

2014-0194-PW/MS

AIA[®] Document A105[™] – 2007

Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project

AGREEMENT made as of the _____ day of _____ in the year 2014

BETWEEN the Owner:

Santa Fe County New Mexico political subdivision
102 Grant Avenue
P.O. Box 276
Santa Fe, New Mexico 87504-0276

and the Contractor:

Blueline Construction, Inc.
P.O. Box 28666
Santa Fe, New Mexico
87592-8666

for the following Project:

2014-0194-PWMS Sanitary Sewer Improvements at Santa Fe County Public Works Facility, located at 424 NM Hwy 599 (Frontage Road), Santa Fe, New Mexico 87504. Construction of a gravity sewer line and sewer service connections; installation of a pre-fabricated pump lift station and associated lines, connections and electrical services; and repair of disturbed road and parking lot paving in accordance with the specifications and the contract documents.

The Architect:

Lorn Tryk Architects, P.C.
206 McKenzie Street
Suite F-2
Santa Fe, New Mexico, 87501

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

State or local law may impose requirements on contracts for home improvements. If this document will be used for Work on the Owner's residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.

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User Notes:

(1399683161)

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE
3	CONTRACT SUM
4	PAYMENT
5	INSURANCE
6	GENERAL PROVISIONS
7	OWNER
8	CONTRACTOR
9	ARCHITECT
10	CHANGES IN THE WORK
11	TIME
12	PAYMENTS AND COMPLETION
13	PROTECTION OF PERSONS AND PROPERTY
14	CORRECTION OF WORK
15	MISCELLANEOUS PROVISIONS
16	TERMINATION OF THE CONTRACT
17	OTHER TERMS AND CONDITIONS

ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings prepared by the Architect dated 11/18/2103, included as Attachment 1.
- .3 written orders for changes in the Work issued after execution of this Agreement; and

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4 Construction of this project will be in accordance with applicable New Mexico building codes, the New Mexico Construction Industries Division, the New Mexico Standard Specifications for Public Works Construction, 1987 Edition, the National Electric Code, 2011 Edition (NEC), and the New Mexico Department of Transportation Standard Specifications for Roads and Bridges Construction, 2007 Edition, as supplemented by General Provisions, Special Provisions, and Supplemental Specifications.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The number of calendar days available to the Contractor to substantially complete the Work is the Contract Time. The Effective Date of this Agreement is the date of the last party's signature. The date of commencement of the Work shall be the date of this Agreement unless otherwise indicated below. The Contractor shall substantially complete the Work, no later than
(Paragraphs deleted)
sixty (60) working days from the date indicated in the Notice to Proceed issued by the Owner.

The date of commencement shall be the date indicated in the Notice to Proceed issued by the Owner. Liquidated damages in the amount of \$200.00 per calendar day shall be assessed after the date of Substantial Completion as adjusted by any Change Orders until issuance of the Certificate of Substantial Completion.

ARTICLE 3 CONTRACT SUM

§ 3.1 Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

Forty Seven Thousand Nine Hundred Sixty-Nine Dollars and Sixty Cents (\$47,969.60) exclusive of New Mexico Gross Receipts Tax.

(Table deleted)
(Paragraphs deleted)

§ 3.3 Unit prices, if any, are included as Exhibit A attached herein.

§ 3.4 Allowances included in the Contract Sum, if any, are as follows: No Allowances.
(

§ 3.5 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner: No Alternates

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§ 3.6 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

ARTICLE 4 PAYMENT

§ 4.1 Based on Contractor's Applications for Payment certified by the Owner, the Owner shall pay the Contractor, in accordance with Article 12.

Owner shall issue payment of all undisputed amounts no later than twenty-one (21) days from the date the Owner receives the Contractor's application for payment.

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

1.5 % per month

ARTICLE 5 INSURANCE

Type of Insurance

§ 5.1 Prior to the Owner's issuance of the Notice to Proceed, the Contractor shall provide Contractor's general liability and other insurance certificates and requirements as follows:

The limits for Workers' Compensation and Employer's Liability insurance shall be as follows:

- A. Workers' Compensation:
 - 1. State: Statutory
 - 2. Applicable Federal Statutory
- B. Employer's Liability:
 - \$500,000 per Accident
 - \$500,000 Disease, Policy Limit
 - \$500,000 Disease, Each Employee

The limits for Commercial General Liability Policy, including coverage for Premises-Operations, Independent Contractors' Protective, Products-Completed Operations, Contractual Liability, Personal Injury and Broad Form Property Damage (including coverage for Explosion, Collapse and Underground hazards) shall be as follows:

- \$1,050,000 Each Occurrence
- \$2,100,000 General Aggregate
- \$2,100,000 Personal and Advertising Injury
- \$2,100,000 Products-Completed Operations Aggregate

1. The policy shall be endorsed to have the General Aggregate apply to this Project only.
2. The Contractual Liability insurance shall include coverage sufficient to meet the obligations in Paragraph 8.12.
3. Products Completed Operations insurance shall be maintained for a minimum period of at least one year after final payment.

Automobile Liability insurance (owned, non-owned and hired vehicles) for bodily injury and property damage shall be \$2,000,000, Each Accident

A. Contractor shall carry insurance to protect itself and Santa Fe County from and against all claims, demands, actions, judgments, costs, expenses and liabilities which may arise or result direct or indirectly from or by reason of loss, injury or damage related to the Project. Santa Fe County shall be named as an additional insured to this policy. The Contractor shall file with the Santa Fe County current certificates evidencing public liability insurance with limits not less than as provided in the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-29, and as that section or successors section may be amended from time to time. The Contractor shall also carry such insurance as it deems necessary to protect it from all claims under any Workmen's Compensation Law in effect that may be applicable to the Contractor. All insurance required by this Contract shall be kept and remain in full force and effect for the entire term of this Contract.

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B. The insurance shall include Worker's Compensation, employer liability, comprehensive general liability (Premises-Operations, independent contractors, products and completed operations, broad form property insurance, contractual liability, explosion and collapse hazard, underground hazard, personal injury) comprehensive automobile liability (owned and hired), excess liability (umbrella form), and all-risk builder's risk.

C. At a minimum, all insurance coverage must be maintained for the life of the Project. Products and complete operations coverage shall be maintained for the minimum period of one (1) year after final payment

Type of Bonds	Limit of liability (\$0.00)
Performance Bond	100% of Contract Sum
Payment Bond	100% of Contract Sum

(Paragraph deleted)

§ 5.3 The Contractor shall obtain an endorsement to its general liability insurance policy to cover the Contractor's obligations under Section 8.12.

§ 5.4 The Contractor shall provide valid certificates of insurance showing its respective coverages prior to commencement of the Work.

(Paragraph deleted)

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 THE CONTRACT

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 THE WORK

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, services and permits, fees, tie-in fees for all utilities provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 INTENT

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

Documents and instruments of service prepared by the Architect will become property of the Owner. The Owner shall retain all common law, statutory and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner.

ARTICLE 7 OWNER

§ 7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents (see 6.2), the Owner shall obtain and pay for other necessary approvals, easements, assessments and charges.

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§ 7.2 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted by the Owner to deduct the cost of correction from payments due the Contractor.

§ 7.4 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

§ 7.4.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

ARTICLE 8 CONTRACTOR

§ 8.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents including the Architect's specifications and all requirements of the Owner.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Owner.

§ 8.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's information a Contractor's construction schedule for the Work.

§ 8.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 8.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the names of subcontractors or suppliers for the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner has made a timely and reasonable objection.

§ 8.4 LABOR AND MATERIALS

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 WARRANTY

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will

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be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

§ 8.5.1 Upon completion of construction of the project, the Contractor shall furnish a written warranty of workmanship for a period of one (1) year from the date of Substantial Completion.

§ 8.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.

§ 8.7 PERMITS, FEES AND NOTICES

§ 8.7.1 The Contractor shall obtain and pay for the permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Owner in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

§ 8.8 SUBMITTALS

The Contractor shall promptly review, approve in writing and submit to the Owner Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 8.9 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner.

§ 8.10 CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery and surplus material; and shall properly dispose of waste materials.

§ 8.12 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Owner's agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 OWNER

§ 9.1 The Owner will provide administration of the Contract as described in the Contract Documents.

§ 9.2 The Owner will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Owner will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Owner will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

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§ 9.4 Based on the Owner's observations and evaluations of the Contractor's Applications for Payment, the Owner will review and certify the amounts due the Contractor.

§ 9.5 The Owner may reject Work that does not conform to the Contract Documents or Owner's specifications and requirements for the Project.

§ 9.6 The Owner will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 The Owner will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request from the Contractor.

(Paragraphs deleted)

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly in writing approved by the Santa Fe County Manager or Santa Fe County Board of County Commissioners.

(Paragraph deleted)

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment as agreed to by the Owner.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 CONTRACT SUM

The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 APPLICATIONS FOR PAYMENT

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Owner an itemized Application for Payment for Work completed in accordance with the values stated in the Agreement. Such Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 12.3 CERTIFICATES FOR PAYMENT

The Owner will, within a period of no longer than twenty-one (21) days after receipt of an undisputed Application for Payment, either issue payment of the undisputed amount to the Contractor or notify the Contractor in writing of the Owner's reasons for withholding any disputed portion. .

§ 12.4 PROGRESS PAYMENTS

§ 12.4.1 Upon receipt of an undisputed Application for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 SUBSTANTIAL COMPLETION

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Work is substantially complete, the Owner will make arrangements with the Contractor to complete an inspection to determine whether the Work is substantially complete. When the Owner determines that the Work is substantially complete the Owner shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and Contractor, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 FINAL COMPLETION AND FINAL PAYMENT

§ 12.6.1 Upon receipt of a final Application for Payment, the Owner will inspect the Work. When the Owner finds the Work acceptable and the Contract fully performed, the Owner will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Owner releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury or loss to employees on the Work, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Owner as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement and additional testing.

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§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 TESTS AND INSPECTIONS

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Owner requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections or approvals that do not become requirements until after the Contract is executed.

§ 15.3 GOVERNING LAW

The Contract shall be governed by the laws of the State of New Mexico.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 TERMINATION BY THE CONTRACTOR

If the Owner fails to make payment as provided in Section 12.3 days the Contractor may, upon seven (7) additional days' written notice to the Owner terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 TERMINATION BY THE OWNER FOR CAUSE

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the cost to the Owner to finish the Work exceeds the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 TERMINATION BY THE OWNER FOR CONVENIENCE

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

Katherine Miller 3-11-14

OWNER (Signature) _____ Date
Katherine Miller
Santa Fe County Manager
(Printed name, title)

CONTRACTOR (Signature) _____ Date

(Printed name,)
LICENSE NO.: NM # 94001

APPROVED AS TO FORM

Stephen C. Ross 3/10/14

Stephen C. Ross Date
Santa Fe County Attorney

FINANCE DEPARTMENT APPROVAL

Teresa C. Martinez 3/10/14

Teresa C. Martinez Date
Santa Fe County Finance Director

(Row deleted)

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ARTICLE 17 OTHER TERMS AND CONDITIONS

§ 17.1 Appropriations and Authorizations. This Contract is contingent upon sufficient appropriations and authorizations being made for performance of this Contract by the Board of County Commissioners 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 Contract shall terminate upon written notice by Owner to Contractor. Such termination shall be without penalty to Owner, and Owner shall have no duty to pay Contractor for expenditures made in the performance of this Contract after the date of termination. Owner is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by Owner. The Owner's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Contract shall be final and not subject to challenge by Contractor in any way or forum including a lawsuit.

§ 17.2 §10.3 is supplemented with the following: If Owner concludes or Contractor recommends that a change or amendment to this Contract is required, a Change Order may be issued to reflect and document such consequences. An equitable adjustment may be made in the contract sum or contract time, or both, to the extent that they are attributable to unanticipated or unforeseen occurrences that were not shown or indicated with reasonable accuracy in this Contract and that Contractor did not know of and could not reasonably have been expected to be aware or have anticipated. The allowance for the combined overhead (general administration overhead, supervision, project insurance, submittal preparation and processing) and profit included in the total cost of a Change Order shall be based on the following schedule:

Entity Performing Work	Value of Work to be performed	
	\$0- \$5,000.00	\$5,000.00 or more
Contractor for work performed by own forces	15%	12%
Contractor for work performed by subcontractor	5%	3%
Subcontractor for work performed by own forces	10%	7%
Subcontractor for work performed by sub-subcontractor	5%	3%

- A. All Change Orders are required to be documented and substantiated as follows:
- 1) All changes that involve increased labor costs must show documentation of approved hourly rates for the Contractor, its crew and/or subcontractors and its crew that were incorporated into this Contract (Wage Determination or tables of wages Contractor is paying to all its crew and subs.
 - 2) All changes that involve additional or different materials must be supported by a copy of the supplier's invoice(s) and/or quote to the Contractor including actual costs, overhead and profit within the limits described above, and other fees and costs applied to the materials.
 - 3) All changes to the scope of work or the Contractor's duties must be fully justified and explained in narrative form.
 - 4) All changes involving work or supplies provided by sub-contractors must be supported by items 1-4 above.

§ 17.3 The Architect will not be providing construction oversight. Construction oversight and construction contract administration services will be provided by the Owner's Project Manager. This Agreement entered into as of the day and year first written above.

Santa Fe County

Contractor: Blueline Construction, Inc.
 PO Box 28666
 Santa Fe, NM 87592-8666

Brian K. McClintock 3/10/14

OWNER (Signature) _____ Date _____
Katherine Miller
Santa Fe County Manager
(Printed name, title)

CONTRACTOR (Signature) _____ Date _____
BRIAN K. McCLINTOCK, VP
(Printed name,)
LICENSE NO.: NM # 94001
BLUELINE CONSTRUCTION, INC.

APPROVED AS TO FORM

 3/10/14
Stephen C. Ross _____ Date _____
Santa Fe County Attorney

FINANCE DEPARTMENT APPROVAL

Teresa C. Martinez _____ Date _____
Santa Fe County Finance Director

(Row deleted)

init.

EXHIBIT A
CONTRACTOR'S BID SHEETS

IFB #2014-0194-PW/MS
SANITARY SEWER IMPROVEMENTS
 Bid Sheets

BID ITEM NO.	SHORT DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXTENDED PRICE
1	MOBILIZATION & PERMITTING Unit Cost Written in Words Nine Hundred and fifty dollars and no/cents	LS	1	Unit Cost Written in Numbers \$ 950.00	Extended Price Written in Numbers \$ 950.00
	Dollars & Cents			Dollars & Cents	
2	CONSTRUCTION SURVEYING & STAKING Unit Cost Written in Words One Thousand and no/cents	LS	1	Unit Cost Written in Numbers \$ 1,000.00	Extended Price Written in Numbers \$ 1,000.00
	Dollars & Cents			Dollars & Cents	
3	TESTING & QUALITY CONTROL Unit Cost Written in Words One Thousand seven hundred and fifty and no/cents	LS	1	Unit Cost Written in Numbers \$ 1,750.00	Extended Price Written in Numbers \$ 1,750.00
	Dollars & Cents			Dollars & Cents	
4	REMOVE & REPLACE EXISTING PAVEMENT Unit Cost Written in Words Sixty dollars and seventy five cents	SY	66	Unit Cost Written in Numbers \$ 60.75	Extended Price Written in Numbers \$ 4,009.50
	Dollars & Cents			Dollars & Cents	
5	TRENCH EXCAVATION & BACKFILL Unit Cost Written in Words Nine Dollars and Seventy five cents	LF	513	Unit Cost Written in Numbers \$ 9.75	Extended Price Written in Numbers \$ 5,001.75
	Dollars & Cents			Dollars & Cents	
6	INSTALL 4" ASTM D3034 SDR 35 SEWER PIPE Unit Cost Written in Words Five dollars and ninety five cents	LF	493	Unit Cost Written in Numbers 5.95	Extended Price Written in Numbers 2,933.35
	Dollars & Cents			Dollars & Cents	

BID ITEM NO.	SHORT DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXTENDED PRICE
7	INSTALL 4" ASTM D3034 SDR 35 FITTINGS Unit Cost Written in Words Five hundred and fifty dollars and no/cents	LS	1	Unit Cost Written in Numbers \$ 550.00	Extended Price Written in Numbers \$ 550.00
	Dollars & Cents			Dollars & Cents	Dollars & Cents
8	INSTALL 4" ASTM D3034 SDR 35 SINGLE CLEANOUT Unit Cost Written in Words Six hundred and seventy five dollars and no/cents	EA	3	Unit Cost Written in Numbers \$ 675.00	Extended Price Written in Numbers \$ 2,025.00
	Dollars & Cents			Dollars & Cents	Dollars & Cents
9	INSTALL 4" ASTM D3034 SDR 35 DOUBLE CLEANOUT Unit Cost Written in Words One thousand eight hundred and fifty dollars and no/cents	EA	2	Unit Cost Written in Numbers \$ 1,850.00	Extended Price Written in Numbers \$ 3,700.00
	Dollars & Cents			Dollars & Cents	Dollars & Cents
10	GRAVITY CONNECTION TO EXISTING SEWER LINE Unit Cost Written in Words Five hundred and fifty dollars and no/cents	EA	1	Unit Cost Written in Numbers \$ 550.00	Extended Price Written in Numbers \$ 550.00
	Dollars & Cents			Dollars & Cents	Dollars & Cents
11	FORCEMAIN CONNECTION TO EXISTING SEWER LINE Unit Cost Written in Words Six hundred dollars and no/cents	EA	1	Unit Cost Written in Numbers \$ 600.00	Extended Price Written in Numbers \$ 600.00
	Dollars & Cents			Dollars & Cents	Dollars & Cents
12	INSTALL 4" WYE W/ DOUBLE CLEANOUT Unit Cost Written in Words Six hundred dollars and no/cents	EA	2	Unit Cost Written in Numbers 600.00	Extended Price Written in Numbers 1,200.00
	Dollars & Cents			Dollars & Cents	Dollars & Cents

BID ITEM NO.	SHORT DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXTENDED PRICE
13	INSTALL DUPLEX GRINDER PUMP SYSTEM (Complete -in-Place) Unit Cost Written in Words Seventeen Thousand seven hundred and fifty dollars and no/cents	LS	1	Unit Cost Written in Numbers	Extended Price Written in Numbers
	\$ 17,750.00			\$ 17,750.00	
	Dollars & Cents			Dollars & Cents	Dollars & Cents
14	60 AMP ELECTRIC SERVICE TO GRINDER PUMP (Complete -in-Place) Unit Cost Written in Words Five Thousand nine hundred and fifty dollars and no/cents	LS	1	Unit Cost Written in Numbers	Extended Price Written in Numbers
	\$ 5,950.00			\$ 5,950.00	
	Dollars & Cents			Dollars & Cents	Dollars & Cents
BASE BID TOTAL IN NUMBERS				\$	47,969.60
Forty seven thousand, nine hundred and sixty nine dollars & sixty cents					Dollars & Cents

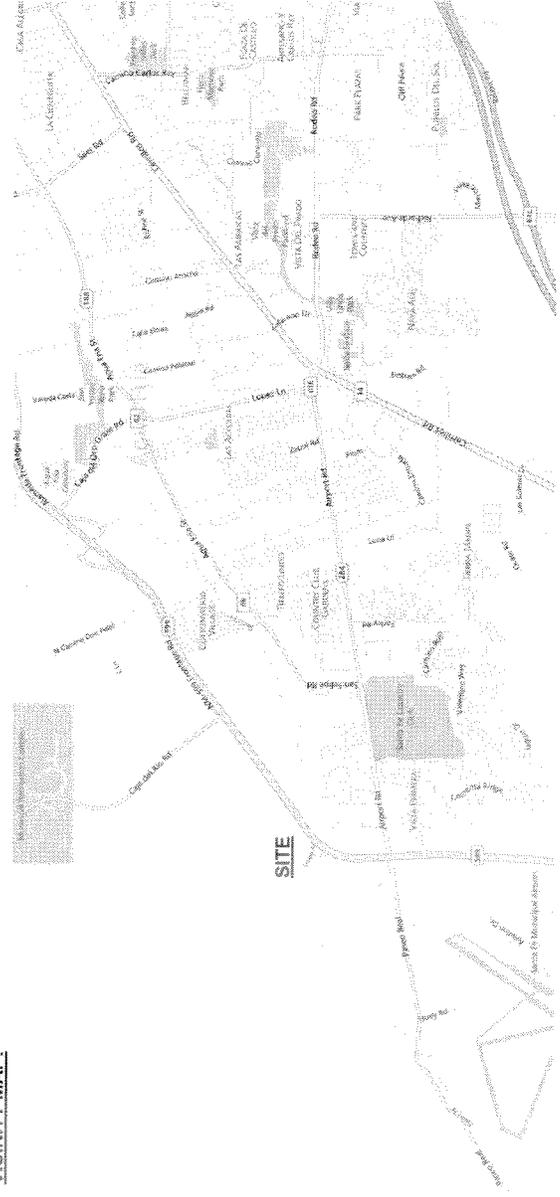
ATTACHMENT 1

**Grinder Pump, Sewer Service, Line Drawings and Electrical Service
Drawings**

Santa Fe County Public Works

Grinder Pump Installation and Associated Site Work

VICINITY MAP:



Sheet Number	Sheet Name
A0	Cover
C1	Sanitary Sewer Upgrades
E1	Electrical Site Plan
E2	Electrical Plan

Cover

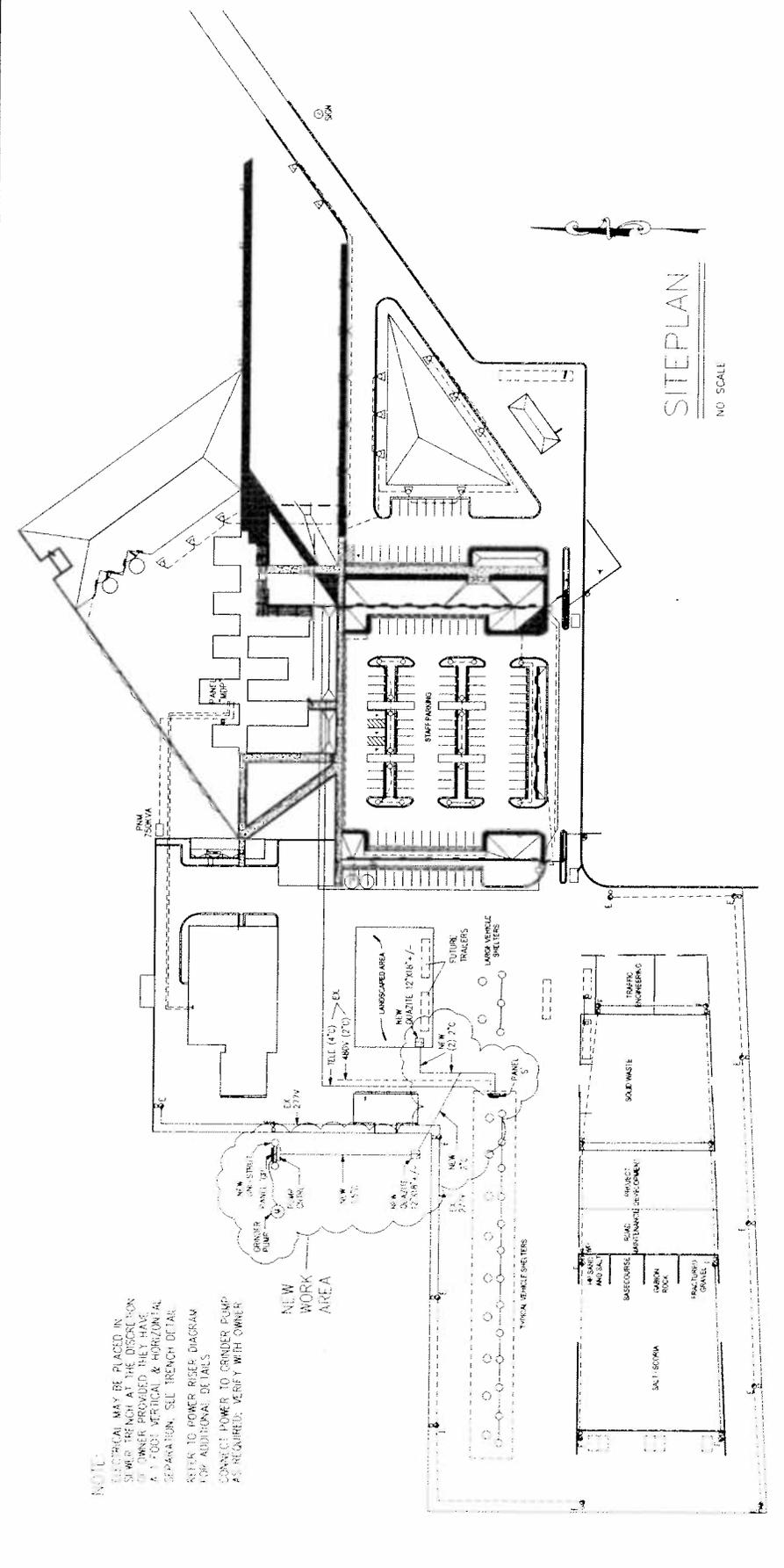
A0

Santa Fe County Public Works
GRINDER PUMP INSTALLATION

LORN TRYK ARCHITECTS
206 McKenzie, Suite F2
Santa Fe, New Mexico 87501
E-Mail: mail@ltryk.com
Telephone: 505-982-5340
Fax: 505-982-5393



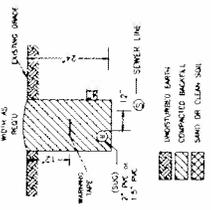
Date: _____
Revision: _____
Drawn by: _____
Checked by: _____
Project number: _____



SITEPLAN
 NO SCALE

NOTE:
 ELECTRICAL MAY BE PLACED IN
 SEWER TRENCH AT THE DISCRETION
 OF OWNER PROVIDED THEY HAVE
 A 1:100 VERTICAL & HORIZONTAL
 SEPARATION. SEE TRENCH DETAIL
 REFER TO POWER RISES DIAGRAM
 FOR ADDITIONAL DETAILS.
 CONNECT POWER TO GRINDER PUMP
 AS REQUIRED. VERIFY WITH OWNER.

SECONDARY ELECTRIC TRENCH DETAIL



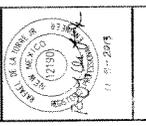
- 1) IN SOME CASES WHERE OTHER UTILITIES ARE
 PRESENT, GREATER BURIAL DEPTH WILL BE
 REQUIRED.
- 2) ENCASE IN CONCRETE IF MINIMUM BURIAL ARE
 NOT MET FOR THE ELECTRICAL CONDUITS.
- 3) INSTALL 1/4" PULL ROPS IN ALL CONDUITS.
- 4) OWNER RESPONSIBLE FOR PROTECTING PROJECT &
 OWNER WARE TO PROTECT PROJECT.
- 5) TRENCH MAY BE SHARED WITH SEWER LINE
 AT THE DISCRETION OF OWNER PROVIDED
 THE TRENCH IS FULLY HORIZONTAL SEPARATION.
- 6) CALL FOR ALL UTILITIES PRIOR TO TISSING
 OR EXCAVATING.
- 7) THESE UTILITIES TO BE A SIGNIFICANT AMOUNT
 OF UTILITIES. COORDINATE
 INSTALLATION WITH OWNER.

- 10) ALL DISCONNECT SWITCHES, STATUSES, AND OTHER
 CONTROLLED DEVICES SHALL BE PROTECTED EQUIPMENT
 ENCASED IN CONCRETE. PANELS SHALL BE INSTALLED ON AND PANEL
 LOCATION TO BE PROVIDED BY ARCHITECT.
- 11) ALL PANEL DISCONNECTS SHALL BE IDENTIFIED NOT HAND
 WRITTEN. PANEL DISCONNECTS SHALL INCLUDE SPECIFIC
 EQUIPMENT INFORMATION PER NEC 2011 ARTICLE 110.22.
- 12) VERIFY EXACT LOCATION WITH ARCHITECT &
 OWNER PRIOR TO INSTALLATION.
- 13) VERIFY EXACT CONNECTION & INSTALLATION FOR OWNER
 PUMP & CONTROL WITH OWNER DRAWINGS.
- 14) CONTACT THE ONE-CALL OR UTILITY LOCATES PRIOR TO
 INSTALLATION. NOTE THERE ARE MANY OTHER ELECTRICAL
 UNDERGROUND UTILITIES NOT SUBJECT TO ONE-CALL LOCATES.

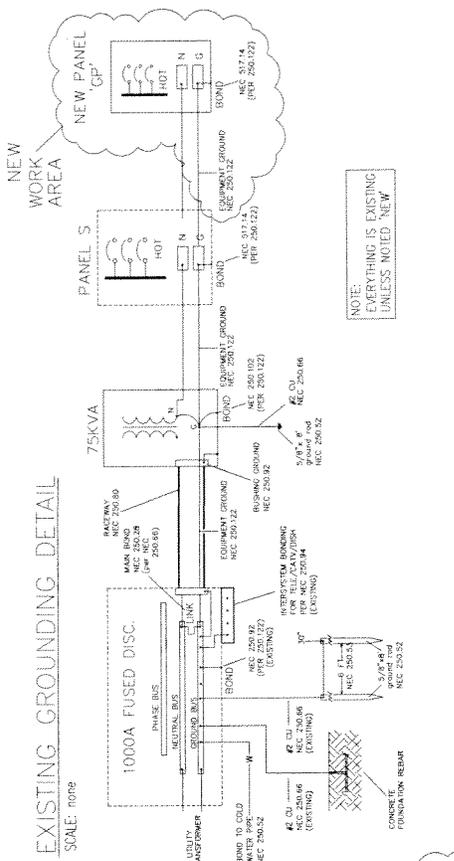
- 15) ALL FINAL CONNECTIONS TO MECHANICAL EQUIPMENT
 SHALL BE PERFORMED USING RELEASABLE METALLIC CONNECT
 CONNECTIONS TO MECHANICAL EQUIPMENT ON THE
 BUILDING SHALL USE THE FOLLOWING: ALL BUILDING
 RELEASABLE CONNECT.
- 16) ALL FINAL CONNECTIONS TO MECHANICAL EQUIPMENT
 SHALL BE PERFORMED USING RELEASABLE METALLIC CONNECT
 CONNECTIONS TO MECHANICAL EQUIPMENT ON THE
 BUILDING SHALL USE THE FOLLOWING: ALL BUILDING
 RELEASABLE CONNECT.
- 17) ALL NEW MATERIAL SHALL HAVE A UL LABEL OR AN NRTL
 APPROVED EQUIPMENT LABEL.
- 18) ALL FINAL CONNECTIONS TO MECHANICAL EQUIPMENT
 SHALL BE PERFORMED USING RELEASABLE METALLIC CONNECT
 CONNECTIONS TO MECHANICAL EQUIPMENT ON THE
 BUILDING SHALL USE THE FOLLOWING: ALL BUILDING
 RELEASABLE CONNECT.

- 19) ALL NEW MATERIAL SHALL HAVE A UL LABEL OR AN NRTL
 APPROVED EQUIPMENT LABEL.
- 20) ALL FINAL CONNECTIONS TO MECHANICAL EQUIPMENT
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 BUILDING SHALL USE THE FOLLOWING: ALL BUILDING
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- 21) ALL NEW MATERIAL SHALL HAVE A UL LABEL OR AN NRTL
 APPROVED EQUIPMENT LABEL.
- 22) ALL FINAL CONNECTIONS TO MECHANICAL EQUIPMENT
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 BUILDING SHALL USE THE FOLLOWING: ALL BUILDING
 RELEASABLE CONNECT.

- 23) ALL NEW MATERIAL SHALL HAVE A UL LABEL OR AN NRTL
 APPROVED EQUIPMENT LABEL.
- 24) ALL FINAL CONNECTIONS TO MECHANICAL EQUIPMENT
 SHALL BE PERFORMED USING RELEASABLE METALLIC CONNECT
 CONNECTIONS TO MECHANICAL EQUIPMENT ON THE
 BUILDING SHALL USE THE FOLLOWING: ALL BUILDING
 RELEASABLE CONNECT.



EXISTING GROUNDING DETAIL
 SCALE: 1/8"=1'-0"



PANELBOARD SCHEDULE "S" EXISTING PANEL

Description	QTY	BREAKER TYPE	GENERAL COMMENTS
GENERAL LIGHTS	2	20A-1P	EXISTING
GENERAL RECEPTACLES	2	20A-1P	EXISTING
TIME CLOCK	1	20A-1P	EXISTING
OFFICE TRAILERS	2	100A-2P	EXISTING
NEW PANEL CP	1	60A-2P	NEW BREAKER

Mounting Surface
 Feed Bottom
 Door-In-Door No
 Location: SATEL
 Fed From: 75KVA

NOTE: GRINDER PUMP ADDS 1 HP TO ELECTRICAL LOAD AT PANEL 'S' OR 5 AMPS AT 208V.

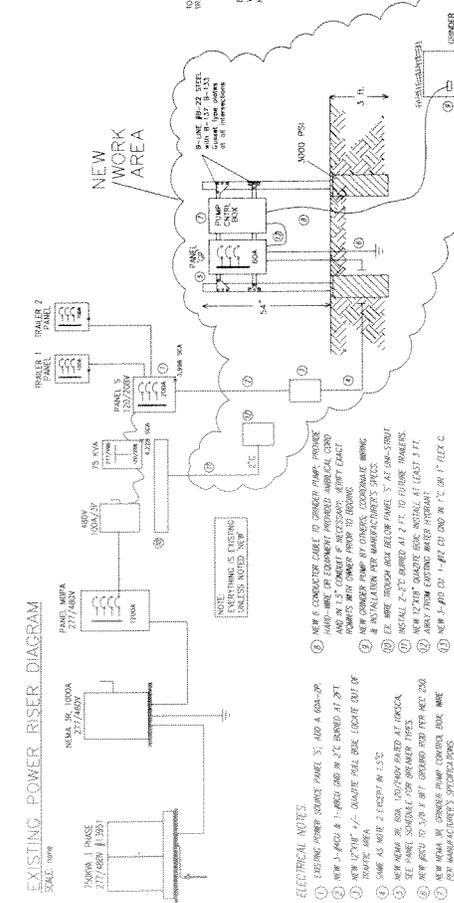
PANELBOARD SCHEDULE "CP" NEW PANEL

Description	QTY	BREAKER TYPE	GENERAL COMMENTS
NEW GRINDER PUMP (1HP)	1	30A-2P	
SPARE RECEPTS	4	20A-1P	

Mounting Surface
 Feed Bottom
 Door-In-Door No
 Location: Near Pump
 Fed From: 'S'

NOTE: GRINDER PUMP LOAD IS 5 AMPS AT 208V.

EXISTING POWER RISER DIAGRAM
 SCALE: 1/8"=1'-0"



FAULT STUDY CALCULATIONS

75 KVA $I = 208 \text{ AMPS}$ $M = 4.32$ $Z = 20.32$
 $I = 208 \times 1.73 = 360.96$
 $I = 360.96 \times 4.32 = 1561.55$
 $I = 1561.55 \times 20.32 = 31730.5$
 $I = 31730.5 \times 1 = 31730.5$
 $I = 31730.5 \times 0.945 = 30000$
 THEREFORE, PANEL 'CP' RATED AT 10KSCA

ELECTRICAL LOAD CALCULATIONS

SANTA FE COUNTY PUBLIC WORKS BUILDING

Date	Measured KWH	Calculated KWH	MAX AMPS AT 125% (@480V)
Oct-13	30000	69.0	100.8
Nov-13	31200	70.0	108.3
Dec-13	26150	87.9	132.2
Jan-14	20280	74.0	147.9
Feb-14	27440	73.0	143.2
Mar-14	24080	80.9	121.7
Apr-14	28540	74.0	149.5
May-14	38900	83.0	130.4
Jun-14	40000	90.0	148.8
Jul-14	43200	92.0	142.2
Aug-14	44800	85.0	150.5
Sep-14	41840	88.0	145.3

PANEL MDP RATING: 10000 AMPS
 Load Calculated per NEC 220.87
 KWHs provided by PNM

NOTE: GRINDER PUMP ADDS 1 HP TO ELECTRICAL LOAD OR 3 AMPS AT 277V.

- ELECTRICAL NOTES**
- EXISTING POWER SERVICE PANEL 'S' AND A 60A-2P HAMP-IMP OR EQUIVALENT PROVIDED AMBICAL CIRCUIT BREAKERS WITH 100% RATED CIRCUIT BREAKERS.
 - NEW 100A 2P 120/208V 3-Ø 4W/3Ø 4W/3Ø PANEL 'S' TO BE INSTALLED AT THE GRINDER PUMP LOCATION.
 - NEW 100A 2P 120/208V 3-Ø 4W/3Ø 4W/3Ø PANEL 'CP' TO BE INSTALLED AT THE GRINDER PUMP LOCATION.
 - NEW 100A 2P 120/208V 3-Ø 4W/3Ø 4W/3Ø PANEL 'S' TO BE INSTALLED AT THE GRINDER PUMP LOCATION.
 - NEW 100A 2P 120/208V 3-Ø 4W/3Ø 4W/3Ø PANEL 'CP' TO BE INSTALLED AT THE GRINDER PUMP LOCATION.
 - NEW 100A 2P 120/208V 3-Ø 4W/3Ø 4W/3Ø PANEL 'S' TO BE INSTALLED AT THE GRINDER PUMP LOCATION.
 - NEW 100A 2P 120/208V 3-Ø 4W/3Ø 4W/3Ø PANEL 'CP' TO BE INSTALLED AT THE GRINDER PUMP LOCATION.