



Council Meeting Staff Report

January 9, 2024

Agenda No.:	B.
Indexes (Council Goals):	Economic Vitality - Tourism and Special Events, Quality Excellence - Infrastructure Asset Management
Presenters:	Sara Rhoton; Eric Martinez
Legislative File:	AGR1010-24

Title

Award of Bid No. 24-16 in the Amount of \$1,230,398.00 plus Applicable Gross Receipts Tax to Pluma, LLC for Construction of the White Rock Visitor Center Outdoor Restrooms and Pavilion Project, Establish a Project Budget in the Amount of \$1,670,000.00; and Approve Related Budget Revision 2024-42

Recommended Action

I move that Council approve award of Bid 24-16 in the Amount of \$1,230,398.00 plus Applicable Gross Receipts Tax to Pluma, LLC for Construction of the White Rock Visitor Center Outdoor Restrooms and Pavilion Project, Establish a Project Budget in the Amount of \$1,670,000.00; and Approve Related Budget Revision 2024-42

County Manager's Recommendation

The County Manager recommends that Council approve the motion as presented.

Body

On October 31, 2023, the County advertised a formal competitive solicitation for project construction through Invitation for Bid No. 24-16. Three (3) responses were received on November 29, 2023, with one bid considered responsive. The evaluation committee recommends award to Pluma, LLC.

The White Rock Visitor Center Outdoor Restrooms and Pavilion is a project included in Fiscal Year 2022 and 2023 Capital Improvement Program (CIP). Project design has been completed by Wilson & Co. through an on-call engineering services task order. The design includes the construction and installation of outdoor modular bathrooms and a pavilion shade structure over the seating area. Landscaping will be preserved to the maximum extent possible with mature trees to be relocated to Overlook Park area. The project supports tourism by providing facilities for the large number of visitors to the White Rock Visitor Center and Bandelier National Monument. Visitation at the White Rock Visitor Center during peak months includes over 16,000 people per month or up to 1,000 per day, creating a great need for restroom facilities and a comfortable place for visitors to wait for the Bandelier shuttle. The location of the outdoor restrooms and pavilion will be located east of the White Rock Visitor Center along State Road 4. The existing bus shelter will be replaced with an enlarged, comfortable, shaded rest area for visitors. The project is being completed in phases. This is the first phase that will address the most immediate need for additional restroom facilities. The second phase will include development of areas for three food truck pads, envisioned in the White Rock Town Center Master Plan (page 29).

Project construction includes installation of concrete footings and slabs, furnishing, and installing all mechanical, electrical and plumbing equipment and finishes as indicated on plans and required by code. Pluma, LLC will connect to all essential utilities, including water, sewer, storm drains and fiber optics. Electrical upgrades in this phase include capacity for future power demands from electrical pedestals for food trucks. The Contractor is also responsible to seal all exposed wood of the Outdoor

Restroom and Pavilion Modular structures.

During construction, the contractor will utilize a staging area located at the northwest corner of the parking lot. Upon Council approval, the Notice of Award will be sent to the contractor and the Pre-Construction Meeting will be scheduled in January 2024. The contract includes a substantial completion date of April 15, 2024; a final completion date of May 15, 2024, and liquidated damages for late completion. However, these dates may require adjustment due to awarding the contract one month later than originally anticipated. The Public Works Department and the engineering team from Wilson & Co. will provide construction management and oversight of the project.

Upon receipt of a schedule from the contractor and subsequent approval by the County, the schedule and Visitor Center and RV Park impacts will be shared with the public. Visitor Center and RV Park impacts will be minimized to the greatest extent possible during construction. Staff will also monitor all work control installations regularly.

Alternatives

Council could choose to award the bid; choose to not approve the award and request staff re-advertise the project for bids; or cancel or postpone the project until some future date. Potential consequences of delaying the work could include continued further escalation of construction costs and limited contractor availability.

Fiscal and Staff Impact/Planned Item

Council approved a Community Development Department budget option request for Fiscal Year 2022 in an amount of \$50,000 for design, and \$700,000 in Fiscal Year 2023 as part of the Capital Improvement Program for White Rock Visitor Center Improvements. See Project Budget Spreadsheet (Attachment A). A Budget Revision (Attachment B) is required to transfer \$920,000 from the General Fund to cover the construction budget including contingency.

Attachments

- A - Project Budget Spreadsheet
- B - Budget Revision Form 2024-42
- C - Images and Plans

PROJECT BUDGET SPREADSHEET

IFB NO. 24-23 - WHITE ROCK VISITOR CENTER RESTROOMS & PAVILION

Budget	Amount
FY 2021 County CIP	\$ 50,000.00
FY 2023 County CIP	\$ 700,000.00
Subtotal	\$ 750,000.00
Budget Revision	
General Fund Balance	\$ 920,000.00
Total Recommended Budget	\$ 1,670,000.00
Expenses	
Amount	
Base Bid - Pluma, Inc.	\$ 1,233,826.00
Additive Alternate - Metal Restroom Screen (in lieu of wood)	\$ 6,572.00
Subtotal	\$ 1,240,398.00
NMGRT 7.0625%	\$ 87,603.11
Total Bid w/Tax	\$ 1,328,001.11
Contingency, ~10%	\$ 134,336.53
Design & Construction Management	\$ 150,162.36
Electrical Utility Upgrades	\$ 50,000.00
APP 1%	\$ 7,500.00
Total Expenses	\$ 1,670,000.00
TOTAL BUDGET REQUEST	
	\$ 1,670,000.00

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Incorporated County of Los Alamos White Rock Visitor Center Outdoor Restrooms and Pavilion

1.5 Bid Forms

This Bid Submitted to:

Incorporated County of Los Alamos

Bid Number: IFB24-16

White Rock Visitor Center Outdoor Restrooms and Pavilion

- A. The undersigned Bidder proposes and agrees, if this Bid is accepted; to enter into an agreement with County in the form included in the solicitation documents; to perform and furnish all work as specified or indicated in the solicitation documents for the contract price; and within the contract time indicated in this bid; and in accordance with all of the other terms and conditions of the solicitation documents.
- B. Bidder accepts all the terms and conditions of the solicitation and Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty (60) calendar days after the day of the Bid opening. Bidder will sign and submit the Agreement and the Performance, Labor and Material Bonds, Certificate of Insurance and all other documents required by the Solicitation Requirements within ten (10) calendar days after receipt of the County's Notice of Award.
- C. Notice to Proceed shall be issued no later than twenty-eight (28) calendar days from Notice of Award.
- D. Bidder shall promptly provide written notice to the County of any conflicts, errors, or discrepancies discovered in the solicitation documents.
- E. Bidder represents this Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm or corporation to refrain from bidding, and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over County.
- F. By submitting the bid, each bidder represents to the County that it has inspected the site, is familiar with local conditions that may affect cost, progress, performance or furnishing of the work, has considered federal, state, and local laws and regulations that may affect cost, progress, performance, or furnishing of the Work and has read and is thoroughly familiar with the technical specifications and plans and the Solicitation and Contract document (including all addenda). The failure or omission of any such bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to its bid.
- G. Bidder represents that a complete set of Solicitation Documents was used in preparing the Bid and acknowledges that the County assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Solicitation Documents.

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Incorporated County of Los Alamos White Rock Visitor Center Outdoor Restrooms and Pavilion

- H. Bidder represents that the submission of this bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of the Bid, that without exception the Bid premised upon performing and furnishing the Work required by the Solicitation Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Solicitation Documents, and that the Solicitation Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- I. The Solicitation Documents are intended to describe a functionally complete project to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically required. When words or phrases which have a well-known technical or construction industry or trade meanings are used to describe work, materials or equipment, such words or phrases shall be interpreted in accordance with those meanings. Clarifications and interpretations of the Technical Specifications and Contract Drawings shall be issued by the County.
- J. The quantities appearing in the Bid Schedule, Plans, or other contract documents are approximate only and are prepared for the comparison of bids. Payment to the Contractor will be made only and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of Work performed and accepted, or materials furnished in accordance with the contract.
- K. The County reserves the right to obtain a cost breakdown of specific Unit Bid items having lump sum (LS) units of measure during the review process.

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Incorporated County of Los Alamos White Rock Visitor Center Outdoor Restrooms and
Pavillion**1.5.1 Bid Form**

Bidder agrees to perform the work for the following prices:

The TOTAL amounts of the below bid (excluding NMGR) shall be shown in both words and figures. In case of discrepancies, the amount shown in words will govern.

UNITS ACRONYMS			
ACRE = Acre	LB = Pound	SF = Square Foot	VF = Vertical Feet
CY = Cubic Yard	LIN. FT. = Linear Feet	SY = Square Yard	
EA = Each	LS = Lump Sum	TON = Ton	

Base Bid:

The Bidder agrees to perform all of the work described as the Base Bid in the Solicitation Documents for an amount determined as follows:

BASE BID 1				
NO.	ITEM	UNIT	QUANTITY	BID AMOUNT
201000	CLEARING AND GRUBBING	LS	1	\$ 17,500
203000	UNCLASSIFIED EXCAVATION	CY	30	\$ 12,500
203100	BORROW	CY	70	\$ 42,000
511000	STRUCTURAL CONCRETE CLASS A	CY	50	\$ 75,000
540060	REINFORCING BARS GRADE 60	LB	1,000	\$ 992
570868	ADS DURASLOT XL TRENCH DRAIN WITH 8-IN PIPE	LF	30	\$ 12,465
601000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS; SALVAGE COUNTY BENCHES, TRASH RECEIPTCAL, INTERPRETIVE KIOSK, AND BANDELIER SHUTTLE SIGN	LS	1	\$ 30,588
602020	RIPRAP CLASS C	CY	32	\$ 3,720
603281	SWPPP PLAN PREPARATION & MAINTENANCE	LS	1	\$ 15,756
608004	CONCRETE SIDEWALK 4"	SY	60	\$ 14,625
621000	MOBILIZATION	LS	1	\$ 76,761
663206	WATER SYSTEM	LS	1	\$ 176,613
663207	SEWER SYSTEM	LS	1	\$ 88,307
663208	ELECTRICAL SYSTEM / COMMUNICATION	LS	1	\$ 51,418
667506	MODULAR BATHROOM INSTALLATION	LS	1	\$ 392,051
667507	SHADE STRUCTURE INSTALLATION	LS	1	\$ 168,483
667508	PICNIC TABLE	EA	6	\$ 16,479
667509	CONCRETE BENCHES	EA	10	\$ 29,558

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704000	PRIVACY BULLETIN SIGN	SF	.64	\$	1,152
801000	CONSTRUCTION STAKING BY THE CONTRACTOR	LS	1	\$	2,372
802000	POST CONSTRUCTION PLANS	LS	1	\$	5,486

TOTAL BASE BID 1	\$ 1,233,826
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Total Base Bid Amount written in words:

One million two hundred thirty three thousand eight hundred and twenty six Dollars

Note: The bid amount shall exclude state gross receipts tax or local option tax, but shall include all other costs of doing business, including but not limited to bonds, insurance and profit. The Incorporated County of Los Alamos is required to pay the applicable tax including any increase in the applicable tax becoming effective after the date the contract is entered into. The applicable gross receipts tax or local option tax shall be shown as a separate amount on each billing or request for payment under contract. The Incorporated County of Los Alamos reserves the right to reduce or add quantities.

1.5.2 Alternates and Allowances

BID ALTERNATE 1	Substitute Wood Restroom Privacy Screen with Metal Restroom Privacy Screen with County artistic design (quantity -2)	LS	1	\$	6,572
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BID ALTERNATE 1 – Total	\$ 6,572
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Total Bid Alternate Amount written in words:

Six thousand five hundred seventy two Dollars

Note: The bid amount shall exclude state gross receipts tax or local option tax, but shall include all other costs of doing business, including but not limited to bonds, insurance and profit. The Incorporated County of Los Alamos is required to pay the applicable tax including any increase in the applicable tax becoming effective after the date the contract is entered into. The applicable gross receipts tax or local option tax shall be shown as a separate amount on each billing or request for payment under contract. The Incorporated County of Los Alamos reserves the right to reduce or add quantities.

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This bid is hereby submitted by the undersigned, in full conformity with the solicitation documents, and warrant that the undersigned. Has the authority to bind the General Contractor for the work.

I the undersigned have reviewed the Summary of Work and certify that the following licenses are required to fully perform the Summary of Work and that I as the General Contractor and/or Sub-contractors to be employed under this contract possess such New Mexico Contractor's License Number(s) and Classification(s):

Contractor	License Number(s)	Classification(s)
Pluma, LLC	387286	EE98, GB98



Signature of Agent authorized to sign on behalf of Bidder
 Timothy Everett - Vice President of Administration

Printed Name & Title of Agent
 Pluma, LLC

Organization's Legal Name
 6301 4th St. NW, Suite 1

Mailing Address Physical Address
 Albuquerque, NM 87107

City, State, Zip Code (505) 345-0755 (505) 212-4990

Telephone Number Fax Number
 03-0495332 02-963775-00-9

Federal Tax I.D Number NM CRS # (if located in-state)
 L0843737200

N.M. Preference Certification (attach copy)

Submitted application 11/29/2023 and will have in place by the time of award.

Los Alamos County Business License Number: (Required to perform work in the County)

NOTE: The bid amount shall exclude state gross receipts tax or local option tax, but shall include all other costs of doing business, including but not limited to bonds, insurance, and profit. The Incorporated County of Los Alamos is required to pay the applicable tax including any increase in the applicable gross receipts tax or local option tax shall be shown as a separate amount on each billing or request for payment under the contract. The Incorporated County of Los Alamos reserves the right to reduce or add quantities.

NON-DISCRIMINATION POLICY: This Company does not discriminate on the basis of color, national origin, sex, religion, age, and disabled status in employment or the provision of services.

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT VETERAN CONTRACTOR CERTIFICATE

Issued to: **PLUMA, LLC**

DBA: **PLUMA, LLC**
6301 4TH ST NW STE 7
LOS RANCHOS, NM 87107-5860

Expires: **02-Nov-2025**

Certificate Number:

L0843737200



Stephanie Scharen Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

Pluma, LLC - IFB24-16 White Rock Visitor Center Outdoor Restrooms and Pavilion

List of Subcontractors

FB24-16

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1.5.3 List of Subcontractors

All Bidders shall comply with the Subcontractor’s Fair Practices Act Chapter 13-4-31 to 13-4-43 NMSA 1978, Laws of New Mexico

Pursuant to Section 13-4-34, based on the Architect/Engineer estimate, list all subcontractors including second and third tiers performing work in excess of \$ 5,000.00.

No modifications to the list of subcontractors can be made at any time during the performance of the Work contemplated by the Agreement without the prior written approval of the County.

Contractor & Contact Name:	License # Classification:	E-mail:	Phone: Fax:	Address:	Work to be Performed:
No Bid Received					Plumbing/Mechanical
No Bid Received					Concrete

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Incorporated County of Los Alamos White Rock Visitor Center Outdoor Restrooms and Pavilion

1.5.4 Bid Bond



LOS ALAMOS

Pluma, LLC As Principal, hereinafter called the Principal or Contractor, and The Gray Insurance Company, a corporation duly organized and existing under and by virtue of the laws of the State of LA and authorized to do business in the State of New Mexico, as Surety hereinafter called the Surety, are held and firmly bound unto the County of Los Alamos, New Mexico, as Obligee, hereinafter called the County, in the sum of five percent of the Bid, Five Percent of Amount Bid dollars - \$ 5% for the payment of which sum Principal and Surety bind themselves, their heirs, executors, and administrators, successors, and assigns, jointly and severally. The conditions of this Bond are such that whereas the Principal has submitted the accompanying Bid for:

**Incorporated County of Los Alamos
Bid Number: IFB24-16
White Rock Visitor Center Outdoor Restrooms and Pavilion**

which Bid is by reference made a part hereof and is hereinafter referred to as the Bid and, if the County shall accept the Bid of the Principal and the Principal shall enter into a Contract with the County in accordance with the terms of such a Bid, and give such bond or bonds as may be specified in the bidding or solicitation documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, and shall in all other respects perform the agreement created by the acceptance of said Bid, or in the event of the failure of the Principal to enter into such contract and give such bond and bonds, if the Principal shall pay the County the difference between the amount specified in said bid and such larger amount which the County may in good faith

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Bid Bond continued

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, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way Impaired or affected by any extension of the time within which the County may accept such Bid; and said Surety does hereby waive notice of any such extension.

SIGNED AND ATTEST this 29th day of November, 2023.

PRINCIPAL: Pluma, LLC

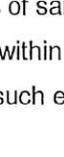
By: 

Print Name: Chris Pacheco

Title: MANAGING MEMBER

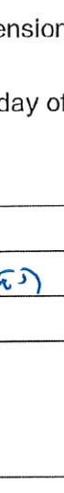
ATTEST: _____

SURETY: The Gray Insurance Company

By: 

Print Name: Christian Collins

Title: Attorney-in-Fact

ATTEST: 



**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: n/a **Principal:** Piuma, LLC
Project: IFB24-16 - White Rock Visitor Center Outdoor Restrooms and Pavilion

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Kevin Wojtowicz, Daniel F. Oaks, Jessica Reno, Devin Phillips, Richard Zimmerman, Christian Collins, and Laura D. Mosholder of St. Petersburg, Florida jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

“RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RBSOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana
ss:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 29th day of November, 2023.

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 29th day of November, 2023.

Leigh Anne Henican



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Incorporated County of Los Alamos White Rock Visitor Center Outdoor Restrooms and Pavilion

1.5.5 Campaign Contribution Form

**Incorporated County of Los Alamos
Bid Number: IFB24-16
White Rock Visitor Center Outdoor Restrooms and Pavilion**

This document must be returned with IFB submittal.

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two (2) years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two (2) years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds TWO HUNDRED FIFTY DOLLARS (\$250.00) over the two (2) year period.

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

The following definitions apply:

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

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

“Contract” means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

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

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Incorporated County of Los Alamos White Rock Visitor Center Outdoor Restrooms and Pavilion

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS: (Report any applicable contributions made to the following - COUNTY COUNCILORS: Denise Derkacs; Melanee Hand; David Izraelevitz; David Reagor; Randal Rytli; Sara Scott; and Sean Williams.)

Contribution Made by: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

Signature Date

Title (position)

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.

 _____
Signature Date

Timothy Everett
Vice President of Administration

Title (position)

IFB24-16

Incorporated County of Los Alamos White Rock Visitor Center Outdoor Restrooms and Pavilion

1.5.6 Certification - Debarment, Suspension, and other Responsibility Matters

**Incorporated County of Los Alamos
Invitation for Bids Number IFB24-16
White Rock Visitor Center Outdoor Restrooms and Pavilion**

The Bidder certifies to the best of its knowledge and belief that it, its principals and its sub-contractors:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, Local Entity;
- B. Have not within a three (3) year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction. Violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
- C. Are not presently indicted for otherwise criminally or civilly charged by a Federal, State, or Local Entity with commission of any of the offenses enumerated in paragraph (1) (B) of this certification; and
- D. Have not within a three (3) year period preceding this application/bid had one or more public transactions (Federal, State, or Local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this bid or termination of the award.

In addition, under 18 U.S.C. Sec. 10 01, a false statement may result in a fine up to \$ 10,000 or imprisonment for up to five (5) years, or both if Federal funding is used.

Timothy Everett - Vice President of Administration

Typed Name & Title of Authorized Representative



11/29/2023

Signature of Bidder's Authorized Representative

Date

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Incorporated County of Los Alamos White Rock Visitor Center Outdoor Restrooms and Pavilion

Comments:

Date: 11/29/2023

Contractor: Pluma, LLC

Address: 6301 4th St. NW, Suite 1

City, State, Zip Code: Albuquerque, NM 87107

Pluma, LLC confirms that all proposed subcontractors are not currently Contractor

suspended or debarred from conducting business with any City, State, County, or Federal Government entities.

Timothy Everett - Vice President of Administration

11/29/2023

Name and Title of Authorized Representative

Date

--- OR ---

I am unable to certify the above for the following reasons:

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Incorporated County of Los Alamos White Rock Visitor Center Outdoor Restrooms and Pavilion

1.5.7 Permanent Main Office Address of Company

Pluma, LLC	2001
Organization's Legal Name	Founding Date
<hr/>	
6301 4th St. NW, Suite 1	
Physical Address	
<hr/>	
S/A	
Mailing Address	
<hr/>	
Albuquerque, NM 87107	
City, State, Zip Code	

If incorporated, attach a Certificate of Good Standing from the Public Regulation Commission.

1.5.8 Authorization for Verification of Information

Pluma, LLC hereby authorizes any person, firm, or corporation to furnish Contractor any information requested by Los Alamos County or designated representative, to verify any and all information submitted with or relevant to this bid.

Timothy Everett - Vice President of Administration
 Printed Name and Title of Authorized Representative

	11/29/2023
Signature	Date

Sec. 31-261. - State and local preferences.

(a) *Definitions.* For the purposes of this section:

- (1) The terms "resident business" and "resident veteran business" shall be defined as set out in NMSA 1978, § 13-1-21;
- (2) The term "local" as applied to a business shall mean that it meets the requirements of the above definition, maintains its principal office and place of business in Los Alamos County, and has a required Los Alamos County business license.

(b) *Requirements for preference qualification.* The chief purchasing officer shall determine if a preference is applicable to a particular bid or offer on a case-by-case basis. A bidder or offeror must submit a written request for preference, with a copy of the state-issued preference certificate, with its bid or proposal to qualify for this preference.

- (1) If a corporation, it shall be incorporated in New Mexico and maintain its principal office and place of business in the state;
- (2) A person shall have qualified with the state chief purchasing officer as a resident business or resident veteran business and obtained a certification number as provided in NMSA 1978, § 13-1-22.

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- (c) *Preference factor.*
 - (1) The preference factor for qualifying resident and local businesses applied to bids and proposals shall be five percent.
 - (2) The preference factor for qualifying resident veteran businesses shall be in accordance with the requirements set forth in NMSA 1978, § 13-1-21.
- (d) *Invitations for bids.* When bids are received, the price quoted by the qualifying vendor shall be multiplied by 0.95. After application of the preference factor, the contract shall be awarded to the lowest bidder. If one or more low prices are equal, the bid shall be awarded with respect to the next category of offerors listed below, and the next, until an offer qualifies for award. The priority of categories of offers is as follows:
 - (1) Local business;
 - (2) Resident business.
- (e) *Requests for proposals.* When proposals are received, the total evaluation score with or without the cost factor of each proposal received from a qualifying vendor shall be multiplied by 1.05. After application of the factor, the contract shall be awarded to the highest score. If one or more scores are equal, the same procedure shall be followed with respect to the next category of offerors listed, and the next, until an offer qualifies for award. The priority of categories of offerors is the same as listed in subsection (d) of this section.
- (f) *Exemptions from preferences.* The resident and local preference specified in this article shall not be applied:
 - (1) To requests for qualifications;
 - (2) To any purchase of goods or services in excess of \$500,000.00;
 - (3) When the expenditure of federal funds designated in whole or in part for a specific purchase is involved; or
 - (4) When the expenditure of grant funds, a condition of which prohibits a local preference, is involved.

(Ord. No. 02-098, § 2, 12-2-2008; Ord. No. 02-305, § 8, 2-25-2020)

Are you requesting Preference?

YES NO

By answering "yes," the bidder or offeror is submitting a written request for preference.

A Bidder or Offeror must submit a copy of the state-issued preference certificate with its bid or proposal to qualify for this preference.

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Incorporated County of Los Alamos White Rock Visitor Center Outdoor Restrooms and Pavilion

1.5.9 Certificate of Contractors Registration

Sample *Certificate of Contractor Registration*



This is to certify that

XYZ Company, Inc.

1234 Main Street

ALBUQUERQUE, NM, 87109-5564

has registered with the Department of Workforce Solutions

Registration Date: 01/01/2017

Registration Number: 123456789

**This certificate does not show the current status of the company.
To see the current status for this company please go to the Public Works
and Apprenticeship Application (PWAA) at
<https://www.dws.state.nm.us/pwaa>**

Certificate of Contractor Registration



This is to certify that

Pluma LLC

Pluma LLC
6301 4TH ST NW
STE 1
ALBUQUERQUE, NM, 87107-5860

has registered with the Department of Workforce Solutions

Registration Date: 6/7/2023

Registration Number: 1755520150602

**This certificate does not show the current status of the company.
To see the current status for this company please go to the Public Works
and Apprenticeship Application (PWAA) at
<https://www.dws.state.nm.us/pwaa>**

IFB24-16

Incorporated County of Los Alamos
Pavilion

White Rock Visitor Center Outdoor Restrooms and
Pavilion

2.0 AWARD PHASE

2.1 Award Forms

2.1.1 Notice of Award



LOS ALAMOS

NOTICE OF AWARD AND IDENTIFICATION OF COUNTY'S DESIGNEE

To: **Pluma, LLC**

Address: **6301 4th St. NW, Suite 1, Albuquerque, NM 87107**

Project Description:

**Incorporated County of Los Alamos
Invitation for Bids Number: IFB24-16
White Rock Visitor Center Outdoor Restrooms and Pavilion**

Notice of Award:

The County has considered the Bid submitted by you for the above described Project in response to its Invitation for Bids dated October 31, 2023.

You are hereby notified that your Bid has been accepted subject to your executing the Agreement and furnishing the required Contractor's Performance Bond, Labor and Materials Payment Bond and required Certificates of Insurance, within ten (10) calendar days from the date of receipt of the Notice of Award.

You are hereby notified that the schedule required per Section 3, Schedules, Reports, and Records will be required to be submitted and accepted prior to Notice to Proceed being issued.

The following documents are provided with the Notice of Award: Two (2) copies of the Agreement, Performance Bond and Labor and Materials Payment Bond.

DocuSign Envelope ID: F553F6F9-99B8-448D-AF3A-DFE0749B9CD9

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Incorporated County of Los Alamos White Rock Visitor Center Outdoor Restrooms and Pavilion

Notice of Award continued

If you fail to sign and return to County's Designee said Agreement, and to furnish said Bonds within ten (10) days from the receipt of this notice, the County will be entitled to consider all your rights arising out of the County's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The County will be entitled to such other rights as may be granted by law.

County's Designee:

The Incorporated County of Los Alamos (County) designates Manuel Martinez as the County's Designee in connection with the performance of the work contemplated in the Contract, dated January 10, 2024, between the County and Pluma, LLC.

Dated this tenth day of January 2024.

Incorporated County of Los Alamos

Steven Lynne

Steven Lynne
County Manager

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Incorporated County of Los Alamos
Pavilion

White Rock Visitor Center Outdoor Restrooms and

2.1.2 Receipt of Notice of Award



LOS ALAMOS

Receipt of the above Notice of Award is hereby acknowledged by:

Timothy Everett, this 30 day of January, 2024,

for the following project:

**Incorporated County of Los Alamos
Invitation for Bids Number: IFB24-16
White Rock Visitor Center Outdoor Restrooms and Pavilion**

CONTRACTOR:

By: 

Printed Name: Timothy Everett

Title: Vice President of Administration

DocuSign Envelope ID: F653F5F9-99B8-448D-AF3A-DFE0749B9CD9

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Incorporated County of Los Alamos White Rock Visitor Center Outdoor Restrooms and Pavilion

2.1.3 Performance Bond



LOS ALAMOS

Bond No. GS59300556

Pluma, LLC

We as Principal, hereinafter referred to as Contractor, and The Gray Insurance Company a corporation organized and existing under and by the virtue of the laws of the State of LA and authorized to do business in the State of New Mexico, hereinafter called Surety, are held and firmly bound unto the Incorporated County of Los Alamos, hereinafter referred to as County, in the penal sum of one hundred percent (100%) of the Contract Price of One Million Two Hundred Thirty Thousand Three Hundred Ninety Eight and 00/100 dollars (\$ 1,230,398.00), as may be adjusted by Change Order, inclusive of applicable gross receipts taxes in lawful money of the United States of America, for the payment of which sum Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITIONS OF THIS BOND are such that, whereas, Contractor has been awarded and has agreed to enter into a certain Contract with the Incorporated County of Los Alamos, to which this Performance Bond will be attached and incorporated therein, for performance of Work or services on Project specifically described in the Contract document for:

**Incorporated County of Los Alamos
Invitation for Bids Number: IFB24-16
White Rock Visitor Center Outdoor Restrooms and Pavilion**

and if Contractor shall perform and complete all of the undertakings, covenants, terms, and obligations of said Contract during the original term thereof, and any extensions which may be granted by the County with or without notice to the Surety, and if Contract shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the County from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the County all outlay and expenses which the County may incur in making good any default, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

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Performance Bond Continued

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due, except that, with respect to express guarantees of a longer term, a suit thereon must be initiated within six (6) months following the expiration of said express guarantees, if any.

The Surety acknowledges that said Contract may contain express guarantees and agrees that said guarantees, if any, are covered by the Surety's obligation hereunder.

Right of action with respect to any express guarantees, if any, in said Contract shall accrue following completion and formal acceptance of the work under said contract.

The right to sue on this bond accrues only to the contracting agency and the parties to whom New Mexico Statutes Annotated, 1978 Comp. 13-4-18 through 13-4-20, as amended, grant such right; and such right shall be exercised only in accordance with the provisions and limitation of said statutes.

PROVIDED, FURTHER, that Surety, for value received hereby stipulates and agrees that no change, extensions of time, alteration or addition to the terms of Contract. The Agreement, or the work to be performed thereunder, or the Contract Documents accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alternation or addition to the terms of the Contract.

PROVIDED, FURTHER, that no final settlement between the County and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument may be executed in two counter-parts, each one of which shall be deemed as an original, this 5th day of February, 2024.

The undersigned state that they have the authority to enter into said Contract.

CONTRACTOR AS PRINCIPAL: Pluma, LLC

By: [Signature]

Print Name: Chris Pacheco

Title: MANAGER

ATTEST: _____

SURETY: The Gray Insurance Company

By: [Signature]

Print Name: Christian Collins

Title: Attorney-in-Fact

ATTEST: [Signature]

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Incorporated County of Los Alamos White Rock Visitor Center Outdoor Restrooms and Pavilion

2.1.4 Payment (Labor and Materials) Bond



LOS ALAMOS

Payment (Labor and Materials) Bond for the Protection of all Persons Supplying Labor and Material to the Contractor or its Sub-contractors

Bond No. GS59300556

We Pluma, LLC as Principal, hereinafter called the Contractor, and The Gray Insurance Company, a Corporation organized and existing under and by virtue of the laws of the State of LA, and authorized to do business in the State of New Mexico, hereinafter called the Surety, are held and firmly bound unto the Incorporated County of Los Alamos as Obligee, hereinafter the County, in the amount of One Million Two Hundred Thirty Thousand Three Hundred Ninety Eight and 00/100 Dollars (\$ 1,230,398.00), in the penal sum of one hundred percent (100%) of the Contract Price of One Million Two Hundred Thirty Thousand Three Hundred Ninety Eight and 00/100 dollars (\$ 1,230,398.00), as may be adjusted by Change Order, inclusive of applicable gross receipts taxes in lawful money of the United States of America, for the payment of which sum Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

Payment (Labor and Materials) Bond is for the Protection of all Persons Supplying Labor and Material to the Contractor or its Sub-contractors

WHEREAS, Contractor has agreed to enter into the Contract described as follows:

**Incorporated County of Los Alamos
Invitation for Bids Number: IFB24-16
White Rock Visitor Outdoor Bathrooms and Pavilion**

Which contract is by reference made part hereof, and is hereinafter referred to as the Contract.

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NOW, THEREFORE, the condition of this obligation is such that if the Contractor shall pay as they become due, all just claims for labor performed and materials and supplies furnished upon or for the work under said contract, whether said labor be performed and materials and supplies be furnished under the original contract or any contract thereunder, then this obligation shall be null and void; otherwise, it shall remain in full force and effect, subject, however to the following conditions:

The right to sue on this bond accrues only to the Contracting Agency and the parties to whom Section 31-173 Los Alamos County Code of Ordinances grant such right; and any such right shall be exercised only in accordance with the provisions and limitations of said ordinance.

PROVIDE, FURTHER, that the Surety, for value received hereby stipulates and agrees that no change, extensions of time, alteration, or addition to the terms of the Contract, or to the Work to be performed thereunder, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract.

PROVIDE, FURTHER, the County shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have no obligations to make payments to give notices on behalf of or otherwise have obligations to Claimants. The Surety hereby waives notice of any change, including changes of time, to the Contractor or to related subcontracts, purchase orders and other obligations.

SIGNED AND SEALED ON this 5th day of February, 2024.

CONTRACTOR AS PRINCIPAL: Pluma, LLC

Signature: [Handwritten Signature]

Print Name: Chris Pacheco

Title: MANAGER

Address: 6301 4th St. NW, APO. NM 09707

SURETY'S AUTHORIZED NEW MEXICO AGENT: The Gray Insurance Company

Signature: [Handwritten Signature]

Print Name: Christian Collins

Title: Attorney-in-Fact

Address: 220 Congress Park Dr., Ste 100. Delray Beach, FL 33445

This bond is issued simultaneously with Performance Bond in favor of County for the faithful performance of the contract.

Nielsen, Wojtowicz, Neu, & Associates
02/05/2024 16:01 170428201745

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: GS59300556 **Principal:** Pluma, LLC
Project: IFB24-16 - White Rock Visitor Center Outside Bathrooms and Pavilion

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: Kevin Wojtowicz, Jessica Reno, Edwin T. Collins, IV, Devlin Phillips, Christian Collins, and Laura D. Mosholder of St. Petersburg, Florida jointly and severally on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana
ss:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92853
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 6th day of February, 2024.

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 6th day of February, 2024.

Leigh Anne Henican



2.1.5 Insurance Requirement



LOS ALAMOS

- A. Contractor shall purchase and maintain such liability and other insurance including completed operations insurance for the Work being performed and furnished and will provide protection from claims set forth which may arise out of or result from Contractor's performance and furnishing of the Work being performed and furnished and will provide protection from claims set forth which may arise out of or result from Contractor's performance and furnishing of the Work and Contractor's other obligations under the Solicitation Documents, whether it is to be performed or furnished by Contractor, any Subcontractor or Supplier or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable. Insurance requirements are as follows:
- A.1.1. Comprehensive and General Liability Insurance
 - A.1.2. \$1,000,000 per occurrence and a combined single limit of at least Two Million Dollars (\$2,000,000) aggregate Bodily Injury and Property
 - A.2. Motor Vehicle Insurance
 - A.2.1. Same limits as Comprehensive General Liability Insurance whether for:
 - A.2.1.1. Owned or leased motor vehicles; or non-owned or hired vehicles
 - A.3. Worker's Compensation Insurance
 - A.3.1. The Contractor shall also be required to provide proof of full compliance with New Mexico State Worker's Compensation Laws
 - A.4. Property, Fire, and All Risk Insurance
 - A.4.1. Contractor shall purchase and maintain until final payment, property insurance upon the Work at the site to the full insurable value thereof.
 - A.4.2. This insurance shall insure against the perils of "all risk" insurance for physical loss and damage, and shall include damages, losses, and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys, and other professional). If not covered under the "all risk" insurance, Contractor shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment.

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B. The Contractor, prior to signing the Contract, shall provide proof of insurance coverage, which is satisfactory to the County, in the County's sole discretion, and copies of same to the County which shall remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing or replacing defective Work.

B.1. Insurance Terms and Conditions

B.1.1. The following statement shall be included on the certificate of insurance: "The Incorporated County of Los Alamos is named as additional insured regarding General Liability, Automobile Liability, and Professional Liability if required, for

**Incorporated County of Los Alamos
Invitation for Bids Number: IFB24-16
White Rock Visitor Center Outdoor Restrooms and Pavilion**

B.1.2. The insurance shall provide that the County will be notified as soon as possible in the event of cancellation.

B.2. Renewal of Insurance

B.2.1. Evidence of renewal of insurance policies shall be provided to the County no less than forty-five (45) days prior to expiration date.

B.3. Subcontractors

B.3.1. Contractor shall ensure all of its subcontractors meet all insurance requirements.

B.4. Receipt and Application of Insurance Proceeds

B.4.1. Any insured loss under the policies of insurance required of Contractor will be adjusted with County and made payable to County as fiduciary for the insured's, as their interests may appear, subject to the requirements of any applicable loan clause. County shall deposit into a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no special agreement is reached, the damaged Work shall be repaired or replaced the monies so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order or Written Agreement.

B.4.2. County as fiduciary shall have power to adjust and settle any loss with insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to County's exercise of this power. If such objection be made, County as fiduciary shall make agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, County as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party of interest, County as fiduciary shall give bond for the proper performance of such duties.

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Incorporated County of Los Alamos White Rock Visitor Center Outdoor Restrooms and Pavilion

2.1.6 Contract

**Incorporated County of Los Alamos
Invitation for Bids Number: IFB24-16
White Rock Visitor Center Outdoor Restrooms and Pavilion**

THIS CONTRACT, made and entered into by and between the Incorporated County of Los Alamos, New Mexico, hereinafter called the County and Pluma, LLC a New Mexico (State and entity status), hereinafter called the CONTRACTOR, is executed on the date set forth opposite the signature of the authorized representatives of the parties.

WHEREAS, the Contractor was awarded the Contract for the Incorporated County of Los Alamos: **Invitation for Bids Number IFB24-16, White Rock Visitor Center Outside Bathrooms and Pavilion** and said award was approved by the County on January 9, 2024, which date shall be deemed to be the date of this Contract.

THE PARTIES AGREE:

ARTICLE 1 – SUBJECT MATTER – The Contractor shall perform the Work, and shall furnish all the materials, equipment, tools, labor and all supplies, appliances, and appurtenances necessary to the full completion of the Work on the Project, and in accordance with the language of the Contract and the Solicitation documents. The term "Contract" means the Solicitation. The Work shall be performed in accordance with the Contract, which shall be interpreted to give full effect to all of the terms and conditions herein. In the event of a conflict in the terms and provisions of the Contract, the terms and provisions of the Contract shall control in the following order:

- A. Change Orders
- B. Addenda
- C. Contract
- D. Notice to Contractors
- E. Special Conditions
- F. General Conditions
- G. Technical Specifications
- H. Contract Drawings

ARTICLE 2 – CONTRACT TIME –

- A. Construction shall start on or after the date specified on the Notice to Proceed. **The Work shall achieve Substantial Completion by April 15, 2024. The Project shall achieve Final Completion by May 15, 2024.** The calendar day period between the substantial completion and final completion dates is for the sole purpose of completing all punch list items.
- B. The Contractor will proceed with the Work at such rate of progress to ensure full completion of the Work by the Final Completion date. It is expressly understood and agreed, by and between the Contractor and the County, that the Contract Time for the completion of Work described herein is a reasonable time, and that in submitting a bid on the Project and executing the Contract, the Contractor has taken into consideration the

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average climatic and economic conditions and other factors prevailing in the locality where the Work is to be performed.

C. Termination of the Contract-

1. This contract shall terminate upon County's issuance of Notice of Final Completion, provided however, that Contractor's warranty obligations and any warranties listed within the Technical Specifications for materials, equipment, systems and/or labor supplied through the Contractor for the execution of the Work shall survive the termination of this Contract until such time as County determines that Contractor's warranty obligations have been fulfilled and County has specifically released Contractor, in writing or by the individual warranty expirations, from such obligations. The issuance of Notice of Final Completion or the release of surviving Contractor obligations shall not be deemed a waiver of any claim the County may have against Contractor arising from Contractor's performance under this Contract.
2. County may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for work actually completed to the satisfaction of County at the rates agreed upon by the parties hereto. Contractor shall render a final report of the work done to the date of termination and shall turn over to County originals of all materials, documents or other deliverables prepared pursuant to this Contract.
3. Funding. This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by the County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

ARTICLE 3 – LIQUIDATED DAMAGES FOR DELAY OR INCENTIVES FOR EARLY COMPLETION –

- A. Should the Contractor fail to complete the work within the time agreed upon in the Contract, Contractor will be assessed **\$1500.00** per day for each calendar day beyond the Milestone, Substantial, and/or Final Completion dates, including all executed change orders. In view of the difficulty of estimating the damage, this amount is fixed by parties as the liquidated damages that the County will suffer by reason of such default and not by way of penalty.

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B. Delays –

1. If the Contractor is delayed at any time in the progress of the Work by any act or neglect by the County, or by changes in the Work, or by labor disputes, fire, unusual delay in transportation, unusual weather, adverse soil conditions other than was described in a geotechnical survey, unavoidable loss by the Contractor, delays specifically authorized by the County, or by unforeseeable or unavoidable causes beyond the Contractor's control, avoidance, or mitigation, and without the fault or negligence of the Contractor or subcontractor or supplier at any tier, then the Contract Time may be extended by Change Order for such reasonable time as the overall completion of the Work, as the County may in its sole discretion determine that such event has delayed the Critical Path and Completion of the Work, if the Contractor complies with the notice and documentation requirements set forth below.
 2. Contractor shall provide a written notice of delay which may result in a request for an extension of time to the County, within ten (10) calendar days from the date the Contractor knew or should have known of the facts giving rise to the delay. The notice shall indicate the cause of the delay, the anticipated length of the delay, and the probable effect of such delay upon the progress of the Work. If the cause of the delay is continuing, the Contractor must give written notice every month at the same time it submits the updated schedule and/or progress report to the County with the Payment Application.
 3. Within fifteen (15) calendar days after the elimination of any such delay, the Contractor shall submit a formal Change Order request for an extension of time for such delay. The written request for time extension shall state the cause of the delay, the number of days extension requested, and such analysis and documentation of the schedule of the project and other documentation to demonstrate a delay in the critical path of the Work.
 4. If the Contractor does not comply with the notice and documentation requirements set forth above, the Contractor shall have waived its right to a claim for delay.
- C. An incentive for early completion if applicable shall apply to each calendar day the work is substantially complete prior to Milestone or Substantial Completion date up to a maximum number days as assigned.
1. The incentive payments for this contract are assigned at \$0.00 per day.

ARTICLE 4 – COMPENSATION – In consideration of the satisfactory performance of the Work by the Contractor and the acceptance of such Work by the County, Contractor shall be paid an amount not to exceed the **Contract Price of one million, two hundred thirty thousand, three hundred ninety-eight dollars (\$1,230,398.00), plus any executed Change Order(s), plus applicable New Mexico Gross Receipts Tax**

ARTICLE 5 – PROGRESS PAYMENTS –

- A. Contractor shall submit (but not more often than once a month), to the County for review an Application and Certification for Payment as shown herein, filled out and accompanied by such supporting documentation as is required by the Agreement and also as the County may reasonably require. The County has seven (7) calendar days to review the Application

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Incorporated County of Los Alamos White Rock Visitor Center Outdoor Restrooms and Pavilion

- for Progress Payment either to accept or reject. If application is rejected, Contractors shall resubmit a new Application for Progress Payment. Upon any re-submittal of Application for Progress Payment, the twenty-one (21) calendar day time frame is reinstated. These applications for payments shall be based on the performance of the Work in accordance with the Contract Documents. Contractor shall submit Earned Value Curve if required by the Project Manager with each Application for Payment,
- B. Contractor warrants and guarantees that title to all work, material and equipment covered by an Application for Progress Payment, whether incorporated in the Project or not, will pass to County at the time of payment free and clear of all liens, claims, security interests and encumbrances.
 - C. Prior to Substantial Completion, the County with the concurrence of the Contractor may use any completed or substantially completed portions of the Work. Such use shall not constitute an acceptance of such portions of the Work.
 - D. As provided herein, County may refuse to make payment of the full amount requested by the Contractor. County will provide Contractor with written notice (with copy to Engineer) stating the reasons for such action.
 - E. If payment is requested and approved by the Project Manager on the basis of materials and equipment not incorporated in the Work, but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Progress Payment shall also be accompanied by such data, (receipts, invoices, packing lists, delivery tickets, etc.) satisfactory to Owner and will establish Owner's title to the material and equipment and project. Contractor is responsible for all loss or damage to stored materials.
 - F. Contractor warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to County no later than time of payment, free and clear of all liens.
 - G. In the event that agreement between the County or County's designee and Contractor cannot be reached, the County will pay the portion not in question and attempt to reach agreement on those portions not in agreement in the next billing cycle.
 - H. Payment may be made by mutually agreed upon method.
 - I. County has full power to withhold payment and release of Contractor's Performance as well as Labor and Materials Bonds until all the work is completed to the County's satisfaction, until the Contractor shall satisfy the County that it has fully settled or paid for all labor performed and materials, supplies, equipment rentals and services used from the respective suppliers and subcontractors involved, and to withhold payment equal to liquidated damages as accepted payment for liquidated damages.
 - J. County at its sole discretion may require an Affidavit of Payment and Release of Liens with every Application.
 - K. Unless otherwise specified in the Solicitation Documents as a Notice of Extended Payment, permitting the Owner to make payment within a period not to exceed 45 days, payments shall be made within twenty-one (21) calendar days from receipt of an undisputed request in accordance with the New Mexico Prompt Payment Act, Sections 57-28-1 et seq. NMSA 1978.
 - L. Final Application for Payment

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- L.1. The final Application for Progress Payment shall include a notarized Affidavit of Payment and Release of Liens.
 - L.2. After Contractor has completed all such corrections to the satisfaction of the County and delivered in accordance with the Contract Documents all maintenance and operating instructions, all materials including but not limited to spare parts, lubricants, etc., as required by Contract documents, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, Notice of Termination for NPDES, marked up record documents showing work as constructed (as-builts), video tapes, Contractor may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied (except as previously delivered) by all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required, consent of surety, if any, to final payment, and complete and legally effective releases or waivers (satisfactory to County) of all liens arising out of or filed in connection with the Work. If any subcontractor or supplier fails to furnish such release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any lien.
- M. Final Payment and Acceptance
- M.1. On the basis of the Engineer's and Owner's observation of the Work during construction and final inspection and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer recommends to Owner that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Owner shall process final payment. Otherwise, County will return the Application to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application.
- N. The final payment by the County signifies that the Work has been accepted by the County under the conditions of the Contract Documents.
- N.1. The acceptance by the Contractor of final payment shall be and shall operate as a release to the County of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically expected by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the County and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or the Contractor's sureties from any obligations under the Solicitation documents or the Performance Bond and Labor and Materials Bond.
- O. The making and acceptance of Final Payment shall constitute a waiver of all claims by the Contractor against the County other than those previously made in writing and still unsettled.

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ARTICLE 6 – PAYMENT TO MECHANICS AND LABORERS – Contractor agrees to make prompt payment to its subcontractors and suppliers for work performed under the Contract within seven (7) days after receipt of payment from the County and to pay all mechanics and laborers in accordance with Section 57-28-5 NMSA 1978, as applicable. Contractor shall obtain from each supplier of services or materials used in the performance of the Contractor's obligations under this Contract a written release and waiver of all liens against the County and Project. Such releases and waivers of lien shall be submitted to the County with the final Application for Payment and may be required with each Application for Payment at the County's sole discretion.

Additionally, all Sub-contractors shall require that their Sub-contractors and suppliers make prompt payment to their Sub-contractors and suppliers for amounts owed for work performed on the construction project within seven days after receipt of payment from the owner, contractor or Sub-contractors

If the contractor or Sub-contractors fails to pay the contractor's or Sub-contractor's subcontractor and suppliers by first-class mail or hand delivery within seven days of receipt of payment, the contractor or subcontractor shall pay interest to the subcontractors and suppliers beginning on the eighth day after payment was due, computed at one and one-half percent of the disputed amount per month or fraction of a month until payment is issued. These payment provisions apply to all tiers of contractors, subcontractors and suppliers.

ARTICLE 7 – MODIFICATION OF CONTRACT – This Contract may be modified only by mutual written consent of the parties.

ARTICLE 8 – INDEMNITY – Contractor shall indemnify, hold harmless and defend County, its Council members, employees, agents and representatives, from and against all liabilities, damages, claims, demands, actions (legal or equitable), and costs and expenses, (including without limitation fees for attorneys and other professionals, of any kind or nature), arising from Contractor's performance or failure to perform hereunder or breach hereof or the performance or failure to perform of Contractor's employees, agents, representatives and subcontractors.

All representations, indemnifications, warranties, and guarantees made in, required by or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment to the extent permitted by New Mexico or other applicable law, completion and acceptance of the Work and termination or completion of the Agreement.

ARTICLE 9 – NON-ASSIGNMENT – Contractor may not assign this Agreement or any privileges or obligations herein without the prior written consent of the County.

ARTICLE 10 – LAWS, REGULATIONS, JURISDICTION AND VENUE – Contractor shall abide by all applicable federal, state and local laws, regulations, and policies and shall perform the Work in accordance with all applicable laws, regulations, and policies during the term of the Contract. In any lawsuit or legal dispute arising from the operation of this Contract Contractor agrees that the laws of the State of New Mexico shall govern. Venue shall be in the First Judicial District court of New Mexico in Los Alamos County, New Mexico.

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IN WITNESS whereof the parties have executed this Contract.

CONTRACTOR

Date: 1/30/2024

By: [Signature]

Print Name: Timothy Everett

Title: Vice President of Administration

INCORPORATED COUNTY OF LOS ALAMOS:

Date: 1/17/2024

By: Steven Lynne

Steven Lynne, County Manager



ATTEST

By: [Signature]

Naomi Maestas, County Clerk

APPROVED AS TO FORM

[Signature]

J. Alvin Leaphart, County Attorney

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Pavilion

White Rock Visitor Center Outdoor Restrooms and

3.0 CONSTRUCTION PHASE

3.1 Construction Phase Related Forms

3.1.1 Contractor Personnel Information

The Contractor will provide at the pre-construction meeting and update as necessary the following information to the County:

- A. Contractor's Project Manager: Justin Newcomb
- B. Contractor's Superintendent: Dominic Buchner
 - 1. Address: 6301 4th St. NW, Suite 1, Albuquerque NM 87107
 - 2. Telephone No.: (505) 345-0755
 - 3. Email Address: justin@plucys.com
- C. Emergency Contact Information:
 - 1. Name: Pluma, LLC
 - 2. Phone No.: (505) 345-0755
 - 3. Name: Justin Gregory (Office Manager)
 - 4. Phone No.: office: (505) 345-0755
 - 5. Name: _____
 - 6. Phone No.: _____
 - 7. Name: _____
 - 8. Phone No.: _____
- D. List of authorized signatures for: Certified Payroll, Payroll Affidavits, Change Orders, Progress Payment Certifications.
 - 1. Name: Justin Newcomb
 - 2. Title: Project Manager
 - 3. Name: Joey Bustretsky
 - 4. Title: Bookkeeper
- E. Project Safety Officer: Justin Gregory
- F. Equal Employment Opportunity Officer: Justin Gregory

The person listed in "B" will become the Contractor's Representative of Record. The Contractor will not be allowed more than one (1) Representative. The Contractor's Representative shall supervise the project and be available at all times when construction is in progress.

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3.1.2 Notice to Proceed

Date: February 13, 2024

To: Pluma, LLC

Address: 6301 4th St. NW, Suite 1, Albuquerque, NM 87107

**Incorporated County of Los Alamos
Invitation for Bids Number: IFB24-16
White Rock Visitor Center Outside Bathrooms and Pavilion**

You are notified that the Contract time under the above contract will start on February 13, 2024. By that date you are to start performing your obligations under the Contract. You are required to return an acknowledged copy of this Notice to Proceed to the County's Designee before commencing any work and meet all other requirements of the Contract. The date of Substantial Completion of all work is therefore April 15, 2024, and Final Completion of all work is therefore May 15, 2024.

Incorporated County of Los Alamos

Steven Lynne

Steven Lynne
County Manager

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Incorporated County of Los Alamos White Rock Visitor Center Outdoor Restrooms and Pavilion

3.1.3 Acceptance of Notice to Proceed

Receipt of the Notice to Proceed is hereby acknowledged this 13th day of February, 2024 for the following project:

**Incorporated County of Los Alamos
Invitation for Bids Number: IFB24-16
White Rock Visitor Center Outdoor Restrooms and Pavilion**

CONTRACTOR:

By: Jose Lopez 2/13/2024

Print Name: Jose Lopez

Title: VP OF OPPS

3.3 ATTACHMENTS



Staging Area White Rock Visitor Center Parking Lot
115 NM-4 White Rock N.M. 87547

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3.3.1 License Agreement for Staging Area

THIS LICENSE AGREEMENT (Agreement) is entered into by and between the **Incorporated County of Los Alamos (County)** and **Contractor, a New Mexico Corporation** to be effective for all purposes on January 10, 2024.

A. PURPOSE

The purpose of this Agreement is to grant to CONTRACTOR the revocable privilege of using County properties (Properties), more specifically described herein, for staging areas to facilitate CONTRACTOR'S work on **Los Alamos County Project No. IFB24-16 White Rock Visitor Center Outdoor Restrooms and Pavilion**. The County's grant of this revocable privilege shall satisfy County's obligation to provide CONTRACTOR with staging areas under the above-identified Project.

B. TERM

This Agreement shall commence on January 10, 2024 and shall continue until CONTRACTOR'S work under the above-referenced Project is substantially complete, unless sooner terminated as provided herein.

C. USE OF THE PREMISES

County grants to CONTRACTOR the use of the property described herein for staging area to include the placement, unless specifically excluded herein one (1)-caretaker unit, the storage of Project related materials, and the storage of Project related equipment, and for no other purpose. Caretaker units shall not exceed eight (8) feet by forty (40) feet and may be used as a dwelling unit for CONTRACTOR'S personnel with a maximum of two (2) occupants per unit.

D. GENERAL REQUIREMENTS APPLICABLE TO ALL PROPERTIES

The following requirements are applicable to all Properties unless specifically addressed or modified in Section E. Specific Properties herein: CONTRACTOR shall:

1. Provide properly anchored portable toilets sufficient in number to accommodate all waste generated within the Property. Locate portable toilets as far as possible away from residential development and provide for their regular and routine maintenance and servicing;
2. Provide covered trash receptacles sufficient in number to accommodate all refuse generated within the property and provide for their regular and routine maintenance and servicing;
3. May provide sufficient lighting necessary for security and safety of persons, material and equipment as well as for the security and safety of the public. Such lighting shall be down directed and produce no glare and conform to the New Mexico Dark Sky Act;
4. Provide and maintain a protective buffer between staging activities and nearby water courses;
5. Provide Good housekeeping measures as outlined in the Storm Water Pollution Prevention Plan (SWPPP) will be adhered to at all times;
6. Provide any applicable utility hook-ups at contractor's coordination and expense;
7. Provide storm water pollution protection and management at his/her expense;
8. Ensure staging area boundaries do not encroach onto other properties or open space.

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E. SPECIFIC PROPERTIES

The following specific Properties, including specific uses or limitations to such use, are designated as staging areas for use by CONTRACTOR in conformity with the contract documents and this License.

STAGING AREA: White Rock Visitor Center Parking Lot (Contractor accepts to use area by initialing: )

Site-specific requirements are as follows:

1. Weather resistant Information Board for posting required information such as prevailing wage rates, Need to Know information, Notice of Intent, Safety Info, etc.;
2. Fuel storage tank is **not** permitted;
3. Limited Repair of vehicles and equipment is permitted as per SWPPP;
4. Clearing and grubbing is **not** permitted;
5. Grading of the property is **not** permitted;
6. Fencing exists but Contractor is responsible for providing additional security if deemed necessary by the Contractor. Optional lighting to the extent that surrounding homes are not affected by glare is permitted; to be approved by Project Manager;
7. All materials and equipment must be confined within the defined area;
8. Limited storage space of traffic control devices and storage containers is permitted;
9. Maximum of two (2) portable toilets are permitted;
10. Contractor shall provide adequate dust control at proper frequencies within the staging area;
11. Sweep Staging area *as needed*.

G. ASSIGNMENT

This License is not assignable.

H. RECORDS

CONTRACTOR shall maintain throughout the term of this License records necessary to demonstrate that all of the terms and conditions of the License have been met, including but not limited to records relating to any necessary licenses, permits, and other "authorizations" and compliance with any and rules, regulations, requirements or guidelines applicable to CONTRACTOR'S use of the Properties. CONTRACTOR shall make available for inspection by County all records, books of account, memoranda and other documents pertaining to County immediately upon request of County.

I. STRUCTURES, IMPROVEMENTS, ALTERATIONS OR ADDITIONS

Except as specifically permitted or required herein, no structures, improvements, alterations or additions shall be permitted on the Properties without the prior written authorization of County. CONTRACTOR shall maintain and leave the" Properties in a clean condition, free of debris and litter, and restored to their prior condition or as close thereto as is reasonably practicable.

J. LIABILITY

County shall not be liable for any cost of expense or any kind or nature with respect to this License or CONTRACTOR'S use of the Properties, CONTRACTOR shall promptly pay all costs and expenses associated with CONTRACTOR'S use of the Properties including, without limitation, the cost of utility services and fencing. CONTRACTOR shall assure; and provide evidence to County that the insurance maintained by CONTRACTOR under its Contract the performance of work **IFB24-16** applicable to and will cover losses resulting from the use of the Properties. CONTRACTOR agrees to indemnify, defend, and hold County harmless from any liability,

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damage, loss, injury, cause of action, and costs and expenses (including attorneys' fees), of any kind or nature, arising from or in any way related to the use of the Properties, including but not limited to, any liability, damage, loss, injury, cause of action, or costs and expenses (including attorneys' fees) arising from or in any way related to any actual, threatened or alleged disposal, release, or contamination by hazardous substances of the Properties by CONTRACTOR its employees, subcontractors and agents. CONTRACTOR'S obligations under this Section shall survive the expiration or termination of the License.

K. SAFETY

CONTRACTOR shall assure that all of its operations conducted on the Properties are performed in a safe manner.

L. COUNTY ACCESS TO PROPERTIES

County and its designated representatives shall have access to the Properties at all times. CONTRACTOR shall notify County immediately of any situation that may arise on the Properties that may cause damage or harm to the health, welfare or safety of the public or to the environment and property of County and shall fully cooperate with County in addressing any such situation.

M. APPLICABLE LAWS

CONTRACTOR shall comply with all federal, state, and local laws, regulations, ordinances and, other legal requirements applicable to CONTRACTOR'S use of and activities on the Properties. This License shall be construed and enforced according to the Laws of the State of New Mexico.

N. CANCELLATION AND VACATION OF THE PROPERTIES

County may, at its sole discretion immediately cancel this License or any part hereof at any time with or without cause and no further use shall be made of the Properties by CONTRACTOR. Failure of County to fully enforce any and all provisions of this License shall not constitute a waiver of any future breach of any such terms or provisions. Upon expiration or cancellation of this License, the CONTRACTOR shall remove within seven (7) days all equipment, tools, vehicles, and any other property belonging to the CONTRACTOR from the Properties and shall leave the Properties in clean condition, free of debris and litter and restored to its prior condition or as close thereto as reasonably practicable.

ATTEST:



Naomi D. Maestas

Naomi D. Maestas
County Clerk

INCORPORATED COUNTY OF LOS ALAMOS

Steven Lynne

Steven Lynne
County Manager

Approved as to Form

J. Alvin Leaphart

J. Alvin Leaphart
County Attorney

[Signature]
Contractor

VP of Admin
Title

1/30/24
Date