



INVITATION TO BID:

BID NUMBER: 21-22-17

Renovations to the Bloomfield Fire Station #2

Fire Department

Jaime Jones
Contract Analyst
Phone: 505-334-4548
E-mail: jjones@sjcounty.net

Bid Opening Date: April 7, 2022
Time: 2:00 PM (Local Time)

Pre-Bid Conference: March 29, 2022
Time: 1:00 PM (Local Time)

NIGP Commodity Code: 959.35
Construction Services

PAYMENT TERMS:

Discounts will not be considered in computing lowest/best bid.

REQUIRED DELIVERY: As Specified

FOB POINT: As Specified

RETURNED SEALED BIDS TO:

SAN JUAN COUNTY
Purchasing Department
213 S. Oliver Drive
Aztec, NM 87410

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- **Only Bidders that complete and return the enclosed Acknowledgement of Receipt Form will receive addendums, if issued.**
 - **This bid is subject to the Terms and Conditions shown on the following pages and any/all additional instructions.**
 - **Do not return Invitation to Bid Form in case of "No Bid".**
 - **Bid must be received in the County Purchasing Department Office by the Bid Opening Date and Local Time as indicated above. Bids that are received after that date and time will not be accepted, and will be returned to the sender unopened.**
 - **Bid Offers shall be made on unaltered Bid Offer Forms furnished by San Juan County. Emailed Bids are not acceptable. Bids shall be submitted sealed. The outside package should clearly identify the project name and bid number, bid opening date, and name of bidder. Submit Bid Offer in accordance with the Invitation to Bid. Bidders may submit a Primary Bid and Alternate Bid(s). Each Bid must be sealed separately and the outside package should be clearly marked indicating if the Bid is Primary or Alternate.**

Failure of bidders to complete bidding documents in accordance with all instructions provided is cause for this office to reject bids.

Brand names and numbers are for reference only, equivalents will be considered. If bidding equivalent, bidders must be prepared to furnish complete data to prove product meets or exceeds specifications of the bid item.

THE PROCUREMENT CODE SECTIONS 13-1-28 THROUGH 13-1-99 NMSA 1978, IMPOSES CIVIL AND CRIMINAL PENALTIES FOR ITS VIOLATION. IN ADDITION, THE NEW MEXICO CRIMINAL STATUTES IMPOSE FELONY PENALTIES FOR BRIBES, GRATUITIES AND KICKBACKS.

ACKNOWLEDGEMENT OF RECEIPT FORM

BID NO.: 21-22-17

TITLE: Renovations to the Bloomfield Fire Station #2

74 PAGES (INCLUDING SUBCONTRACTOR LIST, BID BOND, NM STATE WAGE DECISION, SJC SAFETY & COMPLIANCE VERIFICATION PROGRAM, CHANGE ORDER PROCEDURES AND EXHIBIT A)

NOTE: ONLY POTENTIAL BIDDERS WHO COMPLETE AND RETURN THIS FORM WILL RECEIVE COPIES OF ADDENDUMS, IF ISSUED.

BIDDER INFORMATION:

In acknowledgement of receipt of the above referenced Bid Packet, the undersigned agrees that he/she has received a complete copy.

BIDDER NAME

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE NO.: _____

E-MAIL: _____

Please select which you would like to be listed as:

General Contractor Sub-Contractor Supplier Plan Room

RETURN TO:
Jaime Jones
Contract Analyst
SAN JUAN COUNTY
(505) 334-4548
jjones@sjcounty.net

Emailed copies of the Acknowledgement of Receipt form will be accepted.
Emailed Bid responses will not be accepted.

TERMS AND CONDITIONS

(Unless otherwise specified)

1. **GENERAL.** When the County Chief Procurement Officer issues a purchase document in response to the Vendors bid, a binding contract is created.
2. **FORM OF SUBMISSION.** Bid Offers shall be made on unaltered Bid Offer Forms furnished by San Juan County. Bidders are requested to provide one (1) original Bid. The outside package should identify the project name, bid number, bid opening date and name of bidder. Bidders may submit a Primary Bid and Alternate Bid(s). Each Bid must be sealed separately and the outside package should be clearly marked indicating if the Bid is Primary or Alternate.
3. **DEBARRED OR SUSPENDED CONTRACTORS.** A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of \square 13-1-177 through \square 13-1-180, and 13-4-11 through \square 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with San Juan County and shall not be considered for award of the contract during the period for which it is debarred or suspended.
4. **VARIATION IN QUANTITY.** No variation in quantity of any item called for in this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process, and then only to the extent, if any, specified elsewhere in this order.
5. **ASSIGNMENT.**
 - A: Neither the order, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Vendor, except as expressly authorized in writing by the County Chief Procurement Officer. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - B: Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the County as to goods, services, and materials purchased in connection with this bid are hereby assigned to the County.
6. **DISCOUNTS.** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise or invoice, whichever is later.
7. **INSPECTION.** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed, at the Vendor's risk and expense, promptly after notice of rejection.
8. **INSPECTION OF PLANT.** The County Chief Procurement Officer may inspect, at any reasonable time, the part of the contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
9. **LIABILITY.** The Vendor agrees that San Juan County shall not be held liable for any costs incurred in preparation of this bid.
10. **COMMERCIAL WARRANTY.** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such supplies or services, and that the rights and remedies provided herein shall extend to the County and are in addition to, and do not limit any rights afforded to the County by any other clause of this order. Vendor agrees not to disclaim warranties fitness for a particular purpose of merchantability.
11. **TAXES.** The unit price shall exclude all County/State taxes. Wherever requested in bid response, Vendor shall submit taxes on total bid as a separate unit. Bids shall be awarded on unit price without regard of tax.
12. **PACKING, SHIPPING and INVOICING.**
 - A: The County's purchase document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipment. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - B: Upon delivery, the Vendor's invoice shall be submitted to Accounts Payable, 100 S. Oliver Drive, Aztec, NM 87410, duly certified and shall contain the following information: Purchase order number, description of supplies or services, quantities, unit prices and extended totals. Separate invoices shall be

rendered for each and every complete shipment.

C: In accordance with NMSA 1978, Section 13-1-158 (1997) of the New Mexico Procurement Code, the Vendor may assess late payment charges on past due accounts (thirty days past receipt and acceptance of the complete order of goods or services by the County) at the rate of one and one-half percent (1½ %) per month of the unpaid balance. Paragraph C of this section also states that if payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

13. **DEFAULT.** The County reserves the right to cancel all or any part of this order without cost to the County, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to acts of God or the public enemy, acts of the State or Federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and defaults of subcontractors due to any of the above, unless the County shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery schedule. The rights and remedies of the County provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

14. **NON-COLLUSION.** In signing this bid, the Vendor certifies that he/she has not, either directly or indirectly, entered into any action in constraint of free competitive bidding in connection with this proposal submitted to the County Procurement Administrator.

15. **NON-DISCRIMINATION.** Vendors doing business with San Juan County must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act, (Rev., 1979), and the Americans Disabilities Act of 1990. (Public Law 101-336).

16. **RESIDENT PREFERENCE.**

IN-STATE RESIDENT CONTRACTOR PREFERENCE. To be eligible for the 5% resident contractor's preference, the contractor shall include a copy of their certificate with their quote and in-state resident preference number on the Bid Offer page, pursuant to Section 13-4-2 NMSA 1978. Each Contractor may obtain a New Mexico In-State Resident Contractor Preference Certificate Number through the State of New Mexico, Department of Taxation and Revenue, 505-827-0951.

RESIDENT VETERAN CONTRACTOR PREFERENCE. To be considered for the 10% resident veteran contractor preference, the contractor shall include a copy of their certificate with their quote and include their resident veteran preference number on the Bid Offer page, pursuant to Section 13-4-2 NMSA 1978

17. **ITEM/EQUIPMENT CONDITION.** All bid items are to be new and of most current production, unless otherwise specified.

18. **BEST PRICING CONDITION.** The bid award does not preclude price changes if deemed beneficial to the County. In recognition of market price fluctuation, Vendor agrees to provide bid items at best possible price to SJC including any available discounts or special pricing that applies. Bid prices reflect the upper limit that applies. Bid prices reflect the upper limit that may be charged for any particular item.

19. **SAMPLES.** Unless otherwise indicated in the bid specifications, samples of the items-when required- shall be furnished free of expense to the County prior to the time set for the opening of bids. Samples not destroyed or mutilated in testing will be returned upon request by mail-express or freight-COLLECT. Each sample must be labeled to clearly show the bid number, item number and bidders name-regardless of any attempt by bidder to condition the bid. Unsolicited bid samples or descriptive literature which are submitted at the bidder's risk, will not be examined or tested, and will not vary from any of the provisions of the Invitation to Bid.

20. **BID AWARD.** San Juan County is not obligated to award to lowest bidder, but reserves the right to accept and/or reject any and all bids, in whole or in part, to waive technical irregularities, and to award to the bidder whose bid is deemed to be in the best interest of the County. The County reserves the right to waive minor irregularities and also reserves the right to waive mandatory requirement(s) so long as all responding vendors fail to meet the mandatory requirement(s) and the failure to do so does not otherwise materially effect the procurement.

Determination of lowest bidder:

Following determination of product acceptability, if any is required, bids will be evaluated to determine which bidder offers the lowest cost to the County in accordance with specifications, terms, & conditions set forth. The County

reserves the right to award this Invitation to Bid in total; by groups of items; on the basis of individual items; or any combination of these; or as otherwise specified in bid terms. Alternate Bids may be considered so long as the Primary Bid submitted is the lowest bid meeting the specifications and requirements. Bidders may submit a Primary Bid and Alternate Bid(s). Each Bid must be sealed separately and the outside package should be clearly marked indicating if the Bid is Primary or Alternate.

21. **RIGHT TO DISCONTINUE PROCUREMENT.** The County reserves the right to cancel this INVITATION TO BID at any time, and to reject any or all bids, or otherwise to proceed in the best interests of the County. This in no manner obligates the County or any of its agencies to the eventual purchase of any product or service, whether explicitly described or implied herein, until confirmed by a written contract and/or Purchase Order.

22. **FOB DESTINATION.** Destination: Means goods are to be delivered to the destination identified in the Purchase Order by the user, which is the point at which the user accepts ownership or title to goods. Laws of New Mexico specifically prohibit acceptance of ownership of goods in transit. ANY exception to FOB Destination may cause a bid to be declared non-responsive.

23. **INSURANCE REQUIREMENTS.** Contractor shall carry and maintain insurance from an insurance company or companies with a Best Rating of A, or better, authorized to do business in the State of New Mexico in the following amounts:

***(Construction, Services, or Installation Only)**

General Liability - \$1,000,000 CSL
(Combined Single Limits)

Auto Liability - \$1,000,000 CSL
(Combined Single Limits)

Workers Compensation – Statutory limits pursuant to the New Mexico Workers Compensation Act.

The certificate shall specifically provide that the coverage afforded under the policy or policies will not be cancelled or be materially changed until prior written notice has been given to the County. The County shall be named as additional insured on the General Liability Insurance policy. **The Contractor shall supply a copy of the appropriate certificates of insurance to the County for each year in which the contract is in effect.**

24. **LATE BIDS.** Any bid received after the specified time and date will be declared a "Late Bid" and will NOT be considered.

25. **SPECIAL INSTRUCTIONS.**

A. To preclude possible errors and/or misinterpretations, bid prices must be affixed LEGIBLY in ink, or typewritten. Corrections or changes must be signed or initialed by bidder prior to scheduled bid opening. Failure to do so will be just cause for rejection of bid. The Bid shall be stated in both numerals and written words. In case of discrepancies, the amount in written words shall govern.

B. Clarifications and questions must be addressed to the County Chief Procurement Officer in sufficient time to provide a written response to all prospective bidders.

C. Bids may be withdrawn upon receipt of written request, prior to scheduled bid opening for the purpose of making any corrections and or changes. Such corrections must be properly identified and signed or initialed by bidder. Re-submittal must also be prior to scheduled bid opening for consideration.

D. After bid opening, no modifications on bid prices or other provisions shall be permitted. A low bidder alleging a material mistake of fact-after bids have been opened-may be permitted to withdraw the bid upon written request prior to award at the discretion of the County Chief Procurement Officer. Bidders shall hold their bid pricing for sixty (60) days after bid opening.

E. Specifications on the bid are not meant to exclude any bidder or manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and are NOT intended to restrict competition. "No Substitute" specifications may be authorized ONLY if required to match existing equipment.

SPECIFICATIONS AND REQUIREMENTS

SCOPE OF SERVICES/BACKGROUND

A subsurface investigation was completed by Geomat Inc., Project No. 212-3810 of the Bloomfield Fire Station #2 building in Bloomfield, New Mexico. Attached as Exhibit A is the findings report and recommendations for underpinning the existing portions of the building. At this time, San Juan County Fire Department is seeking a contractor to perform only Option A, Item 11, Install 11 helical piers as shown on the pal. Include required excavation, foundation preparation, brackets, and all other resources required to provide the piers as shown.

San Juan County is seeking lump sum bids for construction services for the renovations to the Bloomfield Fire Station #2 located at 3306 N. 1st Street, Bloomfield, NM 87413. Project layout and specifications are as shown on the plans entitled, "Bloomfield Fire Station No. 2, San Juan County, New Mexico, Building Rehabilitation", prepared by Geomat, Inc., dated December 2, 2021, pages 30 and 31.

The Work under this contract includes all material, labor, tools, expendable equipment, utility and transportation services and all incidental items. All items and materials supplied under this solicitation shall meet and comply with all current applicable Federal, State and local laws, codes standards and regulations.

METHOD OF AWARD.

This Bid will be awarded to the lowest responsive and responsible bidder meeting the specifications and requirements taking into account the Resident/Veterans Preference set forth in this document. San Juan County reserves the right to waive irregularities, reject offers, in whole or in part, and award this Bid in the best interest of the County.

PRICING / DELIVERY.

Pricing which is bid and accepted pursuant to this solicitation shall be inclusive of all materials (i.e. permits), and preparation/installation/labor. Price all products as delivered F.O.B.: Destination - include any shipping charges in unit price; ownership transfers at destination point.

Payment shall be made to the Independent Contractor only. The use of any subcontractors shall be the responsibility of the Independent Contractor.

The wage decision will only apply to bids that exceed \$60,000.

PRE-BID CONFERENCE.

A pre-bid conference will be held on **March 22, 2022 at 1:00 pm** at the Bloomfield Fire Station #2, 3306 N. 1st Street, Bloomfield, NM 87413.

RESIDENT PREFERENCE.

IN-STATE RESIDENT CONTRACTOR PREFERENCE. To be eligible for the 5% resident contractor's preference, the contractor shall include a copy of their certificate with their bid and in-state resident preference number on the Bid Offer Form, pursuant to Section 13-4-2 NMSA 1978. Each Contractor may obtain a New Mexico In-State Resident Contractor Preference Certificate Number through the State of New Mexico, Department of Taxation and Revenue, 505-827-0951.

RESIDENT VETERAN CONTRACTOR PREFERENCE. To be considered for the 10% resident veteran contractor preference, the contractor shall include a copy of their certificate with their bid and include their resident veteran preference number on the Bid Offer Form, pursuant to Section 13-4-2 NMSA 1978.

EXAMINATION.

Contractors shall thoroughly examine the Bid document and visit the construction site as necessary to obtain first-hand knowledge of all proposed work, any existing infrastructure and local site conditions. Contractors will not be entitled to additional compensation or any extension of the contract time for failure to do so. There shall be no allowance for anticipated profits. San Juan County will provide reasonable access, as requested. Contractors shall also familiarize themselves with Federal, State and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of work. Submission of a bid constitutes a representation by the Contractor that the Contractor has made all appropriate examinations,

investigations and tests and has made provision as to the cost thereof in his quotation.

AMENDMENT.

A Contractor may submit an amended bid, so long as the amended bid is submitted prior to the date and time when bids are opened. An amended bid must be complete, as it will be substituted for the earlier bid(s), and must be clearly identified as an amendment to the bid. No reference to the amount of the original bid(s) shall be made in any amended bid. Any such reference in an amended bid may disqualify that bid.

WITHDRAWAL.

A Contractor may withdraw its bid at any time prior to the date and time when bids are opened. A Contractor requesting to withdraw a bid must submit a written request signed by the Contractor's duly authorized representative(s). A Contractor may request withdrawal of a bid by fax, but to be effective, written confirmation shall also be mailed and postmarked on or before the date of the bid opening. Withdrawal of a bid pursuant to this section shall not disqualify any Contractor from submitting a subsequent bid, so long as the subsequent bid complies fully with the requirements for submissions of bids herein.

EXECUTION OF BID.

Each bid shall be signed by person(s) legally authorized to bind the Contractor to a Contract. A bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Contractor.

COLLUSION- GENERAL BID

The Bidder, by submitting a bid, certifies that the bid is genuine and is not sham or collusive, or made in the interest, or on the behalf of any person not named as bidder, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation, to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure himself an advantage over any other bidder. The Procurement Code Sections 13-1-28 through 13-1-99 N.M.S.A. 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

WAGE RATES.

Wage rates are required on this project if the bid amount exceeds \$60,000. Wage Decision Number **SJ-22-0418-B** has been issued for this project. Employees of any contractor or subcontractor participating in the work shall be paid not less than the minimum wage rates of the State of New Mexico as published by the State Labor and Industrial Commission. A copy of the wage rates which have determined to be applicable to the work are included in bid specifications. **Bidders are reminded that all contractors and their subcontractors must submit certified weekly payroll records biweekly to the San Juan County Finance Department, 100 South Oliver Drive, Aztec, New Mexico 87410, subject to the terms of the New Mexico Public Works Minimum Wage Act.**

The wage decision will only apply to bids that exceed \$60,000.

QUALIFICATIONS/WORK REQUIREMENTS.

The Contractor shall be qualified and licensed to perform the required work under applicable licensing statutes of the State of New Mexico and other applicable regulatory agencies, and shall comply with all applicable Federal, State and local government codes, laws, regulations, and requirements in the performance of the work described herein. The Contractor(s) must have valid license(s) to perform all services as requested.

Owner may make such investigations as necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as Owner may request, including but not limited to proof of financial resources, production or services facilities, personnel and experience adequate to complete the project. Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is qualified to carry out the obligations of the Contract and to complete the work described herein. Bidder shall also construe this provision to incorporate any necessary investigation and/ or monitoring during the life of the Contract to enforce any current policy of San Juan County, such as, but not limited to, no smoking, no alcoholic beverages on Owner's property. As a general rule, any such regulation or law applying to Owner's personnel shall be deemed to be in force for Contractor's work force occupying any work site.

AUTHORIZATION/INSPECTION/CORRECTION OF WORK.

All services and materials furnished by the Contractor shall be subject to inspection and acceptance by the County. Services will be authorized, coordinated, and inspected by designated personnel from the County department requesting the services. If requested, the representative shall be contacted before commencement of work at the beginning of each workday and again at the conclusion of each workday.

The Contractor shall promptly correct all work rejected by the County as faulty, defective, or failing to conform to this Agreement, whether observed before or after substantial completion of the work, and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected work.

PERMITS.

The Contractor(s) shall obtain all applicable work permits, if required, to perform all services under this agreement. The actual cost of the permit shall be invoiced to San Juan County, along with a copy of the permit.

LICENSING.

The bidder awarded the contract shall possess and shall obtain and hold such licenses as are reasonably required to accomplish his or her duties.

PERFORMANCE AND PAYMENT BONDS.

Performance and Payment Bonds shall be furnished by the successful Contractor in accordance with the Supplementary Conditions of the Contract (A312-2010 Payment and Performance Bonds).

INSURANCE.

A current Certificate of Insurance shall be furnished by the successful Contractor in accordance with the Supplementary Conditions of the Contract.

BID SECURITY.

Bid security is required on this project if the bid amount exceeds \$25,000. Each bid shall be accompanied by a cashier's check, money order or bank draft payable to San Juan County in the amount of five (5) percent of the amount of the bid. Alternatively, a bid bond in the amount of five (5) percent of the bid may be submitted along with the bid. If a bid bond is submitted, it shall be issued by a surety company authorized by the State of New Mexico to issue such bonds, and shall be submitted on A310 - 2010. The attorney executing the bid bond on behalf of the surety company shall affix to the bond a certified and current copy of his or her Power of Attorney. If, within ten (10) days after the notice of acceptance of the bid, the bidder refuses to enter into a contract or fails to furnish performance and labor and material payment bonds as required, the bid security shall be forfeited as liquidated damages, not as a penalty. The bid security of the three (3) lowest bidders shall be retained until one of the following occurs: (1) a contract is signed and required bonds and insurance documents are filed; (2) the specified time has elapsed to permit withdrawal of bids; or (3) all bids have been rejected.

SUBCONTRACTOR'S LIST.

Contractors shall submit the following information pursuant to Public Works Section 13-4-31 through 13-4-43, NMSA 1978, for completion of the subcontractor's list form, provided in the bid. Each Contractor who submits a bid shall list on the form, each category of the work that will be done by each Subcontractor, and the name of each Subcontractor, proposed to perform the project work, in excess of \$5000, along with the City or County of the place of business of each Subcontractor, and other relevant information. The completed list must be submitted along with the Contractor's bid. Any bid submitted which fails to comply with this paragraph will be deemed non-responsive and will not be accepted. When a Contractor enters into a Contract and therefore becomes the Contractor, the County will promptly inform the Contractor whether or not the Owner (the County), after due investigation, has reasonable objection to any such proposed Subcontractor. Failure of the Owner (the County) to inform the Contractor promptly of its objections to each proposed Subcontractor shall not constitute notice of no reasonable objection.

Pursuant to the Public Works Section 13-4-33, NMSA 1978, Definitions, a "Subcontractor" means a contractor who contracts directly with the contractor.

In compliance with Public Works Section 13-4-36 C & D, NMSA 1978, Substitution of Subcontractor, no Contractor whose bid is accepted shall permit any subcontract to be voluntarily assigned or transferred or allow

it to be performed by anyone other than the original Subcontractor listed in the original bid without the consent of San Juan County.

No Contractor whose bid is accepted, other than in the performance of change orders causing changes or deviations from the original contract, shall sublet or subcontract any portion of the work in excess of the listing threshold as to which his original bid did not designate a Subcontractor unless:

- (1) The Contractor fails to receive a bid from a category of work. Under such circumstances, the Contractor may subcontract. The Contractor shall designate on the listing form that *NO BID WAS RECEIVED* or;
- (2) *The Contractor fails to receive more than one bid for a category of work. Under such circumstances, the Contractor may subcontract. The Contractor shall state on the listing form that ONLY ONE SUBCONTRACTOR'S BID WAS RECEIVED, together with the name of the subcontractor. This designation shall not occur more than one time on the subcontractor list.*

LABOR ENFORCEMENT FUND CERTIFICATION.

Each Contractor who submits a bid (including their Subcontractors if at a specific cost threshold) must be registered under the Labor Enforcement Fund with the New Mexico Department of Workforce Solutions on the date bids are unconditionally accepted for consideration for bid award and must remain actively registered in order to perform work under this solicitation. The Contractor selected for award of a contract shall provide documentation to verify compliance with this paragraph prior to execution of a contract. Contractors may obtain additional information on the requirements of the Labor Enforcement Fund program at www.dws.state.nm.us (Public Works - Public Works Projects – Additional Forms - Labor Enforcement Fund Form) or by calling (505) 841-4405. The Contractor selected for award of a contract shall provide documentation to verify compliance with this paragraph prior to execution of a contract.

RIGHT TO DISCONTINUE PROCUREMENT.

The County reserves the right to waive minor irregularities in a bid. The County also reserves the right to waive mandatory requirement(s) so long as all responding bidders fail to meet the mandatory requirement(s) and the failure to do so does not otherwise materially effect the procurement. The County reserves the right to cancel this Request for Bids at any time, and to reject any or all bids, or otherwise to proceed in the best interests of the County. This Request for Bids in no manner obligates the County or any of its agencies to the eventual sale or lease of any product or service, whether explicitly described or implied herein, until confirmed by a written contract and/or Purchase Order.

NOTICE OF AWARD.

A Notice of Award will be presented to the successful Contractor along with the Agreement. The Contractor will be required to sign and return the Notice of Award and agreement, along with the required certificates of insurance, and performance and payment bonds, within ten (10) calendar days from the date of issuance.

NOTICE TO PROCEED.

Upon return of the signed Notice of Award, signed Agreement, and Insurance and Bonds, a Notice to Proceed will be presented to the Contractor for signature, setting the time frame for substantial completion. Until such time that the Notice to Proceed has been issued by the County, the Contractor should refrain from performing any work on the project

CONTRACT TIMES.

If awarded a contract, the bidder shall list on the Bid Offer page the number of Calendar Days for completion of the work after issuance of the Notice to Proceed.

LIQUIDATED DAMAGES.

Bidder agrees to pay as liquidated damages, the following sum for each consecutive calendar day thereafter that the work remains uncompleted.

\$250.00/Calendar Day

SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION.

In order to protect the lives and health of employees under the contractor and subcontractor, the contractor and subcontractor shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by DOL regulations (29 CFR Part 5).

SAN JUAN COUNTY SAFETY & COMPLIANCE CONTRACTOR SAFETY VERIFICATION PROGRAM.

The Contractor awarded a contract under this solicitation will be required to comply with the County's Safety & Compliance Contractor Safety Verification Program. To ensure safe work practices, the County's Safety and Compliance Manager will work closely with the Contractor and his Sub Contractors during construction, and will require completion of the Assessment Questionnaire.

INDEPENDENT CONTRACTOR.

The bidder awarded a price agreement under this solicitation is an independent contractor and shall perform its obligations under this agreement, as it deems necessary and appropriate. The County will not supervise or regulate the Contractor in the day-to-day performance of this Agreement. The successful Contractor and its officers, directors, agents and employees, are independent contractors performing services for the County and are not employees of the County. The successful Contractor, and its officers, directors, agents, and employees, shall not accrue leave, retirement, insurance bonding, use of County vehicles or any other benefits afforded to employees of the County. The successful Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the required services.

INDEMNITY.

The Contractor agrees, as material consideration for this Agreement, to defend, indemnify, and hold harmless the County, its Elected Officials, Agents, and employees from and against any and all claims arising out of any asserted negligent act, error or omission of the Contractor, its officers, directors, employees or agents or arising in any way from this agreement or the Contractor's activities hereunder. The indemnity agreed to in this paragraph shall not extend to liabilities, claims, damages, losses or expenses, including attorney fees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the County, or the agents or employees of the County, or the giving of or the failure to give directions or instructions by the County, or the agents or employees of the County, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

CODES / LAWS / REGULATIONS.

The Contractor shall be properly licensed and shall comply with all applicable Federal, State and local government codes, laws, regulations, and requirements in the performance of the work described herein. The procurement code sections 13-1-28 through 13-1-99 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

GOVERNING LAW.

Any agreement awarded to a Contractor, as a result of this solicitation, shall be governed in accordance with the laws of the State of New Mexico.

QUESTIONS / SUGGESTIONS.

Questions and/or suggestions concerning this Invitation to Bid shall be submitted in writing no later than seven (7) days prior to the Bid Opening Date and shall be directed to:

Jaime Jones, Contract Analyst
Phone: 505-334-4548
E-mail: jjones@sjcounty.net

Bidders are specifically notified that any attempt to contact any person other than the party listed above concerning this procurement, may be cause to reject said respondent(s) from further consideration.

Note: Information provided in this Invitation to Bid shall only be used for the purpose of submitting a Bid Offer to the County and shall not be used, released, or disclosed for any other purpose or use.

BID OFFER PAGE
BID NO. 21-22-17

Renovations to the Bloomfield Fire Station #2

LUMP SUM BID AMOUNT to install 11 helical piers as shown on the plan. \$ _____
Include required excavation, foundation preparation, brackets, and all other
resources required to provide piers as shown. (Option A, Item 11 only).

TOTAL BID AMOUNT _____

TOTAL BID AMOUNT (WRITTEN) _____

TIME OF COMPLETION _____ CALENDAR DAYS

EXCEPTIONS _____

BUSINESS _____

ADDRESS _____

DATE _____ PHONE # _____ FAX # _____

EMAIL: _____

NM PREFERENCE NO. _____

CONTRACTOR'S NEW MEXICO LICENSE NO. _____

NMDWS CERTIFICATION/REGISTRATION NO. _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: (FEIN #): _____

BIDDER ACKNOWLEDGES RECEIPT OF ADDENDA (IF ANY) _____, _____, _____, _____.

By signing, I affirm I am authorized to represent my firm and to provide the services required according to this bid response.

AUTHORIZED REPRESENTATIVE (SIGNATURE) _____

AUTHORIZED REPRESENTATIVE (PRINT) _____

CONTRACTOR'S CHECKLIST:

The following items shall be included with the Bid Offer Form.

1. Bid Offer Form.
2. NM Business/Veterans Preference Certificate (if applicable).
3. Subcontractor List
4. Bid Bond

ATTACHED DOCUMENTS

SUBCONTRACTOR'S LIST
BID BOND, AIA 310
NEW MEXICO WAGE DECISION
SAN JUAN COUNTY SAFETY & COMPLIANCE CONTRACTOR SAFETY VERIFICATION PROGRAM
CHANGE ORDER PROCEDURES

EXHIBIT A: Bloomfield Fire Station No. 2 San Juan County, New Mexico Building Rehabilitation

APPLICABLE CONTRACT DOCUMENTS (Not Included)

AIA A101-2017 AGREEMENT BETWEEN OWNER/CONTRACTOR
AIA A201-2017 GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION
SAN JUAN COUNTY SUPPLEMENTARY CONDITIONS
AIA A312-2010 PERFORMANCE BOND / PAYMENT BOND
NOTICE OF AWARD
NOTICE TO PROCEED

APPLICABLE CLOSE OUT DOCUMENTS (Not Included)

AIA G702-1992 APPLICATION AND CERTIFICATE FOR PAYMENT
AIA G703-1992 CONTINUATION SHEET
AIA G704-2017 CERTIFICATE OF SUBSTANTIAL COMPLETION
AIA G706-1994 CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS & CLAIMS
AIA G706A-1994 CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS
AIA G707-1994 CONSENT OF SURETY TO FINAL PAYMENT

SUBCONTRACTOR LIST

Subcontractor Listing Threshold for this project \$5000

Bidders shall submit the following information pursuant to Section 13-4-31 through 13-4-43 NMSA 1978 with emphasis added for completion of this form.

Each Contractor who submits a bid shall list on this form, the name of each Subcontractor proposed to perform work in excess of \$60,000.00 for each category of the work that will be done by each Subcontractor, the City or County of the place of business of each Subcontractor, the License Number of each Subcontractor, and other relevant information. In addition, the Contractor shall also indicate on this form *the New Mexico Department of Workforce Solutions Registration/Certification Number for those proposed Subcontractors whose bid amounts are \$60,000.00 and above*. The Contractor shall list only one (1) Subcontractor for each category/nature of work.

Pursuant to the Public Works Section 13-4-33, NMSA 1978, Definitions, a "Subcontractor" means a contractor who contracts directly with the contractor.

(Emphasis Added) In compliance with Public Works Section 13-4-36 C & D, NMSA 1978, Substitution of Subcontractor, no Contractor whose bid is accepted shall permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original Subcontractor listed in the original bid without the consent of San Juan County.

No Contractor whose bid is accepted, other than in the performance of change orders causing changes or deviations from the original contract, shall sublet or subcontract any portion of the work in excess of the listing threshold as to which his original bid did not designate a Subcontractor unless:

- (1) The Contractor fails to receive a bid from a category of work. Under such circumstances, the Contractor may subcontract. The Contractor shall designate on the listing form that *NO BID WAS RECEIVED* or;
- (2) *The Contractor fails to receive more than one bid for a category of work. Under such circumstances, the Contractor may subcontract. The Contractor shall state on the listing form that ONLY ONE SUBCONTRACTOR'S BID WAS RECEIVED, together with the name of the Subcontractor. This designation shall not occur more than one time on the subcontractor list.*

<u>Subcontractor:</u>	<u>Category of Work:</u>	<u>City or County of Business:</u>	<u>Phone #:</u>	<u>License No.:</u>	<u>Over \$60,000?</u>	<u>NM Workforce Solutions No. (if over \$60,000)</u>
_____	_____	_____	_____	_____	√	_____
_____	FEIN#: _____	_____	_____	_____	_____	_____
_____	FEIN#: _____	_____	_____	_____	_____	_____
_____	FEIN#: _____	_____	_____	_____	_____	_____
_____	FEIN#: _____	_____	_____	_____	_____	_____

SUBCONTRACTOR LIST Continued

<u>Subcontractor:</u>	<u>Category of Work:</u>	<u>City or County of Business:</u>	<u>Phone #:</u>	<u>License No.:</u>	<u>Over \$60,000?</u>	<u>NM Workforce Solutions No. (if over \$60,000)</u>
_____	_____	_____	_____	_____	<u>Y</u>	_____
_____	FEIN#: _____	_____	_____	_____	_____	_____
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_____	FEIN#: _____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	FEIN#: _____	_____	_____	_____	_____	_____

ADVERTISEMENT FOR BIDS
BID 21-22-17

Bidders are invited to submit sealed bids for the **Renovations to the Bloomfield Fire Station #2.**

Bids to complete this work will be received by San Juan County, New Mexico, Office of Central Purchasing, at 213 South Oliver Drive, Aztec, New Mexico, 87410, until **2:00 p.m. (local time), April 7, 2022** at which time and place all bids will be publicly opened and tabulated. Bids received after 2:00 pm shall not be accepted.

The Bid and Contract Documents may be obtained on the San Juan County Website. When utilizing the County's website, please complete the Acknowledgement Form that is posted within the bid document so you can be listed as Plan Holder, and will automatically receive addendums, if issued. You are reminded that you are solely responsible for checking the County's website for updates. **Please feel free to visit our Website, www.sjcounty.net, Click on the "Bids, Proposals & Vendors" icon to access the bid. Hard copies of the project will NOT be provided.**

A Pre-Bid Conference will be held at **1:00 p.m. (local time) on March 29, 2022** at the **Bloomfield Fire Station #2, 3306 N. 1st Street, Bloomfield, NM 87413.**

NOTICE OF REGISTRATION REQUIREMENT. Bidders are reminded that in order to be considered for bid award, all contractors (including their subcontractors if at a specific cost threshold) **must be actively registered under the Labor Enforcement Fund with the New Mexico Department of Workforce Solutions on the date bids are unconditionally accepted for consideration for bid award and must remain actively registered in order to perform work under this solicitation.** The Contractor selected for award of a contract shall provide documentation to verify compliance with this paragraph prior to execution of a contract.

The Owner reserves the right to reject any or all Bids and to waive information or irregularities in the Bidding.

NIGP Code: 959.35

LEGAL NOTICE: Publish: **March 13, 2022**



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

San Juan County
100 S. Oliver Dr.
Aztec, NM 87410

BOND AMOUNT: \$

PROJECT:

(Name, location or address, and Project number, if any)

Renovations to the Bloomfield Fire Station #2
1298 N. 1st Street
Bloomfield, NM 87413

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this day of ,

(Witness)

(Witness)

(Contractor as Principal)

(Seal)

(Title)

(Surety)

(Seal)

(Title)



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

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.



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

WWW.DWS.STATE.NM.US

Subcontractor

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

Additional Information

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

CONTACT INFORMATION

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

TYPE "B" – GENERAL BUILDING

Effective January 1, 2022

Trade Classification	Base Rate	Fringe Rate	Apprenticeship
Asbestos Workers/Heat and Frost insulators	34.51	12.06	0.60
Asbestos Workers/Heat and Frost insulators: Los Alamos County	36.94	12.06	0.60
Boilermaker/blacksmith	34.88	32.28	0.60
Boilermaker/blacksmith: San Juan County	35.83	31.88	0.60
Bricklayer/Block layer/Stonemason	24.97	9.50	0.60
Carpenter/Lather	26.48	12.14	0.60
Carpenter: Los Alamos County	29.24	13.94	0.60
Millwright/pile driver	35.08	27.57	0.60
Cement Mason	22.04	10.73	0.60
Electricians-Outside Classifications: Zone 1			
Ground man	24.57	11.74	0.60
Equipment Operator	35.25	16.06	0.60
Lineman/technician	44.32	18.08	0.60
Cable Splicer	48.75	19.19	0.60
Electricians-Outside Classification: Zone 2			
Ground man	24.57	11.74	0.60
Equipment Operator	35.25	16.06	0.60
Lineman/technician	44.32	18.08	0.60

Cable Splicer	48.75	19.19	0.60
Electricians-Outside Classifications: Los Alamos County			
Ground man	25.27	11.76	0.60
Equipment Operator	36.27	16.09	0.60
Lineman/technician	45.47	18.36	0.60
Cable Splicer	49.59	19.50	0.60
Electricians-Inside Classifications: Zone 1			
Wireman/ low voltage technician	35.20	12.21	0.60
Cable Splicer	38.72	12.31	0.60
Electricians-Inside Classification: Zone 2			
Wireman/ low voltage technician	38.37	12.30	0.60
Cable Splicer	41.89	12.41	0.60
Electricians-Inside Classification: Zone 3			
Wireman/ low voltage technician	40.48	12.36	0.60
Cable Splicer	44.00	12.47	0.60
Electricians-Inside Classification: Zone 4			
Wireman/low voltage technician	44.35	12.48	0.60
Cable Splicer	47.87	12.58	0.60
Electricians-Inside Classification: Dona Ana, Hidalgo, Luna and Otero Counties			
Wireman/low voltage technician	31.42	8.87	0.60
Cable splicer	30.77	8.64	0.60
Electricians-Inside Classification: Los Alamos County			
Wireman/low voltage technician	40.48	14.38	0.60
Cable Splicer	44.00	14.67	0.60
Elevator Constructor	46.54	37.49	0.60

Elevator Constructor Helper	37.48	37.49	0.60
Glazier			
Journeyman/ Fabricator	21.00	6.45	0.60
Delivery Driver	11.50	6.45	0.60
Ironworker	27.70	17.89	0.60
Painter	17.75	8.20	0.60
Paper Hanger	17.75	8.20	0.60
Drywall Finisher/Taper - Light Commercial & Residential			
Ames tool operator	26.21	8.00	0.60
Hand finisher/machine texture	25.21	8.00	0.60
Plasterer	23.95	9.59	0.60
Plumber/Pipefitter	33.10	13.10	0.60
Roofer	26.34	9.16	0.60
Sheet metal worker			
Zone 1	34.54	17.92	0.60
Zone 2 – Industrial	35.54	17.92	0.60
Zone 3 – Los Alamos County	36.54	17.92	0.60
Soft Floor Layer	20.75	8.45	0.60
Sprinkler Fitter	32.67	23.46	0.60
Tile Setter	24.46	8.81	0.60
Tile Setter Helper/Finisher	16.53	8.81	0.60
Laborers			
Group I- Unskilled and semi-skilled	18.75	7.52	0.60
Group II- Skilled	19.75	7.52	0.60
Group III- Specialty	22.00	7.52	0.60
Masonry Laborers			
Group I- Unskilled and Semi-Skilled	19.75	7.75	0.60
Group II- Skilled	21.50	7.75	0.60
Group III- Specialty	22.00	7.75	0.60

Operators			
Group I	22.63	7.67	0.60
Group II	24.79	7.67	0.60
Group III	25.25	7.67	0.60
Group IV	25.69	7.67	0.60
Group V	25.88	7.67	0.60
Group VI	26.09	7.67	0.60
Group VII	26.20	7.67	0.60
Group VIII	29.24	7.67	0.60
Group IX	31.63	7.67	0.60
Group X	35.03	7.67	0.60
Truck Drivers			
Group I-VII	16.65	8.27	0.60
Group VIII	16.71	8.27	0.60
Group IX	18.65	8.27	0.60

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

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



San Juan County Safety & Compliance Contractor Safety Verification Program

County Policy Statement

Contractors and subcontractors must comply with all applicable federal, state and county laws, ordinances, and guidelines for the health and safety of employees when performing construction work for San Juan County. The San Juan County Safety and Compliance Contractor Safety Verification Program will require contractors and subcontractors to demonstrate the initiation, maintenance, and supervision of all safety precautions and programs in connection with a construction project. The personal safety and health of contractors' and subcontractors' employees is of primary importance, and the prevention of occupationally induced injuries and illnesses is of such consequence that it will be given precedence over operating productivity whenever necessary.



San Juan County Executive Officer



Safety and Compliance Manager

STANDARD PRACTICE INSTRUCTION**DATE:** _____**SUBJECT:** Contractor Safety Verification Program**REGULATORY STANDARD:** All applicable Federal, State and Local Safety and Health regulatory requirements including but not limited to: OSHA - 29 CFR.**BASIS:** It is the responsibility of the host General Contractor to ensure the safety of all workers conducting business on the site. When a General Contractor arranges to have employees of another employer (sub-contractors) perform work that involves activities that may put personnel at risk, the General Contractor must inform the sub-contractor that the workplace contains specific hazards and that the work to be done is permitted only if all workers have the proper training, equipment and work conditions to accomplish the task(s) in a safe manner.**GENERAL:** The Contractor will ensure that safe work practices are used by Contractor personnel to provide for the control of hazards during operations such as lockout / tagout, confined space entry, welding, trenching, walking/working surfaces or piping, and general safety within our facilities. At the request of the County, the Contractor shall provide information regarding the Contractor's safety performance and programs to ensure that occupational safety and health policies have been established and are being followed.**RESPONSIBILITY:** The Contractor shall be responsible for complying with this program, and the Safety and Compliance Manager will monitor the Contractor's compliance.**Contents of the Contractor Safety Verification Program**

1. Written Program.
2. Statement of Policy.
3. Routine Contractor Compliance Inspections.
4. Contractor Safety Meetings.
5. Specific Safety Standards Requiring Contractor Safety Compliance.
6. Contractor Training Compliance.
7. Contractor Safety Questionnaire.

San Juan County Contractor Safety Verification Program

1. Written Program. San Juan County may review and evaluate this standard practice instruction:

- On an annual basis
- When changes occur to 29 CFR that prompt revision of this document
- When facility operational changes occur that require a revision of this document
- When there is an accident or close-call that relates to this area of safety
- When changes occur to related document that prompts a revision of this document; and/or
- Anytime the procedures fail

Effective implementation of this program requires support from all levels of Contractor management. This written program will be communicated to all personnel.

2. Statement of Policy. This policy is designed to establish a process to assist Contractors to accomplish desired job tasks without compromising the safety and health of employees at the designated site. The Contractor must assure that all employees and sub-contractors: 1) are trained to perform the job safely, 2) can recognize the hazards related to the job, and 3) are knowledgeable of other applicable provisions of Federal, State and Local safety and health regulatory requirements.

2.1 Initiation of work. Prior to the initiation of the Contractors' work at the site all contract employers will be informed of the applicable provisions of the facility emergency action plan and all other required information as required by relevant Federal, State and Local safety and health regulations.

3. Contractor Disclosure. As a means to assist contract employees to follow the safety rules of the facility, including safe work practices required by relevant regulations and policies, the following criteria and information relating to the Contractor may be reviewed by the Safety Compliance Manager.

3.1 Information relating to the Contractor's safety performance and programs;

3.2 Methods of informing the contractor, sub-contractors, architect / engineer and San Juan County personnel of known potential hazards related to the Contractor's work and applicable provisions of the facility emergency action plan;

3.3 Safe work practices to control the entrance, presence and exit of any persons in covered process areas, or other areas where known hazards exist;

3.4 Evaluation of Contractor performance in complying with specific safety standards;

3.5 Contract employee injury and illness logs related to safety standards (see section 8);

3.6 A list of unique hazards presented by Contractors' work or potential hazards generated by the Contractor in the workplace that are reported to San Juan County, such as: use of hazardous chemicals, excessive noise or dust generation, etc.

4. Routine Contractor Compliance Inspections. Routine Contractor compliance inspections will be conducted periodically when contractors are on site. The inspection will be made to insure working conditions conform to the best management practices regarding Contractor safety compliance.

4.1 Inspection team composition. The Contractor inspection team may be comprised of representatives of San Juan County and the Contractor.

4.2 Inspection Intervals. The Safety and Compliance Manager will coordinate inspection dates and times with all assigned inspection team members. The team may conduct inspections on a monthly basis or more frequently as needed while work is in progress.

4.3 Inspection report. The Safety and Compliance Manager will develop a Contractor safety report based on the inspection items noted during the inspection. **Imminent danger situations will be immediately addressed with the personnel responsible for correcting deficiencies and documented on the inspection report.** The following items will be accomplished:

4.3.1 The report will be distributed immediately to personnel responsible for correcting deficiencies noted during the inspection. A copy will also be given to the County Contract Administrator (the person designated by the County to administer the Contract for the project).

4.3.2 The report will be distributed to all supervisors and key management personnel affected by the Contractor's operation. Supervisors will brief the results to all employees under their control. A copy of the report will be posted in a conspicuous place for review.

4.3.3 The Safety and Compliance Manager will develop a report of deficiencies noted to determine jobs/areas that have high incidence Contractor non-compliance. These areas will be emphasized during future inspections and meetings.

4.3.4 Any deficiencies noted shall be immediately corrected by the Contractor. Corrective actions will be tracked to completion.

5. Contractor Safety Meetings.

5.1 Contractor meeting agendas. The General Contractor may develop agendas serving various topics of importance to the Contractor Safety Verification Program.

5.2 Contractor meeting schedules. Contractor safety meetings will be conducted at least once a month or on an "as needed" basis, and when operational changes to equipment, facilities, or the job occurs that impact the Contractor Safety Verification Program.

5.3 Administration update meetings. Contractor safety topics will be included in the agenda of selected staff meetings. The Safety and Compliance Manager will keep the County Contract Administrator informed of Contractor safety performance developments should issues arise.

6. **Specific Safety Standards Requiring Contractor Safety Compliance.** The following standards will be reviewed if the Contractor engages in activities that could fall under the jurisdiction of the specific standard:

APPLICABLE OSHA STANDARDS: Below are listed a sampling of OSHA Standards that require Contractor Safety Compliance in specific areas. The Contractor must determine any other standards that relate to specific safety conditions for the project. Please check the appropriate standards that will apply to the job:

_____ 29 CFR 1910.119	Process Safety
_____ 29 CFR 1910.120	HAZWOPER
_____ 29 CFR 1910.Subpart E	PPE
_____ 29 CFR 1910.146	Confined Space
_____ 29 CFR 1910.147	Lockout Tagout
_____ 29 CFR 1910.178	Powered Industrial Trucks
_____ 29 CFR 1910.252	Welding Safety
_____ 29 CFR 1910.1200	HAZCOM
_____ 29 CFR 1926 Subpart M	Fall Protection
_____ 29 CFR 1926 Subpart N	Cranes, Derricks and Hoist
_____ 29 CFR 1926 Subpart Q	Concrete and Masonry
_____ 29 CFR 1926 Subpart R	Steel Erection
_____ 29 CFR 1926 Subpart P	Excavations
_____ 29 CFR 1926 Subpart L	Scaffolding
_____ 29 CFR 1926 Subpart G	Signs, signals, barricades
_____ List additional standards	

7. **Contractor Training Compliance.** All Contractors will ensure that their employees are properly trained about known fire, explosion and / or toxic hazards, uncontrolled energy, confined spaces, and any other hazard(s) related to their jobs.

7.1 Contractors used by San Juan County are required to provide training to their employees in the work practices necessary for their specific job. Additionally, San Juan County, in coordination with the Contractor, may conduct job hazard analyses to identify, and evaluate and control processes involving highly hazardous chemicals.

7.2 Whenever there are outside contractors present, coordination with the General Contractor is mandatory. For example, the General Contractor will inform the subcontractor (and vice versa) when equipment cannot be touched, re-energized or restarted.

7.3 Safe working practices on site remain the responsibility of the General Contractor. Proper understanding and practice of working safely can be determined by observation, interviews with employees (contractors, subcontractors, or contract employees), and OSHA reports. Any reports generated as a result of an incident shall be provided to the Safety and Compliance Manager.

7.4 Contractors used by San Juan County must:

7.4.1 Ensure that their employees are trained in safe work practices needed to perform the job.

7.4.2 Ensure their employees are instructed in the known potential fire, explosion, or toxic release hazards related to the job and the applicable provisions of the facility emergency action plan.

7.4.3 Document that their employees have received the required training.

7.4.4 Ensure that their employees follow the project safety rules and work practices.

7.4.5 Advise San Juan County of unique hazards presented by the Contractor's work.

8. Contractor Safety Questionnaire. The following questionnaire will be used to provide an initial assessment of the scope of a Contractors Safety Program (see next page).

PURPOSE: The purpose of this questionnaire is to provide San Juan County with necessary information about the Contractor's safety program. All items must be completed.

Company Name: _____

Address: _____

Safety Director: _____ Phone #: _____
 (Person responsible for safety) FAX #: _____
 Email: _____

1. Accident/Injury Experience

Using last year's OSHA 300 Log or Worker's Compensation Documentation, fill in the following:

- A. Number of recordable injuries/illnesses _____
- B. Number of restricted work days _____
- C. Number of lost work days _____
- D. Number of fatalities _____
- E. Employee hours worked last year _____
- F. Number of Injuries/illnesses requiring hospitalization _____

2. Safety Program

- A. Does your company have a written safety program?
 Yes _____ No _____

Is the program revised/updated annually?
 Yes _____ No _____

- B. Does your written program contain a statement that your company abides by all federal (OSHA), state and local rules and regulations relating to safe work practices?
 Yes _____ No _____

- C. Do you have a new hire orientation program pertaining to safety training?
 Yes _____ No _____

- D. Does it include any training on the following? (If your company has a handbook, please submit a copy). Mark all that apply

Head Protection _____

Eye Protection _____

Hearing Protection _____

Respiratory Protection _____

Emergency Procedures _____

Hazardous Substances _____

Trench and Evacuation _____

Barricades _____

Safety Belts & Lifelines or Fall Protection ____ Electrical Safety ____
 Scaffolding ____ Rigging and Crane Safety ____
 Housekeeping ____ Hand and Power ____
 Fire Protection ____ Tool Safety ____
 Hand Protection ____ Others ____
 Confined Space Entry ____

E. Do you have a foreman safety training program?
 Yes ____ No ____

F. Do you conduct regular safety meetings?
 Yes ____ No ____
 How often? _____

G. Are records of the training kept on site?
 Yes ____ No ____

H. Do you generate accident investigation reports?
 Yes ____ No ____

I. Do you perform project safety inspections?
 Yes ____ No ____

Who conducts them? Name _____

Job Title _____

How often? _____

3. Lockout/Tagout

A. Does the work that you are contracting for involve any "Lockout/Tagout" situations?
 Yes ____ No ____

If yes, please submit a copy of your written Lockout/Tagout procedures.

4. Hazard Communication

A. Does the work that you are contracting for, involve the use of any "Hazardous Substances"?
 Yes ____ No ____

If yes, please submit a copy of your written hazard communication program and material safety data sheets for any hazardous substance that you will be using in your work.

5. Confined Spaces

A. Does the job involve working in a "Confined Space"?

Yes _____ No _____

B. If yes, include your work plan, copies of training certification for the list of employees, entry permit and who will be in the permit-required confined space.

6. Elevated Work and Fall Protection

A. Does the work that you are contracting for involve any "Elevated Work"?

Yes _____ No _____

If yes, please submit a copy of your fall protection and elevated work policy and procedures.

7. Powered Industrial Vehicles

A. Does the work that you are contracting for, involve the use of any powered industrial vehicles? (I.e., fork trucks, highlifts, etc.)

Yes _____ No _____

B. Have designated people been trained and certified on such?

Yes _____ No _____

C. Are all certified drivers current on their recertification?

Yes _____ No _____

9. Key Personnel

List the key on-site people for this project.

Name: _____
Title: _____
Projects 1. _____
2. _____
3. _____

Name: _____
Title: _____
Projects 1. _____
2. _____
3. _____

Recommendations: _____

Comments: _____

For use by San Juan County

Approved *Yes ____ No ____

I certify that I have conducted a review of the information contained in this questionnaire.

* Further detail on attachment: Yes ___ No__

Name: _____ Signature: _____

Title: _____ Date: _____ Time: _____

ASSESSMENT QUESTIONNAIRE RETENTION INFORMATION

Permanent Retention File: _____ Location: _____

Date Filed: _____ Filed By: _____

CHANGE ORDER PROCEDURES

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Promptly implement Change Order procedures.
 - 1. Provide full written data required to evaluate changes.
 - 2. Maintain detailed records of work done on a time-and-material/force account basis.
 - 3. Provide full documentation to the designated San Juan County Representative upon request.
- B. Designate in writing the member of Contractor's organization:
 - 1. Who is authorized to accept changes in the work.
 - 2. Who is responsible for informing others in the Contractor's employ of the authorization of changes in the Work.
- C. Owner will designate in writing the person who is authorized to execute Change Orders on behalf of San Juan County.

1.2 RELATED REQUIREMENTS

- A. Agreement: The amounts of established unit prices.
- B. Conditions of the Contract:
 - 1. Methods of determining cost or credit to Owner resulting from changes in Work made on a time and material basis.
 - 2. Contractor's claims for additional costs.
- D. Section 00810: Modifications to General Conditions.
- E. Section 01152: Applications for Payment.
- F. Section 01310: Construction Schedules.
- G. Section 01630: Substitutions.
- H. Section 01720: Project Record Documents.

1.3 DEFINITIONS

- A. Modification Change Request: See General Conditions
- B. Change Order: A written order to the Contractor, signed by Owner's designated representative, which amends the Contract Documents as described, and authorizes Contractor to proceed with a change which affects the Contract Sum or the Contract Time, for inclusion in a subsequent Change Order.
- C. Architect's Supplemental Instructions, AIA Document G710. A written order, instructions, or interpretations, signed by the San Juan County Representative making minor changes in the Work not involving a change in Contract Sum or Contract Time.

1.4 PRELIMINARY PROCEDURES

- A. Owner or San Juan County Representative may initiate changes by submitting a Proposal Request to Contractor. Request will include:
 - 1. Detailed description of the Change, Products, and location of the change in the Project.
 - 2. Supplementary or revised Drawings and Specifications.
 - 3. The projected time span for making the change, and a specific

statement if overtime work is authorized.

4. A specific period of time during which the requested price will be considered valid.
 5. Such request is for information only, and is not an instruction to execute the changes, nor to stop Work in progress.
- B. Contractor may initiate changes by submitting a written notice to San Juan County Representative, containing:
1. Description of the proposed changes.
 2. Statement of the reason for making the changes.
 3. Statement of the effect on the Contract Sum and the Contract Time.
 4. Statement of the effect on the work of separate contractors.
 5. Documentation supporting any change in Contract Sum or Contract Time, as appropriate.

1.5 CONSTRUCTION CHANGE AUTHORIZATION

- A. In lieu of Proposal Request, San Juan County Representative may issue a construction change authorization for Contractor to proceed with a change for subsequent inclusion in Change Order.
- B. Authorization will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change, and will designate the method of determining any change in the Contract Sum and any change in Contract Time.
- C. Owner or San Juan County Representative will sign and date the Construction Change Authorization as authorization for the Contractor to proceed with the changes.

Contractor may sign and date the Construction Change Authorization to indicate agreement with the terms therein.

1.6 DOCUMENTATION OF PROPOSALS AND CLAIMS

- A. Support each quotation for a lump-sum proposal, and for each unit price which has not previously been established, with sufficient substantiating data to allow San Juan County Representative to evaluate the quotation.
1. CONTRACTOR SHALL PROVIDE WRITTEN DOCUMENTATION AND COST PROPOSALS WITHIN 10 DAYS OF RECEIPT OF ANY PROPOSAL REQUEST, CONSTRUCTION CHANGE AUTHORIZATION. IF WRITTEN DOCUMENTATION IS NOT RECEIVED BY SAN JUAN COUNTY REPRESENTATIVE WITHIN 10 DAYS, NO EXTRA CHARGES OR INCREASES IN CONTRACT TIME WILL BE ALLOWED.
 2. Contractor shall submit breakdown of costs on enclosed form.
- B. Unless specified otherwise, provide data to support time and cost computations:
1. Labor required.
 2. Equipment required.
 3. Products required.
 - a. Recommended source of purchase and unit cost.
 - b. Quantities required.
 4. Taxes, insurance and bonds.
 5. Credit for work deleted from Contract, similarly documented.
 6. Overhead and profit.
 7. Justification for any change in Contract Time.
 8. Use copies of form at end of this section.
 9. Each Sub-Contractor and the General Contractor shall submit breakdown on form provided.

C. Support each claim for additional costs, and for work done on a time-and-material/force account basis, with documentation as required for a lump-sum proposal, plus additional information:

10. Name of the Owner's designated representative who ordered the work, and date of the order.
11. Dates and times work was performed, and by whom.
12. Time record, summary of hours worked, and hourly rates paid.
13. Receipts and invoices for:
 - a. Equipment used, listing dates and times of use.
 - b. Products used, listing of quantities.
 - c. Subcontracts.

D. Document requests for substitutions for Products as specified in Section 01630.

1.7 PREPARATION OF CHANGE ORDERS

A. San Juan County Representative will prepare each Change Order.

B. Form: Change Order: AIA Document G701 (2001).

C. Change Order will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change.

D. Change Order will provide an accounting of the adjustment in the Contract Sum and in the Contract Time.

1.8 LUMP SUM/FIXED PRICE CHANGE ORDER

A. Content of Change Orders will be based on, either:

1. San Juan County Representative's Proposal Request and Contractor's responsive Proposal as mutually agreed between Owner and Contractor.
2. Contractor's Proposal for a change, as recommended by San Juan County Representative.

B. Owner or San Juan County Representative will sign and date the Change Order as authorized for the Contractor to proceed with the changes.

C. Contractor may sign and date the Change Order to indicate agreement with the terms therein.

1.9 UNIT PRICE CHANGE ORDER

A. Content of Change Orders will be based on, either:

1. San Juan County Representative's definition of the scope of the required changes.
2. Contractor's Proposal for a change, as recommended by San Juan County Representative.
3. Survey of completed work.

B. The amounts of the unit prices to be:

1. Those stated in the Agreement.
2. Those mutually agreed upon between Owner and contractor.

C. When quantities of each of the items affected by the Change Order can be

determined prior to start of the work:

1. Owner or San Juan County Representative will sign and date the Change Order as authorization for Contractor to proceed with the changes.
2. Contractor may sign and date the Change Order to indicate agreement with the terms therein.

D. When quantities of the items cannot be determined prior to start of the work:

1. San Juan County Representative or Owner will issue a construction change authorization directing Contractor to proceed with the change on the basis of unit prices, and will cite the applicable unit prices.
2. At completion of the change, San Juan County Representative will determine the cost of such work based on the unit prices and quantities used.
3. San Juan County Representative will sign and date the Change Order to establish the change in Contract Sum and in Contract Time.
4. Owner or San Juan County Representative and Contractor will sign and date the Change Order to indicate their agreement with the terms therein.

1.10 TIME AND MATERIAL/FORCE ACCOUNT CHANGE ORDER/CONSTRUCTION CHANGE AUTHORIZATION

- A. San Juan County Representative and Owner will issue a Construction Change Authorization directing Contractor to proceed with the changes.
- B. At completion of the change, Contractor shall submit itemized accounting and supporting data as provided in the Article "Documentation of Proposals and Claims" of this section.

1.11 ALLOWABLE MARKUPS

- A. With each proposal for a change in the amount of the Contract, the Contractor shall submit separately a breakdown itemized to include material quantities and unit prices, labor and fringe benefit costs, equipment costs, Workmen's Compensation and Public Liability, overhead, profit, Social Security taxes, and other taxes.

The percentage for overhead and profit shall not exceed the following:

Subtotal Before Applying the Percentage shown

Contractor for work performed by his own forces	15%
Subcontractor for work performed by his own forces	10%
Contractor for work performed by subcontractor	5%

- B. Overhead: Individual Change Order proposals that include a time extension of five calendar days or less shall include the following: Bond premiums, insurance, small tools, incidentals and general office expense.
- C. Overhead for those including a time extension more than five calendar days shall include the above with supervision and superintendent wages negotiated on an individual basis.
- D. On proposals covering both increases and decreases in the amount of the contract, the COMBINED overhead and profit shall be allowed on the net increase only.
- E. No overhead or profit will be allowed on Social Security Taxes.

DATE: _____

MODIFICATION / CHANGE REQUEST NO. _____

PROJECT NO. _____

DESCRIPTION OF PROPOSED WORK

NOTE: Fill out a separate worksheet for each subcontractor on this MCR. The GC shall use this same form to summarize the total of all subcontractor proposals while adding GC cost. Attach all worksheets and breakdowns to summary sheet for each MCR.

SUBCONTRACTOR COST (ATTACH SUBCONTRACTOR'S SHEET AND COST BREAKDOWNS):*

- 1 Total of subcontractor' material (attach itemized breakdown): <---Enter Amount
- 2 Total of subcontractor's labor cost including fringe benefits and labor burden (attach itemized breakdown): <---Enter Amount
- 3 Other direct attributable cost allowed (attach itemized breakdown): <---Enter Amount
- 4 Subtotal: \$ _____
- 5 Subcontractor's O&P <---Enter Percent \$ _____
- 6 Subcontractor's Bond: <---Enter Percent \$ _____
- 7 Permits paid by subcontractor: <---Enter Amount
- 8 Subcontractor's Gross Receipts Tax 0% \$ _____
- 9 Subcontractor's Total Cost: \$ _____

GENERAL CONTRACTOR'S COST (ATTACH WORKSHEETS)*

- 10 GC's material (attach itemized breakdown):
- 11 General Contractor's labor cost including fringe benefits and labor burden @ _____ % (attach itemized breakdown):
- 12 Construction equipment (rental).
- 13 Direct attributable field supervision, insurance, etc. (attach itemized breakdown): \$ _____
- 14 Subtotal:
- 15 General Contractor's Overhead & Profit of subcontractors (% of Item 9):
- 16 General Contractor's Overhead & Profit on work by General Contractor's forces (16 % of Item 14):
- 17 Subtotal (sum of Items 14, 15 and 16):
- 18 Bond (% of Item 17 AND 9)
- 19 Permits paid by General Contractor:
- 20 Subtotal (sum of Items 9, 17, 18 and 19):
- 21 Gross Receipts Tax _____ % of Line 20: \$ _____
- 22 General Contractor's total cost (sun of line 20 and 21): \$ _____

MODIFICATION / CHANGE REQUEST NO. _____

DATE: _____

Breakdown Sheet

Bond Rate id this Subcontractor Bonded this Project

Material Description	# of Units	Cost Per. Unit	Total Cost Per Item
_____	_____	_____	\$ -
_____	_____	_____	\$ -
_____	_____	_____	\$ -
_____	_____	_____	\$ -
_____	_____	_____	\$ -
_____	_____	_____	\$ -
_____	_____	_____	\$ -
_____	_____	_____	\$ -
_____	_____	_____	\$ -
_____	_____	_____	\$ -
_____	_____	_____	\$ -
_____	_____	_____	\$ -
_____	_____	_____	\$ -
_____	_____	_____	\$ -
_____	_____	_____	\$ -
_____	_____	_____	\$ -
_____	_____	_____	\$ -

Total Material Cost

Labor Description (Type of worker)	Number of Hours	Rate	Labor Burden	Total
_____	_____	_____	_____	\$ -
_____	_____	_____	_____	\$ -
_____	_____	_____	_____	\$ -
_____	_____	_____	_____	\$ -
_____	_____	_____	_____	\$ -
_____	_____	_____	_____	\$ -

Total Labor Cost

Other Direct Cost	# of Units	Cost Each	Total Cost Per Item
_____	_____	_____	\$ -
_____	_____	_____	\$ -
_____	_____	_____	\$ -
_____	_____	_____	\$ -
_____	_____	_____	\$ -
_____	_____	_____	\$ -
_____	_____	_____	\$ -
_____	_____	_____	\$ -

Total Other Cost

Total Requested