**  
Contractor: \_\_\_\_\_ Contractor's Project No.: \_\_\_\_\_  
Project: **Bartlett Subdivision Paving**  
Contract Name: **Bartlett Subdivision Paving**  
Date Issued: \_\_\_\_\_ Effective Date of Change Order: \_\_\_\_\_

The Contract is modified as follows upon execution of this Change Order:

Description: **[Description of the change]**

Attachments: **[List documents related to the change]**

<b>Change in Contract Price</b>	<b>Change in Contract Times</b> <b>[State Contract Times as either a specific date or a number of days]</b>
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
<b>[Increase] [Decrease]</b> from previously approved Change Orders No. 1 to No. <b>[Number of previous Change Order]</b> : \$ _____	<b>[Increase] [Decrease]</b> from previously approved Change Orders No.1 to No. <b>[Number of previous Change Order]</b> : Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
<b>[Increase] [Decrease]</b> this Change Order: \$ _____	<b>[Increase] [Decrease]</b> this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

<b>Recommended by Engineer (if required)</b>		<b>Authorized by Owner</b>	
By: _____	_____	_____	_____
Title: _____	_____	_____	_____
Date: _____	_____	_____	_____
<b>Authorized by Contractor</b>		<b>Approved by Funding Agency (if applicable)</b>	
By: _____	_____	_____	_____
Title: _____	_____	_____	_____
Date: _____	_____	_____	_____

# **CERTIFICATE OF SUBSTANTIAL COMPLETION**



## CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: **Colfax County** Owner's Project No.: \_\_\_\_\_  
Engineer: **Molzen Corbin** Engineer's Project No.: **COL201-13**  
Contractor: \_\_\_\_\_ Contractor's Project No.: \_\_\_\_\_  
Project: **Bartlett Subdivision Paving**  
Contract Name: **Bartlett Subdivision Paving**

This ☐ Preliminary ☐ Final Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

**[Describe the portion of the work for which Certificate of Substantial Completion is issued]**

Date of Substantial Completion: **[Enter date, as determined by Engineer]**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and 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.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: ☐ None ☐ As follows:

**[List amendments to Owner's Responsibilities]**

Amendments to Contractor's Responsibilities: ☐ None ☐ As follows:

**[List amendments to Contractor's Responsibilities]**

The following documents are attached to and made a part of this Certificate:

**[List attachments such as punch list; other documents]**

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By (signature): \_\_\_\_\_

Name (printed): \_\_\_\_\_

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

## **STATE WAGE RATES**

## TYPE "A" – STREET, HIGHWAY, UTILITY & LIGHT ENGINEERING

Effective January 1, 2024

Trade Classification	Base Rate	Fringe Rate
Bricklayer/Block layer/Stonemason	27.03	10.99
Bricklayer/ Block layer/Stonemason – Curry, DeBaca, Quay and Roosevelt counties	23.10	8.89
Bricklayer/ Block layer/Stonemason – Dona Ana, Otero, Eddie, and Lea counties	29.56	14.10
Carpenter/Lather	29.11	12.79
Carpenter- Los Alamos county	33.18	13.58
Cement Mason	19.34	7.41
Drywall Finisher/Taper	26.40	8.86
Glazier/Fabricator	21.75	7.10
Ironworker Journeyman	28.49	18.71
Probationary Ironworker	22.79	18.71
Painter- Commercial	21.00	5.75
Paper Hanger	21.00	5.75
Plumber/Pipefitter	40.74	15.90
<b>Electricians- Outside Classifications: Zone 1</b>		
Ground man	26.32	12.79
Equipment Operator	37.76	17.13
Lineman	47.70	19.92
Journeyman technician	44.42	19.10
Cable Splicer	48.87	20.22
<b>Electricians-Outside Classifications: Zone 2</b>		
Ground man	26.32	12.79
Equipment Operator	37.76	17.13
Lineman	47.70	19.92
Journeyman technician	44.42	19.10

Cable Splicer	48.87	20.22
<b>Electricians-Outside Classifications: Los Alamos county</b>		
Ground man	27.07	12.81
Equipment Operator	38.85	17.17
Lineman/technician	48.95	20.24
Journeyman technician	45.70	19.42
Cable Splicer	53.75	21.44
<b>Laborers</b>		
Group I – unskilled	16.60	7.30
Group II – semiskilled	17.60	7.30
Group III – skilled	18.10	7.30
Group IV – specialty	18.60	7.30
<b>Operators</b>		
Group I	22.42	6.79
Group II	23.50	6.79
Group III	23.61	6.79
Group IV	24.09	6.79
Group V	24.21	6.79
Group VI	24.43	6.79
Group VII	24.62	6.79
Group VIII	25.33	6.79
Group IX	33.56	6.79
Group X	37.43	6.79
<b>Soft Floor Layers</b>	21.00	9.20
<b>Truck Drivers</b>		
Group I-IX	19.75	9.15

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

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

# PUBLIC WORKS PROJECT REQUIREMENTS

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

## Contracting Agency

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

## General Contractor

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

Phone: 505-841-4400  
Fax: 505-841-4424



## **Subcontractor**

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

## **Additional Information**

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

## **CONTACT INFORMATION**

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

## 2024 SUBSISTENCE, ZONE, AND INCENTIVE PAY RATES

All contractors are required to pay subsistence, zone, and incentive pay according to the particular trade

### Asbestos workers or heat and frost insulators

- (1) Zone 1 shall consist of the area lying within the city limits of a circle whose radius is 66 miles from the city hall in Albuquerque or the city hall in El Paso - \$0.00 per day.
- (2) Zone 2 shall consist of Los Alamos county - \$40.00 per day if not furnished a company owned vehicle.
- (3) Zone 3 shall consist of the area lying beyond a circle whose radius is over 66 miles from the city hall in Albuquerque or the city hall in El Paso - \$85.00 per day.

### Boilermakers/Blacksmiths

- (1) Per diem is calculated from city hall of the dispatch city or the employee's home address, whichever is closer to the job location,
- (2) Per diem is \$55.00 per day for travel between 70 and 120 miles and \$85.00 per day for travel over 120 miles.

### Bricklayers

- (1) For Albuquerque area contractors, the starting point shall be at the intersection of I-40 and I-25 and shall continue to the job site. All other areas, the starting point shall be the employer's main office address.
- (2) Between 50 and 75 miles from the starting point, \$35.00 per day.
- (3) 76 or more miles from the starting point, \$55.00 per day.
- (4) All covered refractory work over 75 miles from the intersection of I-40 and I-25, \$80.00 per day.

### Cement Masons

- (1) For employees who travel to Santa Fe from Albuquerque or vice versa, \$20.00 per day.
- (2) In all other work performed more than 50 miles from the employer's main office, \$50.00 per day.
- (3) Mutually agreed-upon lodging or transportation paid for by the employer will substitute for subsistence pay.



## Drywall Finishers and Tapers

- (1) \$40.00 per day (\$5.00 per hour for eight hours work) for over 60 miles over the most typically traveled route, or other mutually agreed upon suitable lodging or transportation.
- (2) If an employee has worked the full week on four 10-hour days, the employee shall be paid the full week of per diem of \$200.00.
- (3) Special provision for Santa Fe and Albuquerque: Employees who travel between Santa Fe and Albuquerque will be paid \$15.00 per day or other mutually agreed upon lodging or transportation.

## Electricians (inside classifications)

- (1) For Albuquerque only:
  - (a) Zone 1 is classified as being within 40 miles from the main post office.
  - (b) Zone 2 shall extend up to 10 miles beyond zone 1. Work performed within zone 2 shall be compensated nine percent above the journeyman rate for zone 1.
  - (c) Zone 3 shall extend up to 20 miles beyond zone 1. Work performed within zone 3 shall be compensated fifteen percent above the journeyman rate for zone 1.
  - (d) Zone 4 shall extend 20 miles or more beyond zone 1. Work performed within zone 4 shall be compensated twenty six percent above the journeyman rate for zone 1.
- (2) For Los Alamos County only: work performed within the county shall be compensated fifteen percent above the zone 1 journeyman rate.
- (3) For all other counties:
  - (a) Zone 1 is:
    - (i) within six miles from the main post office for Raton, Tucumcari, and Farmington.
    - (ii) within eight miles from the main post office for Las Vegas.
    - (iii) within ten miles from the main post office for Santa Fe and Gallup.
    - (iv) within twelve miles from the main post office for Belen, Carrizozo, Clovis, Los Lunas, Portales, Roswell, Ruidoso, Artesia, Carlsbad, Hobbs, and Lovington.
    - (v) within fourteen miles from the main post office for Espanola.
  - (b) Zone 2 shall extend up to 20 miles beyond zone 1. Work performed within zone 2 shall be compensated nine percent above the journeyman rate for zone 1.

- (c) Zone 3 shall extend up to 30 miles from zone 1. Work performed within zone 3 shall be compensated fifteen percent above the journeyman rate for zone 1.
- (d) Zone 4 shall extend beyond 30 miles from zone 1. Work performed within zone 4 shall be compensated twenty six percent above the journeyman rate for zone 1.
- (4) When workers are ordered to report to the shop and then to the job and from job to job, and return to the shop, they shall be paid for the time spent traveling and shall be furnished transportation by the Employer. Under these conditions the Zone 1 rate and any applicable overtime will be paid.

### Electricians (outside classification)

Zone 2: \$50.00 per diem to be paid for work 30 miles outside of Santa Fe and 60 miles outside of Albuquerque. No per diem in Los Alamos County.

### Glaziers

- (1) When out-of-town travel is required, the employer shall provide suitable lodging with no more than two people per room and \$20.00 per night for food.
- (2) Employees required to use a personal vehicle for travel to a jobsite beyond a 30 mile radius of the main post office in town where the employer's shop is located shall be compensated at the current Internal Revenue Service (IRS) rate for actual mileage incurred beyond the 30 mile radius, plus their regular rate of pay for travel time.

### Ironworkers

- (1) Travel more than 50 miles from the interchange of Interstate 40 and Interstate 25 or from the employee's home should be paid at \$9.00 per hour.
- (2) If travel is within Santa Fe County, travel time shall be paid at \$3.00 per hour.

### Laborers

- (1) Type A:
  - (a) Work travel between 50 and 85 miles from the employer's primary address should be compensated at \$3.50 per hour.
  - (b) Work travel 86 miles or greater from the employer's primary address should be compensated at \$5.00 per hour.

- (2) Types B and C:
  - (a) Work travel over 70 miles from the union halls of Albuquerque, Espanola, Farmington, or Las Cruces shall be paid at \$7.00 per hour in travel pay, not to exceed 10 hours per day;
  - (b) If an overnight stay is necessary, the employer shall pay \$40.00 per day for meals, in addition to travel pay.
- (3) Type H – no zone subsistence pay:
- (4) If an employer provides the employee transportation and mutually agreeable, suitable lodging with no more than two people in a room in areas where overnight stays are necessary, subsistence rates do not apply.

## Millwrights

- (1) All zone pay shall be calculated from the address of the city hall of the respective dispatch point.
- (2) Zone 1: Work traveled up to 45 miles from the city hall of the respective dispatch points is a free zone.
- (3) Zone 2: Work traveled between 45 miles and 100 miles shall be compensated at \$4.00 per hour above base wage.
- (4) Zone 3: Work traveled 101 miles or more shall be compensated at \$6.00 per hour above base wage.
- (5) If employer fails to provide suitable lodging, employer shall pay \$110.00 per diem.
- (6) If an employee's principal place of residence is within 45 road miles from the project, no subsistence or travel time shall be paid.

## Operating Engineers

- (1) Type A operators should be compensated for zone and subsistence as follows:
  - (a) Work travel between 50 and 85 miles from the interchange of Interstate 25 and Interstate 40 in Albuquerque, or from the Farmington City Hall in Farmington, should be compensated at \$2.50 per hour.
  - (b) Work travel 86 miles or more from the interchange of Interstate 25 and Interstate 40 in Albuquerque or from the Farmington City Hall in Farmington, should be compensated at \$4.00 per hour.
- (2) Type B and C operators:
  - (a) Base points for operators are 30 miles and beyond:
    - (i) Bernalillo county courthouse in Albuquerque;
    - (ii) State capital building in Santa Fe;
    - (iii) City hall in Farmington.

- (b) Zone and subsistence for Albuquerque, Santa Fe, and Farmington are as follows:
    - (i) work travel between 30 and 50 miles from the base point compensated at \$20.00 per day;
    - (ii) work travel between 51 and 100 miles from the base point compensated at \$50.00 per day;
    - (iii) work travel over 100 miles from the base point that involves an overnight stay compensated at \$100.00 per day.
  - (c) Zone and subsistence for Los Alamos county, \$100.00 per day. This takes precedence over the 50 mile radius for Santa Fe zone and subsistence.
  - (d) If an employer provides the employee transportation and mutually agreeable suitable lodging in area where overnight stays are necessary, subsistence rates do not apply.
- (3) Type H operators are not eligible for zone and subsistence pay.

## Painters

- (1) When out-of-town travel is required, the employer shall provide suitable lodging with no more than two people per room and \$30.00 per day for expenses.
- (2) When out-of-town travel is required and employer and employer does not provide lodging, employer shall pay \$100 per day for expenses, plus their regular rate of pay.
- (3) Employees required to use a personal vehicle for travel to a jobsite beyond a 60-mile radius from their residence or the employer's shop, whichever is closest to the job, shall be compensated at the current IRS rate for actual mileage incurred beyond the 60-mile radius, plus their regular rate of pay for travel time.
- (4) Employer shall furnish transportation or gasoline for all work performed beyond the 30-mile radius that encompasses the free cities of Albuquerque, Santa Fe, and Belen.

## Paper hangers

- (1) Zone 1: Base pay for an area within a 30 mile radius from the main post office in the city or town where the employee permanently resides. Albuquerque, Santa Fe, and Belen shall be considered Zone I.
- (2) Zone 2: Work travel between 30 and 75 miles from the main post office in the town where an employee permanently resides shall be compensated at \$1.00 per hour above base pay.

- (3) Zone 3: Work travel 75 miles or more from the main post office in the town where an employee permanently resides shall be compensated at \$2.50 per hour above base pay.
- (4) When the employee is required to stay overnight, the employer should provide and pay for suitable lodging.
- (5) Employer will furnish transportation or gasoline for all work performed beyond the 30 mile radius that encompasses the free cities of Albuquerque, Santa Fe or Belen.

### Plasterers

- (1) Employees who travel from Albuquerque to Santa Fe should be compensated at \$20.00 per day.
- (2) Except for employees who travel from Santa Fe to Albuquerque, work travel 75 miles or more from the employer's office over the most typically traveled route should be compensated at \$5.00 per hour and capped at \$40.00 per day.

### Plumbers and pipefitters

- (1) Work travel for 90 or more miles from an employee's primary residence, and involving an overnight stay, should be compensated at \$80.00 per day.
- (2) No zone or subsistence pay is required should the employer elect to cover the room cost.

### Roofers

Work travel requiring an overnight stay should be compensated at \$35.00 per day for food. Employer should provide and pay for a suitable hotel. When employees are assigned to jobs located 60 or more miles from the employer's place of business, transportation to and from the job site must be provided.

### Sheet metal workers

- (1) Work travel 90 miles or more from contractor's home base and employee's home, should be paid at \$120.00 per day subsistence pay plus base and fringe, regardless of county.
- (2) Los Alamos county: \$2.00 per hour incentive pay plus base and fringe.
- (3) Workers living 60 or more miles from a San Juan county job site receive \$3.00 per hour subsistence pay plus base and fringe.

### Soft floor layer

- (1) Zone 1: Base pay for an area within a 30 mile radius from the main post office in the city or town where the employee permanently resides. Albuquerque, Santa Fe, and Belen shall be considered Zone I.
- (2) Zone 2: Work travel between 30 and 75 miles from the main post office in the town where an employee permanently resides shall be compensated at \$1.00 per hour above base pay.
- (3) Zone 3: Work travel 75 miles or more from the main post office in the town where an employee permanently resides shall be compensated at \$3.13 per hour above base pay.
- (4) Employer will furnish transportation or gasoline for all work performed beyond the 30-mile radius that encompasses the free cities of Albuquerque, Santa Fe, or Belen.
- (5) When the employee is directed to report to a job site and the distance to the job site requires the employee to stay out of town overnight, the employer shall provide housing arrangements for the affected employees.

### Sprinkler fitters

- (1) Work travel between 60 and 80 miles from the employee's primary residence should be compensated at \$23.00 per day.
- (2) Work travel between 81 and 100 miles from the employee's primary residence should be compensated at \$33.00 per day.
- (3) Work travel of 101 miles or more from the employee's primary residence should be compensated at \$125.00 per day.
- (4) No zone or subsistence pay shall be paid when the employer provides daily transportation and the employee elects to travel back and forth from home.

**LABOR RELATIONS DIVISION**

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

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

[WWW.DWS.STATE.NM.US](http://WWW.DWS.STATE.NM.US)

## Wage Decision Approval Summary

1) Project Title: Bartlett Subdivision Paving  
Requested Date: 03/13/2024  
Approved Date: 03/14/2024  
Approved Wage Decision Number: CO-24-0941-A

### Wage Decision Expiration Date for Bids: 07/12/2024

2) Physical Location of Jobsite for Project:  
Job Site Address: 230 N. 3rd St  
Job Site City: Raton  
Job Site County: Colfax

3) Contracting Agency Name (Department or Bureau): Colfax County  
Contracting Agency Contact's Name: Virginia Strohm  
Contracting Agency Contact's Phone: (575) 445-9661 Ext. 7703

4) Estimated Bid Opening Date: 05/01/2024

5) Estimated total project cost:  
a. Are any federal funds involved?: No  
b. Does this project involve a building?: No  
c. Is this part of a larger plan for construction on or appurtenant to the property that is subject to this project?: No  
d. Are there any other Public Works Wage Decisions related to this project?: No  
e. What is the ultimate purpose or functional use of the construction once it is completed?: Pave subdivision and install traffic signage

6) Classifications of Construction:

Classification Type and Cost Total	Description
Highway/Utilities (A) Cost:	Prepare subgrade, perform minor earthwork, place aggregate base course and asphalt pavement surface. Install traffic signage and markings.



## **LIST OF DRAWINGS**

## LIST OF DRAWINGS

<u>SEQ.</u>	<u>SHEET</u>	<u>DESCRIPTION</u>
GENERAL		
1	G-001	COVER SHEET AND INDEX OF DRAWINGS
2	G-002	VICINITY MAP AND PROJECT INFORMATION
3	G-003	GENERAL NOTES AND LEGEND
CIVIL		
4	C-101	OVERALL SITE PLAN
5	C-201	SOUTH POND LANE PLAN AND PROFILE STA. 10+00.00 TO STA. 15+00.00
6	C-202	SOUTH POND LANE PLAN AND PROFILE STA. 15+00.00 TO STA. 20+00.00
7	C-203	SOUTH POND LANE PLAN AND PROFILE STA. 20+00.00 TO STA. 24+84.00
8	C-204	SOUTH MESA LOOP PLAN AND PROFILE STA. 10+00.00 TO STA. 15+00.00
9	C-205	SOUTH MESA LOOP PLAN AND PROFILE STA. 15+00.00 TO STA. 20+00.00
10	C-206	SOUTH MESA LOOP PLAN AND PROFILE STA. 20+00.00 TO STA. 25+00.00
11	C-207	SOUTH MESA LOOP PLAN AND PROFILE STA. 25+00.00 TO STA. 30+00.00
12	C-208	SOUTH MESA LOOP PLAN AND PROFILE STA. 30+00.00 TO STA. 35+00.00
13	C-209	SOUTH MESA LOOP PLAN AND PROFILE STA. 35+00.00 TO STA. 40+00.00
14	C-210	SOUTH MESA LOOP PLAN AND PROFILE STA. 40+00.00 TO STA. 41+62.00
15	C-211	NORTH MESA LOOP PLAN AND PROFILE STA. 10+00.00 TO STA. 15+00.00
16	C-212	NORTH MESA LOOP PLAN AND PROFILE STA. 15+00.00 TO STA. 19+60.00
17	C-213	NORTH MESA LOOP PLAN AND PROFILE STA. 19+60.00 TO STA. 24+40.00
18	C-214	NORTH MESA LOOP PLAN AND PROFILE STA. 24+40.00 TO STA. 29+40.00
19	C-215	NORTH MESA LOOP PLAN AND PROFILE STA. 29+40.00 TO STA. 34+11.00
20	C-216	DRIVEWAY PLAN AND PROFILES SOUTH POND LANE
21	C-217	DRIVEWAY PLAN AND PROFILES NORTH MESA LOOP
22	C-218	DRIVEWAY PLAN AND PROFILES NORTH MESA LOOP
23	C-219	DRIVEWAY PLAN AND PROFILES SOUTH MESA LOOP
24	C-220	DRIVEWAY PLAN AND PROFILES SOUTH MESA LOOP
25	C-221	DRIVEWAY PLAN AND PROFILES SOUTH MESA LOOP

<b><u>SEQ.</u></b>	<b><u>SHEET</u></b>	<b><u>DESCRIPTION</u></b>
26	C-222	DRIVEWAY PLAN AND PROFILES SOUTH MESA LOOP
27	C-223	DRIVEWAY PLAN AND PROFILES SOUTH MESA LOOP
28	C-401	TEMPORARY TRAFFIC CONTROL GENERAL NOTES: NMDOT STANDARD DRAWING 702-01-1/5 (FOR INFORMATION ONLY)
29	C-402	TEMPORARY TRAFFIC CONTROL GENERAL NOTES: NMDOT STANDARD DRAWING 702-01-2/5 (FOR INFORMATION OINLY)
30	C-403	TEMPORARY TRAFFIC CONTROL GENERAL NOTES: NMDOT STANDARD DRAWING 702-11-2/2 (FOR INFORMATION ONLY)
31	C-501	MISCELLANEOUS DETAILS

# **TECHNICAL SPECIFICATIONS**

In addition to these Technical Specifications, New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, 2019 Edition shall be used.

## SECTION 01 14 02

### UTILITY OBSTRUCTIONS

#### PART 1 GENERAL

##### 1.01 WORK INCLUDED

- A. General provisions for handling utility obstructions and relocations.

##### 1.02 UTILITIES SHOWN ON DRAWINGS

- A. The Engineer has made reasonable efforts to show the general location of existing underground and overhead utility lines on the Drawings; however, Contractor shall recognize that buried utilities may not be in the locations shown on the Drawings, or there may be other utilities that are not shown on the Drawings.

##### 1.03 CONTRACTOR RESPONSIBILITIES

- A. For excavation work in New Mexico, Contractor is responsible to comply with the New Mexico Excavation Law (NMEL), as published in New Mexico Statutes Annotated (NMSA) 1978, section 62-14. Section 62-14-3 of the law requires the excavating Contractor to:
  - 1. Call the local notification center of NM811 One-Call in advance of excavating.
  - 2. NM811 One-Call will notify utility owners or operators to locate and mark their utilities.
  - 3. Notify directly all utility owners or operators who are not members of the local one-call center to locate and mark their utilities.
  - 4. In general, any utility located on the Owner's plant or station property belongs to the Owner past the utility meter or other termination point. The Owner is responsible to locate and mark such utilities.
  - 5. Do not start excavation until all utility owners have located and marked their utilities.
  - 6. Do not use mechanical excavation equipment, including bores and plows, within 18-inches horizontally of the utility marks (tolerance zone) and continue excavation in a manner necessary to prevent damage.
  - 7. Repair any damage to utilities caused by Contractor, and report to utility owner and NM811 One-Call.
- B. Additional Owner Requirements:
  - 1. Use non-mechanical means of excavating within 18-inches of marked utilities to expose the utilities such as by hand digging or vacuum/dry type potholing.
- C. This work will be considered incidental Work to the Contract Documents' Bid Items.

#### 1.04 RELOCATION OF OVERHEAD UTILITIES

- A. Determine in advance of construction operations if overhead utility lines, support structures, poles, guys, etc., whether shown on the Drawings or not, will obstruct construction operations. If any obstruction to construction operations is evident, coordinate with the appropriate utility company to remove or relocate the utility obstructions. Any charges by any utility company for removal or relocation of overhead utilities are the sole responsibility of the Contractor at no additional cost to the Owner.

#### 1.05 RELOCATION OF UNDERGROUND UTILITIES

- A. Determine in advance of construction operations locations of all underground utilities (gas, telephone, fiber optic cable, electrical, cable TV, water, sewer), whether shown on the Drawings or not, that may interfere with Contractor's construction operations.
- B. All Underground Utilities Except Water and Sewer Lines: Coordinate with the appropriate utility company to remove or relocate the existing utilities which interfere with construction. Utility company charges for relocating these existing utilities will be paid from the utility line relocation allowance listed on the Bid Proposal.
- C. Water and Sewer Lines:
  - 1. Adjust alignment on any waterline which Contractor is constructing to avoid existing underground utility lines and/or to maintain a minimum three feet of cover; Take other measures necessary (encasement of water or sewer line, change of pipe material, etc.) to protect new and existing lines.
  - 2. Adjust alignment of all existing waterlines as appropriate or required to avoid interference with:
  - 3. new sewer lines, or;
  - 4. new structures, or;
  - 5. new roadway, or;
  - 6. to maintain at least three feet of cover over existing waterlines unless otherwise approved in writing by Engineer.
  - 7. The following incidental work to be performed at no additional cost to Owner: All work required to adjust alignment of new waterlines around any existing waterlines or sewer lines, or other measures necessary to protect new and existing lines.

#### PART 2 PRODUCTS (NOT USED)

#### PART 3 EXECUTION (NOT USED)

END OF SECTION

## SECTION 01 14 16.01

### COORDINATION WITH PUBLIC AND UTILITY INTERRUPTIONS

#### PART 1 GENERAL

##### 1.01 PUBLIC ACCESS

- A. Provide for continuous public access to all residences, businesses, and properties via existing roads, alleys, and driveways whenever practical.
- B. Provide alternate public access to all residences, businesses, and properties in coordination with affected residents and occupants when existing access arrangements must be disrupted by Contractor's work whenever practical.
- C. Notify public at least three (3) calendar days in advance of interrupting public access.

##### 1.02 UTILITY INTERRUPTIONS

- A. Coordinate any water shut-off operation with the Owner not less than three (3) working days prior to initiating any work affecting existing water utilities. Limit water service shut-off to four (4) hours. Keep Owner informed of work areas on a daily basis, and specifically notify Owner of areas where fire hydrants will be out of service.
- B. Notify all customers at least three (3) calendar days in advance of interrupting utility service.
- C. Keep interruptions of utility service at a minimum as to number of users and duration.

##### 1.03 NOTICES

- A. Construction Notices Before Construction:
  - 1. Delivered not more than seven (7) calendar days nor less than four (4) calendar days prior to actual physical construction on each line or line segment.
  - 2. Corrected notices delivered if construction does not start within 48 hours of date given in notice.
  - 3. Written notice to state:
    - a. Contractor's name, address, and local telephone number.
    - b. Nature of work to be done.
    - c. Disruption residents or businesses might expect.
    - d. Expected duration of construction.
    - e. Contractor's local telephone number to which complaints may be made during normal working hours.
    - f. Contractor's local telephone number to which emergency conditions can be reported during non-working periods.



- B. Construction Notices After Construction:
  - 1. Delivered not more than seven (7) calendar days following construction on each line or line segment.
  - 2. Written notice to state:
    - a. Contractor's name, address, and telephone number.
    - b. Thank residents and businesses for cooperation and report work is completed in applicable area.
- C. Special Notices:
  - 1. Inform residents and businesses personally and by written notice whenever access to property will be impaired or utility service will be interrupted, stating scheduling of such action.
- D. Notice Delivery:
  - 1. Hand delivery to each resident and business adjacent to or which may be reasonably expected to be affected by construction.
  - 2. Do not deliver notices in mail boxes or mail slots. Use other delivery methods such as door hangers.

#### 1.04 SCHEDULE OF SPECIAL REQUIREMENTS FOR THIS PROJECT

- A. Provide all notices included above.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

## SECTION 01 14 19

### USE OF SITE

#### PART 1 GENERAL

##### 1.01 AVAILABLE SITES

- A. Sites and easement limits available for the construction of the project are shown on the Drawings. Contractor shall not utilize any land not indicated as being available without the written approval of the applicable land owner.
- B. If the Contractor requires the entire width of right-of-way or easement for construction, it shall be the Contractor's responsibility to have a licensed land surveyor establish the right-of-way line where it is not apparent.

##### 1.02 PROTECTION AND RESTORATION

- A. All existing features and improvements to or on easements shall be restored by the Contractor equivalent to those existing prior to construction at no additional cost to the Owner. Compliance with special requirements or considerations indicated on the Drawings for the use of easements shall be the Contractor's responsibility at no additional cost to the Owner.
- B. Trees within construction easement shall be preserved to maximum practical extent, unless specifically indicated in the Drawings.

##### 1.03 SPECIAL CONSTRUCTION METHODS

- A. Special and hand construction methods may be required to remain within the available easements. Such methods shall be used by the Contractor at no additional cost to the Owner.
- B. Other Contractors could be working on related work at or near the site; therefore, the Contractor is expected to cooperate and provide adequate access to all other working parties at or near the site.

##### 1.04 STAGING AREAS

- A. Staging area is not provided by the Owner. Locating staging area(s) on private land is the responsibility of the Contractor. Contractor staging areas shall be provided by the Contractor at no additional cost to the Owner. Contractor staging areas are to be considered incidental Work to the Contract Documents' Bid Items.

#### PART 2 PRODUCTS (NOT USED)

#### PART 3 EXECUTION (NOT USED)

END OF SECTION

## SECTION 01 21 00

### ALLOWANCES

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Procedure for administration of Allowances.

##### 1.02 RELATED REQUIREMENTS

- A. Individual Technical Specification sections listed under “Schedule of Allowances” at the end of this Section.

##### 1.03 ALLOWANCE

- A. The allowance is a sum of money included in the Contract Price to cover the cost of a service, all inclusive, to be provided under the Contract by a party other than the Contractor.
- B. The allowance is included in the Bid Form.
- C. The sum of an allowance is an estimated amount.
- D. The Contractor will be reimbursed only for the costs invoiced by the party providing the service, and no mark up, such as overhead and profit shall be charged by the Contractor.
- E. Services may be less than, equal to, or greater than, the estimated allowance amount. Contractor will be paid only the actual cost of the services.

##### 1.04 ADJUSTMENT OF BONDS AND INSURANCE

- A. Adjustment to Contractor’s bonds and insurance on account of adjustment to allowance will only be dealt with in the final pay application considering the final cost of the project in comparison to the Bid Price.

##### 1.05 SCHEDULE

- A. A Schedule of Allowances for this Contract is included at the end of this Section.

##### 1.06 ENGINEER RESPONSIBILITIES

- A. Consult with Contractor in consideration of supplier of services.

##### 1.07 CONTRACTOR RESPONSIBILITIES

- A. Execute purchase agreement with designated supplier.

- B. For additional information, refer to specific specification sections referenced in Schedule of Allowances.

#### 1.08 PAYMENT PROCEDURES

- A. Payment will be made under the Bid Item for the specified Allowance.
- B. Contractor submit invoices on a monthly basis with pay application.
- C. Pay application will not be accepted without invoices for allowance services performed during the pay application pay period.
- D. Pay invoice on approval of Engineer.

#### 1.09 SCHEDULE OF ALLOWANCES

- A. Relocation of Underground Utilities: Allow the amount of \$ 15,000.00. For additional information, see Section 01 14 02 – Utility Obstructions and Bid Form.
- B. Testing Allowance: Allow the amount of \$ 25,000.00. For additional information, see Section 01 45 23 – Testing Laboratory Services and Bid Form.

#### PART 2 PRODUCTS (NOT USED)

#### PART 3 EXECUTION (NOT USED)

END OF SECTION

## SECTION 01 32 13

### CONSTRUCTION SCHEDULES

#### PART 1 GENERAL

##### 1.01 REQUIREMENTS INCLUDED

- A. Promptly after award of the Contract, prepare and submit to Engineer estimated initial baseline construction progress schedules for the Work.
- B. Submit revised progress schedules.
- C. Schedule subject to approval of Engineer.
- D. Schedule construction working hours.

##### 1.02 FORM OF SCHEDULES

- A. Basis of Schedule: Critical path network analysis of construction activities.
- B. Format of Graphic Display of Schedule Submitted to Engineer:
  - 1. Gantt horizontal bar chart as a printed copy or in pdf electronic file format, as specified herein.
  - 2. Horizontal Time Scale: Identify the first work day of each week.
  - 3. Provide separate horizontal bar for each activity. In general, subdivide activities into sub-activities having durations no more than 15 working days, so that progress can be easily tracked.
  - 4. List the activities in chronological order according to the start date of each activity.
  - 5. Indicate durations and start/stop dates for each activity.
  - 6. Indicate the predecessor and successor activities for each activity.
  - 7. Identify which activities are on the critical path.

##### 1.03 CONTENT OF SCHEDULES

- A. Activities: Show the complete sequence of construction by activity.
  - 1. Include activities for:
    - a. Preparation of submittals for major equipment items.
    - b. Procurement of major equipment items.
    - c. Mobilization.
    - d. Preparation of operation and maintenance manuals for major equipment items.
    - e. Shakedown/startup testing.
    - f. Punchlist work.
    - g. Preparation of closeout documents.

- h. Any sequence or scheduling constraints specified in Section 01 12 16 – Sequence of Work.

B. Milestones: Indicate milestone dates for:

- 1. Notice to Proceed.
- 2. Notice of Substantial Completion.
- 3. Final Completion.

1.04 PROGRESS REVISIONS

A. Indicate effective date of revision and show progress of each activity to date of submission.

B. Show changes occurring since previous submission of schedule:

- 1. Major changes in scope.
- 2. Activities modified since previous submission.
  - a. Revised projections of progress and completion.
  - b. Revised critical path activities.
  - c. Other identifiable changes.

C. Provide a narrative report as needed to define:

- 1. Problem areas, anticipated delays, and the impact on the schedule.
- 2. Corrective action to be taken.

1.05 SUBMISSIONS

A. Submit initial baseline schedules within fifteen (15) days after start of Contract Time.

- 1. Engineer will review schedules and return review comments within 10 days after receipt.
- 2. If required, resubmit within 7 days after return of review copy.

B. Submit updated schedules to show actual progress of Work with each application for payment: Section 01 29 00 – Payment Procedures.

C. Submit revised progress schedules when requested by Engineer or whenever project is more than 5% behind approved schedule as determined by monthly request for payment.

1.06 DISTRIBUTION

A. Distribute copies of the initial baseline and monthly updated schedules as follows:

- 1. Engineer's Review Copy: One (1) printed copy or electronic file in .pdf format.
- 2. Engineer's Record Copy: Four (4) printed copies.

1.07 CONSTRUCTION WORKING HOURS SCHEDULING

A. Notify Engineer at least 48 hours in advance of any work to be done outside of usual working hours or any change in usual working hours.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

## SECTION 01 33 23

### SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Shop Drawings
- B. Product Data
- C. Samples
- D. Contractor Responsibility
- E. Engineer Responsibility
- F. Schedule of Submittals

##### 1.02 RELATED WORK/REQUIREMENTS SPECIFIED ELSEWHERE

- A. Conditions of the Contract: Definitions and Additional Responsibilities of Parties

##### 1.03 SHOP DRAWINGS

- A. Present drawings in a clear and thorough manner.
  - 1. Sufficient detail to show kind, size, and arrangement and function of component materials and devices.
- B. Minimum sheet size: 8-1/2" x 11".

##### 1.04 PRODUCT DATA

- A. Preparation:
  - 1. Provide information required in individual Sections.
  - 2. Where sheets are reproduced from a pamphlet, catalog, or similar publication, print the manufacturer's name and the title of the publication on each sheet, or set of sheets, if it is not already on the sheet.
  - 3. Clearly mark each copy to identify applicable products or models by either neatly encircling pertinent data and marking the circle with an arrow or by crossing out all extraneous data, with black, indelible ink. Do not use highlighter because it will not reproduce well.
  - 4. For items that may be installed at multiple locations throughout the project, such as pipe materials, valves, other pipe appurtenances, and field coatings, indicate in a cover letter where each item is intended to be installed.
  - 5. Show performance characteristics and capacities.
  - 6. Show dimensions and clearances required.
  - 7. Indicate weights of major components.
  - 8. Indicate materials of construction.



9. Do not prepare submittal materials from facsimile (FAX) copies of product data unless specifically authorized by Engineer.
  10. Material described on Drawings but not shown in the Specifications: Provide cut sheets as a minimum, or as called for on the Drawings.
- B. American Iron and Steel Requirement (AIS) Certifications by Producers and Contractor:
1. Producers of products containing materials covered by the AIS requirements and submitted by the Contractor to be incorporated into the Project, shall certify that each step of the manufacturing process complies with the AIS requirements.
  2. Materials and processes that are covered by the AIS requirements are defined in the March 20, 2014 AIS Implementation Memorandum found in the EPA Supplemental Conditions in the front of the Project Manual.
  3. Requirements by producers and the Contractor to submit certifications are specified in the EPA Supplemental Conditions.
  4. Sample certification letters to be signed by the producers of each manufacturing step, and the manufacturer of the final product are included in Appendix 5 of the AIS Implementation Memorandum.
  5. Contractor shall submit AIS compliance certifications signed by the producers of each manufacturing step and by the final manufacturer with the submittal of each product item that is covered by the AIS requirements.
  6. Contractor shall sign and submit the AIS Pay Application Certification with each application for payment. The Pay Application Certification form is found in the EPA Supplemental Conditions.
- C. Installation data for all materials and equipment for which operation and maintenance manuals will not be provided. Also provide installation data with shop drawing prior to delivery of equipment, if specified in the equipment Section.
1. Provide manufacturer's installation instructions and recommendations.
  2. Provide referenced standards for installation.
- D. Manufacturer's standard schematic drawings, diagrams, descriptions and information:
1. Modify to delete information that does not apply to Work.
  2. Supplement to provide information specifically applicable to the Work.

#### 1.05 SAMPLES

- A. Samples shall be of sufficient size and quantity to clearly illustrate:
1. Functional characteristics of the project, with integrally related parts and attachment devices.
  2. Full range of color, texture, and pattern.
- B. Include identification on each sample, with full project information.

#### 1.06 CONTRACTOR RESPONSIBILITIES

- A. If substitutions of materials are proposed, conform to Section 01 25 00 – Substitution Procedures.

- B. Submit exactly the required quantity of materials.
- C. Review Shop Drawings, Product Data, Certificates, Electrical Schematics, Electrical Connection Diagrams, Test Reports, Installation Instructions, Samples, and similar required submittal materials for completeness and accuracy prior to submission. Return unsatisfactory submittal materials to the supplier or manufacturer for correction.
- D. Determine and Verify:
  - 1. Field measurements.
  - 2. Field construction criteria.
  - 3. Catalog numbers and similar data.
  - 4. Conformance with Specifications.
  - 5. Conflicts with other items of construction past, present, or future.
  - 6. Submittal materials are legible.
- E. Coordinate each submittal with requirements of the Work and of the Contract Documents.
- F. Notify the Engineer in writing, at time of submission, of any deviations in submittal from Contract requirements.
- G. Begin no fabrication or work that requires submittals until return of submittals with Engineer's final review.

#### 1.07 SUBMITTAL PROCEDURES

- A. Make submittals promptly and in such sequence as to cause no delay in the Work.
- B. Execute and attach "Contractor Submittal Form" to each submittal. Sample form is attached to the end of this Section. Sign, date, and forward the Form and the Contractor reviewed submittal materials to the Engineer.
- C. Number submittals by respective section number followed by an "S" for submittals, "P" for preliminary O&M, and "F" for final O&M.
- D. Include a copy of the respective Specification Section(s). For each paragraph of the Specifications, confirm that the submittal complies and include a tab and sheet number where the information can be found for each paragraph of the Specification. If the submittal does not comply with a paragraph, identify as such and provide an explanation why it does not. If this information is not provided with each submittal and preliminary O&M, then the Engineer will return as "Not Reviewed". Final O&Ms are excluded from this requirement.

#### 1.08 RESUBMISSION REQUIREMENTS

- A. Make corrections/changes in the submittals to comply with comments made by the Engineer and resubmit until final review.
  - 1. Attach Engineer's comments from previous submittal annotated with action taken in the current submittal.

- B. Number resubmittals as identified in paragraph entitled “Submittal Procedures”, and follow with a numeric value which identifies the number of resubmittals pertaining to that specific submittal.
- C. Shop Drawings and Product Data:
  - 1. Revise initial drawings or data, and resubmit as specified for the initial submittal.
  - 2. Indicate any changes that have been made other than those requested by the Engineer.
- D. Samples: Submit new samples as required for initial submittal.
- E. Specifically direct attention in writing to revisions other than the corrections called for by the Engineer on previous submittals.
- F. Include a copy of previous “Contractor Submittal Forms”.
- G. Include a copy of previous Engineer’s comments, marked to show Contractor’s responses. If not provided, submittal will be returned as “Rejected/Resubmit.”
- H. Furnish all applicable information in the resubmittal, including information on material that was favorably reviewed. Upon request, the Engineer will return all but one of the original submittals for reuse by the Contractor.
- I. Partial resubmittals are allowed, but following favorable review of the partial resubmittal, provide complete resubmittals including all favorably reviewed material.

#### 1.09 DISTRIBUTION

- A. Copy and distribute submittals returned by Engineer marked “No Exception Taken” or “Make Corrections Noted”:
  - 1. Job site file.
  - 2. Job site record documents file.
  - 3. Subcontractors and suppliers as appropriate.
- B. If returned by Engineer, distribute samples marked “No Exception Taken” or “Make Corrections Noted” as directed by the Engineer.

#### 1.10 ENGINEER RESPONSIBILITIES

- A. Review submittals with reasonable promptness as specified herein in the Timeliness subsection.
- B. Return submittals with completed Contractor Submittal Form with signature and attach review comments if needed.
- C. Return one copy of submittal to Contractor.

- D. Submittal Review Status Categories:
1. “NO EXCEPTION TAKEN” – Reviewed for general conformity to the requirements of the Contract Documents. Quantities shown not verified. Contractor’s full responsibility is in no way relieved by this action.
  2. “MAKE CORRECTIONS NOTED” – Reviewed and noted for general conformity to requirements of the Contract Documents. Quantities shown not verified. Contractor’s responsibility is in no way relieved by this action. Resubmittal is not required, provided Contractor concurs with, accepts, and complies with A/E’s comments.
  3. “REVISE & RESUBMIT” – Reviewed and not accepted. Provide missing information, make corrections as noted, and resubmit full submittal.
  4. “REJECTED/RESUBMIT” – Reviewed or partially reviewed and not accepted. Resubmit information in conformance with the Contract Documents.
  5. “RECEIPT ACKNOWLEDGED” – Submittal for Section is not required or submittal is being held by A/E for coordination of work with that of another Section.
- E. Return submittals with only cursory review and marked “Revise & Resubmit” or “Rejected/Resubmit” when:
1. It becomes apparent the submittal is not acceptable,
  2. The submittal has not been thoroughly reviewed by the Contractor,
  3. Submittal does not cover all of a Section,
  4. Submittal improperly contains information for more than one Section, or
  5. Submittal is illegible.
- F. Return resubmittals only containing partial information.
- G. Discard submittal copies in excess of those scheduled.

#### 1.11 LIMITS OF ENGINEER’S RESPONSIBILITY

- A. Engineer’s review does not constitute acceptance or responsibility for accuracy of dimensions or quantities.
- B. Engineer’s review does not relieve the Contractor from meeting requirements of the Contract Documents.
- C. Engineer’s review does not constitute approval for any deviation from the Contract Documents unless such deviations are specifically stated as such on the submittal and specifically allowed by the Engineer by specific written notification for each such variation.
- D. Engineer’s review does not relieve the Contractor from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the Contractor’s Responsibilities portion of this Section.
- E. Engineer’s review will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto. The review of a

separate item as such will not indicate approval of the assembly in which the item functions.

#### 1.12 PAYMENT AND TIME FOR REVIEW OF EXCESSIVE SUBMITTALS

- A. Submittals after first resubmittal:
1. Owner will charge Contractor for all of Engineer's review time and costs at Engineer's standard billing rates through a credit by Change Order.
  2. Reviewed by Engineer at convenience of the Engineer.

#### 1.13 FORMAT

- A. Furnish individual submittal packages for each Section. Include a separate Contractor Submittal Form for each Section.
- B. The Contractor may elect to make a single submittal for all Sections supplied by a single manufacturer/supplier. Such single submittal must conform to the following:
1. Index the submittal with tabs with one and only one Section under a single tab.
  2. Include a separate Contractor Submittal Form for each Section.
  3. Identify submittal packages on the front or on the first page with the Owner's name, the project name, the Contractor's name, the subcontractor's name, the date, and the contents of the binder, including the Specification Section(s), title(s), and number(s).
- C. Minimum Acceptable Binding Methods:
1. Submittals of no more than six sheets per set, including cover sheets: Staple in sets.
  2. Submittals of seven to 25 sheets per set: Punch sheets and assemble in a soft-cover binder with 3-hole metal fold-down clips to hold pages or in a ring binder.
  3. Submittals of 26 to 75 sheets: Punch sheets and assemble in a hard-cover ring binder.
  4. Submittals of more than 75 sheets: Punch sheets and assemble in a hard-cover D-ring binder.
  5. Fold 11" x 17" drawings to fit into bound sets of submittals.
  6. Furnish drawings larger than 11" X 17" folded and inserted in pockets in the binders. Provide a complete index in the submittal literature set.

#### 1.14 TIMELINESS

- A. As a minimum, the Contractor shall allow the following number of calendar days for submittal process:

	<u>Engineer's Review Time</u>
Initial Submittal	7
Resubmittal	7
Operation and Maintenance Manuals	16

1. Engineer's Review Time is the time the submittal is in the Engineer's office.
2. The Engineer will process first those items with higher priority based on a written request from the Contractor.

- B. Turnaround time for complex submittals (such as process equipment systems with multiple components, mechanical systems, electrical equipment, instrumentation control systems, and electrical process and instrumentation drawings) may exceed the total indicated in Paragraph 1.14A.
- C. Materials, equipment, supplies, or labor to install such materials or equipment for which submittals have not been marked “No Exception Taken” or “Make Corrections Noted” are not eligible for payment and such materials and equipment shall not be allowed on the job site.

#### 1.15 PROJECT RECORD DOCUMENTS

- A. If the equipment installed deviates in any way from the submittal for the equipment, then submit copies of submittals that are corrected to show actual equipment supplied.

#### 1.16 ATTACHMENTS TO THIS SECTION

- A. Contractor Submittal Form


#### 1.17 REQUIRED SUBMITTALS

- A. Quantity, submit in **one** of the following formats:
  - 1. Electronic Format:
    - a. Submittals in electronic searchable .pdf format are allowed.
    - b. Engineer’s submittal review will be returned to Contractor in electronic format.
    - c. After an electronic submittal is accepted by the Engineer as final, submit one printed copy to Engineer to retain for field use.
    - d. Any additional printed copies received will be discarded by Engineer.
    - e. Refer to Section 01 78 39 – Project Record Documents for submittal of one printed record set of submittals at Contract close-out.
  - 2. Or Printed Format:
    - a. For submittals in printed format only, submit five copies. Engineer will retain four copies.
    - b. Engineer will return one copy to Contractor.
    - c. Any additional copies received will be discarded by Engineer.
- B. See individual Specification Sections for description of required submittals.

#### PART 2 PRODUCTS (NOT USED)

#### PART 3 EXECUTION (NOT USED)

END OF SECTION

#	<b>CONTRACTOR SUBMITTAL FORM</b>	
Specification No. Title/Description:	Project: <b>Colfax County – Bartlett Subdivision Paving</b>	Contractor's Submittal No.: Date: Product Description:
	CONTRACTOR:	Dates of any previous submissions:
	Subcontractor / Supplier:	Manufacturer:
	Specification No.:	Drawing Nos.:
	Are there any deviations to the Contract Documents? <input type="checkbox"/> No <input type="checkbox"/> Yes (Explain and Identify:)  <i>Undisclosed deviations/modifications do not relieve the Contractor from the obligation to provide the specified product and detail of installation, and may be cause for rejection of the Work. Deviations and modifications must be listed here or in a separate Request for Substitution.</i>	
<p><b>CONTRACTOR'S CERTIFICATION:</b> This submittal has been reviewed by the Contractor in compliance with Submittal Procedures of the CONTRACT DOCUMENTS' SPECIFICATIONS. Any deviations or substitutions to the CONTRACT DOCUMENTS have been identified above and submitted in compliance with the CONTRACT DOCUMENTS.</p> <p>If this is a re-submittal, identify on a sheet(s) attached to this form all responses to comments on the previous submittal and all changes other than those specifically requested by the A/E on the previous submittal.</p> <p>Signed _____ Date: _____</p>		
<b>A/E'S REVIEW RESPONSE</b> <i>(Refer to Submittal Specification for explanation of categories.)</i>		
Date Received:		No. Copies Received:
<input type="checkbox"/> <b>NO EXCEPTION TAKEN</b>		
<input type="checkbox"/> <b>MAKE CORRECTIONS NOTED</b>		
<input type="checkbox"/> <b>REVISE &amp; RESUBMIT</b>		
<input type="checkbox"/> <b>REJECTED/RESUBMIT</b>		
<input type="checkbox"/> <b>RECEIPT ACKNOWLEDGED</b>		
By:		Date:
Date Returned:		No. Copies Returned:
A/E'S COMMENTS, IF ANY:		
A/E'S ATTACHMENTS, IF ANY:		
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="font-size: small;"> <p><i>Note: DO NOT combine items from different specification sections into one submittal unless called for in the Section. If provisions in the "General Conditions" conflict with this form, the provisions as stated in the "General Conditions" shall prevail.</i></p> </div> <div style="text-align: right;">  <p><b>MOLZEN CORBIN</b> ENGINEERS   ARCHITECTS   PLANNERS 2701 Miles Road SE, Albuquerque, NM 87106</p> </div> </div>		

## SECTION 01 45 23

### TESTING LABORATORY SERVICES

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Employ and pay for the services of an independent testing laboratory to perform specified services and testing associated with soil gradation and density, concrete, and asphalt.
- B. If the work includes bacteriological testing of water associated with disinfection, refer to Section 33 13 13 – Disinfection of Domestic Water Systems, for certification of the water test laboratory and payment procedures for bacteriological testing.
- C. If the Work includes a water well, refer to Section 33 21 00 – Water Well, for certification of the water test laboratory and payment procedures for bacteriological and water quality testing.

##### 1.02 ADDITIONAL REQUIREMENTS

- A. Conditions of the Contract: Testing required by laws, ordinances, rules, regulations, orders or approval of public authorities.
- B. Each specification section listed: Laboratory tests required and standards for testing.

##### 1.03 SUBMITTALS

- A. Submit for Engineer's review the name of proposed Laboratory to perform required testing and their statement of qualifications.
  - 1. Name(s) of professional engineer(s) registered in the state in which the project is located who will be signing test results.
  - 2. Qualifications of technicians and their certifications, such as NICET (National Institute for Certification in Engineering Technologies), to perform testing required for this project as specified in ASTM E329.
  - 3. Evidence of current participation in the AASHTO Materials Reference Laboratory (AMRL) program, and accreditation of the laboratory and list of test methods currently accredited by the AASHTO Accreditation Program (AAP).

##### 1.04 QUALIFICATION OF LABORATORY

- A. Meet basic requirements of ASTM E329, "Standard Specification Agencies Engaged in Testing and/or Inspection of Materials Used in Construction".
- B. Authorized to operate in the State in which the Project is located by the local governing authority for the AASHTO Accreditation Program.



- C. Testing Equipment:
  - 1. Calibrated at reasonable intervals by devices of accuracy traceable to either:
    - a. National Institute of Standards and Technology (NIST) (formerly National Bureau of Standards).
    - b. Accepted values of natural physical constants.
- D. Office Location: The location at which specified services and testing will be performed or from which Testing Laboratory staff will mobilize to perform field work shall be within 50 miles of the project site.

#### 1.05 LABORATORY DUTIES

- A. Cooperate with Engineer and Contractor; provide qualified personnel after due notice.
- B. Perform specified inspections, sampling and testing of materials and methods of construction:
  - 1. Comply with specified standards.
  - 2. Ascertain compliance of materials with requirements of Contract Documents.
- C. Promptly notify Engineer and Contractor of observed irregularities or deficiencies of work or products.
- D. Promptly submit written report of each test; one copy to Engineer, one copy to Structural Engineer, and copies as required to Contractor. Each report shall include:
  - 1. Date issued.
  - 2. Project title and number.
  - 3. Testing laboratory number, address, and telephone number.
  - 4. Name and signature of laboratory technician.
  - 5. Date and time of sampling or field testing.
  - 6. Record of temperature and weather conditions.
  - 7. Date of test.
  - 8. Identification of product and specification section.
  - 9. Location of sample or test in the Project.
  - 10. Type of test.
  - 11. Results of tests and compliance with Contract Documents.
  - 12. Interpretation of test results when requested by Engineer.
- E. Perform additional tests as required by Engineer or the Owner.
- F. In all cases, the Engineer shall determine the number, type and location of tests.
- G. Provide signature and seal of a Professional Engineer, licensed in the State where work is being performed, and who is employed by the Laboratory on all test results.

#### 1.06 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

- A. Laboratory is not authorized to:
  - 1. Release, revoke, alter or enlarge on requirements of Contract Documents.
  - 2. Approve or accept any portion of the Work.
  - 3. Perform any duties of the Contractor.

## 1.07 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel, provide access to Work, and manufacturer's operations.
- B. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
- C. Provide to the laboratory the preliminary design mix proposed to be used for concrete and other material mixes which require control by the testing laboratory.
- D. Furnish copies of Product test reports as required.
- E. Furnish Incidental Labor and Facilities:
  - 1. To provide access to Work to be tested.
  - 2. To obtain/handle samples at Project site or at the source of the product to be tested.
  - 3. To facilitate tests.
  - 4. For storage and curing of test samples.
- F. Make arrangements with laboratory and pay for additional samples and tests required for Contractor's convenience and retests required for previously failed tests.
- G. Notify testing laboratory at least 48-hours in advance of all testing required by job progress or conditions, or the Engineer.
- H. Provide on-site facilities as required for initial curing of concrete cylinders.

## 1.08 PAYMENT

- A. An allowance is included in the Bid Proposal to cover field testing performed by an independent testing laboratory. In accordance with Section 01 21 00 - Allowances, the Owner will reimburse the Contractor for the actual cost of all such testing based on invoices received from the laboratory.
- B. The invoiced cost of mileage for all vehicles used shall be no greater than the standard mileage rate for business miles in effect at the times of occurrence, as published by the Internal Revenue Service (IRS).
- C. The testing allowance stated in the Bid Proposal is an estimated dollar amount. The final dollar amount reimbursed to the Contractor for testing may be less than, equal to, or more than the stated allowance.
- D. Actual reasonable sample shipping costs will be paid to the Contractor in the same manner and under the testing allowance.
- E. Costs for testing described in Paragraph 1.07.F are not eligible for reimbursement.

## PART 2 PRODUCTS (NOT USED)

## PART 3 EXECUTION (NOT USED)

END OF SECTION

## SECTION 01 55 00

### TRAFFIC REGULATION

#### PART 1 GENERAL

##### 1.01 REQUIREMENTS INCLUDED

- A. Provide, operate and maintain equipment, services and personnel, with traffic control and protective devices as required to expedite public vehicular traffic flow and access on haul routes, at site entrances, on-site access road, parking areas, and any areas affected by construction operations.
- B. Remove temporary equipment and facilities when no longer required, restore grounds to original, or to specified conditions.

##### 1.02 RELATED REQUIREMENTS

- A. Section 01 14 16.01 – Coordination with Public and Utility Interruptions
- B. Section 01 56 00 – Barriers

##### 1.03 SUBMITTALS

- A. Section 01 33 23 – Shop Drawings, Product Data, and Samples
  - 1. Qualifications of person who prepares the Traffic Control Plan (TCP).
  - 2. Submit Traffic Control Plan to Engineer.

##### 1.04 TRAFFIC CONTROL SIGNALS AND SIGNS

- A. Submit proposed Traffic Control Plan (TCP) prior to implementation:
  - 1. Full conformance with the Department of Transportation “Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD),” latest edition.
  - 2. TCP shall be prepared by a person possessing one of the following current certifications:
    - a. Traffic Control Supervisor (TCS) certified by the American Traffic Safety Services Association (ATSSA).
    - b. Design and operation of Work Zone Traffic Control course credits offered by the National Highway Institute.
    - c. Work Zone Temporary Traffic Control Technician certified by the International Municipal Signal Association (IMSA).
  - 3. The person who prepares the TCP shall visit the project site prior to preparing the TCP.
- B. Provide traffic control and directional signs for all closures and detours, mounted on barricades or standard posts with warning flashing lights. Any deviation from “MUTCD” requires prior approval of Engineer.

1.05 CONSTRUCTION PARKING CONTROL

- A. Control Contractor's and construction personnel's private vehicular parking to preclude interference with public traffic or parking, access by emergency vehicles or Owner's operations.

1.06 SPECIAL REQUIREMENTS FOR THIS PROJECT

- A. Provide traffic and detour controls and signs as required on Drawings and as necessary to meet the requirements of this Section, Section 01 14 16.01 – Coordination with Public and Utility Interruptions.
- B. The Contractor shall have a responsible person on site during working hours and on call during non-working hours to inspect and maintain project traffic control.
- C. All non-applicable signing shall be removed or covered completely with an opaque non-light transmitting material. All remaining, non-applicable traffic control devices are to be removed.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

## SECTION 01 57 00

### TEMPORARY CONTROLS

#### PART 1 GENERAL

##### 1.01 REQUIREMENTS INCLUDED

- A. Provide and maintain methods, equipment, and temporary construction, as necessary to provide controls over environmental conditions at the construction site and related areas under Contractor's control; remove physical evidence of temporary facilities at completion of Work.

##### 1.02 NOISE CONTROL

- A. Limit to practical extent.
- B. Limit to normal working hours when practical.

##### 1.03 DUST CONTROL

- A. Provide positive methods and apply dust control materials to minimize raising dust from construction operations, and provide positive means to prevent airborne dust from dispersing into the atmosphere.

##### 1.04 WATER CONTROL

- A. Provide methods to control surface water to prevent damage to the Project, the site, or adjoining properties.
  - 1. Control fill, grading and ditching to direct surface drainage away from excavations, pits, tunnels and other construction areas; and to direct drainage to proper runoff.
- B. Provide, operate and maintain hydraulic equipment of adequate capacity to control surface water.
- C. Dispose of drainage water and dewatering water in a manner to prevent flooding, erosion or other damage to any portion of the site or to adjoining areas. Any public agency or private landowner arrangements, permits, or other approvals required for the discharge of water are the sole responsibility of the Contractor.

##### 1.05 PEST CONTROL

- A. As found necessary during construction.

## 1.06 RODENT CONTROL

- A. Provide rodent control as necessary to prevent infestation of construction or storage area.
  - 1. Employ methods and use materials which will not adversely affect conditions at the site or on adjoining properties.
  - 2. Should the use of rodenticides be considered necessary, submit an informational copy of the proposed program to Owner with a copy to Engineer. Clearly indicate:
    - a. The area or areas to be treated.
    - b. The rodenticides to be used, with a copy of the manufacturer's printed instructions.
    - c. The pollution preventive measures to be employed.
- B. The use of any rodenticide shall be in full accordance with the manufacturer's printed instructions and recommendations and applicable laws and regulations.

## 1.07 DEBRIS CONTROL

- A. Maintain all areas under Contractor's control free of extraneous debris.
- B. Initiate and maintain a specific program to prevent accumulation of debris at construction site, storage and parking areas, or along access roads and haul routes.
  - 1. Provide containers for deposit of debris as specified in Section 01 74 00 – Cleaning and Waste Management.
  - 2. Prohibit overloading of trucks to prevent spillages on access and haul routes.
    - a. Provide periodic inspection of traffic areas to enforce requirements.
- C. Schedule periodic collection and disposal of debris as specified in Section 01 74 00 – Cleaning and Waste Management.
  - 1. Provide additional collections and disposals of debris whenever the periodic schedule is inadequate to prevent accumulation.

## 1.08 POLLUTION CONTROL

- A. Provide methods, means and facilities required to prevent the discharge of hazardous substances from construction operations.
- B. Perform emergency measures required to report, contain and transport harmful substance discharges or spills by complying with Federal and State regulations.
- C. Take special measures to prevent harmful substances from entering public waters.
  - 1. Prevent disposal of wastes, effluents, chemicals or other such substances adjacent to streams, or in sanitary or storm sewers.
- D. Provide systems for control of atmospheric pollutants.
  - 1. Prevent toxic concentrations of chemicals.
  - 2. Prevent harmful dispersal of pollutants into the atmosphere.

1.09 EROSION CONTROL

- A. Plan and execute construction and earthwork by methods to control surface drainage from cuts and fills, and from borrow and waste disposal areas, to prevent erosion and sedimentation.
  - 1. Hold the areas of bare soil exposed at one time to a minimum.
  - 2. Provide temporary control measures such as berms, dikes, drains, straw bales, silt fences, and wattles.
- B. Construct fills and waste areas by selective placement to eliminate surface silts or clays which will erode.
- C. Periodically inspect earthwork to detect any evidence of the start of erosion, apply corrective measures as required to control erosion.

1.10 SECURITY CONTROL

- A. Provide temporary padlocks during construction on gates, hatches, doors, panels, and boxes having hasps. Coordinate with Owner to install specified permanent padlocks at completion of project.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

## SECTION 01 71 23

### FIELD ENGINEERING

#### PART 1 GENERAL

##### 1.01 REQUIREMENTS INCLUDED

- A. Provide and Pay for Field Engineering Services Required for Project:
  - 1. Survey work required in execution of Project.
  - 2. Engineering work for civil, structural or other professional engineering services specified or required to execute Contractor's construction methods.

##### 1.02 QUALIFICATIONS OF SURVEYOR OR ENGINEER

- A. Survey work during construction may be completed by the Contractor. However, all locations/elevations must be verified at the completion of the contract by a qualified land surveyor registered in the state in which the construction is being done. Final survey data shall be documented on the Record Drawings.
- B. Engineering work by qualified professional engineer registered in the state in which the construction is being done.

##### 1.03 SURVEY REFERENCE POINTS

- A. Original basic horizontal and vertical control points for the Project are those designated on Drawings.
- B. Locate existing control points, re-establish original control points, protect control points prior to starting site work, and preserve all permanent reference points during construction.
  - 1. Make no changes or relocations without prior written notice to Engineer.
  - 2. Report to Engineer when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.
  - 3. Require surveyor to replace Project control points which may be lost or destroyed.
  - 4. Establish replacements based on original survey control.
- C. Reconfirm all existing and original vertical elevation control points prior to the use of such points for project surveying. Reference control point for such reconfirmation is shown on Drawings.
- D. Refer any apparent discrepancies to Engineer for resolution. Surveyor to assist Engineer with field work required for resolution of such apparent discrepancies.



#### 1.04 PROJECT SURVEY REQUIREMENTS

- A. Establish lines and levels, locate and lay out, by instrumentation and similar appropriate means:
  - 1. Site improvements:
  - 2. Stakes for grading, fill and topsoil placement.
  - 3. Utility slopes and invert elevations.
  - 4. Batter boards for structures.
  - 5. Building foundation, column locations, and floor levels.
  - 6. Controlling lines and levels required for mechanical and electrical trades.
- B. From time to time, verify layouts by same methods as required for control of the Work and when requested by the Engineer.
- C. The Contractor shall take reasonable efforts to protect all existing property corners, permanent bench marks, right-of-way markers, government established monuments, and similar reference points. If any must be disturbed, the monuments must be referenced before removal and replaced as soon as work in the area is completed. Referencing and replacing shall be done by a licensed surveyor, and in the case of U.S.G.S. monuments and NMDOT right-of-way markers, shall be a first order survey work.

#### 1.05 RECORDS

- A. Maintain a complete, accurate log of all control and survey work as it progresses.
- B. On completion of improvements, prepare record drawings showing all dimensions, locations, and elevations of construction.

#### 1.06 SUBMITTALS

- A. Submit name and address of surveyor and professional engineer to Engineer.
- B. Submit documents certifying current registration of surveyor and engineer.
- C. On request of Engineer, submit documentation to verify accuracy of field engineering work.
- D. Survey data and computations for all Work.

#### PART 2 PRODUCTS (NOT USED)

#### PART 3 EXECUTION (NOT USED)

END OF SECTION

## SECTION 01 74 17

### STORM DRAINAGE DISCHARGE COMPLIANCE

#### PART 1 GENERAL

##### 1.01 WORK INCLUDED

- A. Prepare a Storm Water Pollution Prevention Plan (SWPPP) to control storm water discharges from construction activities during the Project that disturb one or more acres, and comply with all other requirements of the USEPA-NPDES Program.
- B. Scope of Work:
1. Work includes compliance with the U.S. Environmental Protection Agency (EPA), National Pollution Discharge Elimination System (NPDES) Regulations for Storm Water Discharges from construction sites, per 40 CFR, Parts 122, 123, and 124. Additional information on the EPA Construction General Permit (CGP) and SWPPP for construction activities can be found at:  
[https://www.epa.gov/sites/production/files/2017-06/documents/2017\\_cgp\\_final\\_permit\\_508.pdf](https://www.epa.gov/sites/production/files/2017-06/documents/2017_cgp_final_permit_508.pdf)  
<https://www.epa.gov/npdes/2017-construction-general-permit-cgp>
  2. Develop and submit a site-specific SWPPP prior to commencement of construction, and implement and maintain Best Management Practices (BMPs) identified in this plan to control erosion, pollution, sediment, and runoff during the construction of the Project. Storm water pollution prevention practices shall meet the current standards of the industry and all of the requirements of the current CGP. Contractor is encouraged to use the SWPPP template and reporting forms provided at the referenced web site.
  3. Contractor shall determine and identify in the SWPPP if the Project is in an Arid or Semi-Arid area as defined in Appendix A – Definitions and Acronyms, of the CGP.
  4. If the disturbed area is less than five acres, the Project duration is short and avoids the wet season, and the erosivity index (R factor) for the site is low, Contractor may apply for a Low Erosivity Waiver (LEW) Certification. The LEW calculation procedures and Certification Form are found on the referenced EPA websites. Contractor may use the calculation tool on the following EPA website to determine whether or not the site is eligible for a LEW.  
<https://www.epa.gov/npdes/rainfall-erosivity-factor-calculator-small-construction-sites>  
If the site is eligible for a LEW and Contractor properly submits the LEW Certification Form, Contractor is exempt from the requirements to prepare a SWPPP. Although the Contractor is not required to prepare a formal SWPPP document, it shall still be responsible for general good housekeeping of the site such as track-out prevention, concrete washout, erosion control, litter control, and any other appropriate efforts.

5. Contractor shall conduct site inspections, monitoring, and testing as required in the CGP and complete reports within the time required.
  6. Contractor shall maintain and update the SWPPP as necessary and required by the CGP.
  7. Contractor shall have the SWPPP available for review at all times.
  8. Contractor shall remove non-permanent BMPs at completion of the Project.
  9. All work specified in this Specification Section shall be provided by Contractor under the Bid Item listed in the Bid Form or, if no Bid Item is listed, shall be provided as incidental work at no additional cost to Owner.
- C. Compliance with Storm Drainage Discharge Requirements:
1. Contractor shall meet all requirements of the most current version of the NPDES General Permit for Discharge from Construction Activities (CGP).
  2. Contractor shall file a Notice of Intent (NOI) at least 14 days prior to commencing earth-disturbing activities and is required to use EPA's electronic NOI system or "eNOI system" to prepare and submit the NOI. In addition to submitting the Contractor's NOI, the Contractor shall assist the Owner in a timely fashion with the preparation and submittal of the NOI that is required to be submitted by the Owner.
  3. Contractor shall file a Notice of Termination (NOT) and is required to use EPA's electronic NOI system or "eNOI system" to prepare and submit the NOT. In addition to submitting the Contractor's NOT, the Contractor shall assist the Owner with the preparation and submittal of the NOT that is required to be submitted by the Owner.
  4. Owner will assist Contractor with the necessary information for preparation and certification of its subsequent NOI and NOT.
- D. Contractor shall also submit one (1) copy of the completed SWPPP to Owner at the time Contractor submits his NOI.
- E. By completing the NOI, Contractor is certifying to Owner that a SWPPP has been completed in conformance with the CGP Permit and is in Contractor's possession.
- F. Contractor is the designated "Operator" of the Permit and is solely responsible for execution of the Project construction in conformance with CGP Permit condition(s) and requirement(s), including work performed by any subcontractor(s). Contractor shall immediately correct conditions related to the Project that are in violation of Permit requirements. Failure by Contractor to correct such conditions in a timely manner may subject Contractor to fines and/or penalties.
- G. Contractor shall indemnify, defend, and hold Owner and its Representative(s) harmless from any fines and/or penalties issued for violations of Permit conditions.
- H. In the event Contractor fails to comply with NPDES Permit requirements, Owner retains the right to enter upon the Project site and perform corrective measures. Any costs associated with corrective measures shall be the responsibility of, and shall be paid by, Contractor. Owner shall be entitled to deduct such costs from remaining

Contract Amounts, and if insufficient Contract Amounts exist, Contractor shall reimburse Owner for any deficiency.

- I. If payment for the SWPPP is listed as a Bid Item in the Bid Form, payment shall be made in increments equal to the percent complete on the overall Project.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

## SECTION 01 78 39

### PROJECT RECORD DOCUMENTS

#### PART 1 GENERAL

##### 1.01 REQUIREMENTS INCLUDED

- A. Maintain one (1) printed record copy of the following record documents at the site for the Owner:
  - 1. Drawings
  - 2. Engineer's response to Requests for Information (RFIs)
  - 3. Engineer Field Orders or written instructions
  - 4. Accepted Shop Drawings, Product Data and Samples
  - 5. Field Test records
  - 6. Receipts for delivery of items to Owner
- B. Prepare and submit to Owner record utility location survey data as specified herein.

##### 1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in Contractor's field office apart from documents used for construction.
  - 1. Provide files and racks for storage of documents.
  - 2. Provide locked cabinet or secure storage space for storage of samples.
- B. File documents and samples in accordance with specification format.
- C. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by Engineer and Owner.

##### 1.03 MARKING DEVICES

- A. Provide felt tip marking pens for recording information in the color code designated by Engineer.

##### 1.04 RECORDING

- A. Label each document "PROJECT RECORD" in neat, large, printed letters.
- B. Record information concurrently with construction progress.
  - 1. Do not conceal any work until required information is recorded.

- C. Drawings: Legibly mark to record actual construction:
1. Changes made by addenda.
  2. Depths of various elements of foundation in relation to finish first floor datum.
  3. Horizontal and vertical locations of underground utilities and appurtenances, including bends in pipes; and internal utilities and appurtenances concealed in the construction. Measure and show locations on the Record Drawings by either:
    - a. Referenced to permanent surface features or referenced to visible and accessible features of the structure.
    - b. Or tabulate and plot coordinates on the Record Drawings measured using survey grade GPS or GNSS to an accuracy of 0.1 meter (4 inches) using a baseline tied into the project coordinate system control points.
  4. Field changes of dimension and detail.
  5. Changes made by Field Order or by Change Order.
  6. Details not on original Contract Drawings.
  7. For sewer lines: Invert elevations at manholes, line and manhole alignment and locations, and location of each service line referenced by distance from downstream manhole and distance from sewer centerline to end of service line.

#### 1.05 SUBMITTALS

- A. At Contract close-out, deliver Record Documents to Engineer for the Owner.
- B. Submit to-scale dimensioned electronic drawing files of major equipment items installed that were not the design basis manufacturer. Drawings shall show general arrangement plan and sections. Drawing files shall be in AutoCAD .dwg format.
- C. Submit hard copies and electronic files of record utility location survey data as specified in Part 3.
- D. Accompany submittals with transmittal letter in duplicate, containing:
1. Date
  2. Project title and number
  3. Contractor's name and address
  4. Title and number of each Record Document
  5. Signature of Contractor or his authorized representative

#### PART 2 PRODUCTS (NOT USED)

#### PART 3 EXECUTION

##### 3.01 RECORD UTILITY LOCATION SURVEY REQUIREMENTS

- A. Provide and pay for professional survey services required for the Project.
1. Survey work shall be performed by a land surveyor registered in the State of New Mexico, acceptable to Engineer and Owner. Submit name of surveyor prior to proceeding with survey.

- B. Contractor shall provide “as-built” horizontal and vertical utility location information in two (2) hard copies and an electronic file in AUTOCAD DWG (3D) format (AUTOCAD Release 14), and ArcGIS 10.3 Geodatabase file.
- C. The standard horizontal datum shall be the North American Datum 1983 (NAD83) and the survey shall be the New Mexico State Plane Coordinate System 1983 (NMSPCS83).
- D. The standard vertical datum shall be the North American Vertical Datum 1988 (NAVD88).
- E. Submit in electronic format.
- F. Provide description on the electronic file of survey control, horizontal datum, vertical datum used to prepare the “as-built” documents, including the following:
  - 1. Name, address, registration number, and telephone number of responsible professional land surveyor.
  - 2. Date survey is completed.
  - 3. Equipment used to conduct the survey.
  - 4. Horizontal and vertical control marks used to tie the survey to the NMSPC83 and NAVD88.
  - 5. Ground to Grid combined scale factor to be used.
  - 6. Map Projection: World Geodetic System WGS84 Web Mercator Auxiliary Sphere.
  - 7. Utility Line Work: Elevations shall be provided every 500 feet and at all grade break points, including all high and low points.
  - 8. Pipes and Appurtenances: All changes in elevations, i.e., top of pipe surfaces, pipe inverts, ground elevations (including hydrants and valves), etc. shall be measured and recorded.
  - 9. Layer and GIS Attributes to include:
    - a. Water Wells:
      - 1) Well: Casing inside diameter, pump setting depth below ground, if includes pitless adapter, if includes concrete cover pad.
      - 2) Well Pump: Type, manufacturer, model and impeller numbers, serial number, installation date.
      - 3) Meters: Type, manufacturer, model number, serial number, register multiplier.
    - b. Water Service Meters: Type, manufacturer, model number, serial number, register multiplier.
    - c. Air Valves: Type (air release, air/vacuum, combination, well service), manufacturer, model number, installation date.
    - d. Pressure Regulating Valves: Type (reducing, relief, sustaining, altitude), inlet size, port size, manufacturer, model number, pressure settings, installation date.
    - e. Buried Isolation Valves: Type (gate, butterfly, plug), size, manufacturer.
    - f. Fire Hydrants: Type (dry barrel, wet barrel), size, manufacturer, model number.

- g. Water and Sewer Pipes: Size, material, depth to top of water pipes, invert elevations of sewer pipes, date installed.
- h. Wastewater Lift Stations and Water Pump Stations:
  - 1) Pumps: Type, fluid pumped, manufacturer, model and impeller numbers, serial number, date installed.
  - 2) Pump Motors: Horsepower, voltage, phase, drive (constant speed or variable).
- i. Manholes: Depth, inlet and outlet pipe sizes.
- j. Chlorination Systems: Form of chlorine used (liquid bleach, tablets, gas, on-site generation), ventilation fans information, dose pump information (type, dose setting, manufacturer, model number, serial number), installation date.
- k. Tanks: Type (ground, buried, elevated), volume, diameter, height, overflow elevation, material (welded steel, bolted steel, concrete), installation date.

G. Survey Submittals:

- 1. Submit before certifying Project is substantially complete. Project will not be considered substantially complete without complete submittal of utility survey data and GIS attributes.

PART 4 PAYMENT

4.01 RECORD DRAWINGS

- A. Project record documents are incidental Work to the Contract Documents' Bid Items for which no separate payment will be made.
- B. No payment will be made to the Contractor for any portion of the Work for which the project record documents are not complete.

4.02 UTILITY SURVEY

- A. All surveying and GIS services are included in the Bid Schedule for this Work.

END OF SECTION



## SECTION 31 23 13

### SUBGRADE PREPARATION

#### PART 1 GENERAL

##### 1.01 WORK INCLUDED

- A. Preparing the completed subgrade prior to placement of subsequent pavement section components to the grade and dimensions indicated on the Drawings. This is inclusive of all processing, shaping, compacting, watering, protecting and any removal and replacement of unsuitable material to prepare the subgrade satisfactorily for completion of the pavement section.

##### 1.02 REFERENCES

- A. American Society for Testing and Materials International:
  - 1. ASTM D1556 – Density of Soil in Place by the Sand-Cone Method
  - 2. ASTM D1557 – Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft<sup>3</sup> (2,700 kN-m/m<sup>3</sup>))
  - 3. ASTM D2167 – Density of Soil in Place by the Rubber-Balloon Method
  - 4. ASTM D2216 – Laboratory Determination of Moisture Content of Soil
  - 5. ASTM D6938 – In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

##### 1.03 QUALITY ASSURANCE

- A. Testing Laboratory:
  - 1. Contractor shall provide material testing for quality control during subgrade preparation.

#### PART 2 PRODUCTS

##### 2.01 SUITABLE MATERIALS

- A. Suitable materials shall consist of materials obtained on site reviewed by the Engineer for the purpose of subgrade preparation.
- B. Any underlying soft or otherwise unsuitable material shall be removed and replaced with suitable material.
- C. Provide free of vegetation.

##### 2.02 WASTE

- A. Disposal of excavated materials shall be the responsibility of the Contractor. Excess material to be placed in location designated by Owner or Engineer.

## PART 3 EXECUTION

### 3.01 PREPARATION

- A. Excavations and embankments for the roads and site grading shall be finished to the shapes, dimensions, and elevations shown on the Drawings.
- B. Perform clearing operations prior to beginning excavation, grading, and embankment operations.
- C. Processed, watered, and compacted to not less than 90% of modified Proctor density (ASTM D1557) at optimum moisture content  $\pm 2\%$ , to a depth of 12 inches minimum.
- D. Material that cannot be processed satisfactorily to meet these specifications shall be considered unsuitable.

### 3.02 GRADING

- A. Provide uniform slopes and rounded changes in slope, free of low spots.
- B. The degree of grade control shall not deviate from true grade and profile more than one-half inch as measured by a 10-foot straight edge.
- C. Drainage:
  - 1. Provide and maintain positive surface water drainage around and away from open excavations.
  - 2. Keep opened excavations dry.
  - 3. Remove free water in excavation promptly.

### 3.03 FIELD QUALITY CONTROL

- A. Sample and Test:
  - 1. At intervals not to exceed 200 feet.
  - 2. At locations designated by the Engineer.

END OF SECTION

## SECTION 32 11 23

### AGGREGATE BASE COURSES

#### PART 1 GENERAL

##### 1.01 WORK INCLUDED

- A. Placement of crushed aggregate base course to the depths and grade as indicated on the Drawings.

##### 1.02 REFERENCES

- A. American Association of State Highway and Transportation Officials:
  - 1. AASHTO T 11 – Amount of Material Finer Than 75-um (No. 200) Sieve in Mineral Aggregates by Washing.
  - 2. AASHTO T 27 – Sieve Analysis of Fine and Coarse Aggregates.
  - 3. AASHTO T 89 – Determining the Liquid Limit of Soils.
  - 4. AASHTO T 90 – Determining the Plastic Limit and Plasticity Index of Soils.
  - 5. AASHTO T 96 – Resistance to Abrasion of Small Size Coarse Aggregate by Use of the Los Angeles Machine.
  - 6. AASHTO T 104, Soundness of Aggregate by Use of Sodium Sulfate or Magnesium Sulfate.
- B. American Society for Testing Materials International:
  - 1. ASTM D1557 – Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft<sup>3</sup> (2,700 kN-m/m<sup>3</sup>)).
  - 2. ASTM D6938 – In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).

##### 1.03 QUALITY ASSURANCE

- A. Allowable Tolerances:
  - 1. Thickness: In place compacted thickness will not be acceptable if exceeding 1 inch, plus or minus from thicknesses shown on Drawings.
  - 2. Surface Smoothness:
    - a. Test finished surface of base course for smoothness, using a 10 ft. straightedge applied parallel to and at right angles to centerline of roadway.
    - b. Check surfaced areas at intervals directed by Engineer.
    - c. Surfaces will not be acceptable if exceeding 3/8 inch in 10 ft.
- B. Testing Laboratory:
  - 1. Contractor will provide material testing for quality control during crushing and laying operations.

- C. Sieve Analysis:
1. The grading of the combined aggregates shall be within the designated limits, and shall not vary from the high percentage passing area on one sieve to the low percentage passing on an adjacent sieve. The material shall be uniformly graded from coarse to fine as indicated by a plot on a standard power gradation chart, and reviewed by the Engineer.

#### 1.04 SUBMITTALS

- A. Certificates:
1. Provide certificates.
  2. Certify that materials comply with specification requirements.
  3. Signed by material manufacturer and Contractor.
- B. Samples:
1. Provide samples of materials to laboratory for testing prior to placing.

### PART 2 PRODUCTS

#### 2.01 MATERIALS

- A. Aggregate for Base Course:
1. Coarse Aggregate: Sound, angular crushed stone, crushed or screened gravel.
  2. Fine Aggregate: Well graded natural sand or stone screenings.
  3. The several aggregate fractions shall be sized, uniformly graded, and combined in such proportions that the resulting composite mixture meets the following requirements when tested in accordance with AASHTO T 11 and T 27:

<u>Sieve Size</u>	<u>Percentage of Weight Passing</u>
1"	100
3/4"	80-100
No. 4	30-60
No. 10	20-45
No. 200	3-10

\*An approved NMDOT aggregate base course may be used in lieu of the gradations listed.

4. Resistance to Abrasion: Wear of 50% or less as determined by AASHTO T 96.
5. Soundness (coarse aggregate): Loss of 18% or less as determined by AASHTO T 104 (Magnesium Sulfate).
6. Liquid Limit: 25 or less as determined by AASHTO T 89.
7. Fractured faces: 50% or more of all plus No. 4 sieve material shall have 2 fractured faces (minimum).
8. Plasticity Index: 6 or less as determined by AASHTO T 90.

## PART 3 EXECUTION

### 3.01 PREPARATION

- A. Proof Roll:
  - 1. Proof roll prepared subgrade surface using heavy, rubber-tired rollers.
  - 2. Check for unstable areas.
  - 3. Check for areas requiring additional compaction.
- B. Loose and Foreign Material:
  - 1. Remove loose and foreign material from compacted subgrade surface immediately before placing aggregate base course.
  - 2. Use power brooms or blowers, and hand brooming as required.
  - 3. Do not displace subgrade material.
- C. Moisture Content:
  - 1. Do not place aggregate base course when the moisture content of the top 6 inches of subgrade exceeds +2% optimum as determined by ASTM D1557.

### 3.02 MIXING AND PLACING

- A. Provide a homogeneous mixture of unsegregated and uniformly dispersed materials as placed in position for compacting.
- B. Plant and equipment shall be adequate in all respects.
- C. Mix and place base course materials by the following method:
  - 1. Stationary Plant Method:
    - a. Mix base course material and water in an approved mixer.
    - b. Add water during mixing operation in the amount necessary to provide the optimum moisture content for placement plus or minus two percentage points.
    - c. After mixing, transport the base course material to the job site while it contains the proper moisture content.
    - d. Without delay, spread the base course material uniformly on the subgrade so that when compacted, it will conform to the finish thickness.

### 3.03 SHAPING AND COMPACTING

- A. Compacted Thickness:
  - 1. Maximum compacted thickness of any one layer: 6 inches.
- B. Compact to not less than 95% of maximum dry density as determined by ASTM D1557.
- C. Start rolling at the edge and proceed toward the center, except on superelevated curves, roll from the lower to the upper side.

- D. Continue blading, wetting, and rolling until a dense, smooth, unyielding and well-bonded base course is obtained for the full width and depth.

#### 3.04 FIELD QUALITY CONTROL

- A. Field control of density of in-place material will be determined in accordance with Nuclear Method, ASTM D6938.
- B. Field control of moisture content of in-place material will be determined in accordance with Nuclear Method, ASTM D6938.
- C. Sample and Test:
  - 1. Each layer of base course.
  - 2. At intervals not to exceed 200 linear feet.
  - 3. Sampled after base course has been mixed, laid down and initial compaction operation has begun.
  - 4. At locations directed by the Engineer.

#### 3.05 SCHEDULE

- A. New Mexico Department of Transportation crushed aggregate base course gradation I-B may be used for this project in place of the gradation and material properties specified in Part 2. Gradation and material properties must be current and certified by the New Mexico Department of Transportation. Thickness shall be as indicated on the Drawings.

END OF SECTION



# Colfax County

## Board of Commissioners

P.O. Box 1498 • Raton, New Mexico 87740  
Ph. (575) 445-9661 • Fax. (575) 445-2902  
[www.co.colfax.nm.us](http://www.co.colfax.nm.us)



### Resolution 2024-21

#### Support for a Convention of States

**WHEREAS**, it is a fundamental precept of American government that the best governance is that which is closest, most accessible, and most accountable to the people; and

**WHEREAS**, regardless of local and state fiscal responsibilities, the federal government continues to cause enormous unsustainable increases in its budget deficits and in the national debt, risking financial collapse and obligating our citizens and future generations to insurmountable financial burdens; and

**WHEREAS**, overreaching federal rules, mandates, and decisions imposed upon New Mexico's local governments and citizens without respect to local jurisdiction are often costly, unworkable, and oppressive; and

**WHEREAS**, a professionalized congress, whose members are more subject to the power of organized pressure groups than to the interests of the majority of the citizens, fails in its service to the American people and proves itself unresponsive to fiscal excess and government over-reach; and

**WHEREAS**, constitutionally applied mechanisms for establishing sound requirements for accountability of federal spending, power, and public service are necessary to the well- being of the people and their local governments;

**NOW THEREFORE BE IT RESOLVED**, the Colfax County Commission, in its duty to serve the best interests of its constituents, hereby calls upon the Legislature of the State of New Mexico to make application to Congress, under the provisions of Article V of the Constitution of the United States, for the calling of a convention of the states limited to proposing amendments to the Constitution of the United States to [1] impose fiscal restraints on the federal government, [2] limit the power and jurisdiction of the federal government, and [3] limit the terms of office for its officials and for Members of Congress.

Approved in open meeting this 14<sup>th</sup> day of May 2024.

#### County Commissioners

Si Trujillo  
Chairman  
Raton, NM 87740  
(505) 617-6893

Mary Lou Kern  
Vice Chairman  
Raton, NM 87740  
505-617-6895

Bret E. Wier  
Member  
P.O. Box 664  
Angel Fire, NM 87710  
(505) 652-0039

Monte K. Gore  
Colfax County Manager  
230 North 3rd Street  
Raton, NM 87740  
(575) 445-9661

#### Elected Officials

Lydia M. Garcia  
County Treasurer  
(575) 445-3171

Kristi E. Graham  
County Assessor  
(575) 445-2314

Royal Quint  
Probate Judge  
(575) 445-9565



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Resolution 2024-21  
Support for a Convention of States

### COLFAX COUNTY BOARD OF COMMISSIONERS

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\_\_\_\_\_  
Mary Lou Kern, VICE-CHAIR

\_\_\_\_\_  
Bret Wier, MEMBER

ATTEST:

\_\_\_\_\_  
Rayetta M. Trujillo, CLERK OF THE BOARD



# Right Click Technology Management Services

PO Box 367  
Folsom, NM 88419  
Brad Cell: (575) 707-2382 Kim Cell: (575) 447-7521  
Email: atwaterbk@bacavalley.com

## QUOTE



### CUSTOMER:

Colfax County  
Raton, NM  
Attn: Amadeo Soto

DATE: May 12, 2024

DESCRIPTION	Qty/Hrs	RATE	AMOUNT
SonicWall NSA2700 w/ 3 Year Secure Essential & Support* (Non-Taxable)	1.00	\$ 6,043.24	\$ 6,043.24
SonicWave 681 Wireless Access Point w/ SEC Wireless Network Management and 3 Year Support * (Non-Taxable)	16.00	\$ 1,134.32	18,149.12
Provisioning & Installation (Taxable)	30.00	\$ 175.00	5,250.00
* Included support refers to hardware support provided by SonicWall			
Hardware Portion of Quote Expires 5/17/2024			
*** Taxes are determined by work location			
SUBTOTAL			\$ 29,442.36
TAX RATE			8.2583%
SALES TAX			433.56
OTHER			
TOTAL			\$ 29,875.92

Make checks payable to: **Right Click Technology Management Services**

**WE APPRECIATE YOUR BUSINESS!**



# Colfax County

## Board of Commissioners

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Royal Quint  
Probate Judge  
(575) 445-9565

Senator Campos,

We thank you for your leadership, years of service and sacrifice for your constituents in District Eight and more so those of Colfax County! As the Colfax County Board of Commission, we were elected to lead a proud, decent, and good people. In this last legislative session, you took the initiatives of Colfax County though legislation and capital appropriation and pushed them though into law. Your actions help us as a commission to further better the lives of our constituents, meet our goals and stive for better days.

Since this legislation and capital appropriation has been signed into law, we as a commission have gone out and let our constituents know of the support we received from your office. In addition to the continued support and the impact it is going to have on our future.

It's up to us as leaders that through our actions and examples we must sustain and govern for all. We look forward to working with you to develop a closer relationship. We wish you the very best and know that we stand ready to help in any way we can.

Thank you and Godspeed,

### COLFAX COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Si Trujillo, CHAIRMAN

\_\_\_\_\_  
Mary Lou Kern, VICE-CHAIR

\_\_\_\_\_  
Bret Wier, MEMBER

ATTEST:

\_\_\_\_\_  
Rayetta M. Trujillo, CLERK OF THE BOARD



# Colfax County

## Board of Commissioners

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Probate Judge  
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Representative Sanchez,

We thank you for your leadership, service, and sacrifice for your constituents in District 40 and more so those of Colfax County! As the Colfax County Board of Commission, we were elected to lead a proud, decent, and good people. In this last legislative session, you took the initiatives of Colfax County though legislation and capital appropriation and pushed them though into law. Your actions help us as a commission to further better the lives of our constituents, meet our goals and stive for better days.

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Thank you and Godspeed,

**COLFAX COUNTY BOARD OF COMMISSIONERS**

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Mary Lou Kern, VICE-CHAIR

\_\_\_\_\_  
Bret Wier, MEMBER

ATTEST:

\_\_\_\_\_  
Rayetta M. Trujillo, CLERK OF THE BOARD



# Colfax County

## Board of Commissioners

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Probate Judge  
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Representative Chatfield,

We thank you for your leadership, years of service and sacrifice for your constituents in District 67 and more so those of Colfax County! As the Colfax County Board of Commission, we were elected to lead a proud, decent, and good people. In this last legislative session, you took the initiatives of Colfax County though legislation and capital appropriation and pushed them though into law. Your actions help us as a commission to further better the lives of our constituents, meet our goals and stive for better days.

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**COLFAX COUNTY BOARD OF COMMISSIONERS**

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Si Trujillo, CHAIRMAN

\_\_\_\_\_  
Mary Lou Kern, VICE-CHAIR

\_\_\_\_\_  
Bret Wier, MEMBER

ATTEST:

\_\_\_\_\_  
Rayetta M. Trujillo, CLERK OF THE BOARD

## Board of Commissioners



**Colfax County**  
*New Mexico*

**Dist. 1: Si Trujillo**  
Chairman  
505-617-6893

**Dist. 2: Mary Lou Kern**  
Vice Chair  
505-617-6895

**Dist. 3: Bret E. Wier**  
Member  
505-652-0039

**County Manger – Monte K. Gore**

P.O. Box 1498  
Raton, New Mexico 87740

Office. 575-445-9661  
Fax. 575-445-2902  
[www.co.colfax.nm.us](http://www.co.colfax.nm.us)

## **INDEPENDENT CONTRACTOR AGREEMENT**

**THIS AGREEMENT** entered into on this 7th day of May 2024, by and between the Colfax County, a New Mexico Corporation, 230 N 3<sup>RD</sup> Street, Raton, NM 88740 (CC) and Tai Etcheverry Pettigrew, CPA, Post Office Box 852 Tatum, New Mexico, (hereinafter referred to as "Contractor".)

**WHEREAS**, Colfax County has the need for and assistance with governmental accounting matters; and

**WHEREAS**, Contractor has the training, education and experience to perform that training assistance.

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

### **SECTION 1: ENGAGEMENT**

1. CCs hereby contracts with Contractor to perform the following projects for and on behalf of Cc: Assistance with governmental accounting matters.
2. The effective date of this Contract shall be May 7, 2024 and continue until June 30, 2024, or until the amount set forth in this Agreement has been used, whichever comes first.
3. It is understood that the Agreement shall be performed based upon hours and days to be determined by the Contractor and CC.

### **SECTION 2: COMPENSATION**

1. In consideration for the performance of this service, CC agrees to pay Contractor at the rate of One Hundred Dollars (\$100.00) per hour, plus applicable gross receipts taxes thereon. In addition, CC agrees to reimburse Contractor for actual expenses incurred, including lodging, meals and mileage.
2. In addition, CC agrees to reimburse Contractor for actual expenses incurred, including lodging, meals and mileage. In order to receive reimbursement, Contractor agrees to provide CC with actual receipts for said expenses, as well as mileage verification.
3. Contractor shall submit an invoice to CC on a weekly basis and CC agrees to promptly pay same.
4. It is understood and agreed that the Contractor's actual fee for this Contractor's actual are limited to Five Thousand Dollars (\$5,000), excluding reimbursements. Contractor shall notify CC when the amount has been reached.
5. Contractor and CC may agree to extend the terms of this Agreement subject to the County's procurement policy, Commission's approval and the County's budget availability by executing separate agreement, if it is determined that additional training and assistance is needed.

### **SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP**

1. Contractor agrees to perform the projects set forth herein solely as an Independent Contractor. This agreement does not create any actual or apparently agency, partnership, franchise or employer/employee relationship between the parties. Contractor is not authorized to enter into or commit CC to any agreements, and Contractor shall not represent himself as the agent of legal representative or employee of Colfax County.
2. Contractor shall not be entitled to participate in any health or retirement plans nor shall she be entitled to any remuneration, benefits, or expense other than specifically provided for in this Agreement. CC shall not be liable for taxes, Workmen's Compensation, unemployment insurance, employer's liability, employers FICA, social security, withholding tax, or other taxes or withholding for or on behalf of the Contractor or any other person consulted or employed by Contractor in performing the Service under this Agreement. All such costs shall not be Contractor's responsibility to pay and shall be added to the fixed fee.

### **SECTION 4: CONFIDENTIALITY**

In connection with the performance of the projects performed under this Agreement, Contractor may be exposed to confidential and proprietary information of CC, whether or not so identified (including without limitation this Agreement). Contractor agrees that unless approved by CC, in advance, Contractor will not disclose to any third party any of CC's confidential or proprietary information that comes into Contractor's possession.

### **SECTION 5: TERM AND TERMINATION**

1. The term of this Agreement shall commence on the effective date as stated above and shall continue until the Five Thousand Dollars (\$5,000) limit for hourly compensation is reached, provided however; the Agreement may be extended subject to conditions herein in this Agreement
2. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services resulting directly or indirectly or indirectly, from acts of GOD, civil or military authority, acts of the public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquake, floods, the elements, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation or any causes beyond the control of such party.
3. Upon termination of this Agreement, Contractor shall provide CC with any and all copies, in whole or part, of any materials and any and all tangible materials the Colfax County provided to Contractor in connection with this Agreement. Any and all materials prepared for and/or delivered to CC prior to termination shall remain CCS's.

## **SECTION 6: GENERAL TERMS**

1. The waiver by either party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any subsequent or other breach or violation.
2. This Agreement represents the entire Agreement between the parties. This Agreement may not be amended, changed or supplemented in any way except by written Agreement signed by both parties.
3. Contractor shall indemnify and hold harmless County, its officers and employees, against liability, claims, damages, losses, or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, Contractor's and/or its employees own negligent act(s) or omission(s) while Contractor and/or its employees performs or fails to perform its obligations and duties under this Agreement.
4. Contractor shall not assign or transfer any interest in this Agreement, nor assign any claims for money due or to become due under this Agreement, without the prior written approval of County.
5. Contractor shall not subcontract any portion of the services to be performed under this Agreement without prior written approval of County.
6. 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 County of Colfax Finance Department, Personnel Department, and the New Mexico Auditor. County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of County to recover any excessive or illegal payment.
7. The terms of this Agreement are contingent upon sufficient monies being made available by the County of Colfax for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the County of Colfax, this Agreement shall terminate upon written notice being given by County to Contractor. County's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.
8. Contractor, upon final payment of the amount due under this Agreement, releases the County, its officers and employees, from all liabilities, claims, and obligations whatsoever arising from or under this Agreement. Contractor agrees not to purport to bind the County of Colfax to any obligations not assumed herein by the County of Colfax, unless Contractor has express written authority to do so, and then only within the strict limits of that authority.
9. Contractor warrants that it currently 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. Contractor further covenants that, in the performance of this Agreement, no person having any such interest shall be employed by Contractor. Contractor warrants that it does not employ, has not employed, and will not employ during the term of this Agreement, any County employee while such employee was or is employed by the County and participating directly or indirectly in the County contracting process.
10. AMENDMENT: This Agreement shall not be altered, changed, or amended except by instrument in writing, executed by the parties hereto.



11. **SCOPE OF AGREEMENT:** This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter set forth, and all such covenants, agreements, and understandings have merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, shall be valid or enforceable unless embodied in this Agreement. No subsequent agreement or understanding, verbal or otherwise, shall be valid or enforceable unless incorporated by way of amendment as described in the AMENDMENT paragraph above.
12. The Colfax County Purchase Policy and Procedures Manual imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.
13. **EQUAL OPPORTUNITY COMPLIANCE:** Contractor agrees to abide by all Federal and State laws, rules, regulations, and executive orders of the Governor of the State of New Mexico pertaining to equal opportunity. In accordance with all such laws, rules, regulations, and executive orders of the governor of the State of New Mexico, Contractor agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age, or disability, be excluded from employment with or participating in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If Contractor is found to be not in compliance with these requirements during the term of this Agreement, Contractor agrees to take appropriate steps to correct the deficiencies.
14. **INSURANCE:** Contractor shall provide certification of insurance for workers' compensation, commercial liability, including automotive/ vehicle liability, and professional errors and omissions liability which is satisfiable to the County.
15. **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.
16. **WAIVER OF CONTRACTUAL RIGHT:** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
17. **SEVERABILITY:** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
18. This agreement shall be governed by New Mexico law, and the proper venue in this agreement shall be Colfax County.
19. **NOTICE:** All notices, requests, demands, or other communications required or desired or given hereunder or in connection herewith shall be in writing and shall be deemed to be duly given if delivered in person or mailed by certified or registered mail, postage prepaid, to the parties at the following addresses, or such other addresses as may from time to time be designated by the parties by written notice in the manner herein provided:

County of Colfax

230 North 3rd Street

Raton, New Mexico 87740

Attn: Monte Gore

Tai Etcheverry Pettigrew, CPA

---

Monte Gore, County Manager

Attest:

---

---

Tai Etcheverry Pettigrew, CPA

\*

# LESLIE TAI ETCHEVERRY, CPA

PO Box 852, Tatum, NM 88267 (575) 302.8084 ttiger\_1@yahoo.com

## CONSULTANT

### SUMMARY OF QUALIFICATIONS

Experienced finance professional with extensive and progressive experience in general and financial management in corporations and governmental entities combined with solid understanding of auditing principles and general concepts. Demonstrated capability in implementing internal controls within the context of business financial management systems. Adept at confirming data, assessing issues, and providing recommendations to superiors to strengthen internal control environment. Exhibit expertise in partnering with core business operations and developing productive cross-enterprise alliances. Proficient with Windows applications, including MS Word, Excel, and PowerPoint; Publisher; QuickBooks Pro; Adobe X Pro Paperless Management System; WordPerfect, Caselle and AS-400.

### AREAS OF EXPERTISE

- ☐ Operations Management
- ☐ Profit and Loss Administration
- ☐ Budget Management
- ☐ Financial Analysis
- ☐ Strategic Business Planning, Regulatory Compliance, and Auditing
- ☐ Policy and Procedures Development and Implementation

### PROFESSIONAL EXPERIENCE

#### **Consultant** • Lovington, NM

*-A consultant based out of Lea County, NM*

Consultant

January 2019-Present

- Works with various local governments to help them with month end financial reporting requirements.
- Strategizes with clients to come up with solutions for various problems faced by the entity.
- Provide technical assistance during audits.

#### **Lea County, New Mexico** • Lovington, NM

*-A county located in southern New Mexico*

Assistant Finance Director

July 2015-January 2019

- Manage the day to day operations of the finance department.
- Verify general ledger account funds, prepares trial balances, and examines entries for reasonableness. Prepares financial reports, verifies accounts receivables and accounts payable transactions.
- Performs preliminary research and analysis prior to audit; examines invoices, receipts, payments, and other transactions documents to prepare necessary worksheets and summaries to assist in the preparation of GAAP financial statements.
- Plans, organizes and conducts comprehensive reviews of Lea County Solid Waste Authority and Lea County Communications Authority accounting systems, compliance audits, grant management, and acts as the fiscal agent to two entities associated with the county.
- 

#### **City of Carlsbad** • Carlsbad, NM

*-A municipality located in southern New Mexico*

Internal Auditor

April 2013-June 30, 2015

- Verify general ledger account funds, prepares trial balances, and examines entries for reasonableness. Prepares financial reports, verifies accounts receivables and accounts payable transactions.
- Performs preliminary research and analysis prior to audit; examines invoices, receipts, payments, and other transactions documents to prepare necessary worksheets and summaries to assist in the preparation of GAAP financial statements.
- Plans, organizes and conducts comprehensive internal audits of City accounting systems, compliance audits, city programs, performance audits and report findings to the appropriate authorities.

#### **David Fritschy, CPA** • Carlsbad, NM

*-A regional accounting firm serving New Mexico and West Texas*

Staff Accountant II

May 2012-June 2012

- Prepared audit reports in accordance with applicable accounting principles and oversight agencies

# LESLIE TAI ETCHEVERRY, CPA

PO Box 852, Tatum, NM 88267 ☎ (575) 302.8084 ✉ ttiger\_1@yahoo.com

---

- Client base consisted of not for profit entities

**Accounting & Consulting Group, LLP** ▪ Carlsbad, NM  
- A regional accounting firm serving New Mexico and West Texas

---

## Staff Accountant II

June 2007-Feb 2011

- Formulated and completed audit programs and procedures required for financial, operational, and governmental audits
- Created and coordinated results of audit findings and recommendations to management and Board of Directors
- Prepared audit reports in accordance with applicable accounting principles and oversight agencies
- Client base consisted of city authorities, school districts, and other governments and quasi government entities
- Performed Agreed Upon Procedures, Reviews and Attestation engagements for clients in various industries
- Participated in the Firm Wide Audit Documentation & Quality Control Policy Committee
- Maintained fixed asset listing for monthly booking clientele

## EDUCATION

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**CPA License: NM #6735**

**Masters of Business Administration**, New Mexico State University ▪ Las Cruces, New Mexico (Fall 2005)

**Bachelor of Accountancy**, New Mexico State University ▪ Las Cruces, New Mexico (Fall 2003)

## Danielle Avila

---

**From:** Chris Garner <chris.garner@pbhcpa.com>  
**Sent:** Wednesday, May 8, 2024 4:38 PM  
**To:** Danielle Avila  
**Cc:** Monte Gore; Suzie Valdez  
**Subject:** RE: Procurement Question-Budget Consultant

Hi Danielle,

I think this would meet the need for an emergency purchase so when testing your procurement, we would not have an issue. Please retain this support. Thanks and let me know if you have any questions.

### **CHRIS GARNER**

*CPA, Partner*

5310 Homestead Rd NE, Bldg 1 Ste 100B, Albuquerque, NM, 87110

**m** | 505.681.4446

**p** | 505.266.5904 Ext. 416

**f** | 505.268.6444

**pbhcpa.com**



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SECURELY SEND ME FILES USING THE LINK BELOW

<https://www.clientaccess.com/sharesafe/#/PBH>

**From:** Danielle Avila <davila@co.colfax.nm.us>  
**Sent:** Wednesday, May 8, 2024 10:18 AM  
**To:** Chris Garner <chris.garner@pbhcpa.com>  
**Cc:** Monte Gore <mgore@co.colfax.nm.us>; Suzie Valdez <svaldez@co.colfax.nm.us>  
**Subject:** Procurement Question-Budget Consultant

**CAUTION! This email originated from an external source outside of Pattillo, Brown & Hill. Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Hello Chris,

Again, thank you for all your help as always!

Colfax County is in urgent need of assistance during this budget season, therefore we must contract with an Accounting/Budget Consultant. Because of the budget having to get processed, balanced and approved by our County Commission and then submitted to DFA in a timely manner, this is of the utmost importance, otherwise there will be financial consequences for the county.

I did reach out to a CPA, Tai Etcheverry. She has an extensive background in County Finance and is also very familiar with our financial software Triadic.

*Danielle Avila*

CPO | Accounts Payable  
Collax County Managers Office  
(575)445.9661  
[davila@co.collax.nm.us](mailto:davila@co.collax.nm.us)



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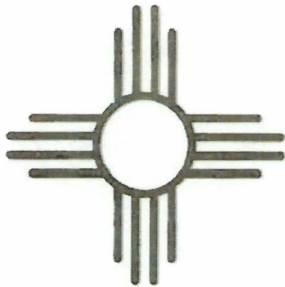
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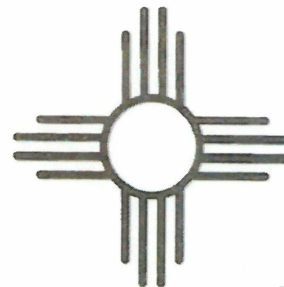
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*Colfax County*  
**Board of Commissioners**

P.O. Box 1498 • Raton, New Mexico 87740  
Phone: (575) 445-9661 • Fax: (575) 445-2902  
www.co.colfax.nm.us



**COLFAX COUNTY ORDINANCE**

**ORDINANCE NO. ~~2014-3~~ 2024-03**

**AN ORDINANCE AMENDING SECTION IX OF THE COLFAX COUNTY  
PERSONNEL POLICY AND PROCEDURES**

**ORDINANCE NO. 2004-2 -2014-3**

NOW, THEREFORE, by virtue of the power vested in us duly elected members of the Board of Commissioners of Colfax County, New Mexico, under the Laws of the State of New Mexico, we do hereby approve, ratify, adopt, and amend Section IX of Ordinance No. ~~2004-2~~. The Colfax County, Personnel Policy and Procedures as follows: 2014-3

**Section IX. Employee Salaries**

Up to 100%  
B. First Deputy salaries shall be a ~~minimum of 50% and maximum of 90%~~ of the elected official's salary. ~~The starting salary of the First Deputy will depend on experience; therefore, a First Deputy with no experience could start at 50% of the elected officials salary.~~

OK ~~2014-3~~ 2014-3  
Section IX, Paragraph B only of Ordinance No. ~~2004-2~~ is hereby repealed.

DONE in open meeting this 22<sup>nd</sup> day of July, 2014.

BOARD OF COMMISSIONERS OF  
COLFAX COUNTY, NEW MEXICO

Jim Maldonado  
JIM MALDONADO, CHAIRMAN

William E. Sauble  
WILLIAM E. SAUBLE, VICE-CHAIRMAN

James L. Newton  
JAMES L. NEWTON, MEMBER

ATTEST:

Freda L. Baca  
FREDA L. BACA  
CLERK OF THE BOARD

REC DATE: 08/01/14 REC TIME: 03:45 PM  
COLFAX COUNTY, NM FREDA L. BACA-COUNTY CLERK DOC# 201402128