

# Invitation to Bid – Price Agreement

Title: Construction of ADA Sensory Nature Trail  
At the Tijeras Bio-Zone Education Center

ITB Number: 2024-0003-3478



**Return Bid to:**  
Ciudad Soil & Water Conservation District (SWCD)

**Electronic bid submission:**  
astrid@ciudadswcd.org

**Bids Due No Later Than:**

Date: **07/18/2024** Time: **12:00PM**

**Late Submission of Bids Will Not Be Accepted.**

**Formal Sealed Bid Opening, to occur immediately following the due date and time:**

Place: Zoom

If you have questions regarding this ITB please contact:

Chief Procurement Officer: **Astrid Mooney** Telephone No.:(505)510-3478 Email: [astrid@ciudadswcd.org](mailto:astrid@ciudadswcd.org)

Technical Contact: Kristina Werenko ASLA, PLA, Pland Collaborative Telephone No.:(505)268-2266x110

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

NM Vendor ID# (if applicable): \_\_\_\_\_ Remit Address: \_\_\_\_\_

Company Name: \_\_\_\_\_

DBA (if applicable): \_\_\_\_\_

Sales Email: \_\_\_\_\_ Sales Phone No.: \_\_\_\_\_

NM Tax Payer Identification Number: \_\_\_\_\_ Federal Tax ID#: \_\_\_\_\_

License Number: \_\_\_\_\_

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

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

Authorized Signature: \_\_\_\_\_ Print or type name: \_\_\_\_\_

Signatory Email: \_\_\_\_\_ Phone No.: \_\_\_\_\_

**Bids must be submitted electronically, via email, Please see Bid Submission Instructions on page 2.**

Bids are subject to the “Ciudad SWCD Special Provision and Terms and Conditions,” shown on the attached pages of this document, and any additional bidding instructions or requirements. **The Terms and Conditions shall not be modified or supplemented.** NOTE: if you decide not to bid, do not return this document.

A business eligible for a New Mexico/Native American Resident Preference (Preference) must obtain a Preference certificate from the NM Taxation & Revenue Department. In order for the appropriate Preference to be applied to this solicitation, the expenditure for this solicitation cannot involve federal funds, and Bidder must submit a copy of its Preference certificate along with its response to the solicitation. Applicable Preferences will be applied to monetary values only, in accordance with §13-1-21 NMSA 1978, not percentage discounts or other non-monetary values. Additionally, only one submitted Preference will be applied per solicitation, not multiple.

Applications are available for download at: <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>

Ciudad Soil & Water Conservation District  
ITB for the Construction of the ADA Sensory Nature Trail at the Tijeras Bio-Zone Education Center

**Bidder Instructions for Invitation to Bid (ITB)**

**Viewing ITB:**

1. Bidders will be notified of active procurements on Ciudad SWCD's website:
  - <https://www.ciudadswcd.org/notices-and-ads>
2. Bidders should request procurements documents from Ciudad SWCD's Chief Procurement Officer to ensure Bidders receive the most up to date ITB and any amendments and/or addendums.
3. Complete bid documents as required by the ITB Specifications, and submit any required documentation, supporting materials, certificates, etc. in addition to the bid documents.

**Submitting Bids:**

Complete bid documents as required by the ITB Specifications, and submit any required documentation, supporting materials, certificates, etc. in addition to the bid documents.

- Electronic submissions are required.
- Bidders should submit bid documents to [astrid@ciudadswcd.org](mailto:astrid@ciudadswcd.org)
- Bids will be time-stamped when Bidder's email is received.
- If an amendment is processed after bid is submitted, Bidders must resubmit their bid in order for it to be considered fully submitted.
  - Note: It is the responsibility of the Bidder to ensure bids are correct and accurate before submission. By bidding electronically, you acknowledge any and all amendments and it is your responsibility to ensure your bid corresponds with any amendments.

*It is the Bidder's responsibility to ensure all documents are completely uploaded and submitted electronically via email by the deadline set forth in this ITB. Please ensure that you, as the Bidder, **allow adequate time for large uploads and to fully complete your submittal by the deadline.** A submission that is not both: (1) fully complete; and (2) received, via email by the deadline, will be deemed late. Further, a submission that is not fully complete and received by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late. In accordance with statute and rule, **NO LATE BID CAN BE ACCEPTED.***

**Bid Opening:**

Sealed bids will be publicly opened online via Zoom. Bids are subject to the "Terms and Conditions," shown on the subsequent pages of this document, and any additional bidding instructions or requirements. NOTE: if you decide not to bid, do not return this ITB document.

Please join Bid Opening from your computer, tablet or smartphone.

Topic: ITB ADA Trail Construction Bid Opening  
Time: Jul 18, 2024 12:00 PM Mountain Time (US and Canada)

Join Zoom Meeting  
<https://us06web.zoom.us/j/89550988123?pwd=0eFvaTCu21ZOPBGDuiyFjWtvPOvfPQ.1>

Meeting ID: 895 5098 8123  
Passcode: 602623

Ciudad Soil & Water Conservation District  
ITB for the Construction of the ADA Sensory Nature Trail at the Tijeras Bio-Zone Education Center

Ciudad SWCD would like to establish a Price Agreement to procure construction services for building an ADA sensory nature trail at the Tijeras Bio-Zone Education Center, a City of Albuquerque Open Space Division property. Ciudad SWCD is seeking services from a qualified landscape vendor to construct a multi-sensory universal designed trail, that also includes graduated challenges to allow individuals to push their limits to meet their goals. The construction of the ADA sensory nature trail will include grading and drainage earth work, construction of stabilized crusher fine trail, installation of trail edge, construction of asphalt parking space, the installation of various trail features, and more.

A non-mandatory pre-bid conference will be held in person at Tijeras Bio-Zone Education Center 15600 Central Ave SE, Albuquerque NM on Monday, July 1st at 11:30 AM (Local Time).

Sealed bids must be received no later than 12:00 p.m., local time, July 18<sup>th</sup>, 2024. Electronic submissions are required. Bidders should submit bid documents to [astrid@ciudadswcd.org](mailto:astrid@ciudadswcd.org). Bids will be time-stamped when Bidder's email is received. If an amendment is processed after bid is submitted, Bidders must resubmit their bid in order for it to be considered fully submitted.

Ciudad SWD reserves the right to issue addenda to the Specifications during the advertising period as provided in the Contract Documents. A distribution list of those who receive the ITB and all Addenda will be maintained throughout the procurement process and will become part of the procurement file.

Bidders shall be licensed as Contractors in the State of New Mexico at the time of Bid submittal and must include their license number on the bid form.

Questions regarding the technical aspects of the bidding documents shall be submitted through the office of the Engineer/Architect of Record: Pland Collaborative Attention: Kristina Werenko, [kwerenko@plandcollab.com](mailto:kwerenko@plandcollab.com).

Ciudad Soil & Water Conservation District  
ITB for the Construction of the ADA Sensory Nature Trail at the Tijeras Bio-Zone Education Center

**Description:**

Ciudad SWCD would like to establish a Price Agreement to procure construction services for building an ADA trail at the Tijeras Bio-Zone Education Center, a City of Albuquerque Open Space Division property. Ciudad SWCD is seeking services from a qualified landscape vendor to construct a multi-sensory universal designed trail, that also includes graduated challenges to allow individuals to push their limits to meet their goals. The terms and conditions of this Price Agreement shall form a part of each other issued hereunder.

**Term:**

Ciudad SWCD has been awarded grant funding from the New Mexico Economic Development Department to construct the ADA Sensory Trail and the grant terminates on June 30th, 2025. The term of this Price Agreement shall be for 6months (12) months from the date of award with option to extend for a period(s) of six (6) months, by mutual agreement of all parties and approval of the at the same price, terms, and conditions. This price agreement shall not exceed one (1) year.

**Available Budget:**

Ciudad SWCD has grant funding in the amount of \$402,639.10 in order to construct this trail. Bids that exceed this amount, including applicable gross receipts tax will not be accepted.

**Services:**

The Awarded Vendor will be contacted on an as needed, on-call basis to perform work associated with this Price Agreement. A Price Agreement award is without assurance of dollar amount of work: Ciudad SWCD does not guarantee any amount of work. Failure to respond to the Ciudad SWCD's requests may be grounds for termination of this Price Agreement.

**Escalation/Reduction Clause:**

In the event of a pricing increase, the Awarded Vendor shall submit request directly, providing substantiating evidence that each request is based on demonstrable market changes impacting the cost of services, to Ciudad SWCD for review. Ciudad SWCD may adjust pricing no more than once annually through an amendment to the Agreement at the time of Agreement renewal. The request must show all proposed increases by line item and include supporting documentation. Ciudad SWCD's decision on what is acceptable in this context is final and shall be accepted by all parties to the Agreement. ***Requested price increases that exceed 10% will not be accepted.*** Pricing changes will apply to Agreements and amendments to Agreements entered on and after the effective date of the price change. Price decreases as well as increases shall apply in the same manner. If vendor's prices are reduced for any reason, Ciudad SWCD shall receive the benefit of such reductions, immediately. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor.

**Pre-Bid Conference**

A non-mandatory pre-bid conference will be held in person at Tijeras Bio-Zone Education Center 15600 Central Ave SE, Albuquerque NM on Monday, July 1st at 11:30 AM (Local Time).

**\*\*\* End of Specifications\***

Ciudad Soil & Water Conservation District  
 ITB for the Construction of the ADA Sensory Nature Trail at the Tijeras Bio-Zone Education Center

**Items' Submission Instructions:**

***Submission process only*** – Bids should be submitted online using the spreadsheet provided.

**Online Submissions (Items' Page):**

1. Download the Excel spreadsheet from [www.ciudadswcd.org](http://www.ciudadswcd.org)
2. Enter your bid prices into the Excel spreadsheet;
3. Submit Excel spreadsheet via email with other bid documents.

**Items:**

Item	Unit	Article and Description	Quantity
<b>General</b>			
1	LS	Mobilization, demo, surveying and staking, complete in place	1
2	LS	Grading/ earth work, complete in place	1
3	LS	Tree protection, complete in place	1
<b>Boulders, stones, timber</b>			
C-1	SF	Construct 4" depth stabilized crusher fine trail, complete in place	10,136
C-2	EA	Construct un-fixed seating stumps, complete in place.	19
C-6	EA	Furnish and install seating/accent boulder, complete in place	56
C-7	LF	Construct stone trail edge, complete in place	468
C-19	EA	Install salvaged log at grade, complete in place	4
C-21	CF	Construct boulder grade transition, complete in place	1,925
C-22	LF	Construct timber trail edge, complete in place	472
C-23	EA	Furnish and install boulder table, complete in place	2
C-25	LF	Construct log trail edge, complete in place	112
C-26	EA	Construct and install hollow log sound feature, complete in place	1
C-27	SF	Construct stump slice walking surface on compacted subgrade, complete in place.	205
C-28	LS	Construct Embedded Perpendicular Log Walking Surface on compacted subgrade, complete in place	1
C-29	SF	Furnish and Install Stepping Stones on Compacted Subgrade, complete in place	226
C-30	SF	Furnish and install 4" depth 2"-4" round cobbe on compacted subgrade, complete in place	80
C-31	EA	Construct Embedded Parallel Log Walking Surface on compacted subgrade, complete in place	1

Ciudad Soil & Water Conservation District  
 ITB for the Construction of the ADA Sensory Nature Trail at the Tijeras Bio-Zone Education Center

C-37	EA	Furnish and Install Vertical Trunk Sections	29
C-38	LS	Construct Informal Stone Steps with steel handrail, complete in place	1
C-40	EA	Construct fixed-in-place stumps, complete in place	26
C-42	LS	Construct Stepping Stones at Creek Edge, complete in place	1
C-44	LS	Construct Stone Slab Creek Edge, complete in place	1
C-45	LS	Construct Plank and Stump Engagement Feature, complete in place	1
<b>Other Site Features</b>			
C-3	EA	Furnish and install 6' length Homestead Collection, model 2 bench with armrests and wood slats as available from Victor Stanley. Install in ground, complete in place.	9
C-13	LS	Install Tijeras Creek Interpretive Sign as provided by City, complete in place	1
C-14	EA	Furnish and install 4' W x 6' Ht Steel Corral Flat Top Farm Fence Gate, complete in place.	1
C-15	EA	Furnish and install concrete parking bumper, complete in place	3
C-16	LS	Install handicap parking striping, complete in place	1
C-17	EA	Furnish and install accessible parking sign, complete in place	2
C-18	SF	Construct asphalt parking surface, complete in place	816
C-32	LF	Construct Gabion Basket Retaining Wall, complete in place	36
C-33	EA	Construct Steel Grate Bridge, complete in place	1
C-34	EA	Construct Steel Viewing Screen, complete in place	2
C-36	EA	Furnish and Install Jaxy WTB04 Binoculars, in-ground mount, complete in place	1
C-41	LF	Construct guide rope, complete in place	108
C-43	LF	Install PVC pipe sleeving under path, complete in place	102
C-46	EA	Furnish and install 4' HT x 8' W steel corral flat-top farm fence panel, complete in place	1
C-47	EA	Furnish and install accessible van sign, complete in place	1
C-48	EA	Furnish and install timber fence post at gate, complete in place	1

\*\*\* 41 Items Total \*\*\*

**NOTE TO BIDDERS:**

All bids must be made completely independent of all other bids submitted. Where multiple bids are submitted by bidding entities owned by the same person or persons, those bids will be presumed to not be made independently of one another and may be disqualified.

# CIUDAD SWCD SPECIAL PROVISIONS

## 1. REQUESTS FOR PAYMENT

Payment for amounts due shall be paid within thirty (30) days after Ciudad SWCD receives an undisputed request for payment. Payment by Ciudad SWCD to the Contractor may be made by first-class mailing, or by hand delivery of the undisputed amount of a pay request based on work completed or service provided under the contract.

The Contractors and all Subcontractors shall make prompt payment to their Subcontractors and Suppliers for amounts owed for work performed on the construction project within seven days after receipt of payment from the Ciudad SWCD, Contractor or Subcontractor.

## 2. PROJECT SITE

The site improvement work to be accomplished under this Contract is located at 156000 Central Avenue SE, Albuquerque, NM 87123.

## 3. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The work which the Contractor is required to perform under this Contract shall begin at the time stipulated by Ciudad SWCD in the Notice to Proceed to the Contractor and shall be completed within 90 calendar days from the date of the Notice to Proceed or before June 30<sup>th</sup>, 2024, whichever comes first. Should an extension be requested, Ciudad SWCD may consider an amendment.

Liquidated damages, at the rate of \$250.00 per day, shall be assessed against the Contractor for each calendar day or portion thereof that work remains incomplete after expiration of the time specified in the Notice to Proceed or any approved written extensions of time.

For liquidated damages purposes, Project time will cease to accrue upon issuance by Ciudad SWCD of a Notice of Substantial Completion. Once the Project is substantially complete, Ciudad SWCD will issue a Notice of Substantial Completion which shall contain a punch list of minor items that remain to be completed and the number of days in which the contractor shall complete the items listed in the punch list to the satisfaction of Ciudad SWCD. Failure to complete all punch list items within the time specified in the Notice of Substantial Completion shall result in the assessment of liquidated damages at the rate specified herein above until all punch list items are completed in addition to any other liquidated damage assessment for failure to complete the work within the time designated in the Notice to Proceed or any written extensions.

The sum of the liquidated damages will be deducted from any monies due the Contractor. If no money is due the Contractor, said sum may be recovered by Ciudad SWCD from the Contractor or their surety, or from both combined. These deductions are to cover liquidated damages to Ciudad SWCD for additional expenses of supervision, overhead, and other costs resulting from failure of the Contractor to complete the work within the designated time and are not to be considered as penalties. Except as otherwise set forth herein, Ciudad SWCD shall not be considered liable for any extra or additional payment to the Contractor as a bonus or premium for early completion.

## 4. COMMUNICATIONS

- A. All notices, demands, requests, instructions, changes to the Contract, approvals, proposals and claims shall be in writing.
- B. Any notice to, or demand upon the Contractor, shall be sufficiently given if delivered at the office of the Contractor as stated in the Bid (or at such other

Ciudad Soil & Water Conservation District  
ITB for the Construction of the ADA Sensory Nature Trail at the Tijeras Bio-Zone Education Center

office as the Contractor may, from time to time designate in writing to Ciudad SWCD) or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to such office.

- C. All papers required to be delivered to Ciudad SWCD, unless otherwise specified in writing to the Contractor, shall be delivered to:

Ciudad SWCD  
PO Box 93463  
Albuquerque, NM 87199

and any notice to, or demand upon Ciudad SWCD shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed postage-prepaid envelope or delivered with charges prepaid to any telegraph company for transmission to Ciudad SWCD at such address, or to such other address or representative as Ciudad SWCD may subsequently specify in writing to the Contractor for such purpose.

- D. Any such notice shall be deemed to have been given as of the time of actual delivery or, in the case of mailing, when the same should have been received in due course of post, or in the case of telegrams at the time of actual receipt, as the case may be.

**5. COORDINATION OF SPECIFICATIONS AND CONTRACT DOCUMENTS**

These Plans, Specifications, Contract Documents, and all Addenda to the Specifications and Documents, if any, are essential parts of the Contract, and a requirement occurring in one is just as binding as though occurring in all. They are intended to be complementary, to describe and provide for a complete work. In case of a discrepancy, figured dimensions, unless obviously incorrect, shall govern over scaled dimensions.

The Contractor shall not take advantage of any apparent error or omission in the Plans and Specifications. In the event the Contractor discovers an apparent error or discrepancy, the Contractor shall immediately call upon Ciudad SWCD for its interpretation and decision, and such decision shall be final.

**6. JOB OFFICES**

- A. The Contractor and their Subcontractors may maintain such office and storage facilities as are necessary for the proper conduct of work. Arrangement for and cost associated with such facilities are the responsibility of the Contractor. Ciudad SWCD shall be consulted and approve the location(s) of such facilities.
- B. Upon completion of the work, or as directed by Ciudad SWCD, the Contractor shall remove all such temporary structures and facilities from the site(s), the same to become their property, and leave the work site(s) in good condition, or as otherwise required by the Contract.

**7. TERMINATION**



Ciudad Soil & Water Conservation District  
ITB for the Construction of the ADA Sensory Nature Trail at the Tijeras Bio-Zone Education Center

This Agreement may be terminated by Ciudad SWCD for its convenience upon fifteen (15) days prior written notice to the Contractor.

**8. EMERGENCY PROVISIONS**

The Contractor must designate at least one (1) capable, responsible employee to represent itself in case of an emergency. Such employee(s) shall have a local telephone where they may be reached at any hour of the day or night. Directions for contacting such employee(s) shall be given to the Project Manager for Ciudad SWCD Project Manager, applicable City of Albuquerque Open Space Department, Ciudad SWCD Sheriff's Office or other emergency personnel.

**9. ACCESS TO SITE**

The Contractor will allow access to the construction site(s), afford all facilities for observation of the work as it progresses, and provide for the on-site safety of authorized personnel of the following:

- A. Ciudad SWCD and its Agents.
- B. City of Albuquerque and its Agents.
- C. PNM

**10. SOURCE AND PURCHASE OF MATERIALS, EQUIPMENT, AND SUPPLIES**

- A. As part of this Contract, and as one of the considerations for the awarding of the same, the Contractor agrees that they will not, in the performance of this Contract, knowingly do business with or purchase or obtain materials, equipment, supplies, or services of any kind or character, either directly or indirectly, from any employee of Ciudad SWCD.
- B. The Contractor further agrees that, in the event of a violation of any of the provisions of the preceding paragraph, this Contract may be canceled by Ciudad SWCD, and in such an event, the Contractor waives and relinquishes any right or claim which they may have or claim to have for damages, current or future payments or otherwise by reason of such cancellation.

**11. WATER AND UTILITIES**

The Contractor, at their expense, shall provide and make arrangements for water and other utilities required. The Contractor shall be responsible for the coordination of all utilities.

**12. CONSTRUCTION SITE SAFETY**

Ciudad SWCD is not responsible for Construction Site Safety Engineering. The Contractor is responsible for all Construction Site Safety Engineering. Construction Site Safety Engineering as used herein includes, but is not limited to, design and review of site safety precautions which are utilized to protect the workmen, the general public, and others from bodily injury or property damage. This includes, but is not limited to, scaffolding, trench shoring, and concrete form work and the structural adequacy of the same.

Ciudad Soil & Water Conservation District  
ITB for the Construction of the ADA Sensory Nature Trail at the Tijeras Bio-Zone Education Center

Traffic control devices such as detours, barricades, warning lights, and signs of the proper type and location; the use of flagmen; and all other methods and means of maintaining a safe place to work shall be the responsibility of the Contractor and shall be in accordance with the most current edition of Manual on Uniform Traffic Control Devices of the U.S. Department of Transportation, Federal Highway Administration. The Contractor shall develop a Project Safety Engineering Plan and submit to the Ciudad SWCD prior to initiation of construction activities. Associated costs shall be considered incidental and included in the appropriate bid items.

All Contractors and their Subcontractors shall comply with OSHA 29 CFR 1926, Safety and Health Regulations for Construction. A detailed Safety and Health Plan shall be prepared by the Contractor as part of a Project Safety Engineering Plan and shall be provided to the Project Manager before the Notice to Proceed is issued. The Contractor shall make available upon request all OSHA required documentation, including but not limited to, Job Hazard Analysis, Safety and Health Plan updates, Material Safety Data Sheets, listing of Material Safety Data Sheets, environmental monitoring data, evidence of training, and confined space entry permits.

**13. MANUFACTURER'S WARRANTIES**

Ciudad SWCD and the Contractor(s) shall exhaust all manufacturer's warranties, prior to filing of claims against any other party, for the failure of such manufactured products to function properly.

**14. RECORDING WORK**

The Contractor shall keep one record copy of all Plans, Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process current to within two weeks. These shall be available to the Project Manager at all times.

**15. CHANGES IN THE WORK - CHANGE ORDERS**

The combined allowance for overhead and profit, included in the total cost to Ciudad SWCD, shall be based on the following procedure: With each proposal for a change in the amount of the Contract, the Contractor shall submit an itemized breakdown of all increases or decreases in the cost of the Contractor's and all Subcontractor's work to include at least the following detail in the general order listed:

- Material quantities and unit costs
- Labor amounts and hourly rates (identified with specific items of materials to be placed or operation to be performed)
- Equipment cost, if any
- Worker's Compensation and Public Liability Insurance Overhead and Profit
  
- Employment Taxes under FICA and FUTA
- The allowance for overhead and profit combined shall be based on the following schedule:
- Subtotal before Applying the Percentage Shown

- Contractor for work performed by their own forces 10
- Subcontractor for work performed by their own forces 10
- Contractor for work performed by their Subcontractors 5

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.

**16. BOARD OF CIUDAD SUPERVISORS**

No officer or employee of the Ciudad SWCD or public officer of the State shall be admitted to any share or part of this Contract or to any benefit that may rise therefrom, directly or indirectly, unless it be made with a corporation for its general benefit.

**17. CONTRACTOR'S INDEMNIFICATION**

The Contractor hereby agrees to hold harmless and indemnify the Ciudad SWCD, its officers, agents, and employees from and against all liability, claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from the Contractor's and/or any of their sub-contractor's employees', agents', or officers' conduct, performance, act(s), effort(s), or omission(s) relating in any manner whatsoever to this Agreement. This indemnification provision is subject to the limitations and provisions of Section 56-7-1, N.M.S.A 1978.

Receipt by the Ciudad SWCD of the Contractor's services under this Agreement, review by the Ciudad SWCD of any Plans, Specifications and documents by the Contractor, and Ciudad SWCD authorizations for the Contractor to proceed with the various phases of services shall not be construed as approval of the Contractor's work product by the Ciudad SWCD or as the giving of instruction or directions by the Ciudad SWCD.

The indemnity required hereunder shall not be limited by reason of the specifications of any particular insurance coverage in this Agreement.

**18. CONTRACTOR'S DUTY**

The Contractor has the affirmative duty to discover any defects, errors or omissions in the Plans, Specifications, Change Orders, and/or in the actual construction of the Project, and upon discovery, to immediately report them to Ciudad SWCD and to take any and all action necessary to mitigate and/or eliminate their effect on the Project and the cost thereof to the maximum extent possible.

If the Contractor discovers or should have discovered an error, omission or discrepancy in the Plans, Specifications, Change Orders, and/or in the actual construction of the Project and fails to notify the Project Manager of such, then the Contractor shall assume all incidental and consequential liability therefor, shall not be compensated therefor, and shall indemnify and hold harmless Ciudad SWCD therefor.

**19. CONSTRUCTION SURVEYING AND STAKING**

Ciudad Soil & Water Conservation District  
ITB for the Construction of the ADA Sensory Nature Trail at the Tijeras Bio-Zone Education Center

Construction surveying and staking shall be performed by the Contractor unless provided for by others. The associated costs shall be considered incidental and included in the costs under the applicable bid item(s), unless there is a specific bid item for construction staking.

## **20. INSURANCE AND BONDING REQUIREMENTS**

The minimum requirements for bonding and insurance requirements shall be as follows:

- a. A bid guarantee from each Bidder equivalent to five percent of the bid price. The “bid guarantee” shall consist of a firm commitment such as an original bid security, or other negotiable instrument acceptable to Ciudad SWCD accompanying a Bid as assurance that the Bidder will, upon acceptance of this Bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the contractor for 100 percent of the Contract price. A “performance bond” is one executed in connection with a Contract to secure fulfillment of all the Contractor's obligations under such Contract.
- c. A payment bond on the part of the contractor for 100 percent of the Contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the Contract.
- d. Certificate of Insurance will be required in the terms, conditions and amounts as stated in these specifications.

## **21. CONTRACTORS PUBLIC LIABILITY INSURANCE**

The Contractor shall procure and maintain at the Contractor's expense, insurance of the kinds and in the amounts herein provided. This insurance shall be provided by insurance companies authorized to do business in the State of New Mexico and shall cover all operations under the Contract, whether performed by the Contractor, the Contractor's agents or employees, or by Subcontractors. All insurance provided shall remain in full force and effect for the entire period of the work, up to and including final acceptance, and the removal of all equipment and employees, agents and Subcontractors therefrom.

If part of the Contract with the Ciudad SWCD is sublet or subcontracted, the vendor shall require the Subcontractor to secure insurance to protect itself against all hazards enumerated herein, which are not covered by the vendor's insurance policies and to include Ciudad SWCD as an additional insured thereon.

The Contractor shall procure and maintain, during the life of this Contract, Workers Compensation, Commercial General Liability, and Business Automobile Liability Insurance policies. The policies will be written with Ciudad SWCD as additional insured, while acting

Ciudad Soil & Water Conservation District  
ITB for the Construction of the ADA Sensory Nature Trail at the Tijeras Bio-Zone Education Center

within the scope of their duties against all claims arising out of, or in connection with, the work to be performed.

Ciudad SWCD shall be an additional insured (Form B – CG2010 10/01 or on equivalent form) and will be written on an occurrence form, and shall provide limits as follows:

- A. (1) Workers Compensation-Statutory
- (2) Employers Liability-\$1,000,000

Contractor shall comply with the provisions of the Workers Compensation Act of the State of New Mexico, (the "Act"). If the Contractor has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify Ciudad SWCD and comply with the Act should it employ three or more persons during the term of any Agreement with the County. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, agreement with Ciudad SWCD may be terminated effective immediately.

- B. Commercial General Liability with ISO CG0001 07/98
  - (1) Bodily Injury/Property Damage: \$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate
  - (2) Products/Completed Operations: \$1,000,000 Each Occurrence  
\$2,000,000 Aggregate
  - (3) Property Damage Liability Insurance shall not exclude (XCU)
  - (4) Pollution Legal Liability-\$1,000,000 Each Occurrence

C. Business Automobile Liability

- (1) Combined Single Limit-\$1,000,000 Each Occurrence with ISO CA0001 10/01

Business Automobile Liability Insurance shall include coverage for the use of all owned, non-owned and hired automobiles and vehicles.

D. Independent Contractor: Included

E. Contractual Liability: Included

The Contractor shall furnish one copy each of Certificates of Insurance herein required for each copy of the Agreement, which shall specifically set forth evidence of all coverage required. If such limits are higher than the minimum limits required by Ciudad SWCD, such limits shall be certified and shall apply to the coverage afforded Ciudad SWCD under the terms and conditions of the contract as though required and set forth in the Contract. The Contractor shall furnish to the Ciudad SWCD copies of any endorsements that are subsequently issued amending coverage or limits.

Ciudad Soil & Water Conservation District  
ITB for the Construction of the ADA Sensory Nature Trail at the Tijeras Bio-Zone Education Center

### Approval of Insurance

Even though a "Notice to Proceed" may have been given by Ciudad SWCD, the Contractor or Subcontractor(s) shall not begin work under this Contract, or solicitation, until the required insurance has been obtained and the proper Certificates of Insurance (or insurance policies) have been filed with Ciudad SWCD, adding Ciudad SWCD as an additional insured as applicable. Neither approval nor failure to approve certificates, policies or insurance by Ciudad SWCD shall relieve the Contractor or Subcontractor(s) of full responsibility to maintain the required insurance in full force and effect.

### **22. OWNERSHIP OF DOCUMENTS**

Ciudad SWCD is the sole owner of all documents, reports, and data, compiled or arising out of the Contract and/or Project regardless of the medium used.

### **23. GUARANTEE PROVISIONS**

After the approval of final payment and prior to the expiration of one (1) year after the date of substantial completion of this Contract or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, if any work is found to be defective, Contractor shall promptly, without costs to Ciudad SWCD and in accordance with Ciudad SWCD's written instruction, either correct such defective work or, if it has been rejected by Ciudad SWCD, remove it from the site, and replace it with non-defective work. The Contractor shall also reimburse Ciudad SWCD for the cost of any reasonable testing or exploratory work conducted to verify the limits and amounts of the defective work. If the Contractor fails to promptly comply with the terms of such instructions, Ciudad SWCD may have the defective work corrected or the rejected work removed and replaced and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.

### **24. PROJECT CONSTRUCTION SIGNS**

- A. GENERAL: The Contractor shall provide, erect, and maintain for the duration of the construction Project, Project construction signs as shown in Section 11 Drawings, at all locations shown on the construction plans. At Ciudad SWCD's discretion, the signs may be provided by Ciudad SWCD and may be installed subsequent to the award of the Contract, but not less than seven (7) days prior to the expected start of construction.
- B. CONSTRUCTION SCHEDULE SIGNS: The Contractor shall provide the Ciudad SWCD with a Construction Schedule for signs, which must first be approved by the Ciudad SWCD. Once approved, the Contractor shall comply with the dates and times specified in the Construction Schedule for signs.
- C. MAINTENANCE INCIDENTAL: Maintenance of said signs shall be incidental to the project and no separate payment shall be made therefor.

### **25. CULTURAL\_RESOURCES**

Ciudad Soil & Water Conservation District  
ITB for the Construction of the ADA Sensory Nature Trail at the Tijeras Bio-Zone Education Center

If the Contractor discovers human remains or other archaeological evidence during Project excavation, they shall cease work in the area, and notify the Project Manager, who will then notify the New Mexico State Historic Preservation Officer.

**26. PROJECT SEQUENCING BY CONTRACTING AGENCY**

Ciudad SWCD reserves the right to direct the Contractor to schedule certain parts of the project for completion before others. If so directed, the Contractor shall construct that portion of the project when directed by the Project Manager. PARTIAL ACCEPTANCE

Partial acceptance of completed portions of the project is permitted and encouraged. When a portion of the Project is complete, tested, and ready to be able to provide service, the Contractor may request acceptance of that portion of the Project.

**27. WEEKLY CONSTRUCTION MEETINGS**

The Contractor shall conduct weekly meetings during the duration of the project with Ciudad. Meeting topics are to include the construction schedule status, submittal status, required design/construction clarifications, issues with the public, and potential problems or concerns. Failure to update the construction schedule and present the updated schedule at the next weekly meeting shall result in the immediate imposition of additional liquidated damages in the amount of \$250.00 per day for each day the construction schedule is not updated and delivered to the Ciudad SWCD in addition to any other damages and/or liquidated damages which may be imposed pursuant to the terms of this Construction Contract Bid Specifications.

**28. WORKING HOURS**

The Contractor shall limit his operations to a normal 8½ hour workday Monday through Friday. The normal 8½ hour workday shall be considered to be from 7:30 am to 4:00 pm with a ½ hour lunch period during which the Contractor's operations may continue. The Contractor may submit a written request for alternate working hours, however, under no circumstances shall a normal work week exceed 42½ hours (including lunch periods).

Written requests for alternate working hours shall be submitted to the Project Manager for approval no later than the date of the Preconstruction Meeting. Alternate working hours shall be approved for the entire duration of the contract, with the exception of emergency conditions.

**29. DUST ABATEMENT**

Contractor will be required to follow the regulations as defined in 20 NMAC 11-20 Airborne Particulate Matter for dust control requirements in Ciudad SWCD. The Contractor shall obtain the Fugitive Dust Control Construction Permit from the City of Albuquerque, Environmental Health Department, Air Pollution Control Division. This shall be considered incidental to the completion of the project and therefore no separate measurement or payment will be made.

**30. THREATENED OR ENDANGERED SPECIES**

Ciudad Soil & Water Conservation District  
ITB for the Construction of the ADA Sensory Nature Trail at the Tijeras Bio-Zone Education Center

If any threatened or endangered species or their habitats are discovered during construction, work will cease immediately, and the EPA will be notified in order that appropriate measures can be taken in accordance with the Endangered Species Act.

**31. DISPOSAL OF CONSTRUCTION MATERIALS**

Construction material and waste products, including machinery leaking, maintenance materials and spills, will be contained and properly disposed prior to project completion.

**32. WEATHER DELAYS**

If adverse weather conditions are the basis for a request for additional time, such request shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.



**Terms and Conditions of the Invitation to Bid**  
(Unless otherwise specified)

**1. Notice of Penalties**

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

**2. Notice of Termination**

The ITB may be canceled and that any and all proposals may be rejected in whole or in part when it is in the best interest of Ciudad SWCD.

**3. Notice of No Obligation**

This ITB in no manner obligates Ciudad SWCD to the use of any Bidder's services until a valid written contract is awarded and approved by appropriate authorities.

**4. Governing Law**

This ITB and any agreement with a Bidder which may result from this procurement shall be governed by the laws of the State of New Mexico.

**5. Legal Review**

Ciudad SWCD requires that all Bidders agree to be bound by the General Requirements contained in this ITB. Any Bidder's concerns must be promptly submitted in writing to the attention of the Chief Procurement Manager.

**6. Protest Period**

**7. Basis for Bid**

Only information supplied in writing by the Chief Procurement Officer or contained in this ITB shall be used as the basis for the preparation of Offeror proposals.

**8. Sufficient Appropriations**

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

**9. Incurring Cost**

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

**10. Prime Contractor Responsibility**

Any contractual agreement that may result from this ITB shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with Ciudad SWCD which may derive from this ITB. Ciudad SWCD entering into a contractual agreement with a vendor will make payments to only the prime contractor.

**11. Subcontractor Consent**

Ciudad Soil & Water Conservation District  
ITB for the Construction of the ADA Sensory Nature Trail at the Tijeras Bio-Zone Education Center

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from Ciudad SWCD awarding any resultant contract before any subcontractor is used during the term of this agreement.

**12. Amended Bids**

A Bidder may submit an amended bid before the deadline for receipt of bids. Such amended bids must be complete replacements for a previously submitted bid and must be clearly identified as such. Ciudad SWCD personnel will not merge, collate, or assemble bid materials.

**13. Bidders Right to Withdraw Bid**

Bidders will be allowed to withdraw their bids at any time prior to the deadline for receipt of bids. The Bidder must submit a written withdrawal request addressed to the Chief Procurement Officer and signed by the Bidders' 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, 1.4.1.5 & 1.4.1.36 NMAC.

**14. Disclosure of Bid Contents**

The contents of all submitted bids will be kept confidential until the final award has been completed by Ciudad SWCD. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, except, for confidential information. It is the Offeror's responsibility to submit a redacted copy (to black out, but not omit) of their proposal so that confidential information is not disclosed. Should the Offeror not submit a redacted copy, the proposal and all contents of the proposal will be made available for public inspection.

**15. Payments for Purchases**

Contracts resulting from this ITB shall contain a clause allowing for late payment charges against Ciudad SWCD in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

**16. Addenda**

Each addendum shall be a part of the Contract Documents to the same extent as though contained in the original documents and itemized listings thereof and all Bidders shall be bound by such addenda. On their Bid, each Bidder shall acknowledge receipt of each addendum.

**17. Statutory Preferences**

Statutory preferences will be applied in determining low bidder. New Mexico law provides certain statutory preferences for several categories of bidders and offerors as well as for recycled content goods, pursuant to Sections 13-1-21 and 13-1-22 NMSA 1978. These preferences will be applied in regard to invitations for bids in accordance with the statute in determining the lowest bidder.

**18. Application of Preferences**

Pursuant to the requirements set forth §13-4-2 NMSA 1978, preferences will be applied accordingly. State preferences shall be applied as in accordance with the following: Bidders must submit a valid preference certificate issued by the Taxation and Revenue Department. If the required preference certificate is submitted, the following preferences shall apply:

- Resident Contractor: bid shall be five percent lower than the bid actually received.
- Native American Resident Contractor: bid shall be eight percent lower than the bid actually received.
- Resident Veteran Contractor: bid shall be ten percent lower than the bid actually received.
- Bidders are not eligible to receive both a Resident Contractor preference and a Resident Veteran Contractor preference.

**19. Specification and Fees**

- a) Construction will be performed in conformance to the City of Albuquerque Standard Specifications for Public Works Construction, 1986 EDITION, including all updates. Copy is available on-line at [//www.cabq.gov/planning/publications/standardspecs.html](http://www.cabq.gov/planning/publications/standardspecs.html).
- b) Permits and Licenses: Unless otherwise specified herein, the Contractor is responsible to obtain and pay for all permits and licenses required for this Project. No Notice to Proceed (NTP) shall be issued until all fees for permits and licenses specified herein or required for the Project have been paid in full and proof thereof has been submitted to and approved by the Ciudad SWCD. This requirement includes, but is not limited to, all permits and fees required by Ciudad SWCD.

**20. Interpretation of Documents**

If any persons contemplating submitting a Bid for the Work are in doubt as to the meaning of any part of the Plans, Specifications or other Contract Documents, they may submit to Pland Collaborative a written request for an interpretation thereof at any time prior to close of business (5:00 pm local time) on Wednesday, March 20<sup>th</sup>, 2024 Any interpretation of the documents will be made only by addendum duly issued.

**21. Examination of Specifications, Contract Documents, and Project Site**

Each Bidder shall visit the site(s) of the proposed work, fully acquaint themselves with the existing conditions relating to the construction of the Project, fully inform themselves as to the facilities involved, and fully investigate the difficulties and restrictions attending the performance of the Contract. Each Bidder shall thoroughly examine and familiarize themselves with the Plans, Specifications, and all other Contract Documents. The Contractor, by the execution of the Contract, shall not be relieved of any obligations thereunder due to their failure to receive or examine any form or legal instrument or to visit the site(s) and acquaint themselves with the conditions there existing. Ciudad SWCD will be justified in

rejecting any claim based on facts which the Contractor should have noticed as a result of visiting the work site(s). NOTE: The location of all underground utilities is the responsibility of the Contractor. The Bidders shall familiarize themselves with federal, state and local laws, ordinances, rules and regulations and the Project site and local conditions and any other matters which would affect the construction and location of all underground utilities, performance of the Work and employment of labor thereon.

**22. Approval of Insurance**

If applicable, even though a "Notice to Proceed (NTP)" may have been given, the Contractor or a Subcontractor shall not begin any work under this Contract until the required insurance has been obtained and the proper Certificates (or insurance policies) have been filed with Ciudad SWCD, adding Ciudad SWCD as an additional insured as required by Ciudad SWCD. Neither approval nor failure to approve certificates, policies, or the insurance by Ciudad SWCD shall relieve the Contractor of full responsibility to maintain the required insurance in full force and effect.

**23. Minimum Wage Rates**

- a) The minimum wages to be paid to the various classes of mechanics and laborers engaged by the Contractor and Subcontractors for Work under this Contract including any additional, omitted or changed work, shall not be less than the amount as determined and established by the Labor and Industrial Division of the New Mexico Department of Workforce Solutions as provided by Section 13-4-11, N.M.S.A.1978 and in full force and effect, without exception, on the date of the Contract and during the lifetime of this Contract.
- b) The Contractor and each of its Subcontractors shall pay each of its employees working under this Contract in full, in cash, not less than once a week, less all legally required deductions or withholdings. When circumstances are such that payment in cash is not feasible or is impractical, payment may be made by check, provided, however, that adequate funds to cover same are on deposit at the bank upon which the checks are drawn, and further that the checks may be cashed without charge, trade requirements, or undue inconvenience to the payee.
- c) The minimum wage rates, if any, specified for apprentices shall apply only to persons working with the tools of the trade that they are learning, and under the direct supervision required by law, the number of apprentices in each trade or occupation employed by the Contractor or any Subcontractor shall not exceed the number permitted under the usual practice prevailing between Trade Unions and Employers Association of the respective trades or occupations.
- d) Extra Work - Minimum Wage. In case Ciudad SWCD orders the Contractor to perform extra work or additional work which may make it necessary for the Contractor or any Subcontractor under him to employ, in the performance of such work, any person in any trade or occupation for which no minimum wage rate is specified, Ciudad SWCD will include in the Contract Change Order for such extra or additional work the minimum wage rate for such trade or

Ciudad Soil & Water Conservation District  
ITB for the Construction of the ADA Sensory Nature Trail at the Tijeras Bio-Zone Education Center

occupation, and insofar as such extra or additional work is concerned, there shall be paid each employee engaged in the work in such trade or occupation, not less than the minimum wage rate included.

- e) Wage Underpayments and Adjustments. The Contractor agrees that, in case of underpayment of wages to any worker on the Project under this Contract, Ciudad SWCD may withhold out of payments due, an amount sufficient to pay such worker the difference between the wages required to be paid under his Contract and the wages actually paid such worker for the total number of hours worked and that Ciudad SWCD may disburse such amount so withheld by it, for and on account of the Contractor to the employee to which such amount is due. The Contractor further agrees that the amounts to be withheld pursuant to this paragraph may be in addition to the percentages to be retained by Ciudad SWCD pursuant to other provisions of this Contract.
- f) A copy of the New Mexico State Office of the Labor Commissioner Minimum Wage Rates and Apprentices minimum wage scales in effect at the time of the Contract shall be posted or otherwise always made available to the Contractor's employees on the job.
- g) The Contractor and all Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, age, religion, gender, national origin, sexual orientation, spousal affiliation, veteran status, mental or physical disability, or handicap.

Ciudad Soil & Water Conservation District  
ITB for the Construction of the ADA Sensory Nature Trail at the Tijeras Bio-Zone Education Center

**AGREEMENT**

THIS AGREEMENT MADE THIS \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
by and between \_\_\_\_\_, hereinafter called the Contractor, and Ciudad  
Soil & Water Conservation District (hereinafter called Ciudad SWCD).

WITNESSETH: That the Contractor and Ciudad SWCD for consideration stated herein mutually  
agree as follows:

1. Statement of Work.

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery,  
tools, equipment and services, including utility and transportation services, and perform and  
complete all work required of the construction of the improvements for the ADA Sensory  
Trail at the Tijeras Bio-Zone Education Center, and any required supplemental work, all in  
strict accordance with the Contract Documents, including all addenda thereto, numbered and  
dated as follows:

Addendum Number \_\_\_\_\_

Dated \_\_\_\_\_

2. The Contract Price.

Ciudad SWCD will pay the Contractor for the performance of the Contract in the current funds,  
in the amount of (to include New Mexico Gross Receipt Taxes in Contract Price):

\_\_\_\_\_

, for the total quantities of work performed at the unit prices stipulated in the bid for the several  
respective items of work completed subject to additions and deductions as provided in Contract  
Documents.

3. Contract. The executed Contract Documents shall consist of the following:

- A. This Agreement
- B. Ciudad SWCD Special Provisions
- C. Addenda (if any)
- D. Instructions to Bidders
- E. Signed Copy of Bid
- F. Project Drawings and Stamped Plans
- G. Project Forms
- H. Insurance Certificates and Endorsements

This Contract, together with other documents enumerated in this Article 3, which said other  
documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the  
Contract between the parties hereto. In the event that any provision of any other component part  
of this Contract conflicts with any provision or other component part, the provisions of the  
component part first enumerated in this Article 3 shall govern, except as otherwise specifically  
stated.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their

Ciudad Soil & Water Conservation District  
ITB for the Construction of the ADA Sensory Nature Trail at the Tijeras Bio-Zone Education Center

authorized officials.

Ciudad SWCD:

Contractor:

\_\_\_\_\_  
Board Chair, J. Steven Glass

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date