

Request For Proposals 2010-001, March 16, 2010, for:

El Valle de los Ranchos Water and Sanitation District Modular Office Building

Supplementary Offeror Information

A. General Notes

1. All Office Building plans and specifications provided to interested Offerors are diagrammatic and schematic in nature, and shall be completed by the Offeror's Architect/Engineer prior to commencing construction. The plans and specifications are provided as performance standards, and as such indicate the Owner's requirement for particular spatial arrangements and relationships and materials quality. The plans and specifications generally outline the work needed to result in a quality finished product suitable for beneficial long-term occupancy with a minimum of maintenance, energy use, and repairs.

2. Plans, Specifications, Addendum, and other documents provided to Offerors are complementary in nature and are not to be construed or interpreted as separate documents. Information presented in one document shall be taken as applicable to all documents. In the event of a conflict between any document or condition the more stringent standard, condition, specification or other requirement shall prevail. In the event a conflict or inconsistency is noted between the plans, specifications, and other contract documents the more expensive option shall be used, unless otherwise authorized by the Owner in writing. Omissions, ambiguities, or conflict between the documents shall be brought to the attention of the Owner no later than five days before Offers are due.

3. The Office Building is currently conceived and presented as a modular or factory-built product. Offerors may implement site-built construction provided the cost, quality, and delivery date is equal to or better than off-site construction.

4. Conventionally-built off-site ("Modular") construction has been selected to reduce on-site prevailing wage rate work and to improve building quality. The Modular Manufacturer shall be licensed to construct, deliver, and/or install modular buildings within the State of New Mexico.

5. In the event an Offeror proposes to utilize one of several conventional on-site construction processes the Offeror agrees that the Offeror's decision to provide a non-modular building shall in no event give rise to later claims for increased compensation owing to the requirement to pay prevailing wage rates for on-site labor or subcontract work.

6. It is the intention of the Owner and these Documents that the Office Building and associated site work be a turn-key contract with all construction work accomplished under an agreement with a qualified and duly licensed General Contractor. The cost of all work ordinarily and customarily performed or furnished by a turn-key General Contractor is to be included in the Offer. By submitting an Offer the Offeror acknowledges satisfaction as to the nature and location of the work, the general and local conditions, transportation and site access conditions,

availability of labor, materials, subcontractors, equipment, and other services, site and subsurface conditions, regulatory requirements, and all other matters that affect the work or the cost thereof as proposed under this RFP.

7. Bidders shall include the cost to connect, test, and otherwise energize water, sewer, electric, and gas connections, regardless of location, at the appropriate point of connection, whether within, under, or on the building, adjoining the Owner's property, or at a more distant location, including street cut permits and repairs, all as dictated by applicable code, utility provider requirements, and other standards, so as to provide a complete and serviceable utility system.

8. Although LEED or other formal certification is not expected Green Building principles are to be applied wherever possible. Offerors are expected to provide energy-efficient and sustainable suggestions.

9. All ordinary and expected General Conditions services shall be provided by the General Contractor, the cost of which shall be included in the Request For Proposal, including but not limited to:

- portajohn
- temporary fencing
- site housekeeping, including debris removal and disposal
- temporary enclosures
- temporary heating
- temporary utilities
- site security
- supervision
- mobilization, demobilization, shipping
- insurances as noted below
- other General Conditions items or services ordinarily and customarily furnished by a General Contractor, or as required by site conditions, weather, and time of year

10. Work by Owner:

- freestanding shelves, bulletin boards, display units
- site furnishings
- room signage other than Toilets and Janitor Storage
- kitchen appliances and equipment
- visual aids
- employee lockers
- soap dispensers
- fire/intruder alarm cabling & devices
- office furniture and equipment, including plan rack and plan table
- voice/data/internet cabling and devices
- surface-mounted window coverings
- closet storage systems

11. Contractor is to coordinate its work with work by Owner's separate contractors, if any, and work by Owner's forces, if any.
12. Contractor shall have an experienced superintendent or foreman on site during all construction activities. The Superintendent shall represent the Contractor and all directions given to or by the Superintendent shall be binding as if given to or by the Contractor. A log noting the weather, construction or other activities underway, visitors, deliveries, correspondence and phone calls, contractor's and subcontractor's on-site personnel, and other relevant information shall be prepared daily and available for the Owner's inspection. All project records shall be made available for inspection by the Owner upon request.
13. The Contractor may store reasonable amounts of materials and equipment within the fenced boundaries of the LQCC. The Owner and Taos County shall have no liability for such use, and the Contractor shall indemnify, hold harmless, and agree to defend the Owner and Taos County against any and all claims arising from use of Taos County property. Storage areas shall be at a location that does not encumber the County's use of the LQCC. All leftover materials shall be promptly removed and all debris cleaned up after.
14. The required United States Department of Agriculture Rural Development Documents do not perfectly mesh with the Owner's Request For Proposals format; therefore, all parties agree herein that the words "Offer" and "Offeror" shall be substituted for the words "Bid" and "Bidder", whenever and wherever they appear. Similarly, the words "Owners Representative or Engineer" shall be substituted for the word "Architect" whenever and wherever it appears.
15. Time is of the essence. A Notice of Award will be promptly provided to the Successful Offeror in order expedite the start of work. Occupancy by the Owner at the earliest possible date is desired.
16. The Site is approximately one acre. The Contractor shall mark off and protect an area of existing vegetation sufficient to reduce the total disturbed area on the site to less than one acre. In the event one acre or more is disturbed the Contractor shall (a) provide and administer an EPA-approved Stormwater Pollution Prevention Plan; or (b) provide an EPA-approved low-erosivity waiver, both at the Contractor's sole expense. The cost of either is NOT to be included in this Offer.
17. Due to the total excavated volume at the site being in excess of 50 cubic yards it is expected that a Grading and Drainage Permit will be required by Taos County. The Contractor is responsible for obtaining same, including all associated fees.
18. Upon request the Owner shall conduct a non mandatory, informal educational session for the purpose of discussing the administrative and contractual requirements associated with this Request For Proposals.
19. Offerors shall provide a listing of all subcontractors with subcontract values in excess of \$5,000.00. Offerors shall provide qualifications statements on subcontractors and prime

suppliers in excess of \$25,000.00. Subcontractors shall provide separate 100% performance and 100% payment bonding on subcontracts in excess of \$125,000.00.

20. Any notice (including demands, approvals, instructions and claims) shall be in writing and signed by an authorized representative of the party giving notice. Notice shall be delivered to the office of the Owner or the Contractor. Notice shall be deemed to have been given when delivered.

21. Extensive information about each Offeror's capacity, history, and work load is required so that the Owner can select the firm best qualified and offering the best value. Some questions may not be readily answered by an Offeror, and allowances will be made for self-evident good-faith efforts by an Offeror to respond to as many questions as possible. Conversely, efforts to mask a history of excessive change orders or litigation will lead to a significantly reduced Technical Proposal score.

B. Design

1. Offerors shall include in their Offer the cost to provide complete drawings and specifications in strict compliance with the intended occupancy classification and all other applicable construction standards and regulations.

2. The drawings provided as part of this Request For Proposal are schematic in nature and are intended to graphically communicate the space and construction needs in an outline form; they are not presented as complete in every detail. No additional payment will be considered or made by the Owner for items not shown on the schematic plans furnished under this Request For Proposals but required to meet occupancy needs and applicable regulations and standards.

3. Offerors shall promptly identify conflicts or errors discovered during the preparation of their Offer and forward same to the Owner for resolution, and shall incorporate the required standards in their Offer.

4. The costs associated with development, review, completion, and coordination of all civil, architectural, structural, mechanical, and electrical drawings and specifications and administering any needed corrections are an integral part of the Offer. Offerors shall include the cost of same in their Offer.

5. Plans and specifications may be changed during design and construction only with written notice to and consent of Owner.

6. Regulatory agencies and standards include but are not limited to: International Building Code 2003, NM State Fire Marshal Office, NM Construction Industries Division, Public Utilities, NM Energy & Natural Resources Division, Taos County Planning Department, and Taos County Emergency Services Department.

7. This is a “Best Practices and Best Value Project”. Work is to be in accordance with the attached or otherwise applicable Trade Industry Associations standards, which are incorporated by reference.
8. The facility must meet New Mexico Energy, Minerals, and Natural Resources Department Energy Efficiency Compliance requirements, if applicable, and Contractor shall provide stamped certification indicating NMENRD review and approval, if applicable.
9. Offerors shall include with its Offer a list of proposed subcontractors with contract values in excess of \$5,000.00, including the Modular Manufacturer, if any. The Owner reserves the right to reject objectionable subcontractors or suppliers if there is reason to believe the subcontractor or supplier cannot or will not comply with the spirit and letter of this Request For Proposals.
10. Offerors shall provide name and contact information for all professional services providers Offeror intends to use for the Project, including but not limited to third-party certification services and design professionals.

C. Warranties

1. Offeror shall provide a five year, no-dollar-limit labor and materials warranty for the roof, and a one year, no-dollar-limit warranty on all other materials, labor, equipment, and other construction items incorporated into or made part of the work. The GC shall conduct a mandatory 11 month warranty inspection with the Owner and shall complete all required warranty repair services by the end of the twelfth month from the date of acceptance.
2. Offeror shall identify what equipment is warranted only by manufacturer and shall provide contact information for nearest warranty service provider.
3. Offeror shall provide a written warranty service policy describing warranty service request handling, prioritizing, and turnaround time.
4. Offeror shall include in their Offer all costs associated with provision of all written Manufacturer(s) and Contractor warranties.
5. Offerors shall perform post-completion inspections and shall promptly perform required service calls to address settling-in issues, i.e., door latching, plumbing problems, etc. Post-completion inspections shall be at 3 months, 6 months, and 11 months from date of acceptance, and shall be conducted in the presence of a representative of the Owner.

D. Insurances

1. Builder's Risk coverage shall be purchased and certified as being in full force and effect prior to commencement of operations at the site, and shall remain in full force and effect until building is signed off by all regulatory agencies and the building has been accepted by the Owner.
2. Prior to the start of work the Contractor shall provide insurance certificates for: NM statutory workers compensation, \$2 million general liability and completed operations, owned vehicle(s), and modular transport company coverage, if any, or to the policy limits stated elsewhere in this Request For Proposals.

E. Bid Security and Bonds

1. A Bid Bond issued by a Surety authorized to conduct Business in the State of New Mexico and listed on the US Treasury Department Circular 570 (amended) shall be provided with Offers in response to this Request For Proposals. Failure to provide a bid bond shall render the Offer non responsive.
2. Subcontractors in excess of One Hundred Twenty-Five Thousand Dollars require separate payment and performance bonds to be provided by the Subcontractor, the premium cost for which shall be included in the Offer.

F. Prevailing Wage Rates

1. Prevailing wage rates are applicable to this project and the costs of same shall be included in the Offer. A sample Wage Determination is included in the Bid Package. The final Wage Determination shall be provided upon receipt of the Wage Rate Determination by the Owner. In all instances it is the sole responsibility of the Offeror to include all costs of prevailing wage rates in its Price Proposal.
2. Modular installation crews regularly employed as installers may be exempt from prevailing wage requirements; however, in all instances it the Offeror's responsibility to confirm applicability of Prevailing Wage Rates and pay such when required, at no additional expense to the Owner.

G. Payment

1. Prior to commencement of work the Contractor shall provide a detailed Schedule of Values to the Owner; which shall be in the AIA G703 Schedule of Values or a similar format.
2. The USDA RD requires Ten Percent (10%) retainage shall be withheld from payments due the Contractor. Upon satisfactory completion of Fifty Percent (50%) of the work the Owner may reduce the retainage amount to Zero percent (0%) on future payments due the Contractor.
3. If a modular building or other premanufactured building system is proposed the Contractor shall establish the design-initiation/production window reservation deposit amount and payment

date for review by and approval of Owner, providing such advance payment is permitted by the Funding Agency.

4. Percentage of Completion Payment requests are to be submitted by 25th of month, after which they will reviewed by Owner's Representative and submitted to USDA for payment, ordinarily by 5th day of the following month.
5. Payment on approved amounts will ordinarily be made on the 10th day of the following month, unless it falls on a weekend or a holiday. Payment will ordinarily be made by electronic funds transfer (EFT). It is expected that payment processing will require three to five days after approval by USDA RD representatives.
6. Project Close-Out procedures include delivery of Record Drawings and Specifications and other documents to Owner. Project Close-out will not be deemed complete until all required documents are received, reviewed and accepted by Owner, whose acceptance must be granted prior to processing the final payment request.

The Project Close-out Documents and associated close-out activities shall include but are not limited to the following:

- Notice of Substantial Completion, initiates insurance and building responsibility changeovers
- Record Drawings and Specifications - floor plan, elevations, electrical, mechanical, shop drawings - 3 sets
- Subcontractor list, with contact information and list of services provided
- Suppliers/Distributors list, with contact information and list of materials provided
- Complete listing of interior and exterior finishes, with manufacturer, model, color, etc.
- Lien Release from Contractor
- Lien Releases on subcontractors and suppliers (over \$5,000)
- Equipment specification sheets
- Attic stock of finish materials; quantities to be per standard practices
- Operation and maintenance manuals - 3 copies
- Master keys and 6 sets of duplicate keys after change-over from construction locks
- Owner's acknowledgment Start-up testing and Training session was conducted
- Contractor's and Manufacturer's written warranties and current warranty service department contact information
- Complete final cleanup and removal of temporary facilities and controls
- Touch up, repair, and restore marred, exposed finishes
- Final inspections and certification thereof from authorities having jurisdiction

- Certificate of Occupancy
- Final Pay Application
- Contractors Warranty

Note: All close-out documents and services shall be documented in the form of a Transmittal letter, addressed to the Owner.

H. Project and Employee Safety

1. An Offeror's Safety record is a consideration in evaluating and awarding the work under this RFP. Offerors shall provide proof of their current Employer Modifier rating. An EMR over 1.10 may be cause the Offer to be deemed non-responsive at the Owner's sole discretion and option.
2. Contractor agrees to implement and maintain a safety program sufficient to protect the Owner against loss and to protect all persons and property present at the site.
3. Objectionable persons may be barred from the site due to criminal records, drug use, alcohol abuse, threats of or actual workplace violence, etc.

I. Owner Occupancy

1. Building may be occupied prior to strict completion of Punch List

J. Liquidated Damages

1. Contractor agrees to compensate the Owner in the amount of One Hundred Dollars (\$100.00) per day of delayed completion past 180 calendar days as liquidated damages.

K. Offer Hold Period.

1. Offeror agrees to hold the Proposed Cost for forty-five (45) days after submission to the Owner. Failure to do so will cause the Offer Security to be forfeited.
2. Offer Security shall be held until the Evaluation Committee has ranked the Offers, whereupon the Offeror Security of the three highest-ranked Offerors will be retained for 45 days or until Contract is entered into between the Owner and the Successful Offeror, whichever occurs first.

L. United States Department of Agriculture - Rural Development General Conditions

1. The contractor shall furnish and pay the cost, including sales tax and all other applicable taxes and fees, of all the necessary materials and shall furnish and pay for all the superintendence, labor, tools, equipment and transportation and perform all the work required for the construction of all items listed and itemized in or under the Offeror's Proposal attached hereto in strict accordance with the Request For Proposals 2010-001, including all Offer Documents, Plans, Specifications and requirements, general conditions and special conditions which are attached hereto and made a part hereof, and any amendments thereto and such supplemental plans and specifications which may hereafter be approved.
2. The Owner shall provide the land upon which the work under this contract is to be done, and will, so far as is convenient, permit the Contractor to use as much of the land as is required for the erection of temporary construction facilities and storage of materials, together with the right of access to same, but beyond this, the Contractor shall provide at the contractor's cost and expense any additional land required.
3. In the event the Owner is dissatisfied with the slow progress or incompetency in the performance of the work in accordance with the schedule for completion of the various aspects of construction, the Owner shall give the Contractor written notice in which the Owner shall specify in detail the cause of dissatisfaction. Should the Contractor fail or refuse to remedy the matters complained of within five days after the written notice is received by the Contractor the Owner shall have the right to take control of the work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the Owner deems advisable. In such event the Owner shall be entitled to collect from the Contractor any expenses in completing the work.
4. The owner will withhold \$100.00 as liquidated damages from the amount payable to the Contractor for each calendar day that the contractor is in default after the time of completion stipulated in these Contract Documents. Liquidated damages will be assessed not as a penalty but as a reasonable estimate of damages to owner for delay in completion, as the amount of said damages would be difficult to ascertain.
5. The Contractor guarantees all material and equipment furnished and all work performed for a period of 1 year from the date of substantial completion of the contract. The contractor guarantees that the facility is free from defects due to faulty materials or workmanship and the contractor shall make the necessary corrections to correct these defects. Additional warranty periods may apply to specific items or materials as listed elsewhere in the Request For Proposals 2010-001.
6. The Contractor should give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as specified in the Request For Proposal and Contract Documents. If the contractor observes that the Contract Documents are at variation with any laws, ordinances, rules or regulations, the contractor should promptly notify the Owner in writing and any necessary changes shall be adjusted through the use of contract change orders.

7. The Contractor agrees to pay all claims for labor, materials, services and supplies and agrees to allow no such charge to be fixed on the property of the Owner.

8. The Contractor agrees to comply with all laws, rules and regulations that apply to related work.

9. The actual performance of work and superintendence shall be performed by the Contractor but the Owner shall, at all times, have access to the premises for the purpose of Quality Assurance, including but not limited to observing, inspecting or testing the work performed by the Contractor.

10. It is fully understood and agreed that none of the requirements of this contract shall be considered as waived unless changes are made in writing and then only by the persons executing this contract upon concurrence of USDA Rural Development.

11. The Contractor agrees not to sublet or assign this work to subcontracts or prime supplier agreements over \$5,000 without the written consent of the Owner, except as shown on the Offeror's Subcontractor and Prime Supplier Listing.

12. The Contractor shall have full responsibility under these conditions, general provisions, Plans and Specifications for any subcontracts or supplier agreements which the Contractor may enter into.

13. All questions or controversies which may arise between the Contractor and the Owner, under or in reference to this contract, should be resolved, to the fullest extent possible at a meeting between the Contractor, the Owner, and a representative of Rural Development. The agreements reached at such meetings shall be carefully documented and become final and binding on all parties concerned; however, should the Owner and Contractor be unable to agree, a board of three arbitrators shall be chosen. One shall be chosen by the Contractor, one shall be chosen by the Owner, and the third shall be selected through mutual agreement by the first two arbitrators. Should either party neglect or fail to select an arbitrator within ten days, the arbitrator selected by the other party shall have power to decide the dispute in the same manner as though a board of three arbitrators had been selected.

14. The Contractor shall indemnify and save harmless the Owner and the Owner's agents and employees, from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature, and description brought or recovered against them by reasons of any act or omission of the said Contractor, its agents, or employees, in the execution of the work or in guarding the same.

15. Payment. Final payment shall be made to the Contractor when the work is completed and accepted by the owner and Rural Development. The total amount of the payment shall be the amount of the contract plus the value of all changes as reflected in approved contract change orders. The entire balance found to be due the Contractor but excepting such sums as may be lawfully retained by the Owner, shall be paid to the Contractor. Such payment shall be

conditioned, however, upon the submission by the Contractor of evidence satisfactory to the Owner that all claims for labor, material, and any other outstanding indebtedness in connection with this Contract have been paid.

The Owner will make payments as follows: the value of work in place shall be as estimated by the contractor and approved by Rural Development. Prior to receiving any partial payment, the contractor must furnish the owner with a statement showing the total amount owed to date for materials and labor procured under this contract and, if required by the owner or Rural Development, must also submit evidence showing that previous partial payments were properly applied and that the current payment will be properly applied. Upon completion of the whole contract and acceptance of the work as required hereunder, by the owner and Rural Development, and compliance by the contractor with all terms and conditions of this contract, the amount due the contractor will be paid.

16. Upon completion or termination of the work, the Contractor shall remove from the vicinity of the work all equipment and all temporary structures, waste materials and rubbish resulting from its operations, leaving the premises in a neat and presentable condition. In the event of failure to do so, the same may be done by the Owner at the expense of the Contractor.