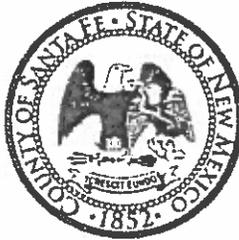


Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

Date: January 13, 2015

To: Board of County Commissioners

From: Bill Taylor, Procurement Manager

Via: Katherine Miller, County Manager
Jeff Trujillo, ASD Director
David Sperling, Fire Chief

ITEM AND ISSUE: BCC Meeting January 27, 2015

REQUEST APPROVAL OF AGREEMENT NO. 2015-0160-FD/PL WITH BIG ROCK BUILDERS FOR THE CONSTRUCTION SERVICES OF THE POJOAQUE FIRE STATION IMPROVMENTS IN THE AMOUNT OF \$289,699 EXCLUSIVE OF GRT AND REQUEST COUNTY MANAGER SIGNATURE AUTHORITY ON THE PURCHASE ORDER /Bill Taylor-Procurement

SUMMARY

The Purchasing Division and the Fire Department are requesting approval of Agreement No. 2015-0160-FD/PL with Big Rock Builders in the amount of \$289,699 exclusive of GRT for the construction services of the Pojoaque Fire Station improvements.

BACKGROUND

The Pojoaque Fire Station is located at 17919 US Highway 84/285 and was originally constructed in 2001. The original 8,030 square foot structure consists of three apparatus bays and a north wing that houses volunteers, office space, and a training room. A separate 3,000 square foot south wing to house career staff was added in 2012. The original volunteer section and training room are in need of renovation and improvement.

The proposed improvements to the facility were designed by SMPC Architects of Santa Fe and Albuquerque. The work in the existing north wing consists of selective demolition, cutting, patching, refinishing existing floors (carpet and tile), new suspended acoustical ceiling and grids, painting, new restroom countertops and lavatories, new kitchen cabinets and countertops, fixtures

and appliances, data termination point replacements, selective cabinetry and new access to a proposed Fitness Room addition. The new 741 sf fitness room addition includes foundation, structural framing, mechanical, electrical and plumbing. Also included is the installation of a fire suppression (sprinkler) system in the apparatus bay.

The Purchasing Division issued Invitation for Bid (IFB) No. 2015-0160-FD/PL on November 16, 2014. This solicitation was advertised in the Santa Fe New Mexican and in the Albuquerque Journal and posted on the County's Website. Twelve (12) contractors attended the mandatory pre-bid conference and five bids were received from the following construction companies at the December 18, 2014 Public Bid Opening:

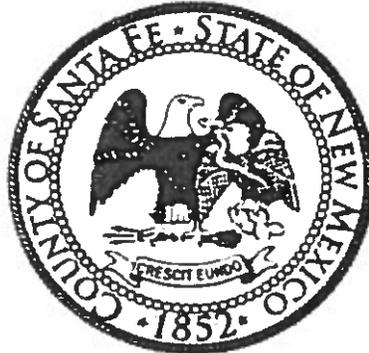
Big Rock Builders, Espanola, N.M.
RCC, LLC, Albuquerque, N.M.
Anissa Construction, Albuquerque, N.M.
Duran Enterprises de Santa Fe, Santa Fe, N.M.
Davenport Construction Management, Santa Fe, N.M.

All bids were reviewed for responsiveness by the Purchasing staff and Big Rock Builders was determined to be the lowest, responsive bid received.

ACTION REQUESTED

The Purchasing Division and the Fire Department are requesting approval of Agreement No. 2015-0160-FD/PL with Big Rock Builders for the construction services of the Pojoaque Fire Station Improvements in the amount of \$289,699 exclusive of GRT and request County Manager signature authority on the purchase order.

**AGREEMENT BETWEEN SANTA FE COUNTY AND CONTRACTOR
FOR CONSTRUCTION SERVICES**



**SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION
2014 EDITION**

[Changes, additions, deletions and/or any modifications other than those agreed upon by the parties upon execution of this contract, without the written consent of Santa Fe County shall render this document null and void.]

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

Hereafter "County":

Katherine Miller, County Manager
Santa Fe County
PO Box 276
Santa Fe, New Mexico 87504-0276
TELEPHONE: 505-986-6200
FAX: 505-985-2740

Hereafter "Contractor":

Big Rock Builders
#57 State Road 581
Española, New Mexico 87532
TELEPHONE: 505-753-2229
E-MAIL ADDRESS: rocky.fresque@gmail.com

ARCHITECT

NAME: SMPC Architects
ADDRESS: 115 Amherst Drive SE
Albuquerque, New Mexico 87106
TELEPHONE: (505) 255-8668
E-MAIL ADDRESS: j.padilla@smpcarchitects.com

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RECITALS

WHEREAS, in accordance with Section 13-1-103 through Section 13-1-110 NMSA 1978, the County issued Invitation for Bid (IFB) No. 2015-0160-PW/PL for construction services for the Pojoaque Fire Station Improvements;

WHEREAS, the Contractor submitted its bid, dated December 18, 2014 in response to IFB No. 2015-0160-PW/PL; and

WHEREAS, the County is authorized to enter into a construction contract for the Project pursuant to Sections 13-1-100, NMSA 1978; and

WHEREAS, the Contractor hereby represents that it is a licensed contractor of the State of New Mexico pursuant to Chapter 60, Article 13 NMSA 1978; and

WHEREAS, the Owner agrees to hire the Contractor, and the Contractor agrees to provide Construction Services as required herein for the Project in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the County requires the services of the Contractor, and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

**ARTICLE 1
THE CONTRACT DOCUMENTS**

1.1 DOCUMENTS

The contract documents consist of the following:

- Agreement between County and Contractor
 - General Conditions of the Construction Contract
 - Conditions of the Work of the Construction Contract
 - Bid Sheet Attachment A
 - Addenda and Modifications issued Attachment B
- before and after execution of this Agreement

1.2 CERTIFICATES AND DOCUMENTATION

The following certificates and documentation are hereby attached as exhibits as follows:

- Project Manual Exhibit A
- Technical Specifications as listed in Plan Set Exhibit B
- Labor and Material Payment Bond Exhibit C
- Performance Bond Exhibit D
- Assignment of Antitrust Claims Exhibit E
- Certificate of Insurance Exhibit F

Notice of Award
Notice to Proceed
Change Order
Certificate of Substantial Completion

Exhibit G
Exhibit H
Exhibit I
Exhibit J

**ARTICLE 2
THE WORK**

2.1 THE WORK

The Contractor shall perform all the Work required by the Contract Documents for the following:

The Pojoaque Fire Station is located at 17919 US Highway 84/285, Pojoaque, New Mexico. The work in the existing north wing consists of selective demolition, cutting and patching, refinishing existing floors (carpet and tile), new suspended acoustical ceiling and grids, painting, new restroom countertops and lavatories, new kitchen cabinets and countertops, fixtures and appliances, data termination point replacements, selective cabinetry and new access to the proposed Fitness Room addition. The new 741 sf addition includes foundation, structural framing, mechanical, electrical and plumbing and finishes. Also included is the installation of a fire suppression (sprinkler) system in the apparatus bay and in the north wing.

**ARTICLE 3
EFFECTIVE DATE, TIME OF COMMENCEMENT, SUBSTANTIAL COMPLETION
AND AMENDMENTS**

3.1 EFFECTIVE DATE

The Effective Date of this Agreement is the date of signature by the County.

3.2 TIME OF COMMENCEMENT

The work to be performed under this Contract shall be commenced no later than ten (10) consecutive calendar days after the date of written Notice to Proceed issued by the County, hereto attached as Exhibit H.

3.3 SUBSTANTIAL COMPLETION

The Contractor shall achieve Substantial Completion of the entire work no later than one hundred fifty (150) calendar days from the date of the Notice to Proceed, except as hereafter extended by valid written Change Order. A Certificate of Substantial Completion, attached hereto as Exhibit J, will be issued by the County to the Contractor, as adjusted by any Change Order, attached hereto as Exhibit I.

3.4 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified in this Article, the Contractor agrees that Liquidated Damages in the amount of five hundred dollars (\$500.00) shall be assessed per each calendar day that expires after the date of substantial completion, as adjusted by any Change Order, and until issuance by the County of a certificate of Substantial Completion in accordance with Paragraph 7 EFFECTIVE DATE AND TERM of the General Conditions.

- A. It is hereby understood and mutually agreed, by and between the Contractor and the County, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are *essential conditions* of this contract and it is further mutually understood and agreed that the work outlined in this contract shall be commenced on a date to be specified in the "Notice to Proceed."
- B. The Contractor agrees that work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the County, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- C. If the Contractor shall neglect, fail or refuse to complete the work within the time herein specified or any proper extension thereof granted by the County, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the County the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as herein set forth, for each and every calendar day that the contract shall be in default after the time stipulated in the contract for completing the work.
- D. The amount is fixed and agreed upon by and between the Contractor and the County because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the County would in such event sustain, and the amount is agreed to be the amount of damages which the County would sustain and the amount shall be retained from time to time by the County from current periodical estimates.
- E. It is agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided that the Contractor shall not be charged with liquidated damages or any excess cost when the County determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the County. Provided that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

1. To any preference, priority or allocation order duly issued by the County;
2. To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the County, acts of another contractor in the performance of a contract with the County, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
3. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections above.

F. Provided further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the County shall grant a further period of time prior to the date of final settlement of the contract, notify the County in writing of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

3.5 AMENDMENTS

This Agreement may be amended by mutual agreement by both parties upon issuance of a Change Order by the County to the Contractor. Any such amendment shall be in accordance with Paragraph 10 AMENDMENTS-CHANGE ORDERS of the General Conditions. Unless otherwise agreed to by the parties, an amendment shall not affect any outstanding Purchase Order(s) issued by the County prior to the effective date of the amendment.

ARTICLE 4 CONTRACT SUM

4.1 LUMP SUM

The County shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, an agreed upon Lump Sum of Two Hundred Eighty Nine Thousand Six Hundred Ninety Nine Dollars (\$289,699.00), exclusive of New Mexico gross receipts tax.

4.2 CONTRACT AMOUNT

The Contract sum is determined as follows:

Base Bid	\$ 248,500.00
Alternate No. 1	\$ 19,654.00
Alternate No. 2	\$ 21,545.00
Total Contract Amount	\$ 289,699.00 exclusive of GRT

ARTICLE 5 PROGRESS PAYMENTS

5.1 PROGRESS PAYMENTS

Based upon an Application for Payment submitted to the County by the Contractor and Certificates for Payment issued by the County, the County shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

- A. No later than (21) working days following receipt by the County of an undisputed Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the Work and one hundred percent (100%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the County; less such amounts as the Architect/ Engineer shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents (Section 57-28-5, NMSA 1978).
- B. When making payments, the County, Contractor or subcontractor shall not retain, withhold, hold back or in any other manner not pay amounts owed for work performed. For additional information regarding retainage and the Prompt Payment Act (refer to Section 57-28-5, NMSA 1978).
- C. Contractor and subcontractors shall make prompt payment to their subcontractors and suppliers for amounts owed for work performed on the construction project within twenty-one (21) days after receipt of payment from the County, Contractor or subcontractor. If the Contractor or subcontractor fails to pay its subcontractor and suppliers by first-class mail or hand delivery within twenty-one (21) days after receipt of an undisputed request for payment, the Contractor or subcontractor shall pay interest to its subcontractors and suppliers beginning on the twenty-second day after payment was due, computed at one and one-half percent (1.5%) of the undisputed amount per month or fraction of a month until payment is issued. These payment provisions apply to all tiers of contractors, subcontractors and suppliers (Section 57-28-1 et. seq. NMSA 1978).
- D. In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration.
- E. All material and work covered by partial payments made shall thereupon become the sole property of the County, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the County to require the fulfillment of all of the terms of the contract.

- F. County's right to withhold certain amounts and make application thereof. The Contractor agrees that it will indemnify and hold the County harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnisher of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall, at the County's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails so to do, then the County may, after having served written notice on the said Contractor, either pay unpaid bills, of which the County has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the County to either the Contractor or its Surety. In paying any unpaid bills of the Contractor, the County shall be deemed the agent of the Contractor, and any payment so made by the County shall be considered as a payment made under the contract by the County to the Contractor and the County shall not be liable to the Contractor for any such payments made in good faith.

ARTICLE 6 FINAL PAYMENT

6.1 FINAL PAYMENT

The entire unpaid balance of the Contract Sum, shall be paid by the County to the Contractor within thirty (30) calendar days after notification of the County by the Architect/Engineer that all incomplete and unacceptable work that was noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion has been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the Architect/Engineer. In addition, the Contractor shall provide to the County a certified statement of Release of Liens and Consent of Surety.

6.2 ACCEPTANCE OF FINAL PAYMENT CONTITUTES RELEASE

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 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. No payment, however, final or otherwise, shall operate to release the Contractor or its sureties from any obligations under this contract or the Performance and Payment Bond.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

SANTA FE COUNTY:

Robert A. Anaya, Chair
Santa Fe County Board of County Commissioners

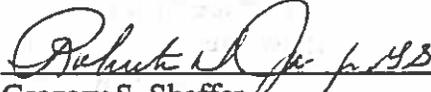
Date

ATTESTATION:

Geraldine Salazar
Santa Fe County Clerk

Date

REVIEWED AS TO LEGAL FORM AND SUFFICIENCY:



Gregory S. Shaffer
Santa Fe County Attorney

1-8-15

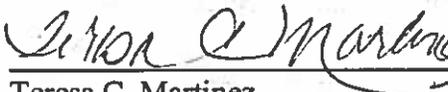
Date

COUNTY MANAGER APPROVAL:

Katherine Miller
Santa Fe County Manager

Date

FINANCE DEPARTMENT APPROVAL:



Teresa C. Martinez
Santa Fe County Finance Director

1/09/2015

Date

CONTRACTOR:

Signature

Date

Print Name

Print Title

GENERAL CONDITIONS
TO AGREEMENT BETWEEN SANTA FE COUNTY
AND CONTRACTOR
FOR CONSTRUCTION SERVICES

1. DEFINITIONS

The following terms as used in this contract are respectively defined as follows:

- 1.1 *Application for Payment* Contractor's written request for payment for completed portions of the work and, for materials delivered or stored and properly labeled for the respective project.
- 1.2 *Change Order* A written document between the County and the Contractor signed by the County and the Contractor authorizing a change in the work or an adjustment in the contract sum or the contract time. A Change Order may be signed by the Architect or Engineer, provided they have written authority from the County for such procedure and that a copy of such written authority is furnished to the Contractor upon request. The contract sum and the contract time may be changed only by Change Order. A Change Order may be in the form of additional compensation or time; or less compensation or time known as a deduction.
- 1.3 *Calendar Day* Each and every Day shown on the calendar, beginning and ending at midnight.
- 1.4 *Contract Period* The elapsed number of working days or calendar days from the specified date of commencing work to the specified date of completion, as specified in the contract.
- 1.5 *Contractor* is a person, firm or corporation with whom the contract is entered into with the County.
- 1.6 *Construction Documents* All drawings, specifications and addenda associated with a specific construction project.
- 1.7 *Construction Schedule* A schedule in form satisfactory to the County, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule.
- 1.8 *Day* The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.
- 1.9 *Labor and Material Payment Bond* A written form of security from a surety (bonding) company to the County, on behalf of an acceptable prime Contractor or

subcontractor, guaranteeing payment to the County in the event the Contractor fails to pay for all labor, materials, equipment, or services in accordance with the contract. (see Performance Bond and Surety Bond).

- 1.10 *Lump Sum Agreement (See Stipulated Sum Agreement)*
- 1.11 *Lump Sum Bid* A single entry amount to cover all labor, equipment, materials, services, and overhead and profit for completing the construction of a variety of unspecified items of work without the benefit of a cost breakdown.
- 1.12 *Lump Sum Contract* A written contract between the County and Contractor wherein the County agrees to pay the Contractor a specified sum of money for completing a scope of work consisting of a variety of unspecified items or work.
- 1.13 *Payment Bond* A written form of security from a surety company to the County, on behalf of an acceptable prime contractor or subcontractor, guaranteeing payment to all persons providing labor, materials, equipment, or services in accordance with the contract.
- 1.14 *Performance Bond* A written form of security from a surety company to the County, on behalf of an acceptable prime contractor or subcontractor, guaranteeing the completion of the work in accordance with the terms of the contract.
- 1.15 *Progress Payment* A payment from the County to the Contractor determined by calculating the difference between the completed work and materials stored and a predetermined schedule of values or unit costs. (see Schedule of Values, Unit Costs).
- 1.16 *Progress Schedule* A pictorial or written schedule (including a graph or diagram) that shows proposed and actual start and completion dates of the various work elements.
- 1.17 *Punch list* a list of items to be completed or corrected, prepared by the Architect/Engineer, checked and augmented as required by the Contractor or Construction Manager is appended to Exhibit J (Certificate of Substantial Completion). Note: The failure to include any item on such list does not relieve the Contractor of the responsibility to complete all work in accordance with the Contract Documents.
- 1.18 *Schedule of Values* A statement furnished by the Contractor to the Architect or Engineer and the County reflecting the portions of the contract sum allotted for the various parts of the work and used as the basis for reviewing the Contractor's Applications for Payment.
- 1.19 *Services* Includes services performed, workmanship, and material furnished or utilized in the performance of services.

- 1.20 *Stipulated Sum Agreement* A written agreement in which a specific amount is set forth as the total payment for completing the contract (See Lump Sum Contract).
- 1.21 *Subcontractor* is a person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.
- 1.22 *Unit Price Contract* A written contract wherein the County agrees to pay the Contractor a specified amount of money for each unit of work successfully completed as set forth in the contract.
- 1.23 *Unit Prices* A predetermined price for a measurement or quantity of work to be performed within a specific contract. The designated unit price would include all labor materials, equipment or services associated with the measurement or quantity established.
- 1.24 *Working Day* means every day except Saturday, Sunday and holidays recognized by Santa Fe County. Based on a review of weather that may adversely affect the Contractor's ability to effectively prosecute the Work, and the actual Work performed by the Contractor, the Architect or Engineer will determine (between the end of the day and noon of the next day) if the County will charge a Working Day. If the Contractor was able to effectively prosecute Work on a critical path item for six (6) or more hours on a Saturday, Sunday or County-recognized Holiday, the Architect or Engineer may charge a Working Day.
- 1.25 *Work on (at) the project* is work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any subcontractor.

2. CONTRACT AND CONTRACT DOCUMENTS

- 2.1 *Entire Agreement.* This Agreement represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Agreement, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior condition, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless incorporated in this written Agreement.
- 2.2 *Relationship of Contract Documents.* The Contract Documents are complementary, and any requirement of one Contract Document shall be as binding as if required by all.
- 2.3 *Conflicting Conditions.* Any provisions in any of the Contract Documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.

3. PLANS, SPECIFICATIONS AND ADDENDA

- 3.1** The plans, specifications and addenda, hereinafter enumerated in Article 1 of the Agreement Between County and Contractor for Construction shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretation of the provisions to which they refer.
- 3.2** Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Agreement shall be attached to this Agreement at the time of execution, and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

4. CONTRACT SECURITY – BONDS

- 4.1** Performance Bond. The Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract sum as security for the faithful performance of this Contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law.
- 4.2** Payment Bond. The Contractor shall provide payment bond in an amount not less than one hundred percent (100%) of the contract price or in a penal sum not less than that prescribed by state, territorial or local law, as security for the payment of all persons performing labor on the project under this contract, furnishing materials in connection with this contract and all of Contractor's requirements as specified in the contract documents. The Payment Bond shall remain in effect until one (1) year after the date when final payment becomes due.
- 4.3** Additional or Substitute Bond. If at any time the County for justifiable cause shall be or become dissatisfied with any surety or sureties, then upon the Performance or Payment Bonds, the Contractor shall within five (5) days after notice from the County so to do, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the County. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the County.
- 4.4** Labor and Material Bond. The Contractor shall provide to the County Labor and Material Bond in an amount equal to the required payments by the Contractor to pay specified subcontractors, laborers, and materials suppliers associated with the project.

5. TERMS AND MEANINGS

Terms used in this Agreement that are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

- 5.1 **Words and Phrases.** Words, phrases, and abbreviations which have well-known technical or trade meanings used in the Contract Documents shall be used according to such recognized meanings. In the event of a conflict, the more stringent meaning shall govern.
- 5.2 **Gender, Singular/Plural.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.
- 5.3 **Captions and Section Headings.** The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope and conditions of this Agreement.
- 5.4 **Interchangeable Terms.** For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.

6. COMPLIANCE WITH APPLICABLE LAW, CHOICE OF LAW

- 6.1 This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of New Mexico and applicable ordinances of Santa Fe County.
- 6.2 In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations, including Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).
- 6.3 **Minimum Wage Rates.** The Contractor, all subcontractors and subsubcontractors warrants and agree to will comply with all applicable provisions of the New Mexico Public Works Minimum Wage Act as outlined in the Bid Documents. Wage rates are not applicable to projects costing less than \$60,000.
- 6.4 This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be federal and state district courts of New Mexico.
- 6.5 Pursuant to 13-1-191, NMSA 1978, reference is hereby made to the criminal laws of New Mexico, including §30-14-1, §30-24-2, and §30-41-1 through 3, NMSA 1978, which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code, 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation.
- 6.6 **New Mexico Tort Claims Act.** By entering into this Agreement, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et Seq. NMSA 1978, as amended. The County and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not

waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

- 6.7 Provision Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

7. EFFECTIVE DATE AND TERM

- 7.1 This Agreement shall, upon due execution by all parties, become effective in accordance with the Agreement Between County and Contractor for Construction, Article 3 - Effective Date, Time of Commencement and Substantial Completion. This Agreement shall not become effective until: (1) approved by the Santa Fe County Commissioners and/or the County Manager or their designee; and (2) signed by all parties required to sign this Agreement.
- 7.2 This Contract shall achieve Substantial Completion in accordance with the Agreement Between County and Contractor, Article 3 - Effective Date, Time of Commencement and Substantial Completion, unless earlier terminated pursuant to Section 8 (Termination) or 9, (Appropriations and Authorizations) of these General Conditions.

8. TERMINATION

- 8.1 Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.
- 8.2 Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than fifteen (15) days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

8.3 Right of the County to Terminate Contract In the event that any of the provisions of this Contract are violated by the Contractor, or by any of its subcontractors, the County may serve written notice upon the Contractor and the Surety of its intention to terminate this Contract, such notices to contain the reasons for such intention to terminate, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the County shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the Contract. Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the County may take over the work and prosecute the same to completion by contract or by force account and at the expense of the Contractor and the Contractor and its Surety shall be liable to the County for any excess cost occasioned the County thereby, and in such event the County may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

9. APPROPRIATIONS AND AUTHORIZATIONS

9.1 This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Santa Fe County Board of County Commissioners and/or, if state funds are involved, the New Mexico State Legislature. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

10. AMENDMENTS – CHANGE ORDERS

10.1 Contract Documents may be amended by a Change Order, hereto attached as Exhibit I to allow for additions, deletions, and revision as specified in Article 2 "The Work" of the Agreement between Santa Fe County and the Contractor or to amend the terms and conditions by a Change Order.

11. INDEMNIFICATION

11.1 The Contractor shall defend, indemnify, and hold harmless the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.

11.2 The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent can not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

11.3 The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

12. AGGRIEVEMENT PROCEDURE DURING CONTRACT ADMINISTRATION

12.1 Any claims, disputes, or other matters in question between the Contractor and the County, except those which have been waived by the making or acceptance of final payment as provided in Paragraph 6.2 of the Agreement Between Santa Fe County and Contractor for Construction, shall be presented in the form of a written request accompanied by supporting data to the Architect/Engineer for formal decision, with a copy to the other party. Such formal decision of the Architect/Engineer is binding upon the Contractor and the Owner unless either or both notify each other and the Architect/Engineer in writing within fifteen (15) days of their receipt of the decision that they are unwilling to abide by the Architect's/Engineer's decision, are thereby aggrieved in connection with the decision, and are separately exercising such rights as either may have under the Contract Documents or by law and regulation. If the Architect/Engineer fails to provide a written decision or a reasonable schedule to issue a written decision within ten (10) days after the County or the Contractor has presented its request, that party may consider itself aggrieved and may proceed to exercise its rights.

12.2 A settlement agreement signed by the County and the Contractor shall supersede and cancel any other dispute resolution proceedings regarding the same matter.

12.3 Unless work is stopped or payment withheld in accordance with the conditions of the Contract, or unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any dispute resolution proceedings, and the Owner shall continue to make payments to the Contractor in accordance with the Contract Documents.

13. DISPUTE RESOLUTION

13.1 Either County or Contractor may request mediation pursuant to the New Mexico Public Works Mediation Act, 13-4C-1, NMSA 1978, of any claim before such decision become final and binding. The request for mediation shall be submitted in writing to the other party. Timely submission of the request shall stay the effect of Paragraph 12.1.

13.2 County and Contractor shall participate in the mediation process in good faith. The process shall be completed within sixty (60) days of filing of the request. The mediation shall be governed by the rules for mediation pursuant to the New Mexico Public Works Mediation Act.

13.3. If the dispute is not resolved by mediation, the dispute shall be resolved through litigation in the district court. The parties agree that the exclusive forum for such litigation shall be the State of New Mexico District Court for the First Judicial District at Santa Fe, New Mexico. Contractor irrevocably consents to the jurisdiction of said Court and agrees to accept service of a summons and complaint by mail or commercial courier service in accordance with Rule 1-004(E)(3) NMRA.

14. INSURANCE

14.1 The Contractor shall not commence work under this Contract until they have obtained all the insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on its subcontract until the insurance required of the subcontractor has been so obtained and approved.

14.2 Proof of Carriage of Insurance. The Contractor shall furnish the County with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions".

14.3 General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

14.4 General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,050,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The Santa Fe County shall be a named additional insured on the policy.

14.5 Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall either 1) require each of its subcontractors to procure and to maintain during the life of its subcontract. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in 14.4 above.

14.6 Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act, 52-1-1 to 52-1-70 NMSA 1978. The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance as required by applicable State law for all of its employees to be engaged in work at the site of the project under this Contract and, in case of any such work sublet, the Contractor shall

require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation law, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of its employees as are not otherwise protected.

- 14.7** Scope of Insurance and Special Hazards. The insurance require under subparagraphs 14.4 and 14.5 hereof shall provide adequate protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this Contract.
- 14.8** Builder's Risk Insurance (Fire and Extended Coverage). Until the project is completed and accepted by the County, the County, or Contractor at the County's option is required to maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the County, the Contractor, subcontractors as their interests may appear. The Contractor shall not include any costs for Builder's Risk Insurance (fire and extended coverage) premiums during construction unless the Contractor is required to provide such insurance; however, this provision shall not release the Contractor from its obligation to complete, according to plans and specifications, the project covered by the Contract, and the Contractor and his Surety shall be obligated to full performance of the Contractor's undertaking.
- 14.9** Increased Limits. If, during the life of this Agreement, the New Mexico State Legislature increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.
- 14.10** Additional insured. Santa Fe County will be listed as an additional insured on all policies, and proof of coverage must be provided before work begins. Contractor shall maintain adequate insurance in at least the maximum amounts which the County could be liable under the New Mexico Tort Claims Act. It is the sole responsibility of the Contractor to be in compliance with the law.

15. INDEPENDENT CONTRACTOR

- 15.1** The Contractor and the Contractor's agents and employees are independent contractors performing professional and technical services for the County and are not employees of the County. The Contractor and the Contractor's agents and employees shall not accrue leave, retirement, insurance, bonding, use of County's vehicles, or any other benefits afforded to employees of the County as a result of this Agreement.
- 15.2** The Contractor shall not subcontract any portion of the services to be performed under this

Agreement without prior written approval of the County.

15.3 The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the County and the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive illegal payments.

16. CONFLICT OF INTEREST OF OFFICERS OR EMPLOYEES OF THE LOCAL JURISDICTION, MEMBERS OF THE LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS

16.1 No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during its tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

16.2 No official of the County who is authorized in such capacity and on behalf of the County to negotiate, make, accept or approve, or to take part in negotiating, making accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the County who is authorized in such capacity and on behalf of the County to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

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

17. ASSIGNMENT

17.1 The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

18. SUBCONTRACTING

18.1 The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval

shall be null and void and without any legal effect.

- 18.2 Contractor shall provide to the County a listing of subcontractors within ten (10) days of the Contract award.
- 18.3 Contractor shall adhere to all provisions of the Subcontractor's Fair Practices Act 13-4-31 to 13-4-42, NMSA 1978.
- 18.4 Contractor shall provide to the County completed Non-Collusion Affidavit of Subcontractor form and Certification of Subcontractor Regarding Equal Employment Opportunity form for all subcontractors listed.
- 18.5 The Contractor shall not award any work to any subcontractor without prior written approval of the County, which approval will not be given until the Contractor submits to the County a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the County may require.
- 18.6 The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as they are for the acts and omissions of persons directly employed by them.
- 18.7 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the County may exercise over the Contractor under any provision of the contract documents.
- 18.8 Nothing contained in this Contract shall create any contractual relation between any subcontractor and the County.
- 18.9 All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate written agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of County. Any contract between Contractor and a Subcontractor or Supplier shall provide that any remedy or claim for nonpayment of sums due or owing to Subcontractor or Supplier or services performed or materials provided is against Contractor and not County, subject to any remedy or rights Subcontractor or Supplier may have under the terms of the Contractor's Performance Bond and Section 13-4-19, NMSA 1978, the New Mexico Little Miller Act.

19. PERSONNEL

- 19.1 All work performed under this Agreement shall be performed by the Contractor or under its supervision.
- 19.2 The Contractor represents that it has, or will secure at its own expense, all personnel

required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

20. NOTICES

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

To the County: Santa Fe County
 Office of the County Attorney
 102 Grant Avenue
 Santa Fe, New Mexico 87501

To the Contractor: Big Rock Builders
 #57 State Road 581
 Espanola, New Mexico 87532

20.2 Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices shall be mailed to either party may be changed by written notice given by such party to the other as hereinabove provided.

21. RELEASE

21.1 The Contractor, upon final payment of the amounts due under this Agreement, releases the County, the County's officers and employees from all liabilities and obligations arising from or under this Agreement, including, without limitation, all damages, losses, costs, liability, and expenses, including, without limitation, attorney's fees and costs of litigation that the Contractor may have.

22. WAIVER

22.1 No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of either party to insist upon performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party of a breach by the other party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

CONDITIONS OF THE WORK

1. ADDITIONAL INSTRUCTION AND DETAIL DRAWINGS

- 1.1 The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the Contract. The additional drawings and instructions supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Architect/Engineer/County will prepare jointly (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Architect/ Engineer/County in accordance with the schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each schedule to be subject to change from time to time in accordance with progress of the work.

2. SHOP OR SETTING DRAWINGS

- 2.1 The Contractor shall submit promptly to the Architect/Engineer/County two (2) copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Architect/Engineer/County and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Architect/ Engineer/County with two corrected copies. If requested by the Architect/Engineer/County the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Architect/Engineer/County, the Contractor will be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications, unless the Contractor notifies the Architect/Engineer/County in writing of any deviations at the time the Contractor furnishes such drawings.

3. MATERIALS, SERVICES AND FACILITIES

- 3.1 It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.
- 3.2 Any work necessary to be performed after regular working hours, on Sundays or legal holidays recognized by Santa Fe County, shall be performed without additional expense to the County.

4. CONTRACTOR'S TITLE TO MATERIALS

- 4.1 No materials or supplies for the work shall be purchased by the Contractor or by any

subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he/she has good title to all materials and supplies used by him/her in the work, free from all liens, claims or encumbrances.

5. INSPECTION AND TESTING OF MATERIALS

- 5.1** All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the County. The County will pay for all laboratory inspection service direct, and not as a part of the Contract.
- 5.2** Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

6. "OR EQUAL" CLAUSE

- 6.1** Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment or other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Architect/Engineer/County, of equal substance and function. It shall not be purchased or installed by the Contractor without the Architect/Engineer/County's written approval.

7. PATENTS

- 7.1** The Contractor shall hold and save the County and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the County, unless otherwise specifically stipulated in the Contract Documents.
- 7.2** License and/or Royalty Fees for the use of a process which is authorized by the County of the project must be reasonable, and paid to the holder of the patent, or its authorized licensee, direct by the County and not by or through the Contractor.
- 7.3** If the Contractor uses any design, device or materials covered by letters, patent or copyright, the Contractor shall provide for such use by suitable agreement with the County of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, without exception, the Contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or its Sureties shall indemnify and save harmless the County of the project from any and all claims for infringement by reason of the use of such patented or

copyrighted design, device or materials, or any trademark or copyright in connection with work agreed to be performed under this Contract, and shall indemnify the County for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after, completion of the work.

8. SURVEYS, PERMITS AND REGULATIONS

- 8.1** Unless otherwise expressly provided for in the Specifications, the County will furnish to the Contractor all surveys necessary for the execution of the work.
- 8.2** Unless otherwise expressly provided for in the Specifications, the Contractor shall procure and pay all permits, licenses and approvals necessary for the execution of this Contract.
- 8.3** The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

9. CONTRACTOR'S OBLIGATIONS

- 9.1** The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract, within the time herein specified. The Contractor will perform the Work in accordance with the provisions of this Contract and said specifications and in accordance with the plans and drawings covered by this Contract any and all supplemental plans and drawings, and in accordance with the directions of the Architect/Engineer/County as given from time to time during the progress of the work. The Contractor shall furnish, erect, maintain, and remove such construction plans and such temporary works as may be required.
- 9.2** The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Architect/Engineer and the County.

10. WEATHER CONDITIONS

- 10.1** In the event of temporary suspension of work, or during inclement weather, or whenever the Architect/Engineer/County shall direct, the Contractor will, and will cause its subcontractors to protect carefully its and their work and materials against damage or injury from the weather. If, in the opinion of the Architect/Engineer/County, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of its Subcontractors so to protect its work, such materials shall be removed and replaced at the expense of the Contractor.

11. PROTECTION OF WORK AND PROPERTY-EMERGENCY

- 11.1** The Contractor shall at all times safely guard the County's property from injury or loss in connection with this Contract. The Contractor shall at all times safely guard and protect its own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such is caused directly by errors contained in the Contract or by the County, or its duly authorized representatives.
- 11.2** In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Architect/Engineer/County, in a diligent manner. The Contractor shall notify the Architect/Engineer/County immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Architect/Engineer/County for approval.
- 11.3** Where the Contractor has not taken action but has notified the Architect/Engineer/County of an emergency threatening injury to persons or to damage to the work or any adjoining property, the Contractor shall act as instructed or authorized by the Architect/Engineer/County.
- 11.4** The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 15 of these Conditions of the Work.

12. INSPECTION

- 12.1** The authorized representatives and agents of the County shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

13. REPORTS, RECORDS AND DATA

- 13.1** The Contractor shall submit to the County such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the County may request concerning work performed or to be performed under this Contract.

14. SUPERINTENDENT BY CONTRACTOR

- 14.1** At the site of the work the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Architect/ Engineer/County and shall be one who can be continued in that capacity for the particular job involved unless he/she ceases to be on the Contractor's payroll.

15. CHANGES IN WORK

15.1 No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the County. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

- A. Unit bid prices previously approved. An agreed lump sum.
- B. The actual cost of:
 - 1) Labor, including foremen;
 - 2) Materials entering permanently into the work;
 - 3) The County's or rental cost of construction equipment during the time of use on the extra work;
 - 4) Power and consumable supplies for the operation of power equipment;
 - 5) Insurance; and
 - 6) Social Security and old age and unemployment contributions.
- C. To the costs for changes in work a fixed fee will be added to be agreed upon but not to exceed ten percent (10%) of the actual cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

16. EXTRAS

16.1 Without invalidating the contract, the County may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the County or the Architect/Engineer, acting officially for the County, and the price is stated in such order.

17. INSPECTION OF SERVICES

17.1 The Contractor shall provide and maintain an inspection system acceptable to the County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the County during contract performance and for as long afterwards as the Contract requires.

17.2 The County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. The County shall perform inspections and tests in a manner that will not unduly delay the work.

17.3 If the County performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

- 17.4 If any of the services do not conform with the Contract requirements, the County may require the Contractor to perform the services again in conformity with Contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the County may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the Contract sum to reflect the reduced value of the services performed.
- 17.5 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, the County may by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the County that is directly related to the performance of such service, or terminate the Contract for default.

18. CORRECTION OF WORK

- 18.1 All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Architect/ Engineer/County who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet their approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at its own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Architect/Engineer/County, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Architect/Engineer/County shall be equitable.

19. WARRANTY OF CONSTRUCTION

- 19.1 In addition to any other warranties in this Contract, the Contractor warrants that work performed under this Contract conforms to the Contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.
- 19.2 This warranty shall continue for a period of one (1) year from the date of final acceptance of the work. If the County takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one (1) year from the date the County takes possession.
- 19.3 The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to County-owned or controlled real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements or any defect of equipment, material, workmanship, or design furnished.

- 19.4 The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement.
- 19.5 The County shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
- 19.6 If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the County shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- 19.7 With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this Contract, the Contractor shall obtain all warranties that would be given in normal commercial practice; require all warranties to be executed, in writing, for the benefit of the County, if directed by the County; and, enforce all warranties for the benefit of the County, if directed by the County.
- 19.8 In the event the Contractor's warranty under subparagraph 19.4 of this clause has expired, the County may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.
- 19.9 Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the County nor for the repair of any damage that results from any defect in County-furnished material or design.
- 19.10 This warranty shall not limit the County's rights under the Inspection and Acceptance clause of this Contract with respect to latent defects, gross mistakes, or fraud.

20. SUBSURFACE CONDITIONS FOUND DIFFERENT

- 20.1 Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, the Contractor shall immediately give notice to the Architect/Engineer/County of such conditions before they are disturbed. The Architect/Engineer/County will thereupon promptly investigate the conditions, and if they find that they materially differ from those shown on the Plans or indicated in the Specifications, they will at once make such changes in the Plans and/or Specifications as they may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 15 above.

21. CLAIMS FOR EXTRA COST

- 21.1 No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Architect/Engineer approved by the County, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of General Conditions, the Contractor shall furnish

satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the County, giving the County access to accounts relating thereto.

22. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

22.1 Immediately after execution and delivery of the Contract, and before the first partial payment is made, the Contractor shall deliver to the County an estimated construction progress schedule in a form satisfactory to the County, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due to the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the County (a) a detailed estimate giving a complete breakdown of the Contract sum and (b) periodic itemized estimates of work done for the purpose of making partial payments thereof. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the Contract price.

22.2 Schedule

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit five (5) copies of a progress schedule covering project operations for the Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor.

23. ASSIGNMENTS

23.1 The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the County. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations of services rendered or materials supplied for the performance of the work called for in this Contract.

24. MUTUAL RESPONSIBILITY OF CONTRACTORS

24.1 If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration if such other Contractor or subcontractors will so settle. If such other Contractor or subcontractor shall assert any claim against the County on account of any damage alleged to have been sustained, the

County shall notify the Contractor, who shall indemnify and save harmless the County against any such claim.

25. SEPARATE CONTRACT

25.1 The Contractor shall coordinate its operations with those of other contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including its subcontractors, shall keep informed of the progress and the detail work of other contractors and shall notify the Architect/Engineer/County immediately of lack of progress or defective workmanship on the part of other contractors. Failure of a contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by the Contractor of the status of the work as being satisfactory for proper coordination with its own work.

26. ARCHITECT/ENGINEER'S AUTHORITY

26.1 The Architect/Engineer/County shall give all orders and directions contemplated under this Contract and specifications, relative to the execution of the work. The Architect/Engineer/County shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this Contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Architect/Engineer/County's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Architect/Engineer/County shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this Contract affected in any manner or to any extent by such question.

26.2 The Architect/Engineer/County shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this Contract and other Contractors performing work for the County shall be adjusted and determined by the Architect/Engineer/County.

27. STATED ALLOWANCES

27.1 It is understood that Contractor has included in its proposal for the Contract sum all allowances including "Allowed Materials" The Contractor shall purchase the "Allowed Materials" as directed by the County on the basis of the lowest and best bid of at least three competitive bids. If the actual sum for purchasing the "Allowed Materials" is more or less than the "Cash Allowance," the Contract sum shall be adjusted accordingly. The adjustment in contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses. The cost of installation of the "Allowed Materials" shall be included in the applicable sections of the Contract Specifications covering this work.

28. USE OF PREMISES AND REMOVAL OF DEBRIS

28.1 The Contractor expressly undertakes at its own expense:

- A. to take every precaution against injuries to persons or damage to property;
- B. to store its apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of its work or the work of any other subcontractors;
- C. to place upon the work or any part thereof only such loads as are consistent with the safety of the portion of the work;
- D. to clean up frequently all refuse, rubbish, scrap materials, and debris caused by its operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
- E. before final payment to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from its operations, and to put the site in a neat, orderly condition; and
- F. to effect all cutting, fitting or patching of its work required to make the same to conform to the plans and specifications and, except with the consent of the Architect/Engineer/County, not to cut or otherwise alter the work of any other Contractor.

29. QUANTITIES OF ESTIMATE

- 29.1** Wherever the estimated quantities of work to be done and materials to be furnished under this Contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the County to complete the work contemplated by this Contract, and such increase or diminution shall in no way void this Contract, nor shall any such increase or diminution give cause for claims or liability for damages.

30. LANDS AND RIGHTS-OF-WAY

- 30.1** Prior to the start of construction, the County shall obtain all lands and rights-of-way necessary for the carrying out and completions of work to be performed under this Contract.

31. GENERAL GUARANTY

- 31.1** Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the County, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of final acceptance of the work unless a longer period is specified. The

County will give notice of observed defects with reasonable promptness.

32. PROTECTION OF LIVES AND HEALTH

32.1 The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of its prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the County may determine to be reasonably necessary.

33. INTEREST OF MEMBER

33.1 No member of Santa Fe Board of County Commissioners shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom.

34. OTHER PROHIBITED INTERESTS

34.1 No official of the County who is authorized in such capacity and on behalf of the County to negotiate, make, accept or approve, or to take part in negotiating, making accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the County who is authorized in such capacity and on behalf of the County to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

35. USE AND OCCUPANCY PRIOR TO ACCEPTANCE BY COUNTY

35.1 The Contractor agrees to the use and/or occupancy of a portion or unit of the project before formal acceptance by the County, provided the County:

- A. Secures written consent of the Contractor except in the event, in the opinion of the Architect/ Engineer, the Contractor is chargeable with unwarranted delay in final cleanup of punch list items or other contract requirements.
- B. Secures endorsement from the insurance carrier and consent of the surety permitting occupancy of the building or use of the project during the remaining period of construction.
- C. When the project consists of more than one building, and one of the buildings is occupied, secures permanent fire and extended coverage insurance, including a permit to complete construction. Consent of the surety must also be obtained.

ATTACHMENT A

BID SHEETS

BID SHEET

IFB# 2015-0160-FD/PL

**CONSTRUCTION SERVICES FOR THE POJOAQUE FIRE STATION
IMPROVEMENTS**

Please offer your best price for the work required for the construction of the Pojoaque Fire Station improvements. The lump sum base bid must include pricing for materials, equipment, labor, travel, incidentals and fees for any required permitting. Be advised that award may be made without discussion with bidders on offers received.

<u>Item</u>	<u>Description</u>
1.	Construction Services for Pojoaque Fire Station Improvements

Lump Sum Base Bid: \$ 248,500.00Written in Words (Base Bid): TWO HUNDRED FORTY EIGHT THOUSAND
FIVE HUNDRED DOLLARS & NO/100

<u>Additive Alternate</u>	<u>Description</u>
#A1	Replace lighting throughout the North Wing with LED lighting.

Lump Sum Additive Alternate #1: \$ 19,654.00Lump Sum Written in Words (Additive #1): NINETEEN THOUSAND
SIX HUNDRED FIFTY FOUR DOLLARS & NO/100

<u>Additive Alternate</u>	<u>Description</u>
#A2	Replace lighting in the Apparatus Bay with LED lighting

Lump Sum Additive Alternate #2: \$ 21,545.00Lump Sum Written in Words (Additive #2): TWENTY ONE THOUSAND FIVE
HUNDRED FORTY FIVE DOLLARS & NO/100

Note: Lump sum base bid and all alternates are exclusive of New Mexico Gross Receipts Tax

ATTACHMENT B
ADDENDA & MODIFICATIONS

Daniel "Danny" Mayfield
Commissioner, District 1



Kathleen Holian
Commissioner, District 4

Miguel M. Chavez
Commissioner, District 2

Liz Stefanics
Commissioner, District 5

Robert A. Anaya
Commissioner, District 3

Katherine Miller
County Manager

December 3, 2014

SANTA FE COUNTY
IFB# 2015-0160-PW/PL
CONSTRUCTION SERVICES FOR POJOAQUE FIRE STATION
IMPROVEMENTS

ADDENDUM #1

Dear Bidders,

This addendum is issued to reflect the following immediately. It shall be the responsibility of interested bidders to adhere to any changes or revisions to the IFB as identified in this Addendum No. 1. This documentation shall become permanent and made part of the departmental files.

A SITE VISIT FOR SUBCONTRACTORS HAS BEEN SCHEDULED FOR:

THURSDAY, DECEMBER 4, 2014 AT 1:00 PM
AT THE POJOAQUE FIRE STATION
17919 US HWY 84/285, POJOAQUE, NEW MEXICO

CLARIFICATION: THE BID DOCUMENTS ARE AVAILABLE AT
CONSTRUCTION REPORTER IN HARD COPY AS WELL AS CD'S.
CONTRACT CONSTRUCTION REPORTER AT #505-243-9793 TO MAKE
ARRANGMENTS TO OBTAIN THE BID DOCUMENTS

Please add this Addendum #1 to the original bid documents and refer to bid documents, hereto as such. This and all subsequent addenda will become part of any resulting contract documents and have effects as if original issued. All other unaffected sections will have their original interpretation and remain in full force and effect.

Bidders are reminded that any questions or need for clarification must be addressed to Pamela Lindstam, Senior Procurement Specialist at plindsta@santafecountynm.gov.

Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathleen Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

December 10, 2014

SANTA FE COUNTY
IFB# 2015-0160-FD/PL
CONSTRUCTION SERVICES FOR THE POJOAQUE FIRE STATION
IMPROVEMENTS

ADDENDUM #2

Dear Bidders,

This addendum is issued to reflect the following immediately. It shall be the responsibility of interested bidders to adhere to any changes or revisions to the IFB as identified in this Addendum No. 2. This documentation shall become permanent and made part of the departmental files.

ATTACHMENT 1: PRE-BID CONFERENCE SIGN-IN SHEETS

On December 2, 2014 Santa Fe County held the pre-bid conference for the above referenced Invitation for Bid (IFB). Listed below are questions asked at the conference and received via email.

Question #1- Can the plans and specifications be made available electronically?

Answer #1- The bid documents are available in hard copy or CDs at Construction Reporter in Albuquerque.

Question #2- What is the architect's estimate?

Answer #2- The construction cost estimate total with alternates is \$315,000.00.

Question #3- Does the County or the Architect have an existing fire protection plan/blueprint?

Answer #3- PDF's of the 1999 construction plans of the Apparatus Bay and North wing and the 2009 South Wing addition are available upon request to the architect John Padilla at j.padilla@smpcarchitects.com.

Question #4- Does the County or the Architect have plans for all existing underground utilities?

Answer #4- PDF plans are available for the existing building upon request to the architect John Padilla at j.padilla@smpcarchitects.com.

Question #5- Are the existing ceiling tiles fire rated? Are the new ceiling tiles to be installed fire rated?

Answer#5- The existing tiles are not rated and the proposed ceiling tiles are not required to be fire rated.

Question #6- Will the Administration Office be vacated during construction?

Answer #6- The entire wing (volunteer side) will be vacated at the time of construction. The Apparatus Bay will remain occupied during the construction period.

Question #7- Does the existing fire alarm system need to be operational during construction?

Answer #7- Yes. The alarm is to remain operational during the construction.

Question #8- Does the communications system need to be operational during construction?

Answer #8- No. The communications system will not remain operational during the construction in the volunteer wing.

Question #9- Are there any obstacles in the ceilings up to 9'?

Answer #9- There are no obstructions expected, except for the existing mechanical and electrical systems.

Question #10- Does the drywall extend above the proposed ceiling height?

Answer #10- The gypsum board does continue above the ceiling; however, the contractor will verify all existing conditions in the field. In the event the revised ceiling height called out is above the finished gypsum board the existing ceiling height shall remain.

Question #11- Can this project be done in phases?

Answer #11- No. The project construction documents and cost estimate were not developed as a phased project.

Question #12- Who will be responsible for obtaining and paying for all required permitting?

Answer #12- The Contractor will be responsible for payment of all required permit fees.

Question #13- Concerning the radio communications in the kitchen; will this be relocated during construction?

Answer #13- No, the radio communications will not be relocated.

Question #14- Will there be any new partitions installed in the restrooms?

Answer #14- No, there will not be any new partitions installed in the restrooms.

Question #15- Are toilet fixture to be replaced?

Answer #15- No, the existing toilets will not be replaced.

Question #16- Will the lockers be salvaged by the contractor?

Answer #16- Lockers will be removed by the contractor and the County will retain and store the lockers.

Question #17- There is an existing roof leak in one of the sleeping quarters; will repair be part of this contract?

Answer #17- No, the repairs will be completed by the County.

Question #18- Are there any restrooms in the addition?

Answer #18- No, there are not any restrooms in the new addition.

Question #19- Will the clean-outs be relocated?

Answer #19- Yes, the clean-outs will be relocated outside the foundation for the addition.

Question #20- Is the electrical direct burial or is it in conduit?

Answer #20- The existing plans are available; however, the Contractor will verify all existing conditions.

Question #21- Will SWPPP be required?

Answer #21- NO, SWPPP will not be required.

Question #22- Will the existing rain gutters be removed and re-installed for the new addition?

Answer #22- The new addition is below the existing gutter line. The downspout will need to be modified to accommodate the addition

Question #23- Clarify the exterior stucco work required?

Answer #23- The existing stucco shall be repaired and finished as needed as a result of the addition/construction. No stucco work will be required on existing facility.

Question #24-What type of roof will be installed on the addition?

Answer #24- The new roof will be a TPO.

Question #25- Is there any equipment that will require a long lead time?

Answer #25- No, there is not any equipment that will require a long lead time.

Question #26- Is the existing canopy over the back door to be removed?

Answer #26- Yes, the existing canopy is to be used at the exterior door (south) of the addition.

Question #27- With the exception of the clean-outs, will the utilities remain in place?

Answer #27- The Contractor will attempt to maintain all utilities in place as far as possible and as allowed by Code.

Question #28- Will utility locates be required by the contractor?

Answer #28- Yes, utility locates will be required.

Question #29- Will the Fire Station be operational during construction? If so, what will be the procedure for the fire vehicle access and exit from property?

Answer #29- Yes, the Fire Station will remain operational. Access from the apparatus bays in the back of the facility and in front of the bays shall remain clear at all times.

Question #30- Where will the staging area be located?

Answer #30- The staging area will be located at the end of the entrance to the back of the facility between the fire station and storage buildings on the road.

Question #31- Clarify the location of the required temporary fencing?

Answer #31- Temporary fencing will be required around the exercise room addition during construction to prevent public from any trip hazards.

Question #32- Is there any emergency lighting in the existing facility?

Answer #32- No, there is not any emergency lighting in the existing facility.

Question #33- Is Builder's Risk insurance required?

Answer #33- Yes, refer to Appendix E – Sample Agreement, "General Conditions to Agreement between SFC and Contractor for Construction Services", pages 9-10, Section 14 through 14.10 for all insurance requirements.

Question #34- What type of ceilings to be installed in addition?

Answer #34- Suspended acoustical ceiling will be installed in the addition.

Question #35- What type of flooring to be installed in addition?

Answer #35- Rubber – Athletic Flooring will be installed in the addition.

Question #36- Will geo-testing be required by the contractor?

Answer# 36- Yes, the contractor will be required to perform all required geo-testing.

Question #37- Is there enough capacity to extend data points in addition?

Answer #37- Yes, there is enough available capacity.

Question #38- What type of HVAC unit is required for new addition?

Answer #38- The system to be installed is a roof mounted split-system.

Question #39- Who will be responsible for materials testing?

Answer #39- The Contractor shall be responsible for all required materials testing.

Question #40- Has the existing fire suppression system been engineered to ensure that there is sufficient capacity (PSI) for the new fire suppression system?

Answer #40- The Contractor shall review all existing conditions and existing plans and evaluate the proposed fire suppression system for capacity to service the existing facility and the proposed addition.

Question #41- FP 101 identifies a new 4" line; is this where the new suppression system line will come into the building?

Answer #41- The new 4" line will enter from the east and connect in the street. The Contractor shall coordinate with the County.

Question #42- Plans call for a 4" backflow preventer; will this be installed inside the building or outside in a hot box?

Answer #42- Drawings show the back flow preventer (BFP) inside the Apparatus Bay in the location of the existing BFP.

Question #43- Can the 'As Builts' for the existing fire suppression system be made available to bidders?

Answer #43- The 'As builts' are available upon request to the architect, John Padilla at j.padilla@smpcarchitects.com.

Question #44- Can the 'As Builts' for the existing foundation be made available to bidders?

Answer #44- The 'As Builts' are available upon request to the architect, John Padilla at j.padilla@smpcarchitects.com.

Question #45- How thick is the bay slab?

Answer #45- Please refer to the available 'As builts'.

Question #46- Please clarify how the existing light fixtures are to be handled during the installation of the fire suppression system and included in the base bid?

Answer #46- If the Alternates are not accepted, all existing light fixtures are to be protected, supported in place and reconfigured into the new ceiling system

Question #47- Are there specifications for special systems, such as data, phone, televisions, fire alarms, speakers?

Answer #47- Only the Data face plates as requested and conduit to above ceiling for new room. Owners special systems contractor will provide wiring. The scope of work does not include touching any existing items.

Question #48- Is LED lighting to be installed in the new addition?

Answer #48- The new addition is to be provided with LED lighting.

Question #49- Is a new electrical panel to be installed in the new addition?

Answer #49- See sheet E-102, in the 'FITNESS 123' room.

Question #50- Is there sufficient clearance at the breezeway entrance to the exercise room to install the new wall?

Answer #50- Yes, there is sufficient clearance.

Question #51- Details on new plans need foundation and cement detail. There is no slab thickness, no PSI of cement and no information on the rebar.

Answer #51- The slab thickness is 4" and is shown on sheet S-102. All information concerning the concrete strength and reinforcement is described in the General Note sheet S-101

Question #52- Need a location and detail on existing footing and tie-in location for new 4" fire protection line.

Answer #52- See answers to Questions #41 and #42

Question #53- Need engineer report for existing fire protection system.

Answer #53- The Report is available upon request to Ron Sandoval, project manager, through email at rsandoval@santafecountynm.gov.

Please add this Addendum #2 to the original bid documents and refer to bid documents, hereto as such. This and all subsequent addenda will become part of any resulting contract documents and have effects as if original issued. All other unaffected sections will have their original interpretation and remain in full force and effect.

Bidders are reminded that any questions or need for clarification must be addressed to Pamela Lindstam, Senior Procurement Specialist at plindsta@santafecountynm.gov.

ATTACHMENT 1

PRE-BID CONFERENCE SIGN-IN SHEETS

PRE-BID CONFERENCE
IFB #2015-0160-PW/PL
CONSTRUCTION SERVICES FOR THE POJOAQUE FIRE STATION IMPROVEMENTS
DECEMBER 2, 2014
2:00 PM (MST)

NAME	COMPANY	TELEPHONE	E-MAIL ADDRESS
<i>Patricia Ludstrom</i>	<i>SFC</i>	<i>992-6759</i>	<i>Patricia.Ludstrom@statecon.com</i>
<i>Mariela Martine</i>	<i>SFC</i>	<i>992-9864</i>	<i>mmartine@statecon.com</i>
<i>John A. Padilla</i>	<i>SIMPC Architects</i>	<i>435-1177</i>	<i>J.Padilla@simpcarchitects.com</i>
<i>Bob Rogers</i>	<i>Steven Construction</i>	<i>505-884-7550</i>	<i>AngeloBlair@StevenConstruction.com</i>
<i>Robert Watson</i>	<i>Watson Assoc. LLC</i>	<i>239-1470</i>	<i>watsonassociatesllc@concrest.net</i>
<i>Debbie Tafuya</i>	<i>TFC Construction</i>	<i>505-861-2317</i>	<i>Ldtafuya@wildblue.net</i>
<i>Robert P. Perea</i>	<i>Steven Enterprises</i>	<i>505-988-5650</i>	<i>StevenEnterprises@comcast.net</i>
<i>Rocky Fresquez</i>	<i>BIG ROCK BUILDERS</i>	<i>505-927-2405</i>	<i>rocky.fresquez@gmail.com</i>
<i>Leonard Apudaca</i>	<i>Consolidated Builders</i>	<i>505-321-1913</i> <i>505-873-4139</i>	<i>ConsolidatedBuilders@Comcast.net</i>
<i>Servina Apudaca</i>	<i>Consolidated Builders</i>	<i>505-873-4139</i> <i>505-573-1729</i>	<i>ConsolidatedBuilders@Comcast.net</i>
<i>Michael Barera</i>	<i>GWB Construction Inc</i>	<i>505-471-8162</i>	<i>GWBPlasterStucco@Aol.com</i>
<i>Pion Doan</i>	<i>Anissa Construction</i>	<i>505-250-5434</i>	<i>anissa.construction@gmail.com</i>
<i>Mitch Davenport</i>	<i>Davenport Construction</i>	<i>505-660-7105</i>	<i>mitch@davenport.com</i>

EXHIBIT A
PROJECT MANUAL

EXHIBIT B

TECHNICAL SPECIFICATIONS AS LISTED IN PLAN SET

EXHIBIT C

LABOR AND MATERIAL PAYMENT BOND (SAMPLE)

KNOW ALL MEN BY THESE PRESENT, THAT WE _____
_____ as PRINCIPAL hereinafter called the "PRINCIPAL" and
_____ as SURETY hereinafter called the "SURETY", are held and
firmly bound unto Santa Fe County, a Political Subdivision of the State of New Mexico as OBLIGEE
hereinafter called the "COUNTY", for the use and benefit of any claimants as herein below defined, in
the amount of _____ (\$.) dollars for the payment whereof
PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors, and
assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has a written contract dated _____, 2015, with the
COUNTY for the construction services for the Pojoaque Fire Station Improvements in Santa Fe County,
New Mexico, which must be constructed in accordance with drawings and specifications which contract
is referenced and made a part hereof, and is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if PRINCIPAL shall
promptly make payment to all claimants as hereinafter defined, for all labor and material used or
reasonably required for use in the performance of the Contract, then this obligation shall be void;
otherwise, it shall remain in full force and effect, subject to the following conditions:

1. A claimant is defined as one having a direct contract with the PRINCIPAL or with a
subcontractor of the PRINCIPAL for labor, material, or both, used or reasonably required for
use in the performance of the Contract, labor and material being construed to include but not
be limited to that part of water, gas, power, light, heat, oil, gasoline, telephone services or
rental of equipment directly applicable to the Contract.
2. The above named PRINCIPAL and SURETY hereby jointly and severally agree with the
COUNTY that every claimant as herein defined, who has not been paid in full before the
expiration of a period of ninety (90) days after the date on which the last of such claimant's
work or labor was done or performed, or materials were furnished by such claimant,
prosecute a suit to final judgment for such sum or sums as may be justly due claimant, and
have execution thereof. The COUNTY shall not be liable for payment of any cost or
expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - a. Unless claimant, or other than one having a direct contract with the PRINCIPAL,
shall have written notice in the form of an sworn statement to the COUNTY and any
one or both of the following: the PRINCIPAL or SURETY above named, within
ninety (90) days after such said claim is made or suit filed, stating with substantial
accuracy the amount claimed and the name of the party to whom the materials were
furnished, or for whom the work or labor was done or performed.
 - b. Such notice shall be served by mailing the same by registered mail or certified mail,
postage prepaid, in an envelope addressed to the COUNTY, PRINCIPAL or
SURETY, at any place where an office is regularly maintained by said COUNTY,

PRINCIPAL or SURETY for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer.

- 4. Any suit under this Labor and Material Bond must be instituted in accordance with the statute of limitation under Section 37-1-3 NMSA 1978.
- 5. No right of action shall accrue on this Bond to or for the use of any person or corporation other than subcontractors or sub-subcontractors of the said Contract between PRINCIPAL and Santa Fe County named herein.

SIGNED AND SEALED THIS _____ DAY OF _____, 2015.

CONTRACTOR – PRINCIPAL (signature)

By: _____
(Printed name and title)

NOTARY PUBLIC (seal)

My Commission expires: _____

SURETY (signature)

(Printed name and title)

NOTARY PUBLIC (seal)

My Commission expires: _____

SURETY'S Authorized New Mexico Agent

EXHIBIT D

PERFORMANCE BOND (SAMPLE)

A. KNOW ALL MEN BY THESE PRESENT, THAT WE _____, as PRINCIPAL hereinafter called the "CONTRACTOR" and _____, as SURETY hereinafter called the "SURETY", are held and firmly bound unto OBLIGEE Santa Fe County, a Political Subdivision of the State of New Mexico, hereinafter called the "COUNTY", in the sum of _____ (\$ _____) dollars for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

B. WHEREAS, the CONTRACTOR has a written contract dated _____, 2015, with the COUNTY for the construction services for the Pojoaque Fire Station Improvements in Santa Fe County, New Mexico, in accordance with drawings and specifications which contract is referenced made part hereof, and is hereinafter referred to as the "Contract."

C. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract (including any amendment thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect until the COUNTY shall by written instrument notify the SURETY that the obligation is discharged, except that the obligation shall continue for at least three (3) months following the expiration of the term of the Contract.

1. The SURETY hereby waives notice of any alteration or extension of the Contract time made by the COUNTY.
2. Whenever CONTRACTOR shall be, and is declared by the COUNTY to be in default under the Contract, the COUNTY having performed the COUNTY'S obligations thereunder, the SURETY must promptly remedy the default and shall promptly:
 - (1) Complete the Contract in accordance with its terms and conditions, or
 - (2) Obtain a bid or bids for submission to the COUNTY for completing the Contract in accordance with its terms and conditions, and upon determination by the COUNTY and SURETY of the lowest responsible bidder, arrange for a contract between such bidder and Santa Fe County, and make available as work progresses (even though there should be a default or a secession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price" as used in this paragraph, shall mean the total amount payable by the COUNTY to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by the COUNTY to CONTRACTOR.

D. No right of action shall accrue on this Performance Bond to or for the use of any person or corporation other than Santa Fe County named herein or the heirs, executors, administrators, or successors of Santa Fe County.

E. This Bond shall be enforceable without the need to have recourse to any judicial or arbitral proceedings.

SIGNED AND SEALED THIS _____ DAY OF _____, 2015.

CONTRACTOR – PRINCIPAL (signature)

By: _____
(Printed name and title)

NOTARY PUBLIC (seal)

My Commission expires: _____

SURETY (signature)

(Printed name and title)

NOTARY PUBLIC (seal)

My Commission expires: _____

SURETY'S Authorized New Mexico Agent

EXHIBIT E

ASSIGNMENT OF ANTITRUST CLAIMS

TO BE EXECUTED BY GENERAL CONTRACTORS, SUBCONTRACTORS, SUPPLIERS,
AND SUBSUBCONTRACTORS OF CONTRACTORS ON COUNTY CONTRACTS.

FIRM NAME:

PROJECT: Pojoaque Fire
Station Improvements

ADDRESS:

PHONE NO.:

PROJECT NO: 2015-0160-FD/PL

_____ agrees that any and all claims which it may have or may inure to it for overcharges resulting from antitrust violations as to goods, services, and materials purchased in connection with the above-referenced project are hereby assigned to Santa Fe County, but only to the extent that such overcharges are passed on to the County. It is agreed that the undersigned retains all rights to any such antitrust claims to the extent of any overcharges not passed on to the County, including the right to any treble damages attributable thereto.

FIRM: _____

BY: _____
Signed by Individual empowered to obligate Suppliers,
Subcontractors or Subsubcontractors

TITLE: _____

EXHIBIT F
CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT G

NOTICE OF CONTRACT AWARD

TO:

FROM: _____, Public Works Department

CONTRACT NO. 2015-0160-FD/PL

This is to inform that you that you have been awarded the Contract for:

Project Name: Construction Services for the Pojoaque Fire Station Improvements

Date of Award _____ Amount of Award _____

Contractor Information:

Firm Name: _____ License# _____

Address: _____ Phone # _____

It is anticipated that construction will take place:

Approximate Starting Date: _____ Approximate Completion Date: _____

Santa Fe County hereby accepts your offer on the solicitation No. 2015-0160-FD/PL as reflected in this award document. The rights and obligations of the parties shall be subject to and governed by this document and any documents attached or incorporated by reference.

SANTA FE COUNTY

Name of Public Works Director or designee: _____
(Print Name)

Signature

EXHIBIT H

NOTICE TO PROCEED

TO: DATE:
PROJECT: Pojoaque Fire Station
Improvements

ATTN: PROJECT NO. 2015-0160-FD/PL
CONTRACT NO. 2015-0160-FD/PL

Ladies and Gentlemen:

Enclosed is your copy of the Contract, which has been approved. Please consider this letter as official NOTICE TO PROCEED on the above-referenced project.

Your firm shall commence work within ten (10) calendar days of the above date and shall achieve Substantial Completion _____ calendar days thereafter, which shall be _____, 2015, unless modified by Change Order.

It is essential that you make reference to the above-stated project number on all documents sent to the Architect/Engineer from your office. These documents shall include correspondence, change order proposals, change orders, payment request statements, and all other project-related material which you forward to the Architect/Engineer for information and processing.

Also, before you may start any Work at the site, you must (add any other requirements):

OWNER: Santa Fe County
SFC _____ DEPARTMENT

By: _____
Director, SFC Department

EXHIBIT I

CHANGE ORDER

PROJECT:

CONTRACTOR
CHANGE ORDER NO:

ARCHITECT/ENGINEER

PROJECT NO:

Contractor Telephone:
Contractor e-mail:
ENGINEER'S/ARCHITECT'S PROJECT NO:

CHANGE ORDER JUSTIFICATION (Provide definitive reason for proposed change order.)

You are directed to make the following changes in this Contract: (Provide a detailed description of the Scope of the Work.)

NOT VALID UNTIL SIGNED BY BOTH THE COUNTY AND THE ARCHITECT/ENGINEER.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The Original Contract Sum was
Net change by previously authorized Change Orders \$0.00
The Contract Sum prior to this Change Order was he Contract Sum will be increased/decreased/unchanged
by this Change Order in the amount of \$0.00
The new contract Sum including this Change Order will be \$0.00
The Contract Time will be increased/decreased/unchanged by ___ days.
The date of Substantial Completion as of the date of this Change Order therefore is: _____

CHANGE ORDER SIGNATURE PAGE

REVIEWED

Santa Fe County

By:

Date:

AGREED AND RECOMMENDED

CONTRACTOR

By:

Date:

Title:

ARCHITECT/ENGINEER

By:

Date:

APPROVED

SANTA FE COUNTY

By:

Date:

EXHIBIT J

CERTIFICATE OF SUBSTANTIAL COMPLETION

SANTA FE COUNTY - PUBLIC WORKS DEPARTMENT

Public Works Director or designee (name): _____

CONTRACTOR: _____

Contractor Purchase Order Number: _____

ARCHITECT/ENGINEER: _____

Project Name: _____

Contract Date: _____

Project Description - Article 2 to Agreement Between Santa Fe County and Contractor (include address and project location description):

The contractor hereby certifies the Work of this project to be in complete conformance to the Contract Documents and is substantially complete, enabling the County to make use of the Work as intended.

By its signature below the Contractor further requests Architect/Engineer and County to inspect the Work and to concur in the Work's substantial completion by their signature and/or to provide in a timely manner to Contractor a listing of work items adjudged by them as remaining to be completed or corrected. Contractor agrees to complete and correct all work items (Punch List) representative of such listing within ___ days from date of receipt from Architect/Engineer.

Contractor

Signature

Print Name

Date

Accepted by Santa Fe County

Signature (Public Works Director or Designee) Print Name Date

Inspected/Concurrence Architect/Engineer

Signature Print Name Date

PUNCH LIST

A list of items (Punch List) to be completed or corrected, verified by the Architect/Engineer and County, is appended hereto. Failure to include any incomplete items on such list does not alter the responsibility of the Contractor to provide all Work in complete conformance with the Contract Documents.

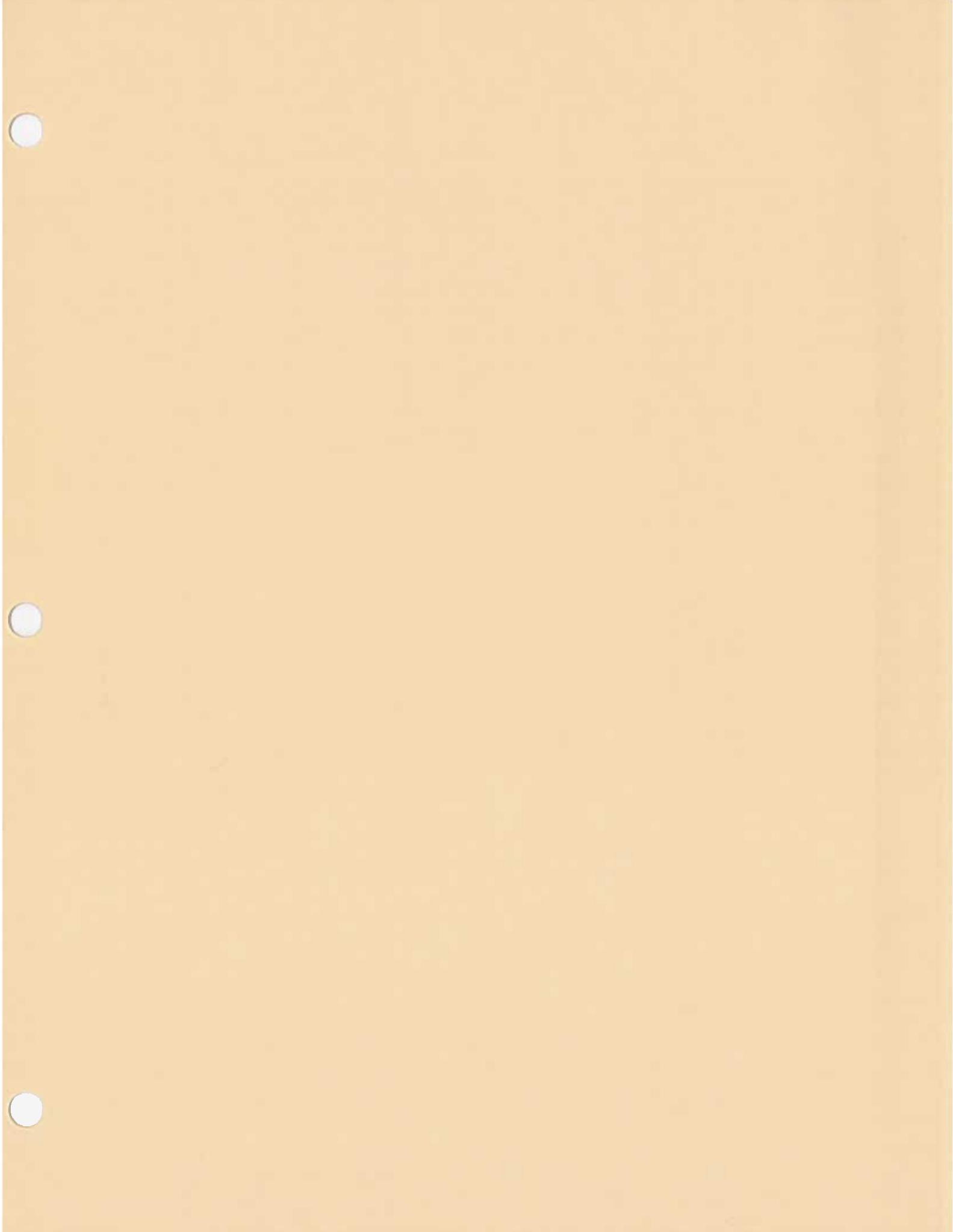
The Contractor shall complete or correct the work on the punch list appended hereto by _____ (Date)

The punch list consists of _____ (indicate number of items) items.

The Work performed under this Contract has been reviewed and found to be substantially complete by the Director of Public Works who has hereby established the Date of Substantial Completion as _____ (date) which is also the date of commencement of all warranties and guarantees required by the Contract Documents. The Date of Substantial Completion of the Work or designated portion thereof is the date established by the Director of Public Works (or designee) when construction is sufficiently complete, in accordance with the Contract Documents, so the County may occupy the Work, or designated portion thereof, for the use for which it is intended.

The County accepts the Work or designated portion thereof as substantially complete and assumes full possession thereof, in accordance with the contract documents.

Punch List Items: (Use additional sheets if necessary)



Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

Date: January 13, 2015

To: Board of County Commissioners

From: Bill Taylor, Procurement Manager

Via: Katherine Miller, County Manager
Jeff Trujillo, ASD Director
David Sperling, Fire Chief

ITEM AND ISSUE: BCC Meeting January 27, 2015

REQUEST APPROVAL OF AGREEMENT NO. 2015-0159-PW/PL WITH BIG ROCK BUILDERS FOR THE CONSTRUCTION SERVICES OF THE HONDO FIRE STATION NO. 1 APPARATUS BAY ADDITION IN THE AMOUNT OF \$280,300 EXCLUSIVE OF GRT AND REQUEST COUNTY MANAGER SIGNATURE AUTHORITY ON THE PURCHASE ORDER /Bill Taylor-Procurement

SUMMARY

The Purchasing Division and the Fire Department are requesting approval of Agreement No. 2015-0159-PW/PL with Big Rock Builders in the amount of \$280,300 exclusive of GRT for the construction services of the Hondo Fire Station No. 1 apparatus bay addition.

BACKGROUND

The Hondo Fire Station No. 1 is located at 21 Seton Village Road and was originally constructed in 1975. The building is approximately 3,160 sq. ft. and is staffed by local volunteer fire personnel.

The architectural design work was completed by Lloyd & Associates of Santa Fe and consists of the construction of a new truck bay with associated site work, new roof over existing truck bay, and new LED lighting.

The Purchasing Division issued Invitation for Bid (IFB) No. 2015-0159-PW/PL on November 16, 2014. This solicitation was advertised in the Santa Fe New Mexican and in the Albuquerque Journal and posted on the County's Website. Twelve (12) contractors attended the mandatory pre-

bid conference and three bids were received from the following construction companies at the December 17, 2014 Public Bid Opening:

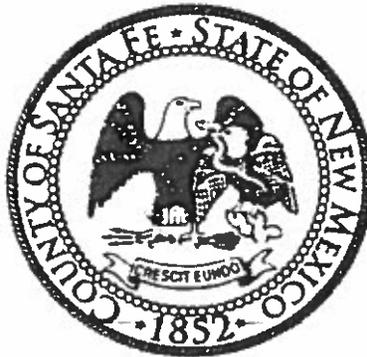
Big Rock Builders, Espanola, N.M.
New Image Construction, Ribera, N.M.
Anissa Construction, Albuquerque, N.M.

All bids were reviewed for responsiveness by the Purchasing staff and Big Rock Builders was determined to be the lowest, responsive bid received.

ACTION REQUESTED

The Purchasing Division and the Fire Department are requesting approval of Agreement No. 2015-0159-PW/PL with Big Rock Builders for the construction services of the Hondo Fire Station No. 1 Apparatus Bay Addition in the amount of \$280,300 exclusive of GRT and request County Manager signature authority on the purchase order.

**AGREEMENT BETWEEN SANTA FE COUNTY AND CONTRACTOR
FOR CONSTRUCTION SERVICES**



**SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION
2014 EDITION**

[Changes, additions, deletions and/or any modifications other than those agreed upon by the parties upon execution of this contract, without the written consent of Santa Fe County shall render this document null and void.]

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

Hereafter "County":

Katherine Miller, County Manager
Santa Fe County
PO Box 276
Santa Fe, New Mexico 87504-0276
TELEPHONE: 505-986-6200
FAX: 505-985-2740

Hereafter "Contractor":

Big Rock Builders
#57 State Road 581
Espanola, New Mexico 87532
TELEPHONE: 505-753-2229
E-MAIL ADDRESS: rocky.fresque@gmail.com

ARCHITECT

NAME: Lloyd & Associates
ADDRESS: 100 N. Guadalupe St. Suite 201
Santa Fe, New Mexico 87505
TELEPHONE: (505) 988-9789
E-MAIL ADDRESS: wlloyd@lloyd-architects.com

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RECITALS

WHEREAS, in accordance with Section 13-1-103 through Section 13-1-110 NMSA 1978, the County issued Invitation for Bid (IFB) No. 2015-0159-PW/PL for construction services for the Hondo Fire Station No. 1 Apparatus Bay Addition;

WHEREAS, the Contractor submitted its bid, dated December 17, 2014 in response to IFB No. 2015-0159-PW/PL; and

WHEREAS, the County is authorized to enter into a construction contract for the Project pursuant to Sections 13-1-100, NMSA 1978; and

WHEREAS, the Contractor hereby represents that it is a licensed contractor of the State of New Mexico pursuant to Chapter 60, Article 13 NMSA 1978; and

WHEREAS, the Owner agrees to hire the Contractor, and the Contractor agrees to provide Construction Services as required herein for the Project in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the County requires the services of the Contractor, and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

ARTICLE 1 THE CONTRACT DOCUMENTS

1.1 DOCUMENTS

The contract documents consist of the following:

- Agreement between County and Contractor
- General Conditions of the Construction Contract
- Conditions of the Work of the Construction Contract
- Bid Sheet Attachment A
- Addenda and Modifications issued Attachment B
- before and after execution of this Agreement

1.2 CERTIFICATES AND DOCUMENTATION

The following certificates and documentation are hereby attached as exhibits as follows:

- Project Manual Exhibit A
- Technical Specifications as listed in Plan Set Exhibit B
- Labor and Material Payment Bond Exhibit C
- Performance Bond Exhibit D
- Assignment of Antitrust Claims Exhibit E
- Certificate of Insurance Exhibit F

Notice of Award
Notice to Proceed
Change Order
Certificate of Substantial Completion

Exhibit G
Exhibit H
Exhibit I
Exhibit J

ARTICLE 2 THE WORK

2.1 THE WORK

The Contractor shall perform all the Work required by the Contract Documents for the following:

The Hondo Fire Station No. 1 is located at 21 Seton Village Road, Santa Fe, New Mexico. The work consists of the construction of a new truck bay with associated site work, new roof over existing truck bay and new LED lighting.

ARTICLE 3 EFFECTIVE DATE, TIME OF COMMENCEMENT, SUBSTANTIAL COMPLETION AND AMENDMENTS

3.1 EFFECTIVE DATE

The Effective Date of this Agreement is the date of signature by the County.

3.2 TIME OF COMMENCEMENT

The work to be performed under this Contract shall be commenced no later than ten (10) consecutive calendar days after the date of written Notice to Proceed issued by the County, hereto attached as Exhibit H.

3.3 SUBSTANTIAL COMPLETION

The Contractor shall achieve Substantial Completion of the entire work no later than one hundred eighty (180) calendar days from the date of the Notice to Proceed, except as hereafter extended by valid written Change Order. A Certificate of Substantial Completion, attached hereto as Exhibit J, will be issued by the County to the Contractor, as adjusted by any Change Order, attached hereto as Exhibit I.

3.4 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified in this Article, the Contractor agrees that Liquidated Damages in the amount of five hundred dollars (\$500.00) shall be assessed per each calendar day that expires after the date of substantial completion, as adjusted by any Change Order, and until issuance by the County of a

certificate of Substantial Completion in accordance with Paragraph 7 EFFECTIVE DATE AND TERM of the General Conditions.

- A. It is hereby understood and mutually agreed, by and between the Contractor and the County, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are *essential conditions* of this contract and it is further mutually understood and agreed that the work outlined in this contract shall be commenced on a date to be specified in the "Notice to Proceed."
- B. The Contractor agrees that work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the County, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- C. If the Contractor shall neglect, fail or refuse to complete the work within the time herein specified or any proper extension thereof granted by the County, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the County the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as herein set forth, for each and every calendar day that the contract shall be in default after the time stipulated in the contract for completing the work.
- D. The amount is fixed and agreed upon by and between the Contractor and the County because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the County would in such event sustain, and the amount is agreed to be the amount of damages which the County would sustain and the amount shall be retained from time to time by the County from current periodical estimates.
- E. It is agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided that the Contractor shall not be charged with liquidated damages or any excess cost when the County determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the County. Provided that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:
 - 1. To any preference, priority or allocation order duly issued by the County;
 - 2. To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the County, acts of another contractor in the performance of a contract with the County, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather;

3. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections above.

F. Provided further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the County shall grant a further period of time prior to the date of final settlement of the contract, notify the County in writing of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

3.5 AMENDMENTS

This Agreement may be amended by mutual agreement by both parties upon issuance of a Change Order by the County to the Contractor. Any such amendment shall be in accordance with Paragraph 10 AMENDMENTS-CHANGE ORDERS of the General Conditions. Unless otherwise agreed to by the parties, an amendment shall not affect any outstanding Purchase Order(s) issued by the County prior to the effective date of the amendment.

ARTICLE 4 CONTRACT SUM

4.1 LUMP SUM

The County shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, an agreed upon Lump Sum of Two Hundred Eighty Thousand Three Hundred Dollars (\$280,300.00), exclusive of New Mexico gross receipts tax.

4.2 CONTRACT AMOUNT

The Contract sum is determined as follows:

Base Bid	\$ 269,500.00
Alternate No. 1	\$ 7,800.00
Alternate No. 2	\$ 3,000.00
Total Contract Amount	\$ 280,300.00 exclusive of GRT

ARTICLE 5 PROGRESS PAYMENTS

5.1 PROGRESS PAYMENTS

Based upon an Application for Payment submitted to the County by the Contractor and Certificates for Payment issued by the County, the County shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

- A. No later than (21) working days following receipt by the County of an undisputed Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the Work and one hundred percent (100%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the County; less such amounts as the Architect/ Engineer shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents (Section 57-28-5, NMSA 1978).
- B. When making payments, the County, Contractor or subcontractor shall not retain, withhold, hold back or in any other manner not pay amounts owed for work performed. For additional information regarding retainage and the Prompt Payment Act (refer to Section 57-28-5, NMSA 1978).
- C. Contractor and subcontractors shall make prompt payment to their subcontractors and suppliers for amounts owed for work performed on the construction project within twenty-one (21) days after receipt of payment from the County, Contractor or subcontractor. If the Contractor or subcontractor fails to pay its subcontractor and suppliers by first-class mail or hand delivery within twenty-one (21) days after receipt of an undisputed request for payment, the Contractor or subcontractor shall pay interest to its subcontractors and suppliers beginning on the twenty-second day after payment was due, computed at one and one-half percent (1.5%) of the undisputed amount per month or fraction of a month until payment is issued. These payment provisions apply to all tiers of contractors, subcontractors and suppliers (Section 57-28-1 et. seq. NMSA 1978).
- D. In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration.
- E. All material and work covered by partial payments made shall thereupon become the sole property of the County, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the County to require the fulfillment of all of the terms of the contract.
- F. County's right to withhold certain amounts and make application thereof. The Contractor agrees that it will indemnify and hold the County harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnisher of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall, at the County's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails so to do, then the County may, after having served written notice on the said Contractor, either pay unpaid bills.

of which the County has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the County to either the Contractor or its Surety. In paying any unpaid bills of the Contractor, the County shall be deemed the agent of the Contractor, and any payment so made by the County shall be considered as a payment made under the contract by the County to the Contractor and the County shall not be liable to the Contractor for any such payments made in good faith.

ARTICLE 6 FINAL PAYMENT

6.1 FINAL PAYMENT

The entire unpaid balance of the Contract Sum, shall be paid by the County to the Contractor within thirty (30) calendar days after notification of the County by the Architect/Engineer that all incomplete and unacceptable work that was noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion has been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the Architect/Engineer. In addition, the Contractor shall provide to the County a certified statement of Release of Liens and Consent of Surety.

6.2 ACCEPTANCE OF FINAL PAYMENT CONTITUTES RELEASE

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 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. No payment, however, final or otherwise, shall operate to release the Contractor or its sureties from any obligations under this contract or the Performance and Payment Bond.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

SANTA FE COUNTY:

Robert A. Anaya, Chair
Santa Fe County Board of County Commissioners

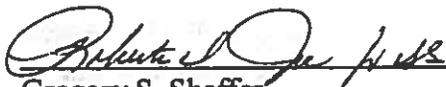
Date

ATTESTATION:

Geraldine Salazar
Santa Fe County Clerk

Date

REVIEWED AS TO LEGAL FORM AND SUFFICIENCY:



Gregory S. Shaffer
Santa Fe County Attorney

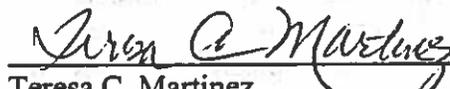
1-8-15
Date

COUNTY MANAGER APPROVAL:

Katherine Miller
Santa Fe County Manager

Date

FINANCE DEPARTMENT APPROVAL:



Teresa C. Martinez
Santa Fe County Finance Director

1/12/2015
Date

CONTRACTOR:

Signature

Date

Print Name

Print Title

GENERAL CONDITIONS
TO AGREEMENT BETWEEN SANTA FE COUNTY
AND CONTRACTOR
FOR CONSTRUCTION SERVICES

1. DEFINITIONS

The following terms as used in this contract are respectively defined as follows:

- 1.1 *Application for Payment* Contractor's written request for payment for completed portions of the work and, for materials delivered or stored and properly labeled for the respective project.
- 1.2 *Change Order* A written document between the County and the Contractor signed by the County and the Contractor authorizing a change in the work or an adjustment in the contract sum or the contract time. A Change Order may be signed by the Architect or Engineer, provided they have written authority from the County for such procedure and that a copy of such written authority is furnished to the Contractor upon request. The contract sum and the contract time may be changed only by Change Order. A Change Order may be in the form of additional compensation or time; or less compensation or time known as a deduction.
- 1.3 *Calendar Day* Each and every Day shown on the calendar, beginning and ending at midnight.
- 1.4 *Contract Period* The elapsed number of working days or calendar days from the specified date of commencing work to the specified date of completion, as specified in the contract.
- 1.5 *Contractor* is a person, firm or corporation with whom the contract is entered into with the County.
- 1.6 *Construction Documents* All drawings, specifications and addenda associated with a specific construction project.
- 1.7 *Construction Schedule* A schedule in form satisfactory to the County, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule.
- 1.8 *Day* The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.
- 1.9 *Labor and Material Payment Bond* A written form of security from a surety (bonding) company to the County, on behalf of an acceptable prime Contractor or

subcontractor, guaranteeing payment to the County in the event the Contractor fails to pay for all labor, materials, equipment, or services in accordance with the contract. (see Performance Bond and Surety Bond).

- 1.10 *Lump Sum Agreement (See Stipulated Sum Agreement)*
- 1.11 *Lump Sum Bid* A single entry amount to cover all labor, equipment, materials, services, and overhead and profit for completing the construction of a variety of unspecified items of work without the benefit of a cost breakdown.
- 1.12 *Lump Sum Contract* A written contract between the County and Contractor wherein the County agrees to pay the Contractor a specified sum of money for completing a scope of work consisting of a variety of unspecified items or work.
- 1.13 *Payment Bond* A written form of security from a surety company to the County, on behalf of an acceptable prime contractor or subcontractor, guaranteeing payment to all persons providing labor, materials, equipment, or services in accordance with the contract.
- 1.14 *Performance Bond* A written form of security from a surety company to the County, on behalf of an acceptable prime contractor or subcontractor, guaranteeing the completion of the work in accordance with the terms of the contract.
- 1.15 *Progress Payment* A payment from the County to the Contractor determined by calculating the difference between the completed work and materials stored and a predetermined schedule of values or unit costs. (see Schedule of Values, Unit Costs).
- 1.16 *Progress Schedule* A pictorial or written schedule (including a graph or diagram) that shows proposed and actual start and completion dates of the various work elements.
- 1.17 *Punch list* a list of items to be completed or corrected, prepared by the Architect/Engineer, checked and augmented as required by the Contractor or Construction Manager is appended to Exhibit J (Certificate of Substantial Completion). Note: The failure to include any item on such list does not relieve the Contractor of the responsibility to complete all work in accordance with the Contract Documents.
- 1.18 *Schedule of Values* A statement furnished by the Contractor to the Architect or Engineer and the County reflecting the portions of the contract sum allotted for the various parts of the work and used as the basis for reviewing the Contractor's Applications for Payment.
- 1.19 *Services* Includes services performed, workmanship, and material furnished or utilized in the performance of services.
- 1.20 *Stipulated Sum Agreement* A written agreement in which a specific amount is set forth as

the total payment for completing the contract (See Lump Sum Contract).

- 1.21 *Subcontractor* is a person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.
- 1.22 *Unit Price Contract* A written contract wherein the County agrees to pay the Contractor a specified amount of money for each unit of work successfully completed as set forth in the contract.
- 1.23 *Unit Prices* A predetermined price for a measurement or quantity of work to be performed within a specific contract. The designated unit price would include all labor materials, equipment or services associated with the measurement or quantity established.
- 1.24 *Working Day* means every day except Saturday, Sunday and holidays recognized by Santa Fe County. Based on a review of weather that may adversely affect the Contractor's ability to effectively prosecute the Work, and the actual Work performed by the Contractor, the Architect or Engineer will determine (between the end of the day and noon of the next day) if the County will charge a Working Day. If the Contractor was able to effectively prosecute Work on a critical path item for six (6) or more hours on a Saturday, Sunday or County-recognized Holiday, the Architect or Engineer may charge a Working Day.
- 1.25 *Work on (at) the project* is work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any subcontractor.

2. CONTRACT AND CONTRACT DOCUMENTS

- 2.1 *Entire Agreement.* This Agreement represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Agreement, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior condition, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless incorporated in this written Agreement.
- 2.2 *Relationship of Contract Documents.* The Contract Documents are complementary, and any requirement of one Contract Document shall be as binding as if required by all.
- 2.3 *Conflicting Conditions.* Any provisions in any of the Contract Documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.

3. PLANS, SPECIFICATIONS AND ADDENDA

3.1 The plans, specifications and addenda, hereinafter enumerated in Article 1 of the Agreement Between County and Contractor for Construction shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretation of the provisions to which they refer.

3.2 Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Agreement shall be attached to this Agreement at the time of execution, and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

4. CONTRACT SECURITY – BONDS

4.1 Performance Bond. The Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract sum as security for the faithful performance of this Contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law.

4.2 Payment Bond. The Contractor shall provide payment bond in an amount not less than one hundred percent (100%) of the contract price or in a penal sum not less than that prescribed by state, territorial or local law, as security for the payment of all persons performing labor on the project under this contract, furnishing materials in connection with this contract and all of Contractor's requirements as specified in the contract documents. The Payment Bond shall remain in effect until one (1) year after the date when final payment becomes due.

4.3 Additional or Substitute Bond. If at any time the County for justifiable cause shall be or become dissatisfied with any surety or sureties, then upon the Performance or Payment Bonds, the Contractor shall within five (5) days after notice from the County so to do, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the County. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the County.

4.4 Labor and Material Bond. The Contractor shall provide to the County Labor and Material Bond in an amount equal to the required payments by the Contractor to pay specified subcontractors, laborers, and materials suppliers associated with the project.

5. TERMS AND MEANINGS

Terms used in this Agreement that are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

- 5.1 **Words and Phrases.** Words, phrases, and abbreviations which have well-known technical or trade meanings used in the Contract Documents shall be used according to such recognized meanings. In the event of a conflict, the more stringent meaning shall govern.
- 5.2 **Gender, Singular/Plural.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.
- 5.3 **Captions and Section Headings.** The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope and conditions of this Agreement.
- 5.4 **Interchangeable Terms.** For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.

6. COMPLIANCE WITH APPLICABLE LAW, CHOICE OF LAW

- 6.1 This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of New Mexico and applicable ordinances of Santa Fe County.
- 6.2 In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations, including Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).
- 6.3 **Minimum Wage Rates.** The Contractor, all subcontractors and subsubcontractors warrants and agree to will comply with all applicable provisions of the New Mexico Public Works Minimum Wage Act as outlined in the Bid Documents. Wage rates are not applicable to projects costing less than \$60,000.
- 6.4 This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be federal and state district courts of New Mexico.
- 6.5 Pursuant to 13-1-191, NMSA 1978, reference is hereby made to the criminal laws of New Mexico, including §30-14-1, §30-24-2, and §30-41-1 through 3, NMSA 1978, which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code, 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation.
- 6.6 **New Mexico Tort Claims Act.** By entering into this Agreement, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et Seq. NMSA 1978, as amended. The County and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not

waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

6.7 **Provision Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

7. ~~EFFECTIVE DATE AND TERM~~

7.1 This Agreement shall, upon due execution by all parties, become effective in accordance with the Agreement Between County and Contractor for Construction, Article 3 - Effective Date, Time of Commencement and Substantial Completion. This Agreement shall not become effective until: (1) approved by the Santa Fe County Commissioners and/or the County Manager or their designee; and (2) signed by all parties required to sign this Agreement.

7.2 This Contract shall achieve Substantial Completion in accordance with the Agreement Between County and Contractor, Article 3 - Effective Date, Time of Commencement and Substantial Completion, unless earlier terminated pursuant to Section 8 (Termination) or 9, (Appropriations and Authorizations) of these General Conditions.

8. TERMINATION

8.1 **Termination of Agreement for Cause.** Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

8.2 **Termination for Convenience of the County.** The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than fifteen (15) days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

8.3 Right of the County to Terminate Contract In the event that any of the provisions of this Contract are violated by the Contractor, or by any of its subcontractors, the County may serve written notice upon the Contractor and the Surety of its intention to terminate this Contract, such notices to contain the reasons for such intention to terminate, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the County shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the Contract. Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the County may take over the work and prosecute the same to completion by contract or by force account and at the expense of the Contractor and the Contractor and its Surety shall be liable to the County for any excess cost occasioned the County thereby, and in such event the County may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

9. APPROPRIATIONS AND AUTHORIZATIONS

9.1 This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Santa Fe County Board of County Commissioners and/or, if state funds are involved, the New Mexico State Legislature. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

10. AMENDMENTS – CHANGE ORDERS

10.1 Contract Documents may be amended by a Change Order, hereto attached as Exhibit I to allow for additions, deletions, and revision as specified in Article 2 "The Work" of the Agreement between Santa Fe County and the Contractor or to amend the terms and conditions by a Change Order.

11. INDEMNIFICATION

11.1 The Contractor shall defend, indemnify, and hold harmless the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.

11.2 The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent can not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

11.3 The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

12. AGGRIEVEMENT PROCEDURE DURING CONTRACT ADMINISTRATION

12.1 Any claims, disputes, or other matters in question between the Contractor and the County, except those which have been waived by the making or acceptance of final payment as provided in Paragraph 6.2 of the Agreement Between Santa Fe County and Contractor for Construction, shall be presented in the form of a written request accompanied by supporting data to the Architect/Engineer for formal decision, with a copy to the other party. Such formal decision of the Architect/Engineer is binding upon the Contractor and the Owner unless either or both notify each other and the Architect/Engineer in writing within fifteen (15) days of their receipt of the decision that they are unwilling to abide by the Architect's/Engineer's decision, are thereby aggrieved in connection with the decision, and are separately exercising such rights as either may have under the Contract Documents or by law and regulation. If the Architect/Engineer fails to provide a written decision or a reasonable schedule to issue a written decision within ten (10) days after the County or the Contractor has presented its request, that party may consider itself aggrieved and may proceed to exercise its rights.

12.2 A settlement agreement signed by the County and the Contractor shall supersede and cancel any other dispute resolution proceedings regarding the same matter.

12.3 Unless work is stopped or payment withheld in accordance with the conditions of the Contract, or unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any dispute resolution proceedings, and the Owner shall continue to make payments to the Contractor in accordance with the Contract Documents.

13. DISPUTE RESOLUTION

13.1 Either County or Contractor may request mediation pursuant to the New Mexico Public Works Mediation Act, 13-4C-1, NMSA 1978, of any claim before such decision become final and binding. The request for mediation shall be submitted in writing to the other party. Timely submission of the request shall stay the effect of Paragraph 12.1.

13.2 County and Contractor shall participate in the mediation process in good faith. The process shall be completed within sixty (60) days of filing of the request. The mediation shall be governed by the rules for mediation pursuant to the New Mexico Public Works Mediation

Act.

13.3 If the dispute is not resolved by mediation, the dispute shall be resolved through litigation in the district court. The parties agree that the exclusive forum for such litigation shall be the State of New Mexico District Court for the First Judicial District at Santa Fe, New Mexico. Contractor irrevocably consents to the jurisdiction of said Court and agrees to accept service of a summons and complaint by mail or commercial courier service in accordance with Rule 1-004(E)(3) NMRA.

14. INSURANCE

- 14.1** The Contractor shall not commence work under this Contract until they have obtained all the insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on its subcontract until the insurance required of the subcontractor has been so obtained and approved.
- 14.2** **Proof of Carriage of Insurance.** The Contractor shall furnish the County with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions".
- 14.3** **General Conditions.** The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- 14.4** **General Liability Insurance, Including Automobile.** The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,050,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The Santa Fe County shall be a named additional insured on the policy.
- 14.5** **Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance.** The Contractor shall either 1) require each of its subcontractors to procure and to maintain during the life of its subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in 14.4 above.
- 14.6** **Workers' Compensation Insurance.** The Contractor shall comply with the provisions of the Workers' Compensation Act, 52-1-1 to 52-1-70 NMSA 1978. The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance as

required by applicable State law for all of its employees to be engaged in work at the site of the project under this Contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation law, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of its employees as are not otherwise protected.

14.7 Scope of Insurance and Special Hazards. The insurance require under subparagraphs 14.4 and 14.5 hereof shall provide adequate protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this Contract.

14.8 Builder's Risk Insurance (Fire and Extended Coverage). Until the project is completed and accepted by the County, the County, or Contractor at the County's option is required to maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the County, the Contractor, subcontractors as their interests may appear. The Contractor shall not include any costs for Builder's Risk Insurance (fire and extended coverage) premiums during construction unless the Contractor is required to provide such insurance; however, this provision shall not release the Contractor from its obligation to complete, according to plans and specifications, the project covered by the Contract, and the Contractor and his Surety shall be obligated to full performance of the Contractor's undertaking.

14.9 Increased Limits. If, during the life of this Agreement, the New Mexico State Legislature increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

14.10 Additional insured. Santa Fe County will be listed as an additional insured on all policies, and proof of coverage must be provided before work begins. Contractor shall maintain adequate insurance in at least the maximum amounts which the County could be liable under the New Mexico Tort Claims Act. It is the sole responsibility of the Contractor to be in compliance with the law.

15. INDEPENDENT CONTRACTOR

15.1 The Contractor and the Contractor's agents and employees are independent contractors performing professional and technical services for the County and are not employees of the County. The Contractor and the Contractor's agents and employees shall not accrue leave, retirement, insurance, bonding, use of County's vehicles, or any other benefits afforded to employees of the County as a result of this Agreement.

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

15.3 The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the County and the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive illegal payments.

16. CONFLICT OF INTEREST OF OFFICERS OR EMPLOYEES OF THE LOCAL JURISDICTION, MEMBERS OF THE LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS

16.1 No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during its tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

16.2 No official of the County who is authorized in such capacity and on behalf of the County to negotiate, make, accept or approve, or to take part in negotiating, making accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the County who is authorized in such capacity and on behalf of the County to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

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

17. ASSIGNMENT

17.1 The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

18. SUBCONTRACTING

18.1 The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any

attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

- 18.2 Contractor shall provide to the County a listing of subcontractors within ten (10) days of the Contract award.
- 18.3 Contractor shall adhere to all provisions of the Subcontractor's Fair Practices Act 13-4-31 to 13-4-42, NMSA 1978.
- 18.4 Contractor shall provide to the County completed Non-Collusion Affidavit of Subcontractor form and Certification of Subcontractor Regarding Equal Employment Opportunity form for all subcontractors listed.
- 18.5 The Contractor shall not award any work to any subcontractor without prior written approval of the County, which approval will not be given until the Contractor submits to the County a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the County may require.
- 18.6 The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as they are for the acts and omissions of persons directly employed by them.
- 18.7 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the County may exercise over the Contractor under any provision of the contract documents.
- 18.8 Nothing contained in this Contract shall create any contractual relation between any subcontractor and the County.
- 18.9 All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate written agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of County. Any contract between Contractor and a Subcontractor or Supplier shall provide that any remedy or claim for nonpayment of sums due or owing to Subcontractor or Supplier or services performed or materials provided is against Contractor and not County, subject to any remedy or rights Subcontractor or Supplier may have under the terms of the Contractor's Performance Bond and Section 13-4-19, NMSA 1978, the New Mexico Little Miller Act.

19. PERSONNEL

- 19.1 All work performed under this Agreement shall be performed by the Contractor or under its supervision.

19.2 The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

20. NOTICES

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

To the County: Santa Fe County
Office of the County Attorney
102 Grant Avenue
Santa Fe, New Mexico 87501

To the Contractor: Big Rock Builders
#57 State Road 581
Española, New Mexico 87532

20.2 Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices shall be mailed to either party may be changed by written notice given by such party to the other as hereinabove provided.

21. RELEASE

21.1 The Contractor, upon final payment of the amounts due under this Agreement, releases the County, the County's officers and employees from all liabilities and obligations arising from or under this Agreement, including, without limitation, all damages, losses, costs, liability, and expenses, including, without limitation, attorney's fees and costs of litigation that the Contractor may have.

22. WAIVER

22.1 No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of either party to insist upon performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party of a breach by the other party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

CONDITIONS OF THE WORK

1. ADDITIONAL INSTRUCTION AND DETAIL DRAWINGS

- 1.1 The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the Contract. The additional drawings and instructions supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Architect/Engineer/County will prepare jointly (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Architect/Engineer/County in accordance with the schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each schedule to be subject to change from time to time in accordance with progress of the work.

2. SHOP OR SETTING DRAWINGS

- 2.1 The Contractor shall submit promptly to the Architect/Engineer/County two (2) copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Architect/Engineer/County and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Architect/Engineer/County with two corrected copies. If requested by the Architect/Engineer/County the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Architect/Engineer/County, the Contractor will be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications, unless the Contractor notifies the Architect/Engineer/County in writing of any deviations at the time the Contractor furnishes such drawings.

3. MATERIALS, SERVICES AND FACILITIES

- 3.1 It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.
- 3.2 Any work necessary to be performed after regular working hours, on Sundays or legal holidays recognized by Santa Fe County, shall be performed without additional expense to the County.

4. CONTRACTOR'S TITLE TO MATERIALS

- 4.1 No materials or supplies for the work shall be purchased by the Contractor or by any

subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he/she has good title to all materials and supplies used by him/her in the work, free from all liens, claims or encumbrances.

5. INSPECTION AND TESTING OF MATERIALS

- 5.1** All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the County. The County will pay for all laboratory inspection service direct, and not as a part of the Contract.
- 5.2** Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

6. "OR EQUAL" CLAUSE

- 6.1** Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment or other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Architect/Engineer/County, of equal substance and function. It shall not be purchased or installed by the Contractor without the Architect/Engineer/County's written approval.

7. PATENTS

- 7.1** The Contractor shall hold and save the County and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the County, unless otherwise specifically stipulated in the Contract Documents.
- 7.2** License and/or Royalty Fees for the use of a process which is authorized by the County of the project must be reasonable, and paid to the holder of the patent, or its authorized licensee, direct by the County and not by or through the Contractor.
- 7.3** If the Contractor uses any design, device or materials covered by letters, patent or copyright, the Contractor shall provide for such use by suitable agreement with the County of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, without exception, the Contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or its Sureties shall indemnify and save harmless the County of the project from any and all claims for infringement by reason of the use of such patented or

copyrighted design, device or materials, or any trademark or copyright in connection with work agreed to be performed under this Contract, and shall indemnify the County for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after, completion of the work.

8. SURVEYS, PERMITS AND REGULATIONS

- 8.1** Unless otherwise expressly provided for in the Specifications, the County will furnish to the Contractor all surveys necessary for the execution of the work.
- 8.2** Unless otherwise expressly provided for in the Specifications, the Contractor shall procure and pay all permits, licenses and approvals necessary for the execution of this Contract.
- 8.3** The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

9. CONTRACTOR'S OBLIGATIONS

- 9.1** The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract, within the time herein specified. The Contractor will perform the Work in accordance with the provisions of this Contract and said specifications and in accordance with the plans and drawings covered by this Contract any and all supplemental plans and drawings, and in accordance with the directions of the Architect/Engineer/County as given from time to time during the progress of the work. The Contractor shall furnish, erect, maintain, and remove such construction plans and such temporary works as may be required.
- 9.2** The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Architect/Engineer and the County.

10. WEATHER CONDITIONS

- 10.1** In the event of temporary suspension of work, or during inclement weather, or whenever the Architect/Engineer/County shall direct, the Contractor will, and will cause its subcontractors to protect carefully its and their work and materials against damage or injury from the weather. If, in the opinion of the Architect/Engineer/County, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of its Subcontractors so to protect its work, such materials shall be removed and replaced at the expense of the Contractor.

11. PROTECTION OF WORK AND PROPERTY-EMERGENCY

11.1 The Contractor shall at all times safely guard the County's property from injury or loss in connection with this Contract. The Contractor shall at all times safely guard and protect its own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such is caused directly by errors contained in the Contract or by the County, or its duly authorized representatives.

11.2 In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Architect/Engineer/County, in a diligent manner. The Contractor shall notify the Architect/Engineer/County immediately thereafter. ~~Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Architect/Engineer/County for approval.~~

11.3 Where the Contractor has not taken action but has notified the Architect/Engineer/County of an emergency threatening injury to persons or to damage to the work or any adjoining property, the Contractor shall act as instructed or authorized by the Architect/Engineer/County.

11.4 The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 15 of these Conditions of the Work.

12. INSPECTION

12.1 The authorized representatives and agents of the County shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

13. REPORTS, RECORDS AND DATA

13.1 The Contractor shall submit to the County such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the County may request concerning work performed or to be performed under this Contract.

14. SUPERINTENDENT BY CONTRACTOR

14.1 At the site of the work the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Architect/ Engineer/County and shall be one who can be continued in that capacity for the particular job involved unless he/she ceases to be on the Contractor's payroll.

15. CHANGES IN WORK

15.1 No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the County. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

- A. Unit bid prices previously approved. An agreed lump sum.
- B. The actual cost of:
 - 1) Labor, including foremen;
 - 2) Materials entering permanently into the work;
 - 3) The County's or rental cost of construction equipment during the time of use on the extra work;
 - 4) Power and consumable supplies for the operation of power equipment;
 - 5) Insurance; and
 - 6) Social Security and old age and unemployment contributions.
- C. To the costs for changes in work a fixed fee will be added to be agreed upon but not to exceed ten percent (10%) of the actual cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

16. EXTRAS

16.1 Without invalidating the contract, the County may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the County or the Architect/Engineer, acting officially for the County, and the price is stated in such order.

17. INSPECTION OF SERVICES

- 17.1 The Contractor shall provide and maintain an inspection system acceptable to the County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the County during contract performance and for as long afterwards as the Contract requires.
- 17.2 The County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. The County shall perform inspections and tests in a manner that will not unduly delay the work.
- 17.3 If the County performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

17.4 If any of the services do not conform with the Contract requirements, the County may require the Contractor to perform the services again in conformity with Contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the County may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the Contract sum to reflect the reduced value of the services performed.

17.5 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, the County may by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the County that is directly related to the performance of such service, or terminate the Contract for default.

18. CORRECTION OF WORK

18.1 All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Architect/ Engineer/County who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet their approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at its own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Architect/Engineer/County, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Architect/Engineer/County shall be equitable.

19. WARRANTY OF CONSTRUCTION

19.1 In addition to any other warranties in this Contract, the Contractor warrants that work performed under this Contract conforms to the Contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

19.2 This warranty shall continue for a period of one (1) year from the date of final acceptance of the work. If the County takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one (1) year from the date the County takes possession.

19.3 The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to County-owned or controlled real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements or any defect of equipment, material, workmanship, or design furnished.

- 19.4 The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement.
- 19.5 The County shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
- 19.6 If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the County shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- 19.7 With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this Contract, the Contractor shall obtain all warranties that would be given in normal commercial practice; require all warranties to be executed, in writing, for the benefit of the County, if directed by the County; and, enforce all warranties for the benefit of the County, if directed by the County.
- 19.8 In the event the Contractor's warranty under subparagraph 19.4 of this clause has expired, the County may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.
- 19.9 Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the County nor for the repair of any damage that results from any defect in County-furnished material or design.
- 19.10 This warranty shall not limit the County's rights under the Inspection and Acceptance clause of this Contract with respect to latent defects, gross mistakes, or fraud.

20. SUBSURFACE CONDITIONS FOUND DIFFERENT

- 20.1 Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, the Contractor shall immediately give notice to the Architect/Engineer/County of such conditions before they are disturbed. The Architect/Engineer/County will thereupon promptly investigate the conditions, and if they find that they materially differ from those shown on the Plans or indicated in the Specifications, they will at once make such changes in the Plans and/or Specifications as they may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 15 above.

21. CLAIMS FOR EXTRA COST

- 21.1 No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Architect/Engineer approved by the County, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of General Conditions, the Contractor shall furnish

satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the County, giving the County access to accounts relating thereto.

22. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

22.1 Immediately after execution and delivery of the Contract, and before the first partial payment is made, the Contractor shall deliver to the County an estimated construction progress schedule in a form satisfactory to the County, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due to the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the County ~~(a) a detailed estimate giving a complete breakdown of the Contract sum and (b) periodic itemized estimates of work done for the purpose of making partial payments thereof.~~ The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the Contract price.

22.2 Schedule

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit five (5) copies of a progress schedule covering project operations for the Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor.

23. ASSIGNMENTS

23.1 The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the County. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations of services rendered or materials supplied for the performance of the work called for in this Contract.

24. MUTUAL RESPONSIBILITY OF CONTRACTORS

24.1 If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration if such other Contractor or subcontractors will so settle. If such other Contractor or subcontractor shall assert any claim against the County on account of any damage alleged to have been sustained, the

County shall notify the Contractor, who shall indemnify and save harmless the County against any such claim.

25. SEPARATE CONTRACT

25.1 The Contractor shall coordinate its operations with those of other contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including its subcontractors, shall keep informed of the progress and the detail work of other contractors and shall notify the Architect/Engineer/County immediately of lack of progress or defective workmanship on the part of other contractors. Failure of a contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by the Contractor of the status of the work as being satisfactory for proper coordination with its own work.

26. ARCHITECT/ENGINEER'S AUTHORITY

26.1 The Architect/Engineer/County shall give all orders and directions contemplated under this Contract and specifications, relative to the execution of the work. The Architect/Engineer/County shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this Contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Architect/Engineer/County's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Architect/Engineer/County shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this Contract affected in any manner or to any extent by such question.

26.2 The Architect/Engineer/County shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this Contract and other Contractors performing work for the County shall be adjusted and determined by the Architect/Engineer/County.

27. STATED ALLOWANCES

27.1 It is understood that Contractor has included in its proposal for the Contract sum all allowances including "Allowed Materials" The Contractor shall purchase the "Allowed Materials" as directed by the County on the basis of the lowest and best bid of at least three competitive bids. If the actual sum for purchasing the "Allowed Materials" is more or less than the "Cash Allowance," the Contract sum shall be adjusted accordingly. The adjustment in contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses. The cost of installation of the "Allowed Materials" shall be included in the applicable sections of the Contract Specifications covering this work.

28. USE OF PREMISES AND REMOVAL OF DEBRIS

28.1 The Contractor expressly undertakes at its own expense:

- A. to take every precaution against injuries to persons or damage to property;
- B. to store its apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of its work or the work of any other subcontractors;
- C. to place upon the work or any part thereof only such loads as are consistent with the safety of the portion of the work;
- D. to clean up frequently all refuse, rubbish, scrap materials, and debris caused by its operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
- E. before final payment to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from its operations, and to put the site in a neat, orderly condition; and
- F. to effect all cutting, fitting or patching of its work required to make the same to conform to the plans and specifications and, except with the consent of the Architect/Engineer/County, not to cut or otherwise alter the work of any other Contractor.

29. QUANTITIES OF ESTIMATE

29.1 Wherever the estimated quantities of work to be done and materials to be furnished under this Contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the County to complete the work contemplated by this Contract, and such increase or diminution shall in no way void this Contract, nor shall any such increase or diminution give cause for claims or liability for damages.

30. LANDS AND RIGHTS-OF-WAY

30.1 Prior to the start of construction, the County shall obtain all lands and rights-of-way necessary for the carrying out and completions of work to be performed under this Contract.

31. GENERAL GUARANTY

31.1 Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the County, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of final acceptance of the work unless a longer period is specified. The

County will give notice of observed defects with reasonable promptness.

32. PROTECTION OF LIVES AND HEALTH

32.1 The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of its prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the County may determine to be reasonably necessary.

33. INTEREST OF MEMBER

33.1 No member of Santa Fe Board of County Commissioners shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom.

34. OTHER PROHIBITED INTERESTS

34.1 No official of the County who is authorized in such capacity and on behalf of the County to negotiate, make, accept or approve, or to take part in negotiating, making accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the County who is authorized in such capacity and on behalf of the County to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

35. USE AND OCCUPANCY PRIOR TO ACCEPTANCE BY COUNTY

- 35.1** The Contractor agrees to the use and/or occupancy of a portion or unit of the project before formal acceptance by the County, provided the County:
- A. Secures written consent of the Contractor except in the event, in the opinion of the Architect/ Engineer, the Contractor is chargeable with unwarranted delay in final cleanup of punch list items or other contract requirements.
 - B. Secures endorsement from the insurance carrier and consent of the surety permitting occupancy of the building or use of the project during the remaining period of construction.
 - C. When the project consists of more than one building, and one of the buildings is occupied, secures permanent fire and extended coverage insurance, including a permit to complete construction. Consent of the surety must also be obtained.

ATTACHMENT A
BID SHEETS

REVISED BID SHEETS

IFB# 2015-0159-PW/PL

**CONSTRUCTION SERVICES FOR THE HONDO FIRE STATION NO. 1
APPARATUS BAY ADDITION**

Please offer your best price for the work required for the construction of the Hondo Fire Station No. 1 apparatus bay addition. The lump sum base bid and additive alternates must include pricing for materials, equipment, labor, travel, incidentals and fees for any required permitting. Be advised that award may be made without discussion with bidders on offers received.

<u>Item</u>	<u>Description</u>
1.	Construction Services for Hondo Fire Station No. 1 Apparatus Addition

Lump Sum Base Bid: \$ 269,500.00

Written in Words (Base Bid): TWO HUNDRED THOUSAND SIXTY NINE FIVE HUNDRED DOLLARS & NO/100

Additive Alternate

Description

#A1

Additive Alternate #A1 adds three 1,500 gallon cisterns. These cisterns utilizes the same metal gutters and downspouts with "canale" style overflows that are included in the contract outside of this alternate but shortens the run of the downspouts to connect into the cisterns. The alternate also includes running an underground irrigation pipe from one of the cisterns to a new retention pond at the back of the property. This alternate would delete the concrete splash blocks that are in the contract documents.

Lump Sum Additive Alternate #1: \$ 7,800.00

Lump Sum Written in Words (Additive #1): SEVENTY EIGHT HUNDRED DOLLARS & NO/100

Additive Alternate

Description

#A2

Additive Alternate #A2 is the retention pond but is a fixed price as its cost is provided in a \$3,000 allowance which was added to the contract as part of Addendum No. 1.

Lump Sum Additive Alternate #2: \$3,000.00

Lump Sum Written in Words (Additive #2): Three thousand dollars & no cents

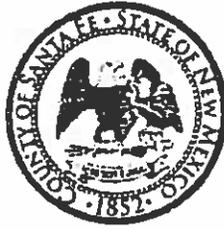
Note: Lump sum base bid and additive alternates are exclusive of New Mexico Gross Receipts Tax

ATTACHMENT B
ADDENDA & MODIFICATIONS

Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathleen Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

December 9, 2014

SANTA FE COUNTY
IFB# 2015-0159-PW/PL
CONSTRUCTION SERVICES FOR HONDO FIRE STATION NO. 1
APPARATUS ADDITION

ADDENDUM #1

Dear Bidders,

This addendum is issued to reflect the following immediately. It shall be the responsibility of interested bidders to adhere to any changes or revisions to the IFB as identified in this Addendum No. 1. This documentation shall become permanent and made part of the departmental files.

On December 1, 2014 Santa Fe County held the pre-bid conference for the above referenced Invitation for Bid (IFB). Listed below are questions asked at the conference and received via email.

Question #1- Can the plans and specifications be made available electronically?

Answer #1- The bid documents are available in hard copy or CDs at Construction Reporter.

Question #2- What is the architect's estimate?

Answer #2- The architect's estimate is \$310,000.00

Question #3- Will the contract time be extended for inclement weather? If so, what is the process for requesting additional working days?

Answer #3- *Weather days will be granted upon receiving documented weather conditions from a reputable source such as the weather channel on the internet.*

Question #4- Will there be any restrictions for the operation of the Fire Station during construction?

Answer #4- *The facility is required to stay open/active during construction. There may be a period while installing new electrical service that the station may need to close and proper arrangements will need to be made by the Fire Department.*

Question #5- What utilities on-site will be available to the contractor during construction?

Answer #5- *Water and electricity are available on site. Offsite water will need to be hauled in for dust control and earthwork compaction.*

Question #6- Will the site be locked during construction?

Answer #6- *Building will be closed/locked during construction. Arrangements can be made when and if contractor needs to get into building.*

Question #7- Where will the staging area be located?

Answer #7- *Staging will occur near area next to new apparatus addition.*

Question #8- Will Builder's Risk Insurance be required? If so, what will be the required amounts?

Answer #8- *Yes, refer to Appendix E – Sample Agreement, "General Conditions to Agreement between SFC and Contractor for Construction Services", pages 9-10, Section 14 through 14.10 for all insurance requirements.*

Question #9- Can the back access road to the interstate be utilized during construction?

Answer #9- *No. Access will not be allowed onto I-25 from project site.*

Question #10- Will the skylights that are to be removed require insulation?

Answer #10- The skylights are to be insulated with R-38 Rigid Insulation. See drawing SKA001.

Question #11- What procedures will be utilized for the operation of the Fire Station during times when the electrical service will be turned off?

Answer #11- The Fire Department will either relocate or park emergency vehicles outside of the building.

Question #12- Is the old roof to be removed before the installation of the new roof?

Answer #12- Existing roof is not to be disturbed. New roof will be built leaving the existing roof intact.

Question #13- Are the trusses engineered? Is there a bottom rail?

Answer #13- As listed in the drawings they are "Pre-Engineered Trusses". The contract documents provide bidders with the loading, and profile information needed for a sub-contractor to produce trusses that fit the buildings specifications. The sub-contractor fabricating the trusses must design the composition of them.

Question #14- Will there be any plumbing/piping connected to the cisterns?

Answer #14- One Cistern will have a underground pipe connecting it to a retention pond at the east end of the site.

Question #15- How many cisterns are there?

Answer #15- Three Cisterns are listed as an alternate to the Splash Blocks. They are 1,500 Gallons each, and are detailed in the technical specifications. This alternate pricing also adds the underground piping to a retention pond and the retention pond itself.

Question #16- Are the cisterns to be situated on the ground? Will a foundation be required?

Answer #16- The Cisterns are to be placed on grade. They do not have a foundation. The Cisterns should be placed on clean compacted, level soil, per manufactures requirements.

Question #17- There is a reference to Note #6; but Note #6 is not listed; please clarify?

Answer #17- Delete and disregard any mention of Note #6.

Question #18- Will there be any mechanical work required?

Answer #18- Yes, see mechanical drawings.

Question #19- Will new doors be installed in the openings to the new bay?

Answer #19- No doors in this location.

Question #20- Whose responsibility will it be to relocate the compressor? And can it be stored on-site?

Answer #20- The compressor will be moved from the storage location that is to be demolition into another existing storage location inside the fire station. This temporary storage location, as well as the compressors final location inside the new bay, is to be coordinated with the owner during construction. The removal to storage, and movement and installation in the compressors final locations is all to be done by the Contractor.

Question #21- Is there any existing equipment that the contractor will be required to move and relocate?

Answer #21- See answers to question 20. No other existing equipment will be relocated by the contractor other than the compressor in question 20 and what is contained in the contract documents.

Question #22- Will there be demolition required? If so, what will the demolition consists of?

Answer #22- See, drawings A-101, and ED-101.

Question #23- Is there any back-up power to the station?

Answer #23- There is no back power at the station.

Question #24- What are the existing wall stubs comprised of?

Answer #24- Though it is believed that the existing stub walls are made of concrete block, no "As-Built" drawings exist. Because of the lack of documentation on the previous construction, the contractor must verify any existing conditions in field.

Question #25- What is the amperage of the existing electrical service on the electrical wall panel?

Answer #25- The existing electrical service of the wall panel in question is 200 Amps.

Question #26- Will the existing electrical wall panel be turned into a J-box?

Answer #26- No existing electrical wall panels are to be removed and thus will not be turned into a J-box. Per the contract documents all existing wall panels are to be protected during demolition and construction.

Question #27- Is there any required paving?

Answer #27- The only asphalt paving would be patching around the area of the new concrete apron see note "7" on sheet "A-001".

Question #28- Are there any existing utilities running through the roof?

Answer #28- The existing gas lines run along the top of the roof. No other utilities are known to run through or on top of the existing roof. This must be verified in field.

Question #29- Sheet A 101 indicates that the 1,500 gallon water storage tanks are an "alternate" yet bid form does not call out or list alternates. Section 01 2300 Alternates describes alternates and is confusing. Seems that Base Bid is concrete splash blocks with downspout and Alternate is delete splash blocks, modify downspouts to run into tanks and provide tanks. Please clarify Base Bid and Alternate 1.

Answer #29- See answers to questions 14, 15 and 16. The assertions made in question 29 regarding the alternate pricing of the cisterns are accurate to the contract documents. The base bid is concrete splash blocks with downspouts. The alternate deletes the splash blocks and modifies the downspouts to run to three 1,500 gallon Cisterns that sit on grade. The southernmost Cistern will have an underground pipe to a retention pond to the east.

Question #30- A103 Roof Plan – Note on lower right hand side indicates “Remove existing canales (typ.)” but it is referring to new work? Please clarify that this is intended for existing canales on existing roof.

Answer #30- This note is incorrect and is to be removed. Five Existing canales are to be removed on the existing building. Though the locations of the canales to be removed. The canales to be removed are the three on the existing south facing façade and the two on the east facing façade on the portion of the existing building to receive a new roof. These Canales are shown on A-103 Revised on 12-8-14.

Question #31- A103 – at new portal call out section 1/A501 is not on A501 and 2/A402 is not representative of the new small portal at the NE corner. Need details for new portal.

Answer #31- These detail call outs are inaccurate, they are corrected on the reissued A-103 dated for Revision on 12-8-14. 2/A-402 is representative of the new portal's roofing, for details of the framing of the portal see S-201.

Question #32- S-201 and S-602 mention Photo voltaic (PV) panels. Are there any solar panels on this project?

Answer #32- Disregard mention of Photo voltaic panels on S-201 and S-602.

Question #33- A501 – no head, jamb or sill details for door and window.

Answer #33- The composition and construction of the openings is detailed in Division 08 of the technical specifications.

Question #34- Has a geotechnical (soils) report been completed; if so please provide.

Answer #34- The geotechnical report is provided in Addendum No. 1.

Question #35- How many rows of snow stops does the County want on the new Roof Panels, refer to page A-103?

Answer #35- The shorter spanning side of the new roof is to have two rows of snow stops. The longer spanning side is to have three.

Please add this Addendum #1 to the original bid documents and refer to bid documents, hereto as such. This and all subsequent addenda will become part of any resulting contract documents and have effects as if original issued. All other unaffected sections will have their original interpretation and remain in full force and effect.

Bidders are reminded that any questions or need for clarification must be addressed to Pamela Lindstam, Senior Procurement Specialist at plindsta@santafecountynm.gov.

SECTION 00 9111

ADDENDUM NUMBER 1

PARTICULARS

- 1.01 DATE: 12/09/2014**
- 1.02 PROJECT: HONDO FIRE STATION NO. 1**
- 1.03 IFB # 2015-0159-PW/PL**
- 1.04 OWNER: SANTA FE COUNTY**
- 1.05 ARCHITECT: LLOYD & ASSOCIATES**

TO: PROSPECTIVE BIDDERS

- 2.01 THIS ADDENDUM FORMS A PART OF THE CONTRACT DOCUMENTS AND MODIFIES THE BIDDING DOCUMENTS DATED NOVEMBER 16/17 2014, WITH AMENDMENTS AND ADDITIONS NOTED BELOW.**
- 2.02 ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED IN THE BID FORM. FAILURE TO DO SO MAY DISQUALIFY THE BIDDER.**
- 2.03 THIS ADDENDUM CONSISTS OF 3 PAGES AND THE FOLLOWING DRAWINGS AND DOCUMENTS.**

- A. SKA001
- B. A-103 ROOF PLAN
- C. DOCUMENT 01 2100 ALLOWANCES
- D. REVISED DOCUMENT 22 1453 RAINWATER HARVESTING SYSTEMS
- E. GEOTECHNICAL REPORT BY FLORENTINO ENGINEERING DATED MARCH 2014
- F. PRIOR APPROVALS OF LIGHTING FIXTURES FROM IWI LIGHTING
- G. PRE-BID CONFERENCE SIGN-IN SHEET

CHANGES TO THE PROJECT MANUAL:

3.01 DOCUMENT 00 6000 – INFORMATION AVAILABEL TO BIDDERS

A. SOIL INVESTIGATION DATA

- 1.ADDING DOCUMENT 00 6000: Geotechnical Report by Florentino Engineering LLC, dated March 2014 for project no. 14-01305 is provided and should be considered the Basis for Bidding.**

3.02 DOCUMENT 01 2100 – ALLOWANCES

A. ADDING SECTION 01 2100

- 1. Cash allowance added for furnishing and work associated with retention pond referenced on sheet A-101" Site Plan" in contract documents.**

3.03 DOCUMENT 22 1453 RAINWATER HARVESTING SYSTEMS**A. 1.1 SECTION INCLUDES**

1. ADDITION: 5. Underground Piping. 6. Retention Pond

B. 2.1 COMPONENTS

1. ADDITION: F. Underground overflow to retention pond.
2. ADDITION: G. Retention Pond, Allowance provided. (see Document 01 2100)

CHANGES TO DRAWINGS:**4.01 GENERAL NOTES FOR ALL DRAWINGS IN CONTRACT DOCUMENTS.**

- A. A. "100% CD" is to be the nomenclature to represent drawings used for bidding.
- B. Drawings M-000, M-101, EG-01, ES-101, ED101, E-101, AND E-102 are to be marked as "100% CD". In area in 5th box down from the top of the each drawings title block the text "90% Review Package" is to be deleted and the text "100% CD" is to be added.

4.02 DRAWING A-001 SITE PLAN

- A. DELETE any mention of keynote 6, keynote 6 is not used.
- B. DISREGARD any mention of bollards on site plan, see drawing A-101 for existing, to be removed and new bollards.

4.03 DRAWING A-103 ROOF PLAN

- A. DETETE text on new bay stating "REMOVE EXISTING CANALES".
- B. CHANGE all section call outs on roof plan to link to Sheet "A-402", delete any link to "A-501".

4.04 DRAWING ED-101 ELECTRICAL FLOOR PLAN DEMOLITION

- A. DELETE text saying "NEW TRUCK BAY". Text to read "EXISTING TRUCK BAY".

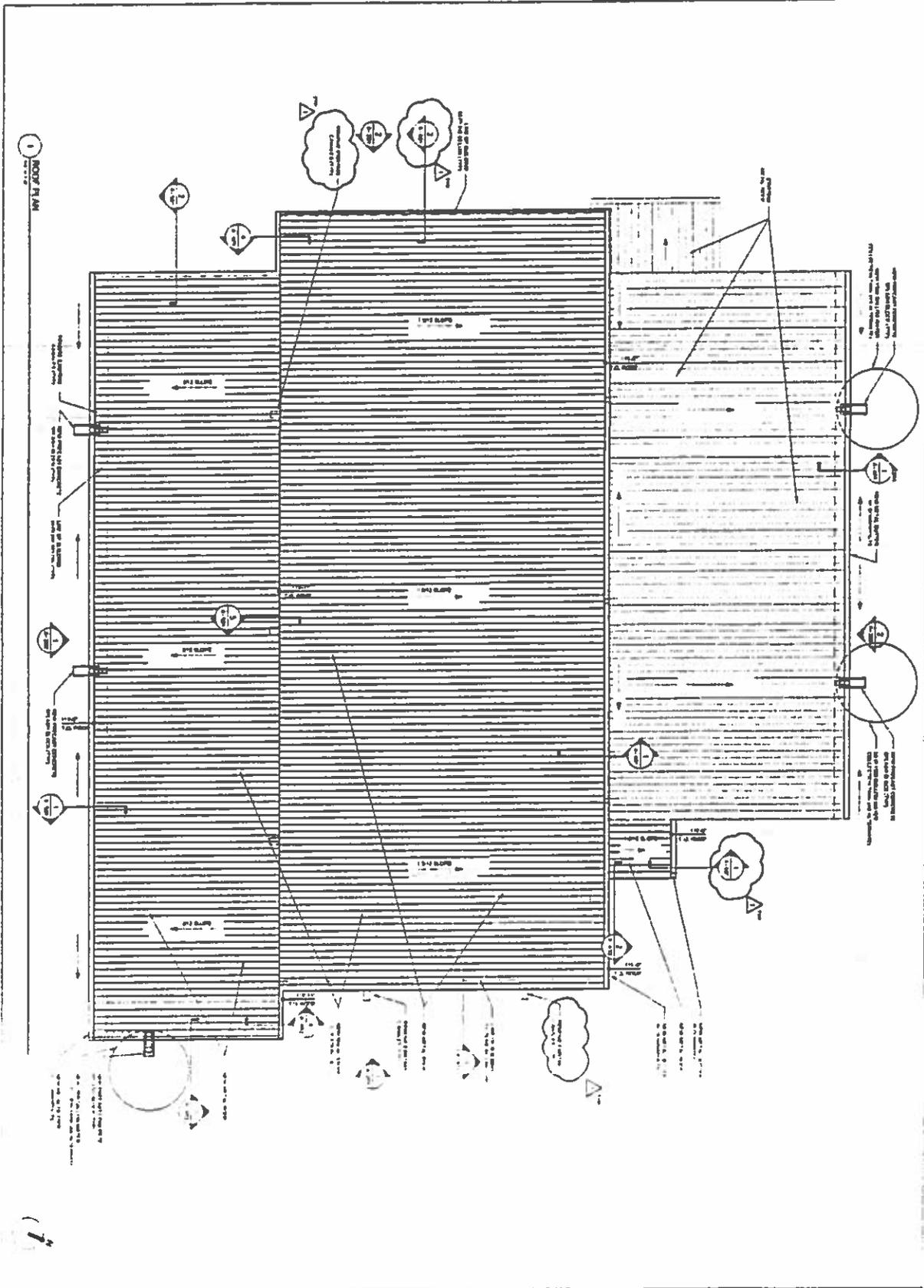
DRAWING "M-101 MECHANICAL / PLUMBING"

- A. ADD general note "B" to read "EXTEND TWO EXISITNG GAS VENTS FROM THE EXISITNG GASS HEATERS THROUGH NEW ROOF. NEW VENTS TO BE FLASHED AND DETAILED SIMILARLY TO THAT OF NEW VENTS."

APPROVAL OF ADDITIONAL PRODUCTS/SYSTEMS**5.01 SECTION 26 0000****A. 3.16 APPROVED FIXTURES**

1. LSI Industries # LPR24-LED-HO-NM-UE is approved as an alternate to CREE# CR24-40L-35K specified in contract documents.
2. GE Lighting #EFN-A-0-5-50-T-DK8Z is approved as an alternate to Hubbel # MHS-Y30LU-5K-W-BZ specified in the contract documents.
3. LSI Industries # DW-LED-HO-NW-UE is approved as an alternate to CREE# CS14-38L-40K specified in the contract documents.

4. Aware Wall Switch # 63344-WIR-10DR-G-D-W is approved as an alternate to the Hubbel # OMNIDT2000 Dual-Technology Ceiling Mounted Occupancy Sensor specified in the contract documents.



A-103

HONDO FIRE STATION NO. 1
 NEW ADDITION & REMODEL
 21 SETON VILLAGE ROAD
 SANTA FE, NM 87508



Lloyd & Associates
 ARCHITECTS

SECTION 01 2100

ALLOWANCES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Cash allowances.
- B. Payment and modification procedures relating to allowances.

1.02 CASH ALLOWANCES

- A. Costs includes in Cash Allowances: Cost of product to Contractor or subcontractor, less applicable trade discounts. Cost of labor associated with Allowances. Cost of equipment or other rentals needed to accomplish work in or connected to allowance.
- B. Architects Responsibilities:
 - 1. Select products in consultation with Owner and transmit decision to Contractor.
 - 2. Prepare Change Order.
- C. Contractor Responsibilities:
 - 1. On notification of which products have been selected, execute purchase agreement with designated supplier and installer.
 - 2. Arrange for and process product data. Arrange for delivery.
- D. Differences in costs will be adjusted by Change Order.

1.03 ALLOWANCES SCHEDULE

- A. SECTION 31 2000 RETENTION POND
 - 1. RETENTION POND – Include the stipulated sum of \$3,000 for purchase and delivery of materials associated with creation of pond, As well as excavation and other labor associated with work.

END OF SECTION

SECTION 22 14 53

RAINWATER HARVESTING SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Rainwater harvesting system including the following:
 - 1. Rainwater pre-filters.
 - 2. Storage tanks.
 - 3. Distribution pumps.
 - 4. Controls.
 - 5. Underground Piping
 - 6. Retention Pond

1.2 SYSTEM DESCRIPTION

- A. Custom rainwater harvesting system shall collect rainwater from the roof and convey rainwater through roof drains, downspouts and conveyance piping, self-cleaning, gravity fed pre-filters. Filtered rainwater will travel through the pre-filter and into a rainwater storage tank. Water will be drawn out of the storage tank and pumped through a packaged pumping system to the irrigation/plumbing system. The pumping system will be design to provide water at the desired design point on an on-demand basis.
- B. Design Requirements: Filter, store, and distribute harvested rainwater.

1.3 SUBMITTALS

- A. Product Data: For system components; include dimensions, capacities, operating characteristics, utility connections, and accessories.
- B. Shop Drawings: Include system layout, components, and accessories.

1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications:
 - 1. Minimum 10 years experience in work of this Section.
- B. Installer Qualifications:
 - 1. Minimum 3 years experience in work of this Section.
 - 2. Successful completion of minimum of 3 previous projects of similar scope and complexity.
 - 3. Maintain factory trained technicians on staff to provide field service and warranty work.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Do not deliver system components until time needed for installation, and after proper protection can be provided.
- B. Protect components from damage and corrosion.
- C. Leave protective coverings in place until just prior to installation.

PART 2 PRODUCTS

2.1 COMPONENTS

- A. **Rainwater Pre-filters: Gravity-fed self-cleaning.**
- B. **Rainwater Pre-Filters:**
- C. **Description: High efficiency, self cleaning above/below ground rainwater filter with 350 micron stainless steel filter insert.**
- D. **Rainwater Storage Tanks:**
 - 1. **HDPE Above Ground Rainwater Storage System of 1500 Gallons.**
- E. **Storage Tank Accessories:**
 - 1. **Floating Filter and Hose:**
 - a. **RainHarvest Model: No. RH9991.**
 - b. **Description: 2" Stainless steel filter housing and mesh fabric, and polyethylene floating ball.**
 - 2. **Overflow Siphon:**
 - a. **Model: No. 330108.**
 - b. **Description: Polyethylene overflow device with support strut and clamp for 4 inch overflow piping.**
- F. **Underground overflow to retention pond**
 - 1. **30' run of SDR-35 Irrigation Pipe (total distance must be field verified)**
 - a. **4" diameter pipe**
 - b. **Pipe buried below grade 10" min.**
- G. **Retention Pond**
 - 1. **400 cubic foot pond.**

2.2 ACCESSORIES

- A. **Bulkhead Fittings: Sized to match system inlet, outlet, pump flow rate, vents, and other penetrations.**

PART 3 EXECUTION

3.1 INSTALLATION

- A. **Install system components in accordance with manufacturer's instructions and approved Shop Drawings.**
- B. **Arrange equipment so that components requiring removal or maintenance are readily accessible without disturbing other components. Arrange for clear passage between components.**
- C. **Connect to utility supplies and equipment.**
- D. **Ground components in accordance with component manufacturer's instructions.**
- E. **Install prefilters at time storage tanks are installed.**

3.2 FIELD QUALITY CONTROL

- A. **System Integrators:**
 - 1. **Installation oversight and technical support.**
 - 2. **Terminate and test control system wiring and operation of electrical**

- components.
3. Demonstrate proper pump and controls operation.
 4. Make adjustments to meet user-defined system performance.
 5. Review operation and maintenance procedures with Owner's representative.

END OF SECTION

GEOTECHNICAL INVESTIGATION

**PROPOSED HONDO FIRE STATION
NEW TRUCK BAY ADDITION
SANTA FE COUNTY, NEW MEXICO**

Submitted To:

**Santa Fe County Public Works Projects
Facilities & Open Space
P.O. Box 276
Santa Fe, NM 87504-0276**

Submitted By:

**Florentino Engineering, LLC
26 Sunset Blvd.
Edgewood, NM 87015**

**March 2014
Project No. 14-01305**

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FLORENTINO ENGINEERING, LLC

26 SUNSET BLVD. EDGEWOOD NM 87015, Ph(505) 220-2308, Fx(505) 286-1442, email-gfloren@q.com

March 27, 2014

Project No. 14-01305

Santa Fe County
Public Works Projects
Facilities & Open Space
P.O. Box 276
Santa Fe, NM 87504-0276

Attn: Ron Sandoval
Project Manager

RE: **Hondo Fire Station
Proposed New Truck Bay Addition
Santa Fe Co., NM**

As requested, Florentino Engineering LLC conducted a geotechnical investigation at the referenced site. The report contains our findings, and earthwork recommendations for building foundations and earthwork construction.

In addition, in order to verify compliance with the recommendations contained herein, we recommend that testing and observation services be provided by a qualified geotechnical engineer, during the construction of this project.

If you have questions concerning this report or need additional information, please contact our office at your convenience.

Respectfully submitted,

Florentino Engineering, LLC



Guillermo A. Florentino, P.E.
Principal

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APPENDICES

APPENDIX A – FIELD AND LABORATORY INVESTIGATION

APPENDIX B – SITE PLAN AND BORING LOGS

1.0 INTRODUCTION

This report presents a geotechnical investigation for the proposed Hondo Fire Station New Truck Bay Addition, located at #21 Seton Village Road, Santa Fe County, New Mexico.

2.0 PROJECT DESCRIPTION

The proposed development consists of the construction of an approximately 1,200 square feet addition to an existing fire station facility.

The proposed structure will consist of a single story facility, with slab on grade floors, and steel stud frame construction. The maximum anticipated foundation loads are not to exceed 2 kips per foot for continuous footings, and 20 kips for isolated column loads.

3.0 SCOPE OF SERVICES

The scope of services consisted of a field investigation during which, two (2) soil borings were excavated to depths ranging from 1 to 8 feet, and utilizing a CME 75 drill rig. The excavations were logged, and soil samples were obtained utilizing a split spoon sampler, and advanced with the Standard Penetration Test (SPT) hammer at selected depths.

The samples were analyzed in the laboratory to determine their classification and pertinent engineering characteristics. The results of these tests were the basis for the recommendations for:

- Building Foundations
- Retaining Walls
- Earthwork Construction

4.0 INVESTIGATION

4.1 FIELD INVESTIGATION

The field investigation included the excavation of two (2) borings to depths ranging from 1 to 8 feet below the existing surface. The approximate boring locations are shown in the enclosed Site Plan.

Continuous logs of the soil conditions were recorded, and samples were obtained during the field sampling program. Summaries of the subsurface conditions encountered are presented on the test pit logs. Field exploration and investigation procedures are further described in Appendix A.

4.2 LABORATORY TESTING

Samples obtained during the field investigation were taken to the laboratory and classified in accordance with ASTM D-2488, which is based on the Unified Soils Classification System. Representative samples were then selected for testing to determine physical and engineering properties. These tests included moisture content, density, swell potential, grain size distribution, and plasticity index.

The results of the laboratory tests are summarized on the enclosed tables presented in Appendix A. The laboratory test results and field observations, were utilized to prepare the boring logs. Laboratory testing procedures are also further described in Appendix A.

The soil samples presently stored in our laboratory will be discarded after 30 days, unless our office receives a specific request to retain the samples for a longer period.

5.0 SITE AND SUBSURFACE CONDITIONS

5.1 SITE DESCRIPTION

The proposed project site presented a relatively flat graded area covered with gravel and located to the south of the Hondo Fire Station. The site is bound to the south by Seton Village Road, by Camino Del Sol to the west, and by Interstate 25 to the east.

5.2 SUBSURFACE CONDITIONS

The upper site soils were primarily weathered sandstone, consisting of blends of sand with silt and clay, underlying by bedrock. The depth of upper soils was approximately 8 feet in B-1, and 1 foot in B-2. The soils below these depths became very hard turning into bedrock. The upper soil plasticity was low, with medium dense to dense, and medium moisture.

5.3 GROUNDWATER

Groundwater was not encountered at the time of our investigation. Numerous factors contribute to fluctuations of groundwater levels, however, the valuation of these factors was beyond the scope of this investigation.

5.4 SEISMICITY AND LIQUEFACTION

Based on the observed soil classification groundwater depth, the potential for liquefaction can be considered negligible. In addition, based on the SPT blow counts in the upper soils, the site can be characterized as Seismic Site Class B in accordance with IBC criteria.

6.0 GENERAL EVALUATION

The site soils may be considered with low expansive potential, however, due to the low moisture and density, the upper site soils may become compressible under foundation loads. The native soils may be re-used as structural fill if properly processed to comply with the structural fill requirements contained in herein.

Conventional spread shallow spread foundation systems can be utilized, provided that the recommendations contained in this report are adhered to.

7.0 RECOMMENDATIONS

The following sections present a discussion of earthwork, foundations, and geotechnical related requirements for different aspects of the project. Specific design recommendations are presented at the end of each section.

7.1 GENERAL

Based on the results of the field and laboratory investigations, the proposed structure may be established on conventional spread footings placed upon compacted native soils or structural fill.

7.2 SITE GRADING AND EARTHWORK

Within the areas to be graded, existing vegetation and debris should be removed and hauled from the site. Any undocumented fill and loose, soft, and firm native soils should be excavated, processed, and stockpiled for later use. Surface preparation should extend a minimum of 3 feet beyond the exterior footings and a minimum of 2 feet beyond exterior flatwork and pavements. After stripping, the exposed native soils should be scarified in areas to receive structural fill for the support of footings, slabs-on-grade, exterior concrete flatwork, and asphaltic pavements. A representative of this office should observe the bottom of the over-excavation prior to the continuance of grading to verify compliance with the specifications, and whether the exposed soils are suitable for the support of structural fill. Specific earthwork recommendations are provided below:

1. All organic material, undocumented fill, debris and soft, firm, loose, or disturbed native soils should be removed from the proposed building and pavement areas.
2. Compacted fill placed for the support of footings, slabs-on-grade, post-tensioned slabs, exterior concrete flatwork, and pavements should be considered structural fill. ~~Structural fill may consist of approved imported soils or processed on-site soils that meet the criteria provided herein.~~
3. The subgrade in all areas to receive fill, should be scarified to a minimum depth of 8 inches, moisture conditioned to within 3 percent of optimum, and compacted to at least 95 percent of the maximum laboratory dry density, as determined by ASTM D 1557.
4. Unless otherwise noted, all earthwork and structural fill should conform specifications outlined in this report. Fill material may also be utilized if approved by the Geotechnical Engineer.
5. Fill consisting of excavated on-site soils or imported soils approved by the Geotechnical Engineer shall be placed in controlled horizontal layers compatible with the type of compaction equipment used. Soils used as structural fill shall be clean material, free of deleterious debris and/or organic material, and shall meet the following requirements:

<u>Sieve Size</u>	<u>% Passing</u>
3"	100
No.4	50 -100
No.200	20 - 50

Plasticity Index - 12 Max.

6. During the earthwork phase, experienced personnel should be present to observe fill materials for suitability and consistency. A documented testing program should be conducted and approved by a Geotechnical Engineer to verify that the recommendations contained in this report are adhered to.
7. There will be material losses due to clearing and grubbing operations. Also, there will be shrinkage losses when excavating and compacting the on-site soils. An estimated shrinkage factor of 10 to 15 percent is applicable for the natural soils within 5 feet of the existing ground surface. A subsidence factor of 0.1 feet should be used in all areas where the exposed uncemented native soils are scarified to a depth of six inches and re-compacted.

-
8. Based on observations made during our field explorations, the native soils cannot be excavated with conventional earthwork equipment. Specialized rock excavating equipment may be required for utility and foundation construction. The Contractor should be aware of the potential for vibrational damage to adjacent or nearby structures when using heavy impact equipment during removal of moderately hard to hard cemented materials.
 9. Rubble or debris resulting from excavating soils should be considered undocumented fill.
 10. Over-excavation and utility trenches should be laid back to safe slopes or properly shored. Trenching and shoring operations should be conducted in accordance with the *OSHA Standards* as currently amended. Safety of construction personnel is the responsibility of the Contractor.
 11. Soils in fill areas shall be compacted to at least 95 percent of the maximum dry density as determined by ASTM D1557, and at a moisture content within 3 percent of optimum.
 12. Existing septic systems and contaminated soils shall be removed in accordance to governing environmental regulations. Abandoned foundations and utilities shall also be removed, and any voids shall be compacted in accordance to the recommendations contained herein.

7.3 FOUNDATION DESIGN

The proposed structures should receive adequate support from conventional spread footings founded on compacted structural fill. Specific design recommendations for spread footings are presented in the following subsection.

7.3.1 SPREAD FOOTINGS

Spread footings designed for the recommended allowable bearing pressures, and in accordance to the outlined recommendations, are expected to experience total settlements less than 1-inch for the maximum column load of 20 kips. Differential settlements are expected to be on the order of one-half the total settlement. It is expected that the majority of the anticipated settlement will occur during construction. Specific design recommendations are provided as follows:

1. Footings shall be established on a minimum of 2 feet of structural fill or processed native soils. The soils shall be compacted to a minimum of 95% of the maximum density and within 3 percent of optimum moisture determined in accordance to ASTM D-1557.

-
2. Footings shall be imbedded a minimum of 24 inches below the lowest adjacent grade. The excavation shall extend a minimum of 2 feet beyond the edge of the footing.
 3. Foundations constructed in accordance to the above recommendations can be designed for an allowable soil bearing pressure of 2,000 psf, and can be increased by one-third to include wind or seismic forces. ~~Minimum footing widths shall be 1.5 feet for continuous and 2 feet for isolated.~~
 4. Total estimated settlement of properly constructed foundations should be less than 1 inch, with a maximum differential settlement less than $\frac{3}{4}$ inch. Excessive moisture below the foundation may cause these values to be greater.
 5. *Due to the potential for damaging differential settlements, spread footings should not bear on both bedrock and fill. If both are present at the footing base, as determined in the field by a representative of this office, the bedrock should be overexcavated by a minimum depth of 12 inches and replaced with structural fill.*

7.4 SLABS-ON-GRADE

Building slabs shall be placed on a minimum of 2 feet of structural fill, compacted to a minimum of 95 percent of the maximum density and within 3 percent of optimum moisture content as determined by ASTM D-1557. To prevent damage of moisture sensitive flooring, a moisture barrier should be properly installed beneath the concrete slab.

Slabs may be designed utilizing a modulus of subgrade reaction (k) of 150 pounds per cubic inch. Slabs shall be steel reinforced, and designed by a structural engineer. In addition, to minimize concrete cracking, a 4 inch layer of crusher fines or similar granular material, should be placed under the slabs. This material shall be compacted to a minimum of 95% of the maximum density determined by ASTM D-1557.

Concrete placement, curing operations, and control joint spacing should be in accordance with American Concrete Institute (ACI) guidelines. The concrete mix for exterior slabs shall be air entrained to prevent freeze-thaw damage.

7.5 RETAINING WALLS

Foundations for retaining walls shall be placed on a minimum of 2 feet of compacted structural fill or native soils, as previously indicated, and be designed for a maximum toe bearing pressure of 2,000 PSF. The retaining wall footings shall be embedded a minimum of 24 inches below lowest adjacent grade.

The following values for retaining wall design are recommended:

Active Soil Pressure.....	32 pcf
Passive Soil Pressure.....	444 pcf
At Rest Soil Pressure.....	50 pcf
Coefficient of Friction.....	0.42 (At soil-concrete interface)

The retaining wall backfill shall be placed and compacted to a minimum of 95% of ASTM D-1557 in 12 inch horizontal layers. The retaining walls shall be provided with an internal drainage system to prevent excessive hydrostatic pressures.

7.6 MOISTURE PROTECTION AND SURFACE DRAINAGE

Precautions should be taken during and after construction to minimize saturation of the foundation soils. Positive drainage should be established away from the exterior walls of structures..

1. The recommended minimum slope is 3 percent in areas landscaped with vegetation and irrigation and 1½ percent in pavement areas. The recommended slopes should extend laterally a distance of about 5 feet away from building structure.
2. Downspouts from roof drains should discharge on to an impervious surface or a minimum distance of 5 feet from the exterior building wall or fill slope. The impervious surface should start at the exterior building wall and slope away from the structure a minimum distance of 5 feet. Splash blocks may be used as the impervious surface described above. In no case should downspouts from roof drains discharge into planter areas immediately adjacent to the building, unless there is a positive drainage away from the structures and the 5-foot minimum discharge criteria are followed.

-
3. Landscape trees and plants requiring regular watering should be planted at least 5 feet away from footings. Landscaping within 5 feet of the footings should be desert landscaping such as decorative rock or plants that do not need to be watered and have a shallow root system.
 4. All utility trenches within the pad and extending 5 feet beyond the structure footings should be backfilled with structural fill consisting of on-site or similar soils. The backfill should be compacted to at least 95 percent of the maximum dry density as determined by ASTM D1557.
 5. Special care should be taken during installation of subfloor sewer and water lines to reduce the possibility of future leakage and subsoil saturation, which could result in foundation and slab settlement and/or failure.

7.7 TRENCHES AND EXCAVATIONS

Trenches greater than 4 feet in depth shall be sloped or braced in accordance to OSHA Construction and Safety Standards. The excavated material shall be placed a minimum of 2 feet from the edge of the excavation, and should not be allowed to fall into the excavations.

Temporary construction excavations less than 8 feet in depth shall be sloped no steeper than 2:1 (Horizontal to Vertical). Equipment and stockpiles shall be placed at a minimum distance of 5 feet from the edge of the excavation.

7.8 FOUNDATION REVIEW AND OBSERVATION

This report has been prepared to aid in the evaluation of this site and to assist in the design of the structure. This office should be provided the opportunity to review the final grading plans, design drawings and specifications in order to determine whether the assumptions and recommendations presented in this report are valid and have been implemented. Review of the final grading plan, design drawings and specifications should be noted in writing and become a supplement to this report.

Variations in soil conditions may be encountered during construction of this project. In order to permit correlation between the field conditions encountered in this investigation and the actual conditions encountered during construction, and to confirm recommendations presented herein, this office should be retained to perform sufficient review during construction of this project. Observation and testing should be performed during construction to confirm that suitable fill soils are placed upon competent materials and properly compacted, and that foundation elements are placed upon the recommended soils, and their required depth.

Hondo Fire Station
New Truck Bay Addition
21 Seton Village Road
Santa Fe Co., NM

Project No. 14-01305

8.0 CLOSURE

The recommendations given in this report are based on results of field and laboratory investigations, combined with interpolation of subsurface conditions between boring locations. The nature and extent of variations between the borings may not become evident until construction. If variations are then exposed, it will be necessary to re-evaluate the recommendations of this report. **This report does not address the effects of flooding, environmental issues, seismic events, and/or seasonal ground water variations.**

If changes in the nature, design, or location of the facility are planned, the recommendations contained in this report shall not be considered valid unless the changes are reviewed and the recommendations of this report modified or verified in writing.

In addition, it is assumed that continuous observation and testing, during grading operations, will be conducted by a qualified geotechnical engineer or its representative.

This report is not intended for use as a bid document. Any person using this report for bidding or construction purposes should perform such independent investigation as he deems necessary to satisfy himself as to the surface and subsurface conditions to be encountered, and the procedures to be used in the performance of work on this project. If conditions are encountered during construction that appear to be different than indicated by this report, this office should be notified.

If you have any questions or need additional information, please contact our office at your convenience.

Respectfully submitted,

Florentino Engineering, LLC.

Guillermo A. Florentino
Principal



APPENDIX A FIELD AND LABORATORY INVESTIGATIONS

FIELD INVESTIGATION

The subsurface soil conditions were explored by excavating two (2) soil borings to depths ranging from 1 to 8 feet below the surface. The approximate locations of the explorations are shown on the site plan. Continuous logs of the subsurface conditions, as encountered in the explorations were recorded at the time of exploration by our field personnel.

The subsurface conditions encountered were visually classified in accordance with ASTM D2488, which is based on the Unified Soil Classification System (UCS). Summaries of the subsurface conditions encountered are presented on the boring logs.

A representative portion of each sample was retained and carefully sealed in waterproof plastic containers for transport to the laboratory.

LABORATORY TESTING

Laboratory tests were conducted on representative soil samples for the purpose of classification, and determination of their physical properties and engineering characteristics. The tests performed consisted of the following:

- Moisture content (ASTM D-4959)
- Sieve Analysis (ASTM D-422)
- Plasticity Index (ASTM D-4318)
- Density and Moisture (ASTM D-2937)
- Swell Potential

A summary of the various laboratory tests results are presented in the Test Summary Table.

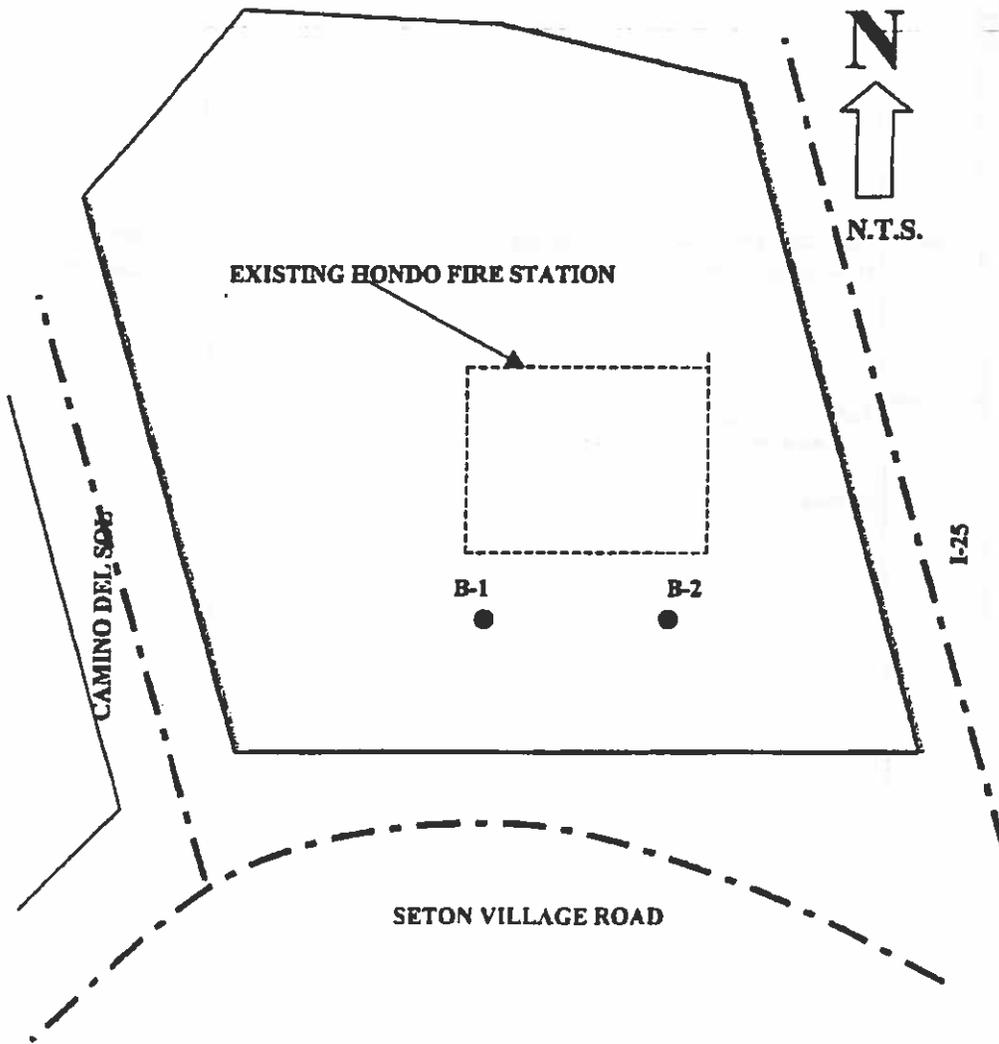
TEST SUMMARY TABLE

BORING	DEPTH (FT.)	CLASS.	LL	PI	SIEVE ANALYSIS (% PASS.)							MOIST. (%)	DRY DENSITY (PCF)	SWELL 60 PSF (%)
					#200	#100	#40	#10	#4	3/8"	1/2"			
B-1	0 - 2	SC-SM	38	4	29	34	66	90	96	98	100	12.5	112.5	2.5
B-1	2 - 8	SM	30	1	31	35	65	93	96	98	100	8.9	120.6	
B-2	0 - 1	SC-SM	35	5	32	37	68	93	97	99	100	12.8		

* 5.0% Max.

SITE PLAN

**HONDO FIRE STATION
NEW TRUCK BAY ADDITION
SANTA FE CO., NM**



● Indicates Approximate Boring Location

BORING LOG

Project No. 14-01305

Hondo Fire Station Addition

BORING NO: 1

Santa Fe Co., NM

DATE: 3/14/2014

Depth (ft)	SAMPLES		Soil Problem	USCS Symbol	MATERIAL DESCRIPTION AND COMMENTS	Remarks
	Sample Type	Soil No. / In.				
1	⊗	33		SC-SM	Light brown silty clayey sand; low plasticity, medium moist, and medium density	Moisture - 12.5% Dry Density - 112.5 PCF PI - 4
2	⊗					
3						
4						
5	⊗	54		SM	Light brown silty sand; low plasticity medium moisture, and dense	Moisture - 8.9% Dry Density - 120.8 PCF PI - 1
6	⊗					
7						
8		50/1			Boring Ends @ 8 feet	
9					Groundwater Not Encountered	
10					Bedrock	
11						
12						
13						
14						
15						

Legend:  Ring Sample  Split Spoon Sample  No Recovery  Water Table

BORING LOG

Hondo Fire Station Addition

Santa Fe Co., NM

Project No. 14-01305

BORING NO: 2

DATE: 3/14/2014

Depth (ft)	SAMPLES		Soil Position	USCS Symbol	MATERIAL DESCRIPTION AND COMMENTS	Remarks
	Sample Type	Moisture / 12 In.				
1	<input checked="" type="checkbox"/>	36		SC-SM	Light brown silty clayey sand; low plasticity, medium moist, and medium density	Moisture - 12.9% PI - 1
2		55/1			Boring Ends at 1 Foot Groundwater Not Encountered	
3					Bedrock	
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						

Legend:



Ring Sample



Split Spoon Sample



No Recovery



Water Table

PROJECT MEMORANDUM

TO: Lisa Leger Baillio, IW Incorporated Albuquerque Office
(915) 351-0848 EX: 1000

FROM: Karl Nixon, Senior Electrical Designer, Mosher Enterprises
(505) 822-5476 / FAX (505) 822-5474

DATE: December 4, 2014

PROJECT: Hondo Fire Station No. 1 Renovations

SUBJECT: Prior Approvals of Light Fixtures from IWI Lightning

Listed below are the fixtures that have been submitted for use on this project from IWI Lighting 139 Headingly NM, Albuquerque, NM 87107 Ph: (915) 351-0848.

LEGEND – ACTION CODE:

Approved = NO EXCEPTION TAKEN.

Approved with comments= MAKE CORRECTIONS NOTED (NO RESUBMITTAL REQUIRED).

Revise and Resubmit = RESUBMIT REQUIRED ITEMS ONLY.

Hondo Fire Station No.1

Fixture Type "1" – (LSI industries # LPRT24-LED-HO-NM-UE): is approved, with the following comments. Provide with mounting kits for installation into gyp ceiling.

Fixture Type "2" – (GE Lighting #EFN-A-0-5-50-T-DKBZ) is approved, with the following comments. Provide with 10kV Enhanced Surge Protection. Verify motion activation control compatibility and submit purposed control unit.

Fixture Type "3" – (LSI industries # LPRT24-LED-HO-NM-UE): This fixture is appears to be identical to the type "1" previously submitted and is approved with the same comments.

Fixture Type "4" – (LSI industry # LPT14-LED-HO-NM-UE): Revise and Resubmit. Provide surface mounted "linear" style unit for this fixture and resubmit.

Aware Wall Switch – (Aware # 63344-WIR-10DR-G-D-W): is approved.

PROJECT MEMORANDUM

TO: Lisa Leger Baillio, IW Incorporated Albuquerque Office
(915) 351-0848 EX: 1000

FROM: Karl Nixon, Senior Electrical Designer, Mosher Enterprises
(505) 822-5476 / FAX (505) 822-5474

DATE: December 4, 2014

PROJECT: Hondo Fire Station No. 1 Renovations

SUBJECT: Prior Approvals of Light Fixtures from IWI Lighting

Listed below are the fixtures that have been submitted for use on this project from IWI Lighting 139 Headingly NM, Albuquerque, NM 87107 Ph: (915) 351-0848.

LEGEND – ACTION CODE:

Approved = NO EXCEPTION TAKEN.

Approved with comments= MAKE CORRECTIONS NOTED (NO RESUBMITTAL REQUIRED).

Revise and Resubmit = RESUBMIT REQUIRED ITEMS ONLY.

Hondo Fire Station No.1

Fixture Type "4" (Resubmittal) – (LSI industry # DW-LED-HO-NW-UE): is **approved**.

PRE-BID CONFERENCE
IFB #2015-0159-PW/PL
CONSTRUCTION SERVICES FOR THE HONDO FIRE STATION NO. 1 APPARATUS ADDITION
DECEMBER 1, 2014
2:00 PM (MST)

NAME	COMPANY	TELEPHONE	E-MAIL ADDRESS
Rita Lucidiano	SFC	992-6959	Rindstaf@sanjosecounty.gov
Marcela Martinez	SFC	992-9864	memartinez@sanjosecounty.gov
Ren Sandoval	SFC	992-9863	rsandoval@sanjosecounty.gov
GURUSHAD MIRANO	LLOYD ASSOCIATES	795-6167	SHEBB LLOYD-ARCHITECTS.COM
Johnny Manzanares	New Emag. Const	505-699-0161	New Emag. Manzan At Aol. Com
Rocio E. Duran	Davis Enterprises	505-490-5654	Davis Enterprises, Inc. davis@pe.com
Michael Brecht	GMB	95-471-8162	GMB Plaster Stucco @ Aol. Com
TERRY EYRE	SW Blog & Dev	505-920-8088	terry@swblog.com
Liam Doan	Anissa Construction	505-250-5434	anissa.construction@gmail.com
ROCKY FRESQUEZ	BIG ROCK BUILDERS	(505) 753-2229	rocky.fresquez@gmail.com
Albert Sanchez	Paul M Construction	505-917-2627	albertsanchez1@hiail.com
Mitch Davenport	Davenport Construction	505-660-7105	MITCH@dcmm.com
DAVID	RUC INC	505-753-8374	ESTIMATOR@RUC.NET

Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathleen Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

December 10, 2014

SANTA FE COUNTY
IFB# 2015-0159-PW/PL
CONSTRUCTION SERVICES FOR HONDO FIRE STATION NO. 1
APPARATUS BAY ADDITION

ADDENDUM #2

Dear Bidders,

This addendum is issued to reflect the following immediately. It shall be the responsibility of interested bidders to adhere to any changes or revisions to the IFB as identified in this Addendum No. 2. This documentation shall become permanent and made part of the departmental files.

REVISED BID SHEETS

**ATTACHED ARE REVISED BID SHEETS
THAT INCLUDES TWO ADDITIVE ALTERNATES**

**PLEASE USE THESE BID SHEETS WITH YOUR BID
SUBMITTAL**

Please add this Addendum No. 2 to the original bid documents and refer to bid documents, hereto as such. This and all subsequent addenda will become part of any resulting contract documents and have effects as if original issued. All other unaffected sections will have their original interpretation and remain in full force and effect.

Bidders are reminded that any questions or need for clarification must be addressed to Pamela Lindstam, Senior Procurement Specialist at plindsta@santafecountynm.gov.

REVISED BID SHEETS

IFB# 2015-0159-PW/PL

**CONSTRUCTION SERVICES FOR THE HONDO FIRE STATION NO. 1
APPARATUS BAY ADDITION**

Please offer your best price for the work required for the construction of the Hondo Fire Station No.1 apparatus bay addition. The lump sum base bid and additive alternates must include pricing for materials, equipment, labor, travel, incidentals and fees for any required permitting. Be advised that award may be made without discussion with bidders on offers received.

<u>Item</u>	<u>Description</u>
1.	Construction Services for Hondo Fire Station No. 1 Apparatus Addition

Lump Sum Base Bid: _____

Written in Words (Base Bid): _____

<u>Additive Alternate</u>	<u>Description</u>
#A1	Additive Alternate #A1 adds three 1,500 gallon cisterns. These cisterns utilizes the same metal gutters and downspouts with "canale" style overflows that are included in the contract outside of this alternate but shortens the run of the downspouts to connect into the cisterns. The alternate also includes running an underground irrigation pipe from one of the cisterns to a new retention pond at the back of the property. This alternate would delete the concrete splash blocks that are in the contract documents.

Lump Sum Additive Alternate #1: _____

Lump Sum Written in Words (Additive #1): _____

Additive Alternate

Description

#A2

Additive Alternate #A2 is the retention pond but is a fixed price as its cost is provided in a \$3,000 allowance which was added to the contract as part of Addendum No. 1.

Lump Sum Additive Alternate #2: \$3,000.00

Lump Sum Written in Words (Additive #2): Three thousand dollars & no cents

*Note: Lump sum base bid and additive alternates are exclusive of
New Mexico Gross Receipts Tax*

EXHIBIT A
PROJECT MANUAL

EXHIBIT B

TECHNICAL SPECIFICATIONS AS LISTED IN PLAN SET

EXHIBIT C

LABOR AND MATERIAL PAYMENT BOND (SAMPLE)

KNOW ALL MEN BY THESE PRESENT, THAT WE _____
_____ as PRINCIPAL hereinafter called the "PRINCIPAL" and
_____ as SURETY hereinafter called the "SURETY", are held and
firmly bound unto Santa Fe County, a Political Subdivision of the State of New Mexico as OBLIGEE
hereinafter called the "COUNTY", for the use and benefit of any claimants as herein below defined, in
the amount of _____ (\$.) dollars for the payment whereof
~~PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors, and~~
assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has a written contract dated _____, 2015, with the
COUNTY for the construction services for the Hondo Fire Station No. 1 Apparatus Bay Addition in Santa
Fe County, New Mexico, which must be constructed in accordance with drawings and specifications
which contract is referenced and made a part hereof, and is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if PRINCIPAL shall
promptly make payment to all claimants as hereinafter defined, for all labor and material used or
reasonably required for use in the performance of the Contract, then this obligation shall be void;
otherwise, it shall remain in full force and effect, subject to the following conditions:

1. A claimant is defined as one having a direct contract with the PRINCIPAL or with a
subcontractor of the PRINCIPAL for labor, material, or both, used or reasonably required for
use in the performance of the Contract, labor and material being construed to include but not
be limited to that part of water, gas, power, light, heat, oil, gasoline, telephone services or
rental of equipment directly applicable to the Contract.
2. The above named PRINCIPAL and SURETY hereby jointly and severally agree with the
COUNTY that every claimant as herein defined, who has not been paid in full before the
expiration of a period of ninety (90) days after the date on which the last of such claimant's
work or labor was done or performed, or materials were furnished by such claimant,
prosecute a suit to final judgment for such sum or sums as may be justly due claimant, and
have execution thereof. The COUNTY shall not be liable for payment of any cost or
expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - a. Unless claimant, or other than one having a direct contract with the PRINCIPAL,
shall have written notice in the form of an sworn statement to the COUNTY and any
one or both of the following: the PRINCIPAL or SURETY above named, within
ninety (90) days after such said claim is made or suit filed, stating with substantial
accuracy the amount claimed and the name of the party to whom the materials were
furnished, or for whom the work or labor was done or performed.
 - b. Such notice shall be served by mailing the same by registered mail or certified mail,
postage prepaid, in an envelope addressed to the COUNTY, PRINCIPAL or
SURETY, at any place where an office is regularly maintained by said COUNTY.

PRINCIPAL or SURETY for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer.

- 4. Any suit under this Labor and Material Bond must be instituted in accordance with the statute of limitation under Section 37-1-3 NMSA 1978.
- 5. No right of action shall accrue on this Bond to or for the use of any person or corporation other than subcontractors or sub-subcontractors of the said Contract between PRINCIPAL and Santa Fe County named herein.

SIGNED AND SEALED THIS _____ DAY OF _____, 2015.

CONTRACTOR – PRINCIPAL (signature)

By: _____
(Printed name and title)

NOTARY PUBLIC

(seal)

My Commission expires: _____

SURETY (signature)

(Printed name and title)

NOTARY PUBLIC

(seal)

My Commission expires: _____

SURETY'S Authorized New Mexico Agent

EXHIBIT D

PERFORMANCE BOND (SAMPLE)

A. KNOW ALL MEN BY THESE PRESENT, THAT WE _____, as PRINCIPAL hereinafter called the "CONTRACTOR" and _____, as SURETY hereinafter called the "SURETY", are held and firmly bound unto OBLIGEE Santa Fe County, a Political Subdivision of the State of New Mexico, hereinafter called the "COUNTY", in the sum of _____ (\$ _____) dollars for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

B. WHEREAS, the CONTRACTOR has a written contract dated _____, 2015, with the COUNTY for the construction services for the Hondo Fire Station No. 1 apparatus bay addition in Santa Fe County, New Mexico, in accordance with drawings and specifications which contract is referenced made part hereof, and is hereinafter referred to as the "Contract."

C. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract (including any amendment thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect until the COUNTY shall by written instrument notify the SURETY that the obligation is discharged, except that the obligation shall continue for at least three (3) months following the expiration of the term of the Contract.

1. The SURETY hereby waives notice of any alteration or extension of the Contract time made by the COUNTY.
2. Whenever CONTRACTOR shall be, and is declared by the COUNTY to be in default under the Contract, the COUNTY having performed the COUNTY'S obligations thereunder, the SURETY must promptly remedy the default and shall promptly:
 - (1) Complete the Contract in accordance with its terms and conditions, or
 - (2) Obtain a bid or bids for submission to the COUNTY for completing the Contract in accordance with its terms and conditions, and upon determination by the COUNTY and SURETY of the lowest responsible bidder, arrange for a contract between such bidder and Santa Fe County, and make available as work progresses (even though there should be a default or a secession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price" as used in this paragraph, shall mean the total amount payable by the COUNTY to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by the COUNTY to CONTRACTOR.

D. No right of action shall accrue on this Performance Bond to or for the use of any person or corporation other than Santa Fe County named herein or the heirs, executors, administrators, or successors of Santa Fe County.

E. This Bond shall be enforceable without the need to have recourse to any judicial or arbitral proceedings.

SIGNED AND SEALED THIS _____ DAY OF _____, 2015.

CONTRACTOR – PRINCIPAL (signature)

By: _____
(Printed name and title)

NOTARY PUBLIC (seal)

My Commission expires: _____

SURETY (signature)

(Printed name and title)

NOTARY PUBLIC (seal)

My Commission expires: _____

SURETY'S Authorized New Mexico Agent

EXHIBIT E

ASSIGNMENT OF ANTITRUST CLAIMS

TO BE EXECUTED BY GENERAL CONTRACTORS, SUBCONTRACTORS, SUPPLIERS,
AND SUBSUBCONTRACTORS OF CONTRACTORS ON COUNTY CONTRACTS.

FIRM NAME:

PROJECT: Hondo Fire Station
No. 1 Apparatus Bay Addition

ADDRESS: _____

PHONE NO.:

PROJECT NO: 2015-0159-PW/PL

_____ agrees that any and all claims which it may have or may incur to it for overcharges resulting from antitrust violations as to goods, services, and materials purchased in connection with the above-referenced project are hereby assigned to Santa Fe County, but only to the extent that such overcharges are passed on to the County. It is agreed that the undersigned retains all rights to any such antitrust claims to the extent of any overcharges not passed on to the County, including the right to any treble damages attributable thereto.

FIRM: _____

BY: _____
Signed by Individual empowered to obligate Suppliers,
Subcontractors or Subsubcontractors

TITLE: _____

EXHIBIT F
CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT G

NOTICE OF CONTRACT AWARD

TO:

FROM: _____, Public Works Department

CONTRACT NO. 2015-0159-PW/PL

This is to inform that you that you have been awarded the Contract for: _____

Project Name: Construction Services for the Hondo Fire Station Apparatus Bay Addition

Date of Award _____ **Amount of Award** _____

Contractor Information:

Firm Name: _____ **License#** _____

Address: _____ **Phone #** _____

It is anticipated that construction will take place:

Approximate Starting Date: _____ **Approximate Completion Date:** _____

Santa Fe County hereby accepts your offer on the solicitation No. 2015-0159-PW/PL as reflected in this award document. The rights and obligations of the parties shall be subject to and governed by this document and any documents attached or incorporated by reference.

SANTA FE COUNTY

Name of Public Works Director or designee: _____
(Print Name)

Signature

EXHIBIT H

NOTICE TO PROCEED

TO: **DATE:**
PROJECT: Hondo Fire Station No. 1
Apparatus Bay Addition

ATTN: **PROJECT NO.** 2015-0159-PW/PL
CONTRACT NO. 2015-0159-PW/PL

Ladies and Gentlemen:

Enclosed is your copy of the Contract, which has been approved. Please consider this letter as official NOTICE TO PROCEED on the above-referenced project.

Your firm shall commence work within ten (10) calendar days of the above date and shall achieve Substantial Completion _____ calendar days thereafter, which shall be _____, 2015, unless modified by Change Order.

It is essential that you make reference to the above-stated project number on all documents sent to the Architect/Engineer from your office. These documents shall include correspondence, change order proposals, change orders, payment request statements, and all other project-related material which you forward to the Architect/Engineer for information and processing.

Also, before you may start any Work at the site, you must (add any other requirements):

OWNER: Santa Fe County
SFC _____ DEPARTMENT

By: _____

Director, SFC Department

EXHIBIT I

CHANGE ORDER

PROJECT:

CONTRACTOR
CHANGE ORDER NO:

ARCHITECT/ENGINEER

PROJECT NO:

Contractor Telephone:
Contractor e-mail:
ENGINEER'S/ARCHITECT'S PROJECT NO:

CHANGE ORDER JUSTIFICATION (Provide definitive reason for proposed change order.)

You are directed to make the following changes in this Contract: (Provide a detailed description of the Scope of the Work.)

NOT VALID UNTIL SIGNED BY BOTH THE COUNTY AND THE ARCHITECT/ENGINEER.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The Original Contract Sum was
Net change by previously authorized Change Orders \$0.00
The Contract Sum prior to this Change Order was he Contract Sum will be
increased/decreased/unchanged
by this Change Order in the amount of \$0.00
The new contract Sum including this Change Order will be \$0.00
The Contract Time will be increased/decreased/unchanged by ___ days.
The date of Substantial Completion as of the date of this Change Order therefore is: _____

CHANGE ORDER SIGNATURE PAGE

REVIEWED

Santa Fe County

By:

Date:

AGREED AND RECOMMENDED

CONTRACTOR

By:

Date:

Title:

ARCHITECT/ENGINEER

By:

Date:

APPROVED

SANTA FE COUNTY

By:

Date:

EXHIBIT J

CERTIFICATE OF SUBSTANTIAL COMPLETION

SANTA FE COUNTY - PUBLIC WORKS DEPARTMENT

Public Works Director or designee (name): _____

CONTRACTOR: _____

Contractor Purchase Order Number: _____

ARCHITECT/ENGINEER: _____

Project Name: _____

Contract Date: _____

Project Description - Article 2 to Agreement Between Santa Fe County and Contractor (include address and project location description):

The contractor hereby certifies the Work of this project to be in complete conformance to the Contract Documents and is substantially complete, enabling the County to make use of the Work as intended.

By its signature below the Contractor further requests Architect/Engineer and County to inspect the Work and to concur in the Work's substantial completion by their signature and/or to provide in a timely manner to Contractor a listing of work items adjudged by them as remaining to be completed or corrected. Contractor agrees to complete and correct all work items (Punch List) representative of such listing within ___ days from date of receipt from Architect/Engineer.

Contractor

Signature

Print Name

Date

Accepted by Santa Fe County

Signature (Public Works Director or Designee)	Print Name	Date

Inspected/Concurrence Architect/Engineer

Signature	Print Name	Date

PUNCH LIST

A list of items (Punch List) to be completed or corrected, verified by the Architect/Engineer and County, is appended hereto. Failure to include any incomplete items on such list does not alter the responsibility of the Contractor to provide all Work in complete conformance with the Contract Documents.

The Contractor shall complete or correct the work on the punch list appended hereto by

_____ (Date)

The punch list consists of _____ (indicate number of items) items.

The Work performed under this Contract has been reviewed and found to be substantially complete by the Director of Public Works who has hereby established the Date of Substantial Completion as _____ (date) which is also the date of commencement of all warranties and guarantees required by the Contract Documents. The Date of Substantial Completion of the Work or designated portion thereof is the date established by the Director of Public Works (or designee) when construction is sufficiently complete, in accordance with the Contract Documents, so the County may occupy the Work, or designated portion thereof, for the use for which it is intended.

The County accepts the Work or designated portion thereof as substantially complete and assumes full possession thereof, in accordance with the contract documents.

Punch List Items: (Use additional sheets if necessary)



Henry P. Roybal
Commissioner, District 1

Miguel Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: *January 13, 2015*

TO: *Board of County Commissioners*

FROM: *Bill Taylor, Purchasing Department Director*

VIA: *Katherine Miller, County Manager*
Jeff Trujillo, ASD Director
Adam Leigland, Public Works Director
Mark Hogan, Projects & Facilities Director

ITEM AND ISSUE: *BCC Meeting January 27, 2015*

REQUEST APPROVAL OF AGREEMENT NO. 2013-0014-PW/MS (NMDOT CN S100120) AMENDMENT NO. 3 WITH OCCAM CONSULTING ENGINEERS IN THE AMOUNT OF \$33,392.82 FOR A TOTAL CONTRACT AMOUNT OF \$453,158.03 EXCLUSIVE OF GRT- Bill Taylor-Purchasing

SUMMARY:

The Purchasing Division and the Public Works Department are requesting approval of the Occam Consulting Engineers Amendment No. 3 to Agreement No. 2013-0014-PW/MS in the amount of \$33,392.82 to provide additional services to the NE/SE Connector Corridor and Alignment Study for total contract amount of \$453,158.03 exclusive of GRT.

BACKGROUND:

After the Phase B public meeting held on July 30, 2014, for the NE/SE Connector Corridor and Alignment Study, several discussions with residents of the College District, neighboring areas and Santa Fe Community College (SFCC) area were held concerning the proposed road alignments for the NE/SE Connectors that would be passing through their respective properties. During these discussions, several concerns were brought forth both by the public and Santa Fe Community College that resulted in additional meetings with Occam and the Study Steering Committee (SSC) to evaluate this Study's best course of action to move forward with the Study to address these concerns and conform with the current County's Community College District Road Circulation Map and MPO's Future Regional Roadway Network Map within the College District that were not initially included in the previous study alignments. In order to effectively accomplish this,

additional alternative alignments were added to the Study as well as hosting additional public and focus group meetings to let the public know that Santa Fe County has taken a proactive approach in listening to their concerns and obtaining feedback on the newly added alignments. These added tasks and alignments, will result in Occam and their environmental sub consultant, Marron and Associates to provide additional services to the Phase B segment of the Study that includes:

- Reallocation of Phase B tasks to address public concerns, attend public meetings, provide new maps, tables, ect., for these meetings
- Reevaluate and provide, drainage profiles, cross sections and preliminary cost estimates for the proposed alignments to added alignments
- Coordinate meetings to reevaluate the added alignments with the Selection Committee members
- Coordinate a second public meeting
- Revise the Occam's segment of the Phase A/B report
- Revise environmental segment of the Phase B report that will include additional environmental analysis and update information to reflect the changes added by the newly included alignments that also includes incorporating the Camino Real Historic Trail.

DISCUSSION:

These additional tasks are required and in compliance with the mandated NMDOT Location Study procedures as well as addressing community concerns. The re-establishing of the study to address the public and SFCC concerns, update reports and complete the amendment approval process will add an additional 6 months to the Corridor and Alignment Study schedule (5 months for the study delay and 1 month for NMDOT and the County's amendment approval process).

ACTION REQUESTED:

The Purchasing Division and the Public Works Department are requesting approval of Amendment No. 3 to Agreement No. 2013-0014-PW/MS with Occam Consulting Engineers in the amount of \$33,392.82 for a total contract amount of \$453,158.03 exclusive of GRT to provide additional services to the NE/SE Connector Corridor and Alignment Study.

This is EXHIBIT K, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated January 12, 2013.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 3**

1. *Background Data:*

Effective Date of Owner-Engineer Agreement: January 12, 2013

b. Owner: Santa Fe County, 102 Grant Avenue, Santa Fe, NM

c. Engineer: Occam Consulting Engineers, Inc., 994 Old Pecos Trail, Santa Fe, NM

d. Project: Northeast and Southeast Connector Alignment and Corridor Study

2. *Description of Amendment:*

WHEREAS, Agreement No. 2013-0044-PW/MS dated January 12, 2013 provides for the Engineer's completion of Basic Services and Study Report Phase Services for the Northeast and Southeast Connector Alignment and Corridor Study;

WHEREAS, the Agreement sum for Agreement No. 2013-0014-PW/MS is \$388,214.91;

WHEREAS, by Amendment No. 1, Exhibit A to the Agreement was amended to correct the Contractor's time for performance from 12 to 18 months;

WHEREAS, by Amendment No. 2, the Agreement was amended to provide for additional environmental surveying by the Contractor, additional time (seven months) to complete the survey services, and increase the contract sum by \$31,550.30 for such services; and

WHEREAS, the parties wish to amend the Agreement by this Amendment No. 3 to provide for the Contractor's provision of additional services in the Phase B segment of the NE/SE Connector Corridor and Alignment Study as more specifically described in Attachment A attached and incorporated by reference hereto, and add an additional six (6) months to the Corridor and Alignment Study schedule.

NOW, THEREFORE, CONTRACT NO. 2013-0014-PW/MS IS AMENDED AS FOLLOWS:

a. Agreement No. 2013-0014-PW/MS, EXHIBIT A, PART 1, BASIC SERVICES , subparagraph A.1.01(G)(1) is amended by incorporating the provisions of Attachment A into **Phase I-B: Detailed Evaluation of Alternatives**, as subpart " i)".

b. Agreement No. 2013-0014-PW/MS, EXHIBIT A, PART 1, BASIC SERVICES , subparagraph A.3.01 is amended by deleting the reference to "25" and replace it with "31".

Agreement Summary (Reference only)

a. Original Agreement amount:	<u>\$388,214.91</u>
b. Net change for prior amendments:	<u>\$ 31,550.30</u>
c. This amendment amount:	<u>\$ 33,392.82</u>
d. Agreement amount:	<u>\$453,158.03, exclusive of NM GRT</u>

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by Amendment No. 1, 2 and this Amendment No. 3 shall remain in effect. The Effective Date of this Amendment is the date of signature by the Owner.

OWNER:

ENGINEER:

Occam Consulting Engineers, Inc.

By: Robert A. Anaya, Chair

By: _____

Title: Board of County Commissioners

Title: _____

Date
Signed: _____

Date
Signed: _____

ATTESTATION:

Date _____
Geraldine Salazar
Santa Fe County Clerk

Approved as to form

Gregory S. Shaffer Date 1-13-15
Gregory S. Shaffer
County Attorney

Finance Department

Teresa C. Martinez
Director

Date _____

Attachment A

After the Phase B public meeting held on July 30, 2014, for the NE/SE Connector Corridor and Alignment Study (the "Study"), several discussions with residents of the College District, neighboring areas and Santa Fe Community College area were held concerning the proposed road alignments for the NE/SE Connectors that will be passing through their respective properties. During these discussions, several concerns were brought forth by the public and Santa Fe Community College that resulted in additional meeting with Occam and the Study Steering Committee to evaluate this Study's best course of action to move forward with the Study to address these concerns and conform with the current County's Community College District Road Circulation Map and MPO's Future Regional Roadway Network Map within the College District that were not initially included in the previous study alignments. In order to effectively accomplish this, additional alternative alignments were added to the Study as well as hosting additional public and focus group meetings to inform the public and show that Santa Fe County has taken a proactive approach in listening to concerns and obtaining feedback on the new added proposed alignments. These added tasks and alignments will result in the Engineer and its environmental sub-consultant to provide additional services to the Phase B segment of the Study that includes:

- a. Reallocation of Phase B tasks to address public concerns, attend public meetings provide new maps tables, etc. for these meetings;
- b. Reevaluation and provide drainage profiles, cross sections and preliminary cost estimates for the proposed additional alignments;
- c. Coordinate meetings to evaluate the additional alignments with the Selection Committee members;
- d. Coordinate a second public meeting;
- e. Revise the Engineer's segment of the Phase A/B report;
- f. Revise the environmental segment of the Phase B report that will include additional environmental analysis and updated information to reflect the changes added by the additional alignments that also includes incorporating the Camino Real Historic Trail.



December 10, 2014

Carlos "Chuck" Vigil
Project Manager
Santa Fe County
901 West Alameda
Santa Fe, NM 87501-0276

**RE: NE/SE CONNECTOR ALIGNMENT AND CORRIDOR STUDY
NMDOT CN S100120, RFP# 2013-0014-PW/MS
AMENDMENT No. 3**

Dear Chuck:

As a result of the NE/SE Connectors Alignment and Corridor Study second Public Information Meeting held on July 30th, 2014, a substantial amount of comments were received from the Santa Fe Community College and public at large. Since this meeting, Santa Fe County as well as the Study's Steering Committee, have taken time to review concerns and have also conducted several internal meetings to determine the best method is which to address these concerns and move forward with the Corridor and Alignment Study.

To address the Santa Fe Community Collage (SFCC) objection to a SE Connector Alternative that would bisect their property, particularly the Rope Course on the east side of the SFCC main campus, Santa Fe County sustained a number of meeting and negotiations with SFCC to present different potential SE Connector configurations to minimize the SFCC Rope Course surface impact. Also, to satisfy Santa Fe County Planning Division, the Study Steering Committee decided to incorporate a SE Alternative Alignment conforming to the Santa Fe Community College District Circulation Map and MPO Future Regional Roadway Network Map within the Santa Fe Community College District.

Santa Fe County has decided to meet with several "Focus Groups" to proactively address public concerns regarding the SE Connector Alternatives to be moved to Phase B of the location study in which Occam Consulting Engineers will need to obtain additional information and prepare new exhibits for the additional alignments and revised initial alignment exhibits to present at these meetings.

The above additional considerations have resulted in a significant study delay of approximately 6 months which is reflected in the attached revised work schedule for your



December 10, 2014

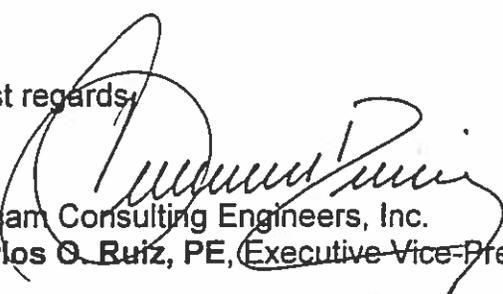
consideration and approval. Please note that an additional month was included in this request to allow for the NMDOT and Santa Fe County Amendment # 3 approval process.

Also, for your consideration and approval is Amendment # 3 Cost Proposal (Attached) for work to be performed to adequately address the additional tasks described above and to complete Phase A/B.

In conclusion, Amendment No. 3 is respectfully requesting a total of 6 months time extension and **\$33,392.82**, not including New Mexico Gross Receipt Taxes, for additional work for Occam Consulting Engineers (\$30,275.00) and Marron and Associates (\$3,117.82). Based on the previous time completion reflected in the Notice to Proceed and Amendment No.1, this additional time requested extends the completion date to **September 30th, 2015**. Occam has carefully reviewed Marron and Associates detailed cost proposal for the additional tasks and finds these costs to be in line with the required scope of work, their proposed pricing and concurs with their request.

Thank you very much in advance for your consideration to this matter and please, contact me if you have any questions or require any clarifications.

Best regards,



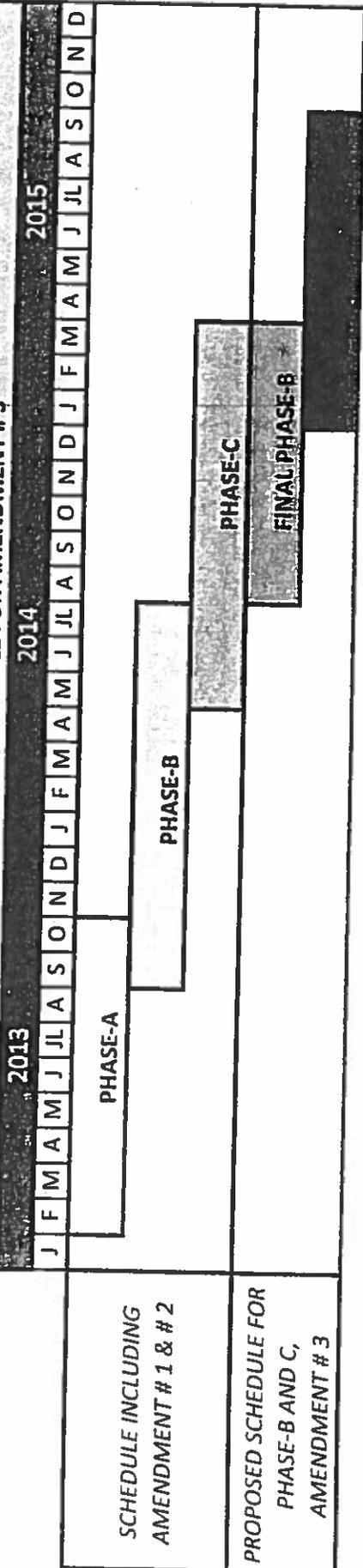
Occam Consulting Engineers, Inc.
Carlos O. Ruiz, PE, Executive Vice-President

cc: Marron and Associates
cc: Occam, Santa Fe Office File

Attachments: Revised Work Schedule
Marron and Associates Cost Proposal Information
Amendment No.3 Cost Proposal



**NE/SE CONNECTOR ALIGNMENT & CORRIDOR STUDY
PROPOSED SCHEDULE FOR AMENDMENT # 3**





NE/SE CONNECTORS ALIGNMENT AND CORRIDOR STUDY - AMENDMENT # 3 COST PROPOSAL

	Activity	Hrs.	\$/Hr.*	Loaded Cost
ADDITIONAL WORK NECESSARY TO COMPLETE PHASE B				
1	Collecting/Classifying written and verbal comments during Public Information Meeting (PIM) Phase B.	12	125.00	1,500.00
2	Providing Santa Fe County (SFC) with most relevant concerns from stakeholders in last PIM	4	125.00	500.00
3	Preliminary development additional SE Alternatives for further scoring & ranking consideration	40	125.00	5,000.00
4	Rescoring and ranking all SE Connector Alternatives, including two more developed as a result of public impute	8	125.00	1,000.00
5	Steering Committee Rescoring only "Neighborhood Impacts" for all SE Alternatives	6	125.00	750.00
6	Develop SE Connector's Alternatives: SE SFCCD and SE East, drainage, profiles, cross sections, preliminary cost estimate	40	125.00	5,000.00
7	Preparing for 3rd Public Information Meeting (PIM) to present 2 new SE Alternatives.	10	125.00	1,250.00
8	Conduct 3rd PIM.	6	125.00	750.00
9	Direct Expense Newspaper and SFCC meeting room rent.			650.00
10	Collecting/Classifying written and verbal comments during 3rd. Phase B PIM.	12	125.00	1,500.00
11	Rewrite Phase A/B Report to reflect all improvements to the Location Study Process, including new graphics, maps, tables, etc.	60	125.00	7,500.00
12	Coordination with sub-consultants for additional work.	12	125.00	1,500.00
13	Time allocated for further meetings and communication with funding agency, SFC, and the public at large	27	125.00	3,375.00
	Coordination with sub-consultants for additional work related .			
	SUB-CONSULTANTS		Sub-Total	30,275.00
14	Marron & Associates - Direct Expense			3,117.82
			Sub-Total	3,117.82
15	City of Santa Fe Gross Receipt Tax Rate		Sub-Total	33,392.82
			0.081875	2,734.04
			TOTAL	36,126.86
*	<i>Average Cost/Hour for different employees classification multiplied by the Approved Effective Multiplier (2.61)</i>			



7511 Fourth Street NW
Albuquerque, NM 87107
tel 505.898.8848
fax 505.897.7847
www.marroninc.com

Your Vision. Our Expertise. Exceptional Results.

December 8, 2014

Mr. Carlos Ruiz, P.E.
Occam Consulting Engineers, Inc.
cruiz@occam.pro

Re: Santa Fe County Southeast (SE) Connector Alignment and Corridor Study Project
Two New Alignment Options
Amendment #3 Revised #2 (Phase B Only)

Dear Mr. Ruiz:

Thank you for providing the opportunity for Marron and Associates (Marron) to continue to work with you on the Santa Fe County SE Connector Project located in Santa Fe, Santa Fe County, New Mexico. Based on the December 4, 2014 meeting with the County of Santa Fe (County), Marron is revising this amendment request to provide costs for conducting environmental investigations along two alternatives for the SE Connector Alignment. The two alignments are the SE-E (SE East Alternative) and SE-SFCCD (SE Santa Fe Community College District Alternative). It is our understanding that Marron is to include the College Drive and Avenida Del Sur connections to each of the two alignments. At this time, hours are only included for Phase B.

The SE-E Alternative is approximately 2.55-miles long and the SE-SFCCD Alignment is approximately 2.58-miles long. Please reference the maps attached to this proposal showing these alternatives. Additionally, the survey width and the width to be considered for the Phase B Report, is to be 200 feet (100 feet on each side of center line). The surveys exclude previously surveyed areas from the SE-Middle (SE-M) and SE-Middle Straight (SE-MS) alignments.

SCOPE OF SERVICES — PHASE B

Phase B Report

Marron has included hours to provide information regarding the SE-SFCCD alignment and to update information related to all remaining alignments to Occam for inclusion in their revised Phase B Report.

Public Involvement and Study Team Meetings

Marron has included hours to attend one additional public meeting in Phase B. However, Marron will not be responsible for any public involvement activities, including, but not limited to the public involvement/context sensitive design plan and any revisions/updates, preparation of presentations or notices for meetings, securing venues, mailouts, handouts, comment sheets, advertisements, addressing comments, or preparing a meeting summary. Additionally, Marron has included hours to attend up to three project-related meetings if needed (based on two hours per meeting).

COST

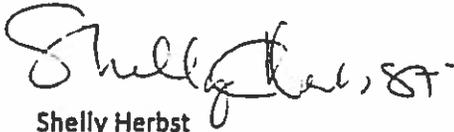
Tasks are detailed below and are exclusive of applicable gross receipts tax.

Phase B

Update Phase B Report	\$2,180.92
Attend Project Meetings (three at two hours each)	\$ 501.30
Attend One Public Meeting	\$ 435.60
Total Phase B	\$3,117.82

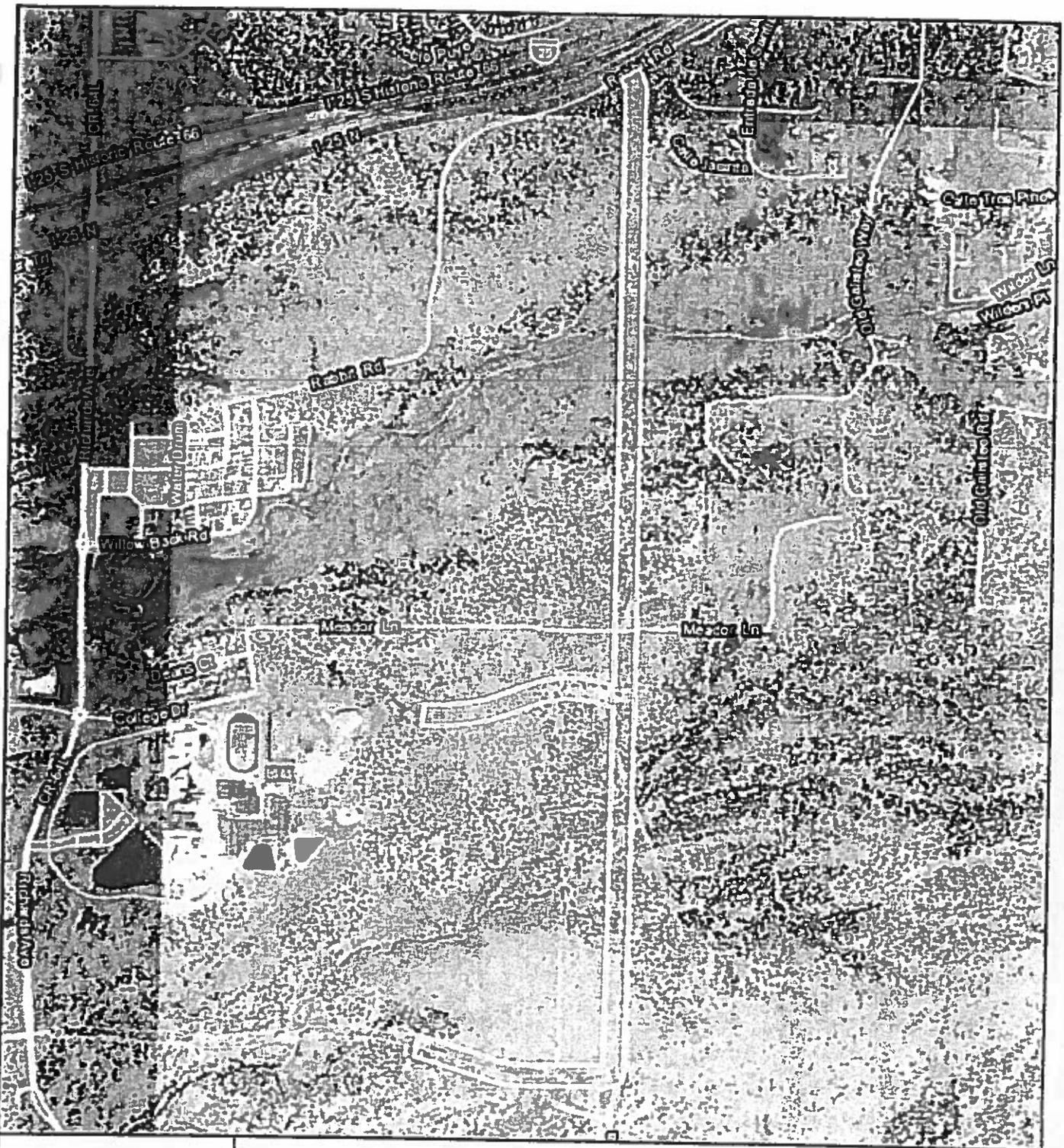
Should you have any questions or need further information, please do not hesitate to contact me at (505) 898-8848. Thank you.

Sincerely,



Shelly Herbst
Marron and Associates

Attached: Project Maps



SE Connector East Seton Village, NM (Revised 1993)
and Santa Fe, NM (Revised 1993)
USGS 7.5' Quadrangles

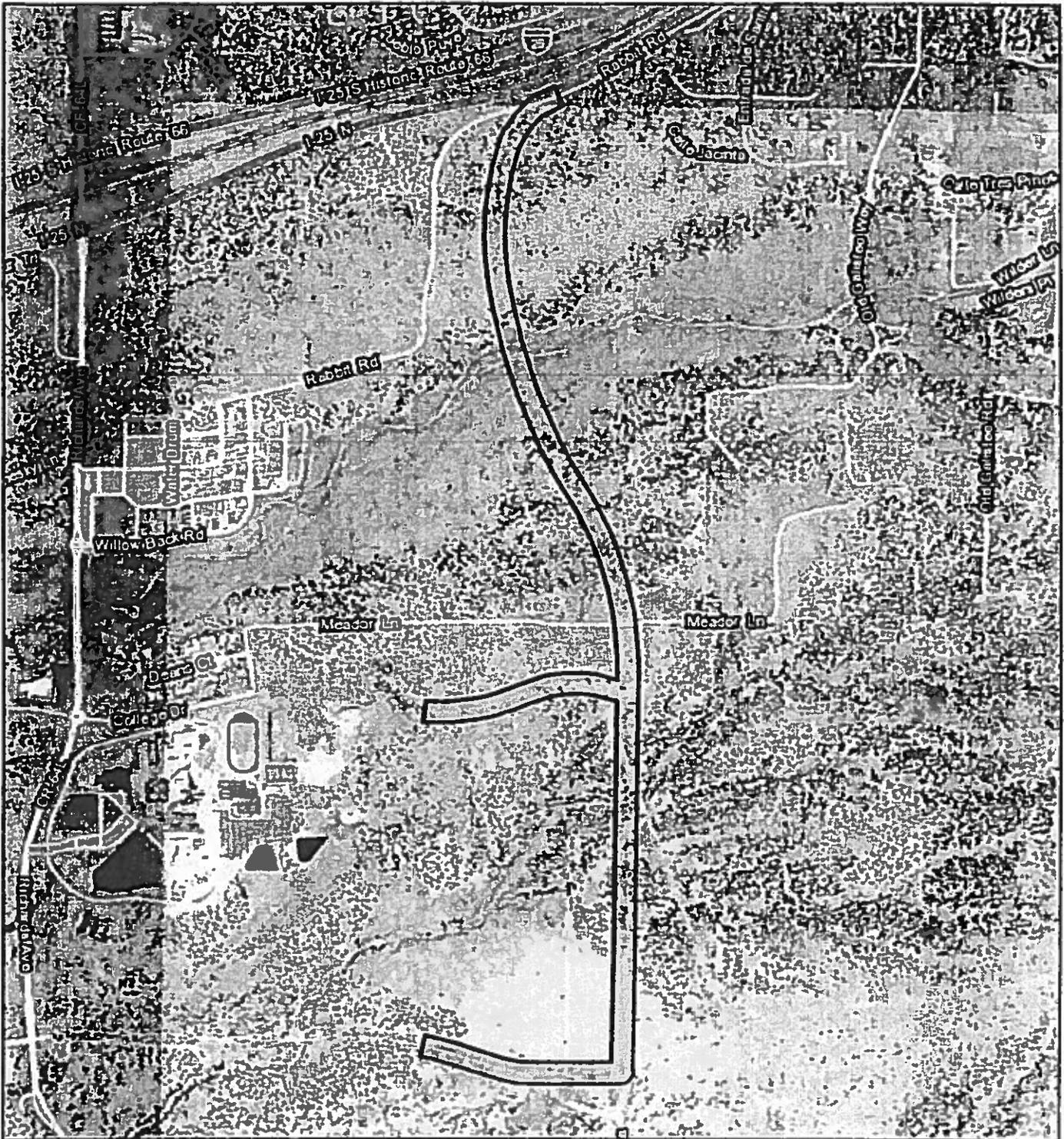
T 16N, R 9E; Sec. 16, 21
Private Lands
Santa Fe County, New Mexico

0 300 600 1,200 Meters

0 1,200 2,400 4,800 Feet

N
1:15,000

SE Connector, Santa Fe County, New Mexico



SE Connector SFCCD
Location Map

 SE Connector
SFCCD

Seton Village, NM (Revised 1993)
and Santa Fe, NM (Revised 1993)
USGS 7.5' Quadrangles

T 16N, R 9E; Sec. 16, 21
Private Lands
Santa Fe County, New Mexico



1:16,000

SE Connector, Santa Fe County, New Mexico

This is **EXHIBIT K**, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated January 12, 2013.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 2**

1. *Background Data:*

Effective Date of Owner-Engineer Agreement: January 12, 2013

- b. Owner: Santa Fe County, 102 Grant Avenue, Santa Fe, NM
- c. Engineer: Occam Consulting Engineers, Inc., 994 Old Pecos Trail, Santa Fe, NM
- d. Project: Northeast and Southeast Connector Alignment and Corridor Study

2. *Description of Amendment:*

WHEREAS, Agreement No. 2013-0044-PW/MS dated January 12, 2013 provides for the Engineer's completion of Basic Services and Study Report Phase Services for the Northeast and Southeast Connector Alignment and Corridor Study;

WHEREAS, the Agreement sum for Agreement No. 2013-0014-PW/MS is \$388,214.91;

WHEREAS, by Amendment No. 1, Exhibit A to the Agreement was amended to correct the Contractor's time for performance from 12 to 18 months;

WHEREAS, this Alignment Study is in Phase B and the parties have determined that additional environmental surveying by the Contractor is needed due to the increased size of the ROW of the proposed alignments and the Contractor will also need additional time to complete the survey services;

WHEREAS, the parties wish to amend Agreement No. 2013-0014-PW/MS to provide for a \$31,550.30 increase in the contract sum for the additional surveying services, and to provide for additional time (seven months) for the Contractor to perform such services.

NOW, THEREFORE, CONTRACT NO. 2013-0014-PW/MS IS AMENDED AS FOLLOWS:

- a. Agreement No. 2013-0014-PW/MS, EXHIBIT A, PART 1, BASIC SERVICES , subparagraph A.3.01 is amended by deleting the reference to "18" and replace it with "25".

Agreement Summary (Reference only)

a. Original Agreement amount:	<u>\$388,214.91</u>
b. Net change for prior amendments:	<u>\$ 0.00</u>
c. This amendment amount:	<u>\$ 31,550.30</u>
d. Agreement amount:	<u>\$419,765.21, exclusive of NM GRT</u>

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by Amendment No. 1 and this Amendment No. 2 shall remain in effect. The Effective Date of this Amendment is the date of signature by the Owner.

OWNER:

ENGINEER:

Katherine Miller

Occam Consulting Engineers, Inc.

By: Katherine Miller

By: *Carlos Ruiz*

Title: County Manager

Title: *Executive Vice-President*

Date Signed: 6-10-14

Date Signed: 6/3/2014

Approved as to form

Greg Shaffer Date 6/2/14
Greg Shaffer
County Attorney

Finance Department

Teresa C. Martinez Date 6/3/14
Teresa C. Martinez
Director

This is **EXHIBIT K**, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated January 12, 2013.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1**

1. *Background Data:*

Effective Date of Owner-Engineer Agreement: January 12, 2013

- b. Owner: Santa Fe County, 102 Grant Avenue, Santa Fe, NM
- c. Engineer: Occam Consulting Engineers, Inc., 994 Old Pecos Trail, Santa Fe, NM
- d. Project: Northeast and Southeast Connector Alignment and Corridor Study

2. *Description of Amendment:*

WHEREAS, Agreement No. 2013-0144-PW/MS dated January 12, 2013 provides for the Engineer's completion of Basic Services and Study Report Phase Services for the Northeast and Southeast Connector Alignment and Corridor Study;

WHEREAS, the Agreement sum for Agreement No. 2013-0144-PW/MS is \$388,214.91;

WHEREAS, paragraph A.3.01 of Exhibit A to Agreement No. 2013-0144-PW/MS indicates the time period for performance of Engineer's services as twelve (12) months;

WHEREAS, the time period for performance of services stated by the Engineer in its proposal was a period of eighteen (18) months;

WHEREAS, the Notice to Proceed (NTP) issued by the Owner indicates a time period for performance of eighteen(18) months;

WHEREAS, the discrepancy in the time period in which the Engineer is required to perform and complete its services needs to be resolved by amending Agreement No. 2013-0144-PW/MS to reflect a time period of eighteen (18) months;

WHEREAS, this amendment does not modify or amend the Agreement sum.

NOW, THEREFORE, CONTRACT NO. 2013-0144-PW/MS IS AMENDED AS FOLLOWS:

a. Agreement No. 2013-0144-PW/MS, EXHIBIT A, PART 1, BASIC SERVICES, subparagraph A.3.01 is amended by deleting the reference to "12" and replace it with "18".

Agreement Summary (Reference only)

a. Original Agreement amount:	<u>\$388,214.91</u>
b. Net change for prior amendments:	<u>\$ 0.00</u>
c. This amendment amount:	<u>\$ 0.00</u>
d. Agreement amount:	<u>\$388,214.91</u>

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this Amendment remain in effect. The Effective Date of this Amendment is the date of signature by the Owner.

OWNER:

Katherine Miller

By: Katherine Miller

Title: County Manager

Date Signed: 1-21-14

ENGINEER:

Occam Consulting Engineers, Inc. Carlos O. Ruiz

By: Carlos O. Ruiz

Title: Executive Vice-President

Date Signed: 1-22-2014

Approved as to form

Stephen C. Ross Date 1/15/14
Stephen C. Ross
County Attorney

Finance Department

Teresa C. Martinez Date 1/17/14
Teresa C. Martinez
Director

STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
AS MODIFIED BY SANTA FE COUNTY AND
INDICATED BY ~~STRIKEOUT~~ AND UNDERLINED TEXT
FOR
STUDY AND REPORT PHASE
PROFESSIONAL SERVICES

This is an Agreement effective as of February 12, 2013 ("Effective Date")
between Santa Fe County, a political subdivision of the State of New Mexico ("Owner") and
Occam Consulting Engineers, Inc., 994 Old Pecos Trail, Santa Fe, NM 87505 ("Engineer").

Owner retains Engineer to perform professional services in connection with
the completion of a study and report containing proposal(s) for two proposed corridors in Santa Fe
County - The Northeast and Southeast Connector Alignment and Corridor Study.
("Project Assignment").

Owner and Engineer agree as follows:

ARTICLE 1 – ENGINEER'S SERVICES

1.01 *Scope*

- A. Engineer shall provide the Study and Report services set forth in Exhibit A.
- B. Upon the Owner's issuance of a Notice to Proceed, ~~this Agreement becoming effective~~,
Engineer is authorized to begin services as set forth in Exhibit A.
- C. If authorized in writing by Owner, and agreed to by Engineer, ~~then~~ Engineer shall perform
services beyond the initial scope of this Agreement for additional compensation and an
equitable adjustment of the time in which to provide services.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit A.

ARTICLE 3 – TIMES FOR RENDERING SERVICES

- A. Engineer's services shall be performed within the time period or by the date stated in Exhibit
A. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly
and continuous progress of Engineer's services is impaired, or Engineer's services are

delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

ARTICLE 4 – PAYMENTS TO ENGINEER

4.01 *Methods of Payment for Services of Engineer*

A. Owner shall pay Engineer for services rendered under this Agreement as follows:

Lump Sum

1. A Lump Sum amount of Three Hundred Eighty Eight Thousand Two Hundred Fourteen dollars and Ninety One cents (\$388,214.91), exclusive of NM GRT.
2. Appropriate amounts are incorporated in the Lump Sum to account for labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges, if any.
3. The portion of the Lump Sum amount billed monthly for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

{OR}

~~Standard Hourly Rates~~

- ~~1. An amount equal to the cumulative hours charged to the Assignment by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Assignment, plus Reimbursable Expenses, estimated to be \$ _____, and Engineer's Consultants' charges, if any, estimated to be \$ _____. The total compensation under Paragraph 4.01.A.1 is estimated to be \$ _____.~~
- ~~2. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rate Schedule are attached to this Agreement as Exhibits C and D, respectively. Engineer's Consultants' charges and specified Reimbursable Expenses shall be subject to an administrative factor, if so noted in Exhibit C, and the total shall be payable by Owner.~~
- ~~3. The amounts billed monthly for Engineer's services will be based on the cumulative hours charged to the Assignment during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges, if any, incurred during the billing period.~~

{OR}

~~Direct Labor Costs Times a Factor~~

- ~~1. An amount equal to Engineer's Direct Labor Costs times a factor of _____ for the services of Engineer's employees engaged on the Assignment, plus Reimbursable Expenses, estimated to be \$ _____, and Engineer's Consultants' charges, if any, estimated to be \$ _____. The total compensation under Paragraph 4.01.A.1 is estimated to be \$ _____.~~
- ~~2. Engineer's Reimbursable Expenses Schedule is attached to this Agreement as Exhibit C. Engineer's Consultants' charges and specified Reimbursable Expenses shall be subject to an administrative factor, if so noted in Exhibit C, and the total shall be payable by Owner.~~
- ~~3. The amounts billed monthly for Engineer's services will be based on the applicable Direct Labor Costs charged to the Assignment by Engineer's employees during the billing period multiplied by the above-designated Factor, plus Reimbursable Expenses and Engineer's Consultants' charges, if any, incurred during the billing period.~~
- ~~4. Direct Labor Costs means salaries and wages paid to employees but does not include payroll related costs or benefits.~~
- ~~5. The Direct Labor Costs factor includes the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto; the cost of general and administrative overhead, which includes salaries and wages of principals and employees engaged in business operations not directly chargeable to projects, plus indirect operating costs, including but not limited to, business taxes, legal expense, rent, utilities, office supplies, insurance, and other operating costs; plus operating margin or profit.~~

~~{End of Compensation Options}~~

ARTICLE 5 – GENERAL CONSIDERATIONS

5.01 Standard of Care

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

5.02 Insurance

- A. Engineer will maintain insurance coverage for Workers' Compensation, General Liability, Professional Liability, and Automobile Liability and will provide certificates of insurance to Owner upon request. See B.5.26 of Exhibit B.

5.03 *Indemnification and Allocation of Risk*

- A. *Indemnification by Engineer.* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, Owner's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project Assignment, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees, or Consultants. The indemnification provision of the preceding sentence is subject to the limitation provisions agreed to by Owner and Engineer in this Article 5, if any.
- B. *Indemnification by Owner. Intentionally omitted.* ~~To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Assignment, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, partners, agents, consultants, or employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Assignment.~~
- C. ~~*Environmental Indemnification.* In addition to the indemnity provided under Paragraph 5.03.B of this Agreement, and to the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other disputes resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern (as more fully defined in EJCDC Document No. E-500) at, on, or under any site owned or controlled by Owner, or any property under study, provided that (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.~~
- D. ~~*Percentage Share of Negligence.* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.~~

- E. ~~Mutual Waiver.~~ To the fullest extent permitted by law, ~~Owner and Engineer waives against Owner, Owner's each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project Assignment.~~

5.04 ~~Limit of Liability~~ Intentionally omitted.

- A. ~~To the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Consultants, or any of them, to Owner and anyone claiming by, through, or under Owner, for any and all injuries, losses, damages and expenses whatsoever arising out of, resulting from, or in any way related to the Assignment or this Agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability, or breach of contract or warranty, express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, or Consultants, or any of them, shall not exceed the total amount of \$_____.~~

5.05 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner each shall designate a specific individual as a representative with respect to the services to be performed or furnished by Engineer and the responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of each respective party.

ARTICLE 6 – CONTENT OF AGREEMENT

6.01 *Exhibits*

The following Exhibits are incorporated herein by reference:

- A. Exhibit A, "Further Description of Services, Responsibilities, Time, and Related Matters." consisting of _____ pages.
- B. Exhibit B, "Standard Terms and Conditions," consisting of _____ pages.
{Note to User: Include one or both of the following if applicable.}
- C. Exhibit C, "Reimbursable Expenses Schedule," consisting of _____ pages.
- D. Exhibit D, "Standard Hourly Rates Schedule," consisting of _____ pages.

6.02 *Total Agreement*

- A. This Agreement together with the Exhibits identified in Paragraph 6.01 constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: Santa Fe County
Kathleen S. Holian

ENGINEER: Occam Consulting Engineers, Inc.
Carlos O. Ruiz

By: Kathleen S. Holian

By: Carlos O. Ruiz

Title: Chair or the Santa Fe Board of County Commissioners

Title: Vice President

Date Signed: 2/12/2013

Date Signed: 1/18/2013

ATTEST: Geraldine Salazar Date 2/12/13
Geraldine Salazar, County Clerk

Engineer License or Firm's Certificate No.: #11750

State of: New Mexico

Address for giving notices:
102 Grant Avenue
Santa Fe, NM 87504-0276

Address for giving notices:
Carlos O. Ruiz P.O.C.
994 Old Pecos Trail
Santa Fe, NM 87505

Approved as to form:
Stephen C. Ross 1-11-13
Stephen C. Ross, Santa Fe County Attorney

Designated Representative (Paragraph 5.05):

Department of Finance
Teresa C. Martinez
Teresa C. Martinez, Director

Designated Representative (Paragraph 5.05):

Name: _____

Name: _____

Title: _____

Title: _____

SUGGESTED FORMAT
(for use with E-525, 2004 Edition)

This is **EXHIBIT A**, consisting of _____ pages, referred to in and part of the Agreement between Owner and Engineer for Study and Report Phase Professional Services, dated _____.

Further Description of Services, Responsibilities, Time, and Related Matters

Specific articles of the Agreement are amended and supplemented to include the following agreement of the parties:

A.1.01 *Engineer's Services*

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project Assignment and available data.
2. Advise Owner as to the necessity of Owner providing data or services which are not part of Engineer's services, and assist Owner in obtaining such data and services.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction relevant to the Project Assignment.
4. Identify and evaluate at least two (2) alternate solutions available to Owner and, after consultation with Owner, recommend to Owner those solutions which, in Engineer's judgment, meet Owner's requirements.
5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs set forth in Paragraph B.5.12.D.
6. Perform or provide the following additional tasks or deliverables: _____

A. GENERAL INFORMATION AND BACKGROUND

Two previous studies conducted by the New Mexico Department of Transportation (I-25 Corridor Study) and Santa Fe County (Future Transportation Network Study of the Santa Fe Community College Region) examined the County's existing road network capacity and projected future growth within the Community College District and projected traffic conditions

in the County's urbanizing area. The study concluded that over the next ten years there will be a need to remediate congestion on NM 14 and Richards Avenue, provide improved public safety access to Eldorado and the Community College District, and reduce the heavy dependence on Richards Avenue and I-25 by providing multiple, alternative, and more direct links between City and Community College District destinations.

Based on these findings one of the priority projects recommended in the County's Sustainable Growth Management Plan is the construction of a proposed southeast connector road between Rabbit Road and East Chili Line Road in the Rancho Viejo Subdivision with the planned future construction of an east access road to the Santa Fe Community College from the proposed southeast connector.

This project would accommodate travel demand and improve the performance of the region-wide road network and substantially increase the carrying capacity for the priority growth areas within the Community College District road network by dispersing and thinning out traffic across the network's arterial and collector roadways, and reduce the travel times to and from the Community College District.

The primary purpose of this project study is to provide recommendations for construction of new facilities including:

- Need for drainage crossings,
- Need for modal improvements,
- Vertical and horizontal alignments,
- Preliminary right-of-way recommendations,
- Environmental documentation in accordance with the National Environmental Policy Act (NEPA) and potential mitigation of impacts, and
- Multi-modal system recommendations.

B. EXISTING AND PRESENT CONDITIONS

The existing corridor is an undeveloped area surrounded by numerous subdivisions and community facilities such as the Santa Fe Community College, Institute of American Indian Art Campus, Santa Fe Public Schools, churches and commercial businesses. This project would accommodate travel demands and improve the performance of the region-wide road network and substantially increase the carrying capacity for the priority growth areas within the Community College District road network by dispersing and thinning out traffic which burdens Richards Avenue.

C. STANDARDS APPLICABLE TO THE SCOPE OF WORK

All work accomplished under this contract shall be in accordance with the AASHTO "A Policy on the Geometric Design of Highway and Streets, 2011", FHWA Policy, the most recent New Mexico Department of Transportation Survey ("NMDOT") Handbook and other NMDOT manuals, standards, guidelines, standard specifications and standard procedures. This work involves the development and preparation of a Project Study Report. The Project study shall be conducted in

accordance with the latest edition of the NMDOT Location Study Procedures, A Guidebook for Alignment and Corridor Studies.

The work performed by the Engineer shall incorporate imperial units in accordance with the Guidelines for Geometric & Roadway Design and Surveying.

Receipt of any work or services submitted by the Engineer to the County or contract termination does not constitute County approval and will not relieve the Engineer of the responsibility for subsequent corrections of any errors and omissions and the clarification of any ambiguities. The Engineer shall make all necessary revisions or corrections resulting from errors and/or omissions on the part of the Engineer without additional compensation.

Santa Fe County may provide review of the Engineer's work for conformity with County procedures and contract terms only. Review by Santa Fe County does not include detailed review or checking of design components and related details or the accuracy with which such is depicted.

Although effort has been made to fully describe the Scope of Work it is anticipated that changes may be required during the course of the Project to accommodate input from the public, other agencies within the County and outside of the County. Changes to the Scope of Work that may be required to provide a complete project shall be negotiated and authorized by an amendment to the Agreement as they are identified.

All project reports, such as the Alignment Study Report, which will be used as references during the development of the Project shall be bound and labeled on the spine of the report as well as on the cover. Each report shall be bound with project identification, including control number and route location, clearly printed on the spine of the report. This is intended to ease the retrieval of information. The Roads Project Manager should be consulted before reports are bound.

D. Public Involvement

The Public Involvement Plan ("PIP") must be submitted to the Santa Fe County Roads Project Manager prior to the first public information meeting. The PIP is expected to be an evolving document and process, specific to the project phases (Phase I-A, I-B and I-C). The PIP should contain specific consideration of the potential project issues, initial identification of the various "stakeholders" and their issues of concern, techniques for communicating with them, and possible methods for addressing concerns. At the end of Phase I, the PIP will be evaluated and updated as necessary to proceed into subsequent project phases. The PIP should include: a brief project description, planning history/background information, community profile, discussion of anticipated issues, known or likely impacts (positive and negative), objectives and goals (including approaches to resolution of issues), public outreach activities, identification of need for a citizen advisory committee and how those members will be selected, agency coordination activities, coordination with elected officials & community representatives, and mailing list.

The Engineer is required to attend two (2) meetings in Phase I-A, one (1) meeting in Phase I-B and if needed one (1) meeting in Phase I-C. This level of effort typically involves several public information meetings, coordination with community stakeholders, agency coordination, and at least one public hearing. The Engineer shall be responsible for the implementation and cost of all public meeting coordination including advertisement of the meetings, arrangement and cost for

required recording equipment; news media coordination; providing and arranging for the meeting facilities; responding to agency and public comments; preparation of handouts, exhibits and displays; coordination of meetings; preparation of reports of all meetings and contacts; preparation of transcripts and summaries of public meetings; and any coordination with the general public, property owners, or agency involvement that may be required before or after the public meetings. Property owner contacts shall be conducted in the field by arranging to meet with owners at their respective parcels. An overview of the Project will be discussed and include preliminary access, drainage, and fencing issues. Also, the specifics on how the property owner's access, fencing, gates, drainage, etc., will be affected by the Project are to be discussed.

E. CONTEXT SENSITIVE SOLUTIONS/CONTEXT SENSITIVE DESIGN APPROACH AND PLAN

The County is committed to a Context Sensitive Design (CSD) approach for project development in the location study phase, which when successfully implemented will result in a Context Sensitive Solution (CSS) to the transportation need. A detailed assessment of the level of effort needed in this approach and a consequent CSD/CSS plan will be developed by the Engineer after initial public involvement takes place so that the best tools and methods can be deployed for the application. The goal of CSD/CSS is to encourage an open, interdisciplinary framework in which project teams can develop roadway designs that fully consider the aesthetic, historic, cultural, community environmental, and scenic values along with considerations of safety and mobility – the essence of CSD/CSS.

A successful CSD/CSS project includes: consultation with a full range of stakeholders, efficient use of resources, value is added to the community, integration of multi-modal needs, effective decision-making and implementation and outcomes that reflect community values and are sensitive to environmental resources. This results in project solutions that are safe and financially feasible. For background information on Context Sensitive Design, the Engineer is referred to NCHRP Report 480, "A Guide to Best Practices for Achieving Context Sensitive Solutions", Transportation Research Board (TRB), 2002. An additional reference is Flexibility in Highway Design published by the FHWA. This design guide illustrates how it is possible to make highway improvements while preserving and enhancing adjacent lands and communities. Flexibility in Highway Design urges highway designers to explore options beyond those used in "A Policy on the Geometric Design of Highways and Streets" (the AASHTO Green Book).

The Engineer is responsible for the development and approval of a CSD Plan. The CSD Plan is to be submitted within 30 days of the initial public involvement meeting and is to follow this outline:

Context Sensitive Public Involvement Plan for Location Study Projects

1. Goals of Collaboration with the Community

- a.) Provide safety for users and community
- b.) Address community and social issues
- c.) Maintain environmental harmony
- d.) Promote livability
- e.) Create lasting value for community
- f.) Use agency and community resources effectively

2. Analyses of the Project Background Context

- a.) Environmental
- b.) Historic
- c.) Land Use
- d.) Transportation
- e.) Community
- f.) Visual
- g.) Economic
- h.) Public Health
- 3. Modal Considerations and Connectivity**
 - a.) Motorized vehicles
 - b.) Transit
 - c.) Pedestrian
 - d.) Bicycle
- 4. Opportunities to Express Local Values**
 - a.) Functional classification
 - b.) Design speed
 - c.) Traffic calming
 - d.) Gateway & Place-making treatments
 - e.) Structural aesthetics
- 5. Scale the Solution to the Problem**
 - a.) Affordability
 - b.) Supported by community
 - c.) Can be implemented in a reasonable time period
- 6. The Design Approach**
 - a.) Use flexibility found in design guidelines
 - b.) Project-specific communication strategy
 - c.) Graphic of the decision-making process
 - d.) Multi-disciplinary study team
 - e.) Identification of stakeholders and public
 - f.) Summary of location context
 - g.) Identification of issues
 - h.) Consensus on purpose and need definition
 - i.) Consensus on evaluation criteria
 - j.) Alternatives development
 - k.) Investigation of environmental and cultural impacts of the alternatives
 - l.) Alternatives screening against evaluation criteria
 - m.) Preferred Alternatives
 - n.) Mitigation measures for impacts
 - o.) Document decisions
 - p.) Track and meet all commitments

The CSD Plan should also include a preliminary identification of potential stakeholders, the issues, and their significance to the project development process. This effort is ongoing throughout the project development process, with new issues added and clarification or resolution documented.

Issue	Stakeholder Group	Key People	Type of Impact	Significance of Outcome
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Issue	Stakeholder Group	Key People	Type of Impact	Significance of Outcome
Right Of Way Impact	MPO, NMDOT, SF Southern, SF Public Schools, SF Community College, SF Archdiocese, Rancho Viejo Oshara Village, Subdivisions and others	MPO, NMDOT, SF Southern, SF Public Schools, SF Community College, SF Archdiocese, Rancho Viejo Oshara Village, Subdivisions and others	Amount of Property Owners in which R-O-W May need acquiring	May affect alignment for proposed improvements.
Increased traffic, noise, light pollution and degrade scenic views	MPO, NMDOT, SF Southern, SF Public Schools, SF Community College, SF Archdiocese, Rancho Viejo Oshara Village, Subdivisions and others	MPO, NMDOT, SF Southern, SF Public Schools, SF Community College, SF Archdiocese, Rancho Viejo Oshara Village, Subdivisions and others	Noise; aesthetics/visual; light/glare; community values.	Potential for increased traffic noise, light pollution and impacts to homeowner's.
Access issues, impacts to cultural resources.	MPO, NMDOT, SF Southern, SF Public Schools, SF Community College, Rancho Viejo Oshara Village, Subdivisions SF Archdiocese, and others	Team, Cultural Resource Representatives	Access; cultural resources; community values.	May affect support for proposed improvements.
Potential drainage issues. Traffic impacts to local streets during construction.	MPO, NMDOT, SF Southern, SF Public Schools, SF Community College, SF Archdiocese, Rancho Viejo Oshara Village, Subdivisions and others	Team, MPO, NMDOT, SF Southern, SF Public Schools, SF Community College, SF Archdiocese, Rancho Viejo Oshara Village, Subdivisions and others	Drainage; safety; congestion; increased maintenance.	Local Govt. should be informed of improvements made
Access Issues Loss of access/visibility during construction.	MPO, NMDOT, SF Southern, SF Public Schools, SF Community College, SF Archdiocese Rancho Viejo Oshara Village, Subdivisions, and others	MPO, NMDOT, SF Southern, SF Public Schools, SF Community College, SF Archdiocese, Rancho Viejo Oshara Village, Subdivisions and others	Negative business impacts.	Improvements may have both temporary and permanent effect on local business.
Incorporation Of Alternate Modes of Travel,	Bicycle and Pedestrian Advocacy Groups, MPOs	Team and MPO, NMDOT, SF Southern, SF Public Schools, SF	Multi-modal Mobility	Less congestion Improved safety

Issue	Stakeholder Group	Key People	Type of Impact	Significance of Outcome
Including Transit, Bicycle, and Pedestrian.		Community College, SF Archdiocese, Rancho Viejo Oshara Village, Subdivisions and others		
Aesthetic issues	Local government planning dept	Planning representative	Quality of life	Better quality of life
Construction traffic safety, traffic design	Law enforcement	Law enforcement	Accidents, congestion	Improved safety & traffic operation

Early stakeholder involvement is of importance and can insure that all issues that may impact a project are brought forth at the earliest possible stage to resolve important issues in a timely manner. The CSD Plan shall identify the stakeholder participants and their roles in the decision-making process and outline sources and methods used to gather stakeholder comment and recommendations and submit them for review by the Project Management Team.

The Project Management Team should be identified within 30 days of the notice to proceed. The Engineer shall consult on a regular basis with the stakeholder team created by the NMDOT, the Santa Fe Community College District community and the County of Santa Fe and other important stakeholders. The Engineer shall define how stakeholders' comments and recommendations are to be transmitted to the Project Management Team and define to the participants the processes involved in developing the project purpose and need, the identification of alternatives, the screening of alternatives, the development of evaluation and rating criteria, the screening and rating of those alternatives, and other project development activities.

F. COORDINATION

The Engineer will be responsible for all coordination necessary to accomplish the work and services required by this Agreement. This responsibility shall include coordination with all property owners and federal, state, county, schools and other agencies having jurisdiction or interest in the Project. This will include obtaining approvals and/or concurrence on all work that is to be completed by the Engineer including Engineer's subcontractors and consultants.

This responsibility shall also include obtaining all initial informal (verbal) approvals. For any required formal (written) approvals, the Engineer will provide Santa Fe County with all required data and draft letters of transmittal. In the event the Engineer is not successful in obtaining informal approvals, the Engineer shall promptly notify Santa Fe County in writing, and Santa Fe County will assist in resolving the matter. In addition to the above, the Engineer shall be responsible for:

- Scheduling all study team activities,
- Making distribution of reports and documents,
- Writing study reports,
- Writing study team meeting reports,
- Performing property owner interviews and documenting the interviews, and

- Being the focal point, for the flow of all study activity, including subcontractor work.
- Providing periodic presentations to Santa Fe County Public Works management, (i.e., Public Works Director, Transportation and Solid Waste Division Director), local agencies, etc.

G. ENGINEER'S DUTIES AND RESPONSIBILITIES IN DETAIL

The Engineer shall be responsible for all studies, analysis, coordination, and all engineering necessary to complete the corridor and alignment study and report. The Engineer will have full latitude and complete responsibility for developing this Project through completion of the final report(s) and deliverables.

(1) The Engineer shall perform study and report services in three (3) phases. The services phases and services include, but are not limited to, the following:

Phase I-A: Location/ Corridor Study: Initial evaluation of at least two (2) alternatives each for the Northeast Connector and the Southeast Connector:

- Public involvement program (minimum two (2) meetings).
- Inventory of existing conditions.
- Preliminary geotechnical services and report.
- Transportation needs analysis.
- Existing environmental conditions.
- Identify all variable alternative alignments.
- Initial engineering analysis, and
- Initial evaluation of alternatives report.

Phase I-B: Detailed Evaluation of Alternatives.

- Public involvement program (minimum one (1) meeting).
- Detailed inventory of existing conditions.
- Detailed transportation needs analysis.
- Detailed existing environmental conditions.
- Identify all variable alternative alignments.
- Initial engineering analysis.
- Preliminary value engineering, and
- Detailed evaluation of alternatives report

Phase I-C: Environmental Investigations and Documentation (minimum two (2) meetings.

- Conduct environmental and cultural resource investigations.
- Prepare environmental and cultural resource documentation.
- Public involvement program, including public hearing.
- Agency coordination.
- Draft Environmental Impact Statement (DEIS).
- Final Environmental Impact Statement (FEIS), and
- Record of Decision (ROD).

(2) Phases I-A and I-B: Location surveying and mapping.

The Engineer shall provide a controlled aerial photography, computer mapping services, location survey, and digitized cross-sections. All surveying shall be performed under the direct supervision of a New Mexico Registered Professional Land Surveyor.

1) Photogrammetry.

The Engineer shall be responsible for preparing data needed to develop computer mapping described below, with photogrammetry.

2) Computer mapping.

Mapping limits should extend from the intersection of Dinosaur Trail/Richards Avenue northeast to Rabbit Road and from Rabbit Road southeast to Chili Line Road East. The eastern and western boundary for mapping should be 300 feet beyond the proposed alignment limits; computer mapping software used should be compatible with the County's mapping and design software.

3) Graphics file.

Provide a graphics file covering the complete Project. The graphics file shall contain all digital terrain modeling (DTM), break lines, planimetric, topographic, alignment data, and approximate locations of existing right-of-ways. The contour map scale should equal the horizontal scale used on the plan and profiles; elect the scales accordingly.

Contour interval should be a one-foot (1') interval. The Engineer shall extract cross-sections throughout the Project area. The major focus for cross-sections may occur at drainages, structures, and major side roads.

4) Planimetric plan and profile sheet files.

Provide plan and profile sheets ("P&P" sheets) with planimetric and topographic data at a horizontal scale of 1" = 100' and a vertical scale of 1" = 10'. Provide planimetric and topographic coverage for 300 feet left and right of each roadway on a 24" X 36" size sheet. Provide baselines for all turnouts and side roads. It may be necessary to place angle points along the baseline to define the turnouts and side roads. Along major side roads, provide P&P sheets with planimetric and topographic data on both sides of side road centerline for 500 feet.

5) Surface model files.

Provide contour maps at a scale of 1" = 100' with one foot contour intervals unless an alternate scale is recommended by the Roads Project Manager. Maps shall meet the US National Map Accuracy Standards. The County will provide the Engineer with photogrammetry information in order to complete the requirements for surface model files for Phase I.

6) Turnout & side road profile sheet files.

Provide turnout and side road profile sheets at a scale of 1" = 10' horizontal and 1" = 10' vertical for 200 feet of profile left and right of mainline centerline and 500 feet of profile for major side roads on 24" X 36" sheet for the preferred alignment.

7) Major side road cross-section files.

Provide cross-sections at 100 foot intervals for turnouts and at all breaks for at least 200 feet left and right of side road baselines for the preferred alignment.

8) Survey notes sheet file.

Provide a survey notes/control sheet file; the survey notes sheet shall be appropriately incorporated into the final plan set to be used for construction of the Project.

9) Reference Stakes

The centerline of survey or centerline of construction, as appropriate, shall be staked at 500 foot station pluses and at all PC's and PT's of curves. If the actual alignment cannot be staked or because of safety measures, the alignment may be staked on a parallel offset line.

10) Sheet boundaries or reference marks.

On all electronic files transmitted to Santa Fe County wherein P&P or other sheets are extracted, the sheet boundaries or reference marks shall be left intact and shall remain in place as invisible or phantom lines. This is done to allow the exact duplication of coordinates when extracting and printing the P&P sheets.

11) Provide preliminary property ownership layout maps. These maps may be prepared by research/investigation of County records. Maps shall be prepared at the same scale as the planimetric P&P sheets.

12) Right-of-Way recommendations and monumentation maps.

Make recommendations regarding right-of-way acquisitions that may be necessary for each proposed alternative.

13) Geotechnical Services.

The Engineer shall provide geotechnical recommendations and preliminary geotechnical reports. The preliminary geotechnical report will be submitted as part of the Alignment Study. Santa Fe County may elect that the Engineer provides geotechnical services as defined below.

a) Preliminary Geotechnical Report.

The following activities shall be conducted during Phase I-A – Initial Evaluation of Alternatives Study for the development of the preliminary geotechnical report.

b) Field Reconnaissance.

Determine the nature, range and extent of major geologic units. A field reconnaissance of the alignment options shall be performed. The following tasks should be performed:

- Geologic literature search.
- Compilation of a preliminary geologic map.
- Briefing of geologic conditions impacting the alignment study, and
- Perform initial geophysical testing (seismic refraction) if necessary.

c) Field Geologic Mapping.

Topographic base maps and aerial photographs shall be utilized along with supplemental information gathered by backhoe pits or borings to develop geologic mapping of the alignments. Critical structural units and the nature of surficial geologic contacts that may be obscure shall be identified.

d) Preliminary Geotechnical Report.

The Preliminary Geotechnical Report shall document the results of the Phase I geotechnical activities. The preliminary geologic and geotechnical study of the corridors with recommendations regarding the impacts, effects and possible mitigation measures associated with highway construction throughout the Project areas, shall be provided for use in the detailed evaluation of alternatives. Three (3) copies of this report shall be submitted to Santa Fe County in conjunction with the initial Location/Alignment Study Report.

(3) Phase I-C Environmental Documentation and Processing Phase.

To complete the environmental investigation documentation process, subsequent circulation, and public hearing, in accordance with the NMDOT Location Study Procedures, FHWA Technical Advisory T 6640.8A, 23 CFR Part 771 and other applicable guidelines and regulations.

The following are the minimum services to be provided by the Engineer:

- Environmental and cultural resource investigations (to be completed Phase I-C,
- Environmental and cultural resource documentation, including if necessary an individual 4(f) evaluation,
- Agency coordination and public involvement,
- Preparation and distribution of DEIS, including if appropriate, identification of recommended alternative,
- Public hearing(s),
- Preparation and distribution of FEIS, including identification of preferred alternative, transcript of public hearing, public and agency comments, and responses to comments, and
- ROD, including identification of a selected alternative.

This phase includes the preparation of a Draft Environmental Documentation (DED) and circulation of the document for agency and public review and comment. Review comments may result in changes to the design concept and scope of a proposed action and/or the addition of commitments to mitigate adverse impacts. Review comments, changes to the proposed action, project commitments, and information pertaining to the public and agency review process are included in the Final Environmental Documentation (FED) and Finding of No Significant Impact (FONSI). All of the above documents are submitted to NMDOT / FHWA for review and approval.

1) Environmental Document

The environmental document summarizes the environmental investigations, agency coordination, and public involvement. The effort must be commensurate with the potential for environmental impacts. It is anticipated that an Environmental Assessment (EA) will be the appropriate level of effort required. The DEA, FEA, and FONSI shall be developed using the format outlined in FHWA Technical Advisory T6640.8A, 23 CFR Part 771 and other applicable guidelines and regulations. Submittal of an environmental document to Santa Fe County, which is incomplete as determined the Roads Project Manager, will not be reviewed. Submittal of an environmental document that is considered to be complete shall be reviewed once and comments made to the Engineer. A complete environmental document shall have a comprehensive discussion of purpose and need, alternatives as appropriate, environmental investigations, assessment of impacts, and appropriate mitigation as necessary. The Engineer shall provide ten (10) hard copies and ten (10) electronic copies on CD of the approved DEA, FEA, and FONSI to Santa Fe County. The Engineer shall also produce sufficient copies of the DEA, FEA, and FONSI and mail them for appropriate public and agency review of the document.

2) FEA and FONSI

The FEA and FONSI shall be submitted to the Roads Project Manager. The FEA shall contain copies of the public involvement handouts and written comments. It shall also contain the DEA circulation list, responses to verbal and written comments and the public involvement summary and transcript, changes to the proposed action, project commitments, and information pertaining to the public and agency review process. All studies, commitments and recommendations must be summarized and finalized (cultural resources, agency permits, etc.). The FONSI shall identify the selected alternative, document the justification for the decision, and specify environmental commitments and mitigation.

3) Environmental Investigations

Note: At the determination of the County, some of the environmental and cultural resource investigations may be required during the Phase I portion of the alignment study.

The environmental investigations will include, if appropriate, surveys and analyses in the following areas:

- Biological surveys conducted by qualified biologists including a biological survey report and biological evaluation for threatened and endangered species and, if necessary, an official Biological Assessment and Evaluation for Endangered Species Act compliance regulatory agency review and approval.
- Wetland determination and delineation including, if necessary, a Wetland Delineation Report for regulatory agency review and approval; wetland mitigation plan, if appropriate.
- Clean Water Act Section 404 investigations, analysis, and permit application, if necessary.
- Section 4(f) determination and evaluation including, if necessary, an official 4(f) Determination Report for agency and FHWA review and approval including avoidance options, alternative evaluations and measures to minimize harm.
- A visual impact assessment including, if necessary, a separate Visual Impact Assessment Report for County review and approval;
- A noise analysis including, if necessary, a separate Noise Analysis Report for County review and approval.
- An air quality analysis including, if necessary, a separate Air Quality Analysis Report for Santa Fe County review and approval, and
- Other surveys, investigations, and analyses may be required as appropriate to the Project.

Environmental investigations must include analyses of all issues mandated by the National Environmental Policy Act (NEPA) as well as other state and federal environmental legislation, including Executive Orders on Wetlands, Floodplains, and Environmental Justice. The environmental investigations shall include evaluations of all appropriate alignment and typical section alternatives, including the no-build option and avoidance options. Environmental investigations will also include, as appropriate, measures to minimize harm, enhancement measures and measures to mitigate impacts.

The environmental investigations will include a cultural resources survey and preparation of a final report that meets all federal and state requirements. Four (4) copies of the final Cultural Resources Survey Report shall be submitted to Santa Fe County. A qualified archaeologist must conduct the cultural resources survey. Cultural resource investigations shall include Historic Building Inventories and Tribal Consultations, if applicable, as required by the National Historic Preservation Act, Section 106.

All environmental reports submitted to Santa Fe County are subject to County approval before investigations are accepted as complete. Based on engineering, cost, environmental and right-of-way impacts, the Engineer shall determine recommend and obtain Santa Fe County's concurrence on the preferred alternative(s) for the Northeast Connector and the Southeast Connector to be used for location approval in the environmental document and for final design.

4) Agency Coordination.

Agency coordination will include any agency with management responsibilities, all agencies with sensitive resource responsibilities and any agency that may have permit authority for Project activities. The Engineer will determine and coordinate the environmental and cultural resource impacts and mitigation measures of the alternatives examined, including the consequences of the no-build alternative. The appropriate local, county, and state agencies, the public and other interested agencies will be contacted to insure that the community and governmental concerns are identified and considered for inclusion in the design development of the project. The Engineer shall be responsible for all coordination that is required to provide a satisfactory public involvement plan and environmental document. This responsibility further includes coordination with agencies that may have jurisdiction or interest in the project, local elected officials, coordination with property owners, members of the design team and preparation and distribution of minutes of meetings and interviews.

(4) Deliverables

1) Electronic submittal of deliverables.

All survey mapping data shall be created and submitted to Santa Fe County in Auto Cad Version 10. Computer mapping performed for the Public Works Department are to be created and submitted in an Auto Cad Version 10, data format ONLY. All drawings shall be produced by computer, utilizing Auto Cad Version 10 Software adhering to the standards set by the County for the use of that software. All design related data files must be produced using the Auto Cad Version 10 design software products. This shall include all geometry files (.alg) and surface files (.dtm). Electronic files will only be accepted on CD-ROM. Data is not to be compressed by any software.

2) Provide one (1) hard copy (a full size & a half set) and an electronic copy of all planimetric P&P sheets, contour maps, preliminary property ownership layout maps, and turnout and side road profile sheets to Carlos Vigil, Public Works Road Projects at (505) 992-3010.

3) Provide five (5) copies of preliminary geotechnical and foundation reports to the County.

4) Provide fifteen (15) hard copies and ten (10) electronic copies on CD of the signed DEA, FEA, and FONSI to Santa Fe County, plus additional copies needed for agency review. Provide ten (10) hard copies and ten (10) electronic copies of the Draft Environmental Impact Statement (DEIS), Final Environmental Impact Statement (FEIS) and the Record of Decision (ROD) to the County.

5) Provide five (5) copies of a draft report addressing all Items within Phase I-A, I-B and I-C to be reviewed by the County and NMDOT for comment and approval. The County and NMDOT have thirty (30) days for review and comment.

- 6) Provide ten (10) copies of a concise report summarizing the major findings along with the recommendations of the initial evaluation of alternatives and the detailed evaluation of alternatives study.
- 7) Engineer's estimates: Provide a preliminary engineer's estimate for construction costs for all alternatives proposed for the Northeast Connector and the Southeast Connector.

H. OWNER'S DUTIES AND RESPONSIBILITIES

Owner shall provide:

- A. A Roads Project Manager to serve as an engineering liaison for the Project.
- B. Traffic analysis including forecasts and accident data.
- C. Review of the Alignment Study Report.
- D. Review of preliminary drainage reports.
- E. Photogrammetry Information (Phase I-A for preliminary study)
- F. Review of environmental documentation and mitigation measures.
- G. Review bridge or structural design (if required).
- H. Review geotechnical recommendations.
- I. Review of final geometry, traffic control, and permanent signing, signalization and lighting.

Owner will also provide review of the Engineer's work for conformity with Santa Fe County procedures and contract terms only. Review by the Santa Fe County Public Works Department does not include detailed review or checking of design components and related details of accuracy with which such is depicted. Public Works Department's receipt of the Engineer's work product, reports, studies, etc. does not constitute County approval.

A.2.01 Owner's Responsibilities

- A. Owner shall do the following in a timely manner, so as not to delay the services of Engineer:
 1. Provide all criteria and full information as to Owner's requirements for the Assignment, including anticipated funding sources and any project budgetary requirements.
 2. Furnish to Engineer all existing studies, reports, and other available data pertinent to the Assignment, obtain or authorize Engineer to obtain or provide additional reports and data as required, and furnish to Engineer services of others as required for the performance of Engineer's services.
- B. Engineer shall be entitled to use and rely upon all such information and services provided by Owner or others in performing Engineer's services under this Agreement.
- C. Access. Owner shall arrange for safe access to and make all provisions for Engineer and its Consultants to enter upon public and private property as required for Engineer to perform services under this Agreement.

D. Owner shall bear all costs incident to compliance with its responsibilities pursuant to this paragraph A.2.01.

A.3.01 *Times for Rendering Services*

~~A. The time period for the performance of Engineer's services shall be 12 months, with milestones established as follows:~~

~~_____ *[State milestones]*~~

~~B. Furnish _____ review copies of the Report to Owner within _____ days of the Effective Dates of this Agreement and review it with Owner.~~

~~C. Revise the Report in response to Owner's and other parties' comments, as appropriate, and furnish _____ final copies of the revised Report to the Owner within _____ days after completion of reviewing it with Owner.~~

D. Engineer's services under this Agreement will be considered complete when all deliverables set forth in Exhibit A are submitted to Owner.

A.4.01 *Construction and Project Budgets*

A. Owner has established the following budgets: None established.

~~*[Fill in any construction or project budgetary requirements of Owner, such as cost of a contemplated facility to be constructed. Fill in "none" if budgetary requirements have not been established.]*~~

SUGGESTED FORMAT
(for use with E-525, 2004 Edition)

This is EXHIBIT B, consisting of _____ pages, referred to in
and part of the Agreement between Owner and Engineer for
Study and Report Phase Professional Services dated
_____, _____.

Standard Terms and Conditions

The Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 4 OF THE AGREEMENT IS MODIFIED AS FOLLOWS:

*[Note to Users: Paragraph B.4.02.A below is not applicable if compensation to
Engineer is a Lump Sum.]*

B.4.02. Other Provisions Concerning Payment

A. ~~Not applicable. Estimated Compensation Amounts.~~

- ~~1. If Engineer has provided in this Agreement estimates of the amounts that will become payable, then such estimates are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.~~
- ~~2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed the estimated amount when such services are completed.~~

B. Adjustments

1. Engineer's compensation is conditioned on time to complete the Assignment not exceeding the time identified in Exhibit A. Should the time to complete the Assignment be extended beyond this period due to reasons not the fault of and beyond the control of Engineer, the total compensation to Engineer shall be appropriately adjusted.
- ~~2. If used, the Standard Hourly Rates Schedule, Reimbursable Expenses Schedule, Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually (as of _____) to reflect equitable changes to the compensation payable to Engineer.~~

- C. *Reimbursable Expenses.* Reimbursable Expenses means the actual expenses incurred by Engineer or Engineer's Consultants directly in connection with the Project Assignment, including the categories and items listed in Exhibit C, and if authorized in advance by Owner, overtime work requiring higher than regular rates.
- D. *For Additional Services.* Owner shall pay Engineer for all services not included in the scope of this Agreement on the basis agreed to in writing by the parties at the time such services are authorized by Owner.
- E. *Invoices.* Invoices will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to Owner by Engineer monthly, unless otherwise agreed. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice therefore, the amounts due Engineer will be increased at the rate of 1.50% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving thirty (30) seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.
- F. *Owner's Acceptance.* The Engineer acknowledges and agrees that the Owner may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or services, the Owner shall tender payment for the accepted items or services. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

ARTICLE 5 OF THE AGREEMENT IS SUPPLEMENTED AS FOLLOWS:

B.5.06 *Dispute Resolution*

- A. The parties agree to resolve disputes first by good faith informal discussion between the parties. If mutual discussions are unsuccessful in resolving a dispute, Owner and Engineer agree that they shall then first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("disputes") to mediation.
- B. If a party alleges a dispute with the other party arising out of or relating to the performance of services under this Agreement, then either party shall have the right to request mediation within 20 days after the claiming party has provided the other party with written notice describing the dispute and the claiming party's position with reference to the resolution of the dispute.
- C. Except as otherwise agreed, the parties shall select a mediator within 30 days of a written request for mediation. The mediator will endeavor to complete the mediation within 30 days thereafter. The parties will share the costs of mediation equally.
- D. No performance obligation under or related to this Agreement shall be interrupted or delayed during any mediation proceeding except upon written agreement of both parties.
- E. The mediator shall not be a witness in any legal proceedings related to this Agreement.

- F. If mediation is not successful in resolving the dispute, then the parties may resolves disputes in the State District Court, First Judicial District in Santa Fe, New Mexico. ~~exercise their rights under law.~~

B.5.07 *Termination of Contract*

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, Owner shall pay to Engineer all amounts owing to Engineer under this Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.

B.5.08 *Environmental Condition of Site*

It is acknowledged by both parties that Engineer's scope of services does not include any services related to the presence at any site or property under study of asbestos, PCBs, petroleum, hazardous waste, radioactive materials, or other Constituents of Concern (as fully defined in EJCDC Document No. E-500). In the event Engineer or any other party encounters a Constituent of Concern at a site owned or controlled by Owner, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Assignment affected thereby until Owner: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituent of Concern; and (ii) warrants that the site or property is in full compliance with applicable laws and regulations. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), which are or may be encountered at or near any such site or property in connection with Engineer's activities under this Agreement.

B.5.09 *Patents*

Engineer shall not conduct patent searches in connection with its services under this Agreement and assumes no responsibility for any patent or copyright infringement arising therefrom. Nothing in this Agreement shall be construed as a warranty or representation that anything made, used, or sold arising out of the services performed under this Agreement will be free from infringement of patents or copyrights.

B.5.10 *Ownership and Reuse of Documents*

Except for all Deliverables consisting of reports, applications, and other documents required to be completed by Engineer and submitted to the Owner under the Engineer's Scope of Services, All documents prepared or furnished by Engineer pursuant to this Agreement are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and right of reuse at the discretion of Engineer). Reuse of any such documents by Owner for purposes other than those included in the Assignment shall be at Owner's sole risk.; ~~and Owner agrees to indemnify and hold Engineer harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse of documents by Owner or by others acting through Owner.~~

B.5.11 *Use of Electronic Media*

- A. Copies of Documents that may be relied upon by Owner are limited to the printed copies (also known as hard copies) that are signed or sealed by the Engineer. Files in electronic media

format of text, data, graphics, or of other types that are furnished by one party to the other are only for convenience of the recipient. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

- B. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the document creator at the beginning of this Assignment.
- C. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transfer errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Engineer shall not be responsible to maintain documents stored in electronic media format after acceptance by Owner.

B.5.12 *Opinions of Probable Costs*

- A. Construction Cost is the cost to Owner to construct the Owner's Project ~~proposed facilities~~. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with Owner's contemplated project, or the cost of other services to be provided by others to Owner pursuant to this Agreement. Construction Cost is one of the items comprising Total Project Costs.
- B. Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner wishes greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator.
- C. The services, if any, of Engineer with respect to Total Project Costs, as defined below, shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.
- D. Definition of Total Project Costs – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and

financing charges incurred in connection with the project, and the cost of other services to be provided by others to Owner.

B.5.13 *Force Majeure*

Engineer shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond Engineer's reasonable control.

B.5.14 *Assignment*

Neither party shall assign its rights, interests, or obligations under this Agreement without the express written consent of the other party.

B.5.15 *Independent Contractor*

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Owner or Engineer. Engineer's services under this Agreement are being performed solely for Owner's benefit, and no other entity shall have any claim against Engineer because of this Agreement or the performance or nonperformance of services hereunder. Owner agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

B.5.16 *Binding Effect*

This Agreement shall bind, and the benefits thereof shall inure to the respective parties thereto, their legal representatives, executors, administrators, successors, and assigns.

B.5.17 *Severability and Waiver of Provisions*

Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

B.5.18 *Survival*

All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

B.5.19 *Controlling Law*

This Agreement is to be governed by the laws of the State of New Mexico, ~~state in which the Engineer's principal office is located.~~ This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. The Engineer

and the Owner agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be the state district court of New Mexico, located in Santa Fe County.

B.5.20 *Notices*

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail, or by a commercial courier service. All notices shall be effective upon the date of receipt.

✓ B.5.21 *Records.* To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Engineer agrees to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles ("GAAP").

To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Engineer also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

✓ B.5.22 *Appropriations and Authorizations.* This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the Owner to the Engineer. Such termination shall be without penalty to the Owner, and the Owner shall have no duty to reimburse the Engineer for expenditures made in the performance of this Agreement. The Owner is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the Owner. The Owner's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Engineer any way or forum, including a lawsuit.

B.5.23 *Release.* Upon its receipt of all payments due under this Agreement, the Engineer releases the Owner, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

B.5.24. *Conflict of Interest.* The Engineer represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

B.5.25. Notice of Penalties. The Procurement Code, NMSA 1978, Section 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

B.5.26. New Mexico Tort Claims Act. No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by the County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, et seq.

B.5.26. Insurance.

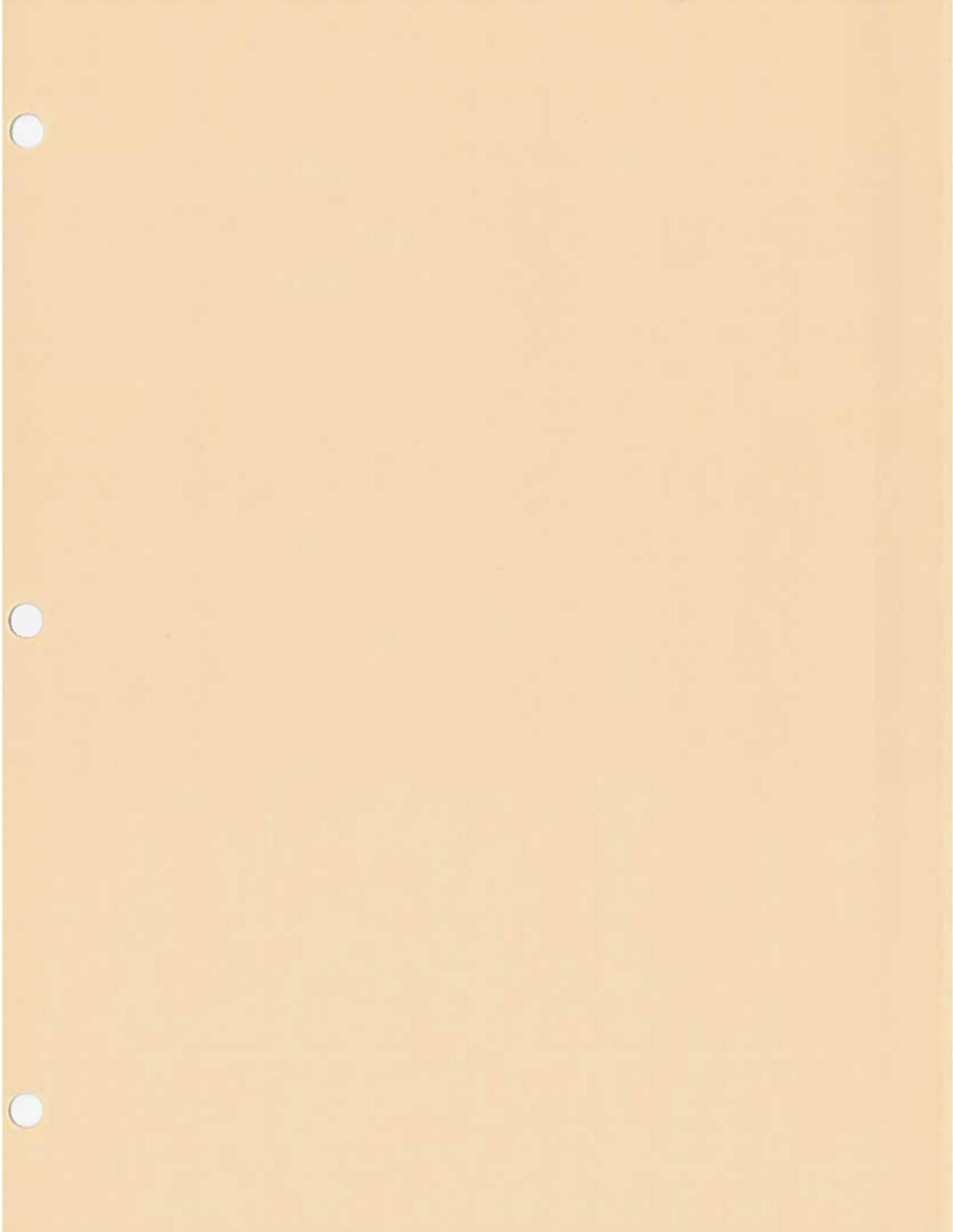
- A. General Conditions. The Engineer shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- B. General Liability Insurance, Including Automobile. The Engineer shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,050,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the Owner by the Engineer; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named as an additional insured on the policy.
- C. Workers' Compensation Insurance. The Engineer shall comply with the provisions of the Workers' Compensation Act.
- D. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Engineer shall increase the maximum limits of any insurance required herein.

B.5.27. Survival. The provisions of following paragraphs shall survive termination of this Agreement: Indemnity, Records, Release, Governing Law, New Mexico Tort Claims Act, Insurance, and Survival.

B.5.28. Conflict of Interest in Suit. The Engineer shall notify the Owner immediately of any demand, suit, or cause of action brought against or involving the Engineer that also involves or pertains to any matters relating to the Owner. If a conflict exists between the interests of the Owner and the Engineer in such demand, suit, or cause of action, or if it is evident at the onset of the defense or litigation that the Engineer objects to the Owner's participation in the Engineer's defense, the Owner may retain its own counsel to represent and defend the Owner's interest.

B.5.29 Amendments. This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Engineer specifically acknowledges and agrees that the Owner shall not be responsible for any changes to the Scope of Services in this Agreement including Exhibit A of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

B.5.30 Owner's Limitation of Liability. The Owner's liability to the Engineer for any breach of this Agreement by the Owner shall be limited to direct damages and shall not exceed the maximum amount of potential compensation specified in Exhibit C of this Agreement. In no event shall the Owner be liable to the Engineer for special or consequential damages, even if the Owner was advised of the possibility of such damages prior to entering into this Agreement.



Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

To: Board of County Commissioners

From: Teresa Martinez, Finance Director 

Through: Katherine Miller, County Manager

Date: January 12, 2015

RE: *Review and Approval of the Buckman Direct Diversion Water Treatment Plant Operating Budget (BDD) for Fiscal Year 2016.*

Issue

The Finance Division is seeking approval of the fiscal year 2016 Buckman Direct Diversion Water Treatment Plant operating budget including the Major Repair and Replacement Fund.

Background

On December 4, 2014 the BDD Board voted to approve the fiscal year 2016 operating budget and to recommend approval by the BDD partners' governing bodies. The recommended budget was prepared by BDD staff in collaboration with staff from Santa Fe County, the City of Santa Fe and Las Campanas.

The total recommended budget is \$6,807,400 which is an increase of \$282,800 (4.3%) over the current fiscal year budget of \$6,524,600 and is based on a volumetric prediction of 2,283,440 gallons or a 4% increase in water delivery over the predicted FY 2015 water call. Also included in the recommended budget is a total partner contribution to the Major Repair and Replacement Fund of \$411,804. Other budget highlights included:

- Partner reimbursements of \$6,617,400;
- PNM Solar Rebate Revenue of \$190,000;
- Capital asset purchase, (crane truck) - \$225,000;
- Increases in materials and supplies for the Public Outreach and Awareness Program;
- Increases in training for leadership and teambuilding.

In the recommended budget, Santa Fe County's portion will result in a budgeted contribution of \$1,633,338 net of \$41,800 in PNM Solar Rebates plus a contribution to the Major Repair and Replacement fund of \$106,162 or a total Santa Fe County budget commitment of \$1,739,500 net of PNM Solar Rebates.

Recommendation

The Finance Division recommends approval of the fiscal year 2016 Buckman Direct Diversion Water Treatment Plant budget totaling \$6,807,400 plus total partner contributions of \$411,804 to the BDD's Major Repair and Replacement Fund per the recommendation of the BDD Board. This recommendation will equate to a total Santa Fe County budget commitment to BDD of \$1,739,500 for fiscal year 2016.

FY 2015/16

Prepared by: Charles M. Vokes BDD Facilities Manager
Mackie M. Romero BDD Financial Manager

Buckman Direct Diversion



Proposed Annual Operating Budget



Buckman Direct Diversion

Fiscal Year 2015/2016 Approved Operating Budget

Joseph M. Maestas

Chair, Buckman Direct Diversion Board
City Councilor, District 2

Liz Stefanics

Vice-Chair, Buckman Direct Diversion Board
County Commissioner, District 5

Carmichael A. Dominguez

City Member, Buckman Direct Diversion Board
City Council, District 3

Miguel M. Chavez

County Member, Buckman Direct Diversion Board
County Commissioners, District 2

Consuelo Bokum

At-Large Member, Buckman Direct Diversion Board

Javier M. Gonzales

City Alternate Member, Buckman Direct Diversion Board
City of Santa Fe Mayor

Daniel Mayfield

County Alternate Member, Buckman Direct Diversion Board
County Commissioners, District 1

Charles M. Vokes

BDD Facilities Manager

BUCKMAN DIRECT DIVERSION REGIONAL WATER PLANT ORGANIZATIONAL CHART



Buckman Direct Diversion (BDD) Proposed Annual Operating Budget, 2015-2016

Budget Message

The *Project Management and Fiscal Services Agreement (PMFSA)* requires the Project Manager to submit an Annual Operating Budget, including a 5-year projection, no later than December 15th of each fiscal year. With this submittal, the Project Manager requests the Buckman Direct Diversion Board (BDDB) approve and recommended the Fiscal Year 2015-2016 Operating Budget of \$6,807,400. The portion of fixed vs. variable costs and the partner share by major expenditure category is presented below:

BUDGET REVENUE/REIMBURSEMENT SUMMARY - PARTNER SHARE OF TOTAL PROPOSED FY2014/15 BUDGET - (TABLE A)

Revenues/Reimbursements by Source:	Fixed	Variable	Total	%
PNM Solar Rebates	\$ -	\$ 190,000	\$ 190,000	2.8%
City of Santa Fe	3,666,866	1,145,480	4,812,346	70.7%
Santa Fe County	1,313,986	319,352	1,633,338	24.0%
Las Campanas (Club)	72,671	49,168	121,839	1.8%
Las Campanas (Coop)	49,877	-	49,877	0.7%
Total Revenues by Source	\$ 5,103,400	\$ 1,704,000	\$ 6,807,400	100%
% of overall budget	75%	25%	100%	

BUDGET EXPENDITURE SUMMARY - PARTNER SHARE OF TOTAL PROPOSED FY2015/16 BUDGET - (TABLE B)

Expenditure by Category	City of Santa Fe	Santa Fe County	Las Campanas (Club)	Las Campanas (Coop)	Total
Personnel	\$ 2,447,774	\$ 840,556	\$ 45,996	\$ 31,569	\$ 3,365,895
Electricity	1,039,400	289,432	49,168	-	1,378,000
Chemicals	195,000	55,000			250,000
Solids	67,416	19,384			86,800
Materials & Supplies	453,563	229,486	11,318	7,768	702,134
Other Operating Costs	707,963	225,090	14,302	9,816	957,171
Fiscal Agent Fee	49,431	16,189	1,055	724	67,400
Total	4,960,546	1,675,138	\$ 121,839	\$ 49,877	\$ 6,807,400
PNM Solar Rebates	(148,200)	(41,800)			
Total	\$ 4,812,346	\$ 1,633,338			

Budget Summary & Analysis

Closing the gap between actual expenditures and budget will continue to be considered in development of BDD's operating budget requests.

- FY11/12 Actual Expenditures \$5,775,863, which was \$3,092,529 lower than our adopted budget
- FY12/13 Actual Expenditures \$5,588,198, which was \$2,876,314 lower than our adopted budget
- FY13/14 Actual Expenditures \$6,372,941, which was \$664,662 lower than our adopted budget
- FY14/15 Projected to expend \$6,101,536 with 5 vacant positions, which is \$423,064 lower than our adopted budget

The BDD has actively collaborated with its partners on the development of this budget and because of this collaboration, was able to limit the increase to our current adopted budget, as follows:

- The proposed Annual Operating Budget for FY2015/16 is \$6,740,000 plus the fiscal agent fee of \$67,400 which represents a \$282,800 or 4.3% increase to our current adopted budget of \$6,524,600.
- The proposed budget includes the following major initiatives:
 - Capital purchase of a crane truck, estimated to cost \$225,000
 - Materials and Supplies for our Public Outreach and Awareness Program
 - Leadership and Teambuilding Training

In fiscal year 2015/2016, the BDD will be in its fifth year of operation. This major milestone was a prime consideration in our analysis of costs needed to sustain operation to the level established by the BDD. The BDD also used yearly volumetric flow predictions provided by each partner for our variable expenditures including chemicals, solids management and electricity.

The BDD has presented the monthly PNM Solar Rebates received from the Water Treatment Plant Solar Array as a source of revenue. This means reimbursement requests for American Capital Energy expenses (primary owner of solar system) from the City of Santa Fe and Santa Fe County will be reduced by the revenue received. Our budget request for electricity has remained flat, as our new solar array at Booster Station 2A has only been operational for 4 months, which provides insufficient data for accurately predicting our budget savings. This fiscal year savings will be used as an indicator of our potential budget savings and will be included in future proposals.

BUCKMAN DIRECT DIVERSION REGIONAL WATER PLANT

* UNAUDITED RESULTS - ACCRUAL BASIS - BEST ESTIMATES

	FY2013/14		FY2013/14		FY2015/16 Proposed Budget	FY2014/15 Adopted Budget	FY15/16 vs FY14/15
	Unaudited		Variance \$				
	Actual 6/30/14		(Under) / Over Budget				
Revenues/Reimbursements by Fund:							
BDD Operating 7280000	\$ 7,037,603	\$ 6,372,941		\$ (664,662)	\$ 6,807,400	\$ (282,800)	
Total	\$ 7,037,603	\$ 6,372,941		\$ 664,662	\$ 6,807,400	\$ (282,800)	
Expenditures by Category:							
Salaries and Wages	\$ 1,567,607	\$ 1,499,573		\$ (68,034)	\$ 1,989,965	\$ (39,982)	
Overtime and Shift Differential	200,000	197,717		(2,283)	183,000	750	
Benefits	938,641	870,915		(67,726)	1,192,930	60,533	
Electricity	1,361,255	1,236,534		(124,721)	1,378,000	-	
Chemicals	327,283	217,193		(110,090)	250,000	(15,000)	
Solids	121,800	118,129		(3,671)	86,800	26,000	
Materials & Supplies	763,529	650,536		(112,993)	702,134	198,805	
Other Operating Costs	1,653,992	1,478,848		(175,144)	957,171	-48,894	
Total	6,934,107	6,269,445		(664,662)	6,740,000	280,000	
Fiscal Agent Fee	103,496	103,496		-	67,400	2,800	
Total	\$ 7,037,603	\$ 6,372,941		\$ (664,662)	\$ 6,807,400	\$ 282,800	

Table C, presents actual expenses, by major category for fiscal year 2013/2014, and our current year adopted budget in comparison to our fiscal year 2015/2016 operating budget request. This information includes budget adjustments to our major categories. The BDD staff will continue to closely collaborate with its partners, the City of Santa Fe, the County of Santa Fe and Las Campanas Entities in determining the best allocation of costs to achieve maximum efficiency of the BDD water treatment facility.

Budget-Fixed & Variable Costs Analysis

The BDD's annual operating budget consists of fixed and variable costs, which are determined by percentage allocations contained in the Facility Operations and Procedures Agreement (FOPA). Santa Fe County is currently circulating an amendment to the Facility Operations and Procedures Agreement (FOPA) to change the percentage allocation for "Cost Sharing of Fixed OMR&R (Shared Facilities) – Section 20 of FOPA, due to acquisition of additional acre feet from Las Campanas Water & Sewer Cooperative. In anticipation that this amendment will be executed prior to the beginning of fiscal year 2015/16, the budget was been presented with the proposed percentage allocations, which only affects cost sharing among the County of Santa Fe and Las Campanas entities.

Cost Sharing (TABLE D)

Partner	Fixed (Shared Facilities)	Fixed (Separate Facilities)	Projected Volumetric Flow
City of Santa Fe	62.09%	75.33%	75%
Santa Fe County	28.85%	24.67%	20%
Las Campanas (Club)	5.38%	0%	5%
Las Campanas (Coop)	3.68%	0%	0%
	100%	100%	100%

Annual volumetric flow predictions provided by the partners are used as the basis for variable costs primarily related to chemicals, power, and solids management.

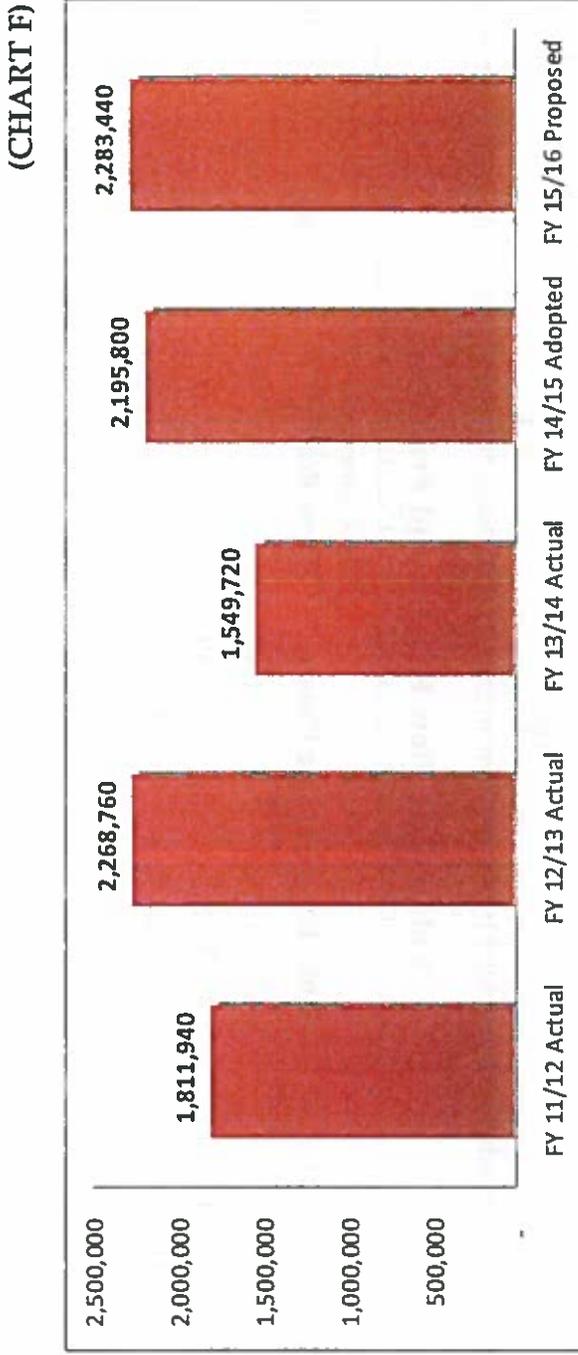
Volumetric Flow History and Predictions (TABLE E)

Volumetric Flow (acft)	Las Campanas			Total	Delivered	Increase
	City of Santa Fe	Santa Fe County	(Raw Water)			
FY2011/2012	4,765.10	436.18	150.37	5,351.65	98%	N/A
FY2012/2013	4,677.75	714.49	589.00	5,981.24	116%	12%
FY2013/2014	5,236.46	819.24	695.00	6,750.70	70%	13%
FY2014/2015	4,982.61	1,108.27	650.22	6,741.10	N/A	0%
FY2015/2016	5,223.00	1,436.00	350.00	7,009.00	N/A	4%
%	75%	20%	5%	100%		

% Percentage is used in calculation of partner share of variable costs

BDD has completed a budget analysis for FY2015/16, including historical data. The proposed budget for FY2015/16 is based on volumetric predictions of 2,283,440 gallons. This is a 4% increase in water delivery over the FY2014/15 predicted water call.

Total gallons delivered in 1,000's (includes raw water)



BDD's budget development utilizes several complex cost accounting models to determine solids management, power, and chemical costs, which make up 25% of the total FY2015/16 proposed budget. Variable costs are associated with the amount of water delivered and are closely related to raw water quality. Raw water carrying elevated levels of solids require increased chemical dosing, create increased maintenance activities, and result in greater solids management costs. Power costs are directly influenced by varying on-peak and off-peak rates.

BUCKMAN DIRECT DIVERSION REGIONAL WATER PLANT

*UNAUDITED RESULTS - ACCRUAL BASIS - BEST ESTIMATES

Expenditures	FY2014/15	FY2015/16	City of Santa Fe	Santa Fe County	Las Campanas	Total
	Adopted Budget	Proposed Budget	Fe	County	Campanas	
Chemical Expenditures	\$ 327,283	\$ 250,000	\$ 195,000	\$ 55,000	\$ -	\$ 250,000
Electric Expenditures*	1,361,255	1,188,000	891,200	247,632	49,168	1,188,000
All Other Expenditures	5,349,065	5,179,400	3,726,146	1,330,706	122,548	5,179,400
Total Operating Expenditures	\$7,037,603	\$6,617,400	\$4,812,346	\$1,633,338	\$ 171,716	\$6,617,400
Operational Efficiencies						
Total gallons raw water in 1,000's	211,798	211,810	-	97,760	114,050	211,810
Total Cost per 1,000 gallons	\$ 1.62	\$ 1.22	\$ -	\$ -	\$ 1.51	
Electric Cost per 1,000 gallons	\$ 0.51	\$ 0.06	\$ -	\$ 0.49	\$ 0.43	
Total gallons finished water in 1,000's	1,984,000	2,071,630	1,701,400	370,230	-	2,071,630
Total Cost per 1,000 gallons	\$ 3.37	\$ 2.87	\$ 2.83	\$ 4.41	\$ -	
Electric Cost per 1,000 gallons	\$ 0.56	\$ 0.45	\$ 0.52	\$ 0.54	\$ -	
Chemical Cost per 1,000 gallons	\$ 0.16	\$ 0.12	\$ 0.11	\$ 0.15	\$ -	
Monthly Average Costs	\$ 586,467	\$ 551,450	\$ 401,029	\$ 136,112	\$ 14,310	\$ 551,450
*Excludes Solar Rebate Revenue Received						

Programs

As the focal point for key resource decisions, the budget process is a powerful tool. The *National Advisory Council for State and Local Budgeting* (NACSLB) was created in 1997 to provide assistance to governments to improve their budgeting processes. In fulfilling that role, the NACSLB set forth a voluntary framework that provides budgeting guidance for state and local governments. The NACSLB established “Best Budgeting Practices” (BBP) which link budget decisions to desired outcomes consistent with organizational goals. This budget incorporates many BBP’s set forth by NACSLB.

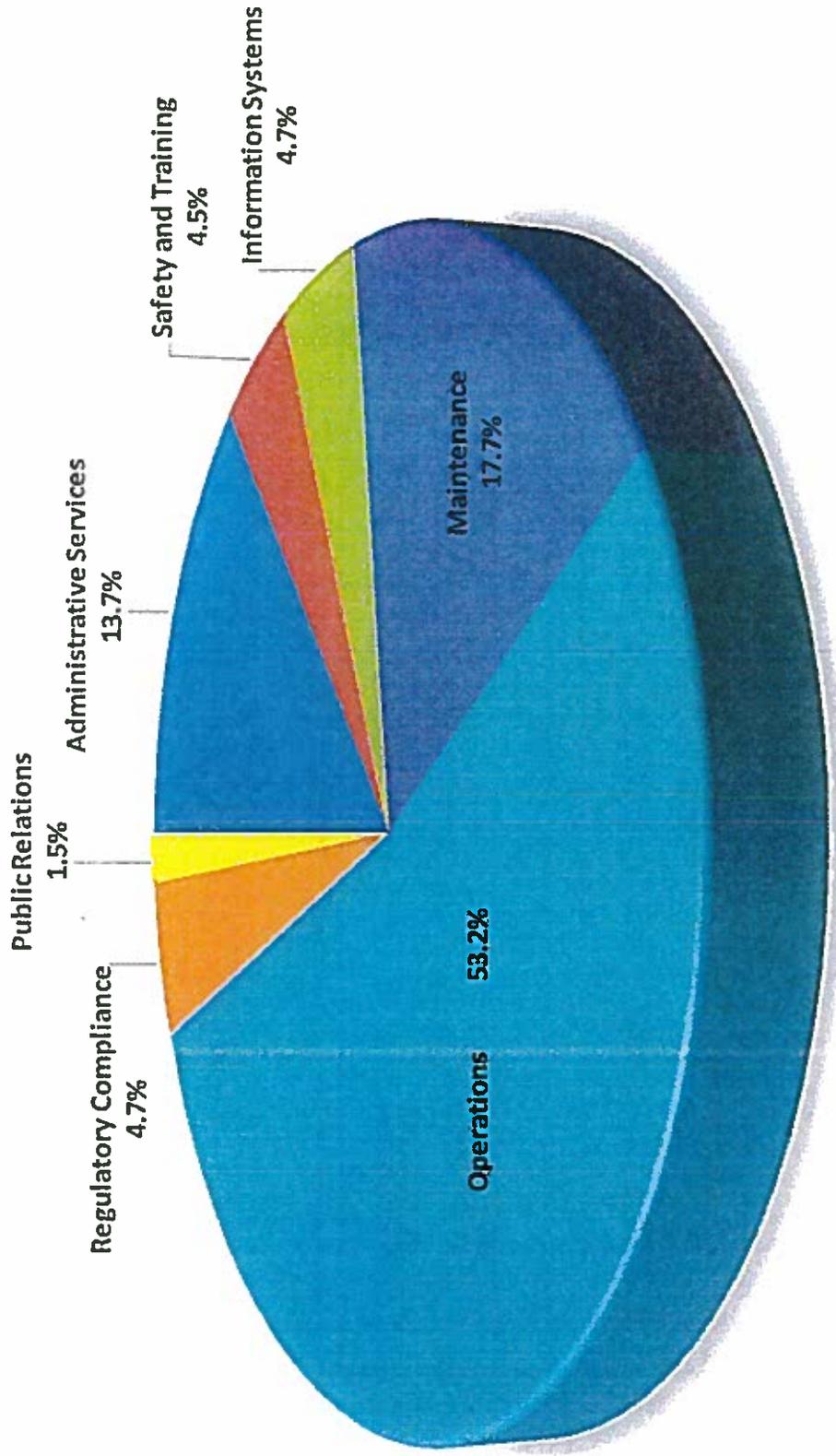
While local governments struggle with declining revenues, *Outcome-based* budgeting has become an increasingly important national budgeting standard. This type of advanced budgeting links resources to key business strategies and performance indicators. This “performance-based” approach connects key financial decisions to interdependent concepts of strategy, planning, business execution and measurement. Hence, this budget document contains more than a tabulation of financial figures. Rather than narrowly focusing on expenditures, we’ve established a structure for measuring the “value” citizens receive for their dollars by quantifying organizational achievement. In other words, the heart of this budget centers on determining how well the BDD executes its core business functions. We’ve shifted the focus from “paying for costs” to “buying results”. In addition, this budget simultaneously unifies our financial planning efforts with the *High Performance Organization* (HPO) principles which have become thriving core values of the BDD’s working culture.

The BDD is divided into six (7) key Programs with explicit business functions as shown in Figure 1. Each Program was developed to support specific goals and objectives. These business activities encompass all functions necessary to operate the regional water treatment plant, maintain full regulatory compliance, execute Fiscal Agent responsibilities, and optimize infrastructure investments through comprehensive asset management.

Key Program	Business Function
1. Operations	Produce high quality drinking water
2. Regulatory Compliance	Provide full compliance with State and Federal water quality standards
3. Asset Management and Maintenance	Provide cost-effective maintenance services to BDD Operations and optimize infrastructure life-cycle costs
4. Safety and Training	Provides full compliance with State and Federal Health and Safety Regulations
5. Administrative Services	Provides general oversight and management support. Provides accounting, budgeting, procurement and payroll services as well as records
6. Information Systems	Provides automation security and communications services
7. Public Relations	Provides public outreach and awareness

Key Programs and Cost Allocation Percentages

(CHART II)



The expenditure budgets for these seven key programs are presented below and in the Performance Report. Total program funding includes all employee wages and benefits for full time equivalents employees, and associated overhead expenses. These key programs incorporate all business expenses necessary to execute core business functions, and allow the reader to understand how limited resources are allocated within the project. In the Performance Reports section, expenditure budgets are linked to specific strategic initiatives and performance measures.

(TABLE I)

BUCKMAN DIRECT DIVERSION REGIONAL WATER PLANT

*UNAUDITED RESULTS - ACCRUAL BASIS - BEST ESTIMATES

	FY2013/14		FY2013/14		FY2013/14		FY2014/15		FY2015/16		S Change	
	Adopted Budget	Unaudited 6/30/14	Unaudited 6/30/14	Variance to Actual S (Under) or Over Budget	Adopted Budget	Proposed Budget	Adopted Budget	Proposed Budget	FY15/16 vs FY14/15	FY15/16 vs FY14/15	FY15/16 vs FY14/15	FY15/16 vs FY14/15
Expenditures by Program:												
1. Operations (18 FTE)	\$ 3,426,576	\$ 3,230,165	\$ 3,230,165	\$ (196,411)	\$ 3,593,573	\$ 3,589,473	\$ 3,593,573	\$ 3,589,473	\$ (-4,100)			
2. Regulatory Compliance (2 FTE)	498,691	303,894	303,894	(194,797)	316,567	313,373	316,567	313,373	(3,194)			
3. Asset Management & Maintenance (7 FTE)	1,144,195	1,038,251	1,038,251	(105,944)	953,385	1,191,590	953,385	1,191,590	238,205			
4. Safety and Training (1 FTE)	276,757	207,931	207,931	(68,826)	285,771	305,497	285,771	305,497	19,726			
5. Administrative Services (3 FTE)	1,106,179	1,058,185	1,058,185	(47,994)	911,638	920,987	911,638	920,987	9,349			
6. Information Systems (2 FTE)	416,053	409,078	409,078	(6,975)	320,222	319,629	320,222	319,629	(593)			
7. Public Relations (1 FTE)	65,655	21,941	21,941	(43,714)	78,844	99,451	78,844	99,451	20,607			
Total Expenditures by Program (34 FTE)	6,934,107	6,269,445	6,269,445	(664,662)	6,460,000	6,740,000	6,460,000	6,740,000	280,000			
Fiscal Agent Fee	103,496	103,496	103,496	-	64,600	67,400	64,600	67,400	2,800			
Total	\$ 7,037,603	\$ 6,372,941	\$ 6,372,941	(664,662)	\$ 6,524,600	\$ 6,807,400	\$ 6,524,600	\$ 6,807,400	\$ 282,800			

Emergency Reserve Fund (ERF)

The Project Management and Fiscal Services Agreement, Article 3. (E.) requires the BDD Board create an Emergency Reserve Fund, and establish procedures for its management. The Emergency Fund provides immediate reserves for unforeseen or catastrophic infrastructure failures that render facilities unable to deliver water at the needed capacity. The Project Manager, in consultation with the partners, must submit to the BDD Board an analysis of the funds required for an emergency reserve and suggest procedures for creation of and management of the Emergency Fund.

The BDD Board previously approved the Emergency Reserve Fund as part of the FY 2011/12 Budget. The BDD pre-bills the partners on a monthly basis for these costs.

The Emergency Reserve Fund is currently funded at our target balance of \$2,000,000; therefore we will not request any additional contributions in FY15/16 and will replenish dollars as they are spent in accordance to our policy.

Emergency Reserve Fund (TABLE J)

Emergency Fund	City of Santa Fe	Santa Fe County	Las Campanas	Balance
Contributions as of FY14/15	1,306,335	466,283	227,382	2,000,000

Major Repair and Replacement Fund (RRF)

The BDD Board also previously approved the Major Repair and Replacement Fund as part of the FY11/12 Budget. The BDD pre-bills the partners on a monthly basis for these costs.

The Major Repair and Replacement Fund will receive the annual contribution of \$411,804 for FY15/16. This will increase the balance from \$1,235,428 to \$1,647,232 by the end of fiscal 2015/16. The BDD has hired an engineering firm to develop an asset management plan, which includes identifying all assets, estimated life cycle, preventive maintenance and cost replacement analysis. This data will be used in future requests to support any potential adjustments to contributions to the Major Repair and Replacement Fund.

Major Repair and Replacement Fund Balance

(TABLE K)

Major Repair & Replacement Fund	City of Santa Fe	Santa Fe County	Las Campanas Entities	Balance
Contributions as of FY14/15	875,530	306,134	53,764	1,235,428

Major Repair and Replacement Fund FY15/16 Contributions

(TABLE L)

Major Repair & Replacement Fund	City of Santa Fe	Santa Fe County	Las Campanas (Club)	Las Campanas (Coop)	Total
Annual Contribution	291,840	106,162	7,083	6,719	411,804

Summary

With this submittal, the Project Manager requests the Buckman Direct Diversion Board to approve and recommend the funding for our Fiscal Year 2015-2016 Operating Budget of \$6,617,400 plus the annual contribution of \$411,804 for the Major Repair and Replacement Fund, for a total request of \$7,029,204. With your approval, the BDD will also budget \$190,000 of the PNM solar rebates, increasing our total budget to \$7,219,204. We appreciate all the input and support from our partners and our Buckman Direct Diversion Board members.

FY 2015/2016 Funding Allocation

(TABLE M)

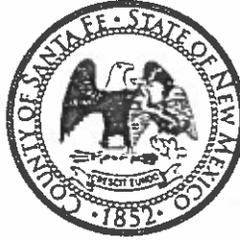
Funds	City of Santa Fe	Santa Fe County	Las Campanas (Club)	Las Campanas (Coop)	Total
Operating Fund	\$ 4,812,346	\$ 1,633,338	\$ 121,839	\$ 49,877	\$ 6,617,400
Major Repair & Replacement	291,840	106,162	7,083	6,719	411,804
	<u>\$ 5,104,186</u>	<u>\$ 1,739,500</u>	<u>\$ 128,922</u>	<u>\$ 56,596</u>	<u>7,029,204</u>
			PNM Solar Rebates		190,000
					<u>\$ 7,219,204</u>



Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

TO: Board of County Commissioners

FROM: Teresa C. Martinez, Finance Director 

DATE: January 12, 2015

SUBJECT: **Approval of Audited Comprehensive Annual Financial Report for FY 2014**

ISSUE:

Pursuant to Section 2.2.2.10 K. (3) (d) of 2.2.2 NMAC *Requirements for Contracting and Conducting Audits of Agencies*, it is required that the financial audit report be presented to the Board of County Commissioners at a public meeting for approval.

BACKGROUND AND SUMMARY:

Santa Fe County has completed its Fiscal Year 2014 Comprehensive Annual Financial Report (CAFR). Included in this report are the results of the annual audit. Santa Fe County engaged in a contract with Axiom Certified Public Accountants to conduct the annual audit of the County's financial statements for the fiscal year ending June 30, 2014. As part of the required annual audit, our auditors issue three reports:

1. Independent Auditor's Report (pages 13-15)
2. Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards (pages 231-232)
3. Independent Auditor's Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by OMB Circular A-133 (pages 233-235)

A summary outlining the audit results consists of the following:

- ❖ The independent auditors' report expressed an unmodified or "clean" opinion on the financial statements and on compliance requirements for the major federal award programs of the County.
- ❖ During FY 14, the County resolved seven of the nine prior year findings. The status of prior year findings and questioned costs can be found on page 245. Complete details of all the findings and the and the County's responses may be found on pages 239-245, and are summarized as follows:

1. 13-01 –Prior Period Adjustment (Material Weakness) – revised and repeated

Summary & Response

This is a revised and repeated finding that is a result of material audit adjustments in Capital Assets. The Finance Department recognizes the areas that were impacted and has begun to establish a reconciliation process which tracks capital projects specific to roads. Further explanation is given in regards to corrective action in pages 239-240 of the report.

2. 13-02 – Payroll Disbursements Transaction Cycle (Other Matters) – revised and repeated

Summary & Response

This is a revised and repeated finding pertaining to payroll disbursements transaction control cycle. The auditors noted that the gross pay of two employees did not calculate correctly. The staff corrected the specific payroll code in the payroll system to no longer allow for the blending of rates for shift differentials. The correction of the payroll code will prevent the miscalculation of gross pay.

3. 14-01 – Special Tests (noncompliance – other matters)

Summary & Response

During the testing of tenant participation funds, the auditors noted that a current agreement was not in effect with the related residence councils for the fiscal year. Staff established current agreements and has implemented a mechanism to track all agreements entered into. Annually, housing staff will ensure that an updated agreement is in place.

4. 14-02 – Procurement (noncompliance – other matters)

Summary & Response

Testing revealed four procurements where the County was not in compliance with New Mexico statute. Statute requires that an official determination setting out the reasons for a multiple source award be completed and maintained. This determination should further indicate the multiple contracts that may be awarded, the number of contracts and the description of services or construction to be performed under each contract. Staff will update policies to require that memos are maintained in the procurement files.

The following summarizes prior year findings that were eliminated during the current fiscal year:

1. 13-03 Information Technology – IT Security Risks and Backup Retention Plan
2. 13-04 Reporting (Public Housing Capital Fund CFDA #14.872)
3. 13-05 Davis Bacon (Public Housing Capital Fund CFDA #14.872)
4. 13-06 Suspension and Debarment (Public Housing Capital Fund CFDA #14.872)
5. 13-07 Reporting (Section 8 Housing Choice Vouchers CFDA #14.871)
6. 13-08 Reporting (High Intensity Drug Trafficking Area CFDA #95.001)
7. 13-09 Expenditures in Excess of Budget

REQUESTED ACTION:

The Finance Division hereby requests acceptance and approval of Santa Fe County’s audited CAFR for the fiscal year ending June 30, 2014.