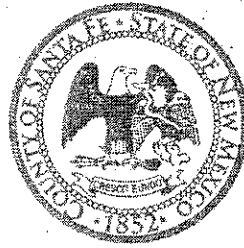


Henry P. Roybal
Commissioner, District 1

Anna Hansen
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Anna T. Hamilton
Commissioner, District 4

Ed Moreno
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: *October 10, 2018*

TO: *Board of County Commissioners*

FROM: *Bill Taylor, Procurement Manager*

VIA: *Katherine Miller, County Manager*
Michael K. Kelly, Public Works Director
Stephanie S. Clarke, Finance Director

ITEM AND ISSUE: BCC MEETING OCTOBER 30, 2018

Approval of Multiple Source, Multiple Year, and Indefinite Quantity Contracts Nos. 2018-0288-A-PW/MAM, and 2018-0288-B-PW/MAM to Provide Installation of Roadway Guardrails, Barrier Cable & Component Services for Existing County Road Improvements and Maintenance Projects; Granting Signature Authority to the County Manager to Sign the Purchase Orders, (Bill Taylor, Purchasing Division)

Issue:

Santa Fe County Purchasing Division on behalf of the Public Works Department issued an Invitation for Bid (IFB) No. 2018-0288-PW/MAM to request prices for the installation of metal barriers (guardrails) along County roads on an as needed basis.

It is the intent of the County to establish a multiple source award contracts pursuant to Section 13-1-153 NMSA 1978, for an indefinite quantity of products and services to meet the County's responsibility for maintenance of road infrastructure within the exterior boundaries of Santa Fe County. The term for each agreement will be four (4) year terms.

County Resolution 2014-143 Establishing Signature Authorization, indefinite quantity and multiple term agreements require BCC approval.

Section 13-1-154-1 B., NMSA 1978 establishes the indefinite quantity contracts pursuant to a price agreement for multiple projects under a single Invitation for Bid.

The IFB was issued on August 19 & 20, 2018 and the Bids were received on September 19, 2018. Two Bids were received by the following Offerors:

No. 2018-0288-A-PW/MAM ACCI dba Valley Fence Company
No. 2018-0288-B-PW/MAM San Bar Construction Corporation

Albuquerque, NM
Albuquerque, NM

The County Purchasing Division is requesting contract award to ACCI dba Valley Fence Company and San Bar Construction Corporation.

BACKGROUND

Installation and or repair of guardrails is an integral part of any transportation system used to prevent vehicles from leaving the roadway and striking a fixed object or terrain feature that is less forgiving than striking the barrier itself. Safety conditions and maintenance is of paramount importance for the drivers that use County roads. Santa Fe County has approximately 169 miles of roadways. The Installation of roadway guardrail services will be used on these roads on an as needed basis.

ACTION REQUESTED

Board of County Commissioner's approval of multiple source, multiple year and indefinite quantity Agreement Nos. 2018-0288-A & B-PW/MAM to provide roadway guardrail, barrier cable and component services for existing county road improvements and maintenance projects and granting signature authority to the County Manager to sign the purchase order.

**PRICE AGREEMENT
WITH ACCI dba VALLEY FENCE COMPANY
FOR INSTALLATION OF ROADWAY GUARDRAILS,
BARRIER CABLE & COMPONENTS SERVICES**

THIS AGREEMENT is made and entered into this ____ day of _____, 2018 by and between **Santa Fe County**, a political subdivision of the state of New Mexico (hereinafter "the County") and **ACCI dba Valley Fence Company**, located at 1932 Coors SW, Albuquerque, N.M. 87121 (hereinafter the "Contractor.")

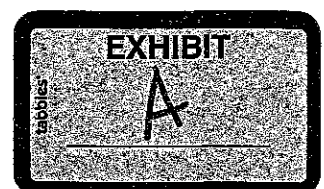
IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. DEFINITIONS

- A. **"County"** shall mean the County of Santa Fe, New Mexico.
- B. **"Using Department or Department"** shall mean a Department of Santa Fe County.
- C. **"Purchase Order"** shall mean a fully executed Purchase Document issued by the County Purchasing Department that specifies the items and services to be provided by the Contractor.
- D. **"Price Agreement"** means this indefinite quantity Price Agreement which requires the Contractor to provide the items and services to a Using Department which issues a Purchase Order.
- E. **"Price"** means the prices paid by the County and its Departments for the installation of roadway guardrails, barrier cable and components services for the Public Works as described in Attachment A.

2. GOODS TO BE PROVIDED

- A. **Purchase.** Attachment A of this Price Agreement is the prices for the Contractor's services and deliverables. Attachment A also indicates any specifications required for the items that are subject of this Price Agreement.
- B. **Items Listed on Attachment A.** The County may issue Purchase Orders for the purchase of the services and items listed on Attachment A. Any service ordered by the County must be an item described on Attachment A. All orders issued hereunder must bear both an order number and the number of this Price Agreement No. 2018-0288-PW/MAM.
- C. **Quantities.** It is understood that this is an indefinite quantity Price Agreement and the County may purchase any quantity of the items and services listed on Attachment A on an as-needed basis. No guarantee or warranty is made or implied that any order for any definite quantity of items be issued under this Price Agreement. The Contractor is required to accept the Purchase Order and furnish the item(s) and service.
- D. **Specifications.** The items furnished under this Price Agreement shall meet or exceed the specifications provided in IFB No. 2018-0288-PW/MAM including all Addenda. Orders issued pursuant to this Agreement must show the applicable Price Agreement items/services(s) and price(s).
- E. **Delivery and Billing Instructions.**
 - 1. The Contractor shall deliver the items in accordance with the County's instructions. The Contractor shall also deliver, with the items ordered, an invoice listing the order number and the Price Agreement number.



2. Whenever the Department does not accept any deliverable and returns it to the Contractor all related documentation furnished by the Contractor shall also be returned.
3. The Department will inform the Contractor within five business days that a deliverable is unacceptable by the Department.
4. Prices listed in Attachment A, for each item, shall be the fixed prices and rates for the items and services.

3. PAYMENT. All payments under this Price Agreement are subject to the following provisions:

- A. Inspection.** Final inspection and acceptance of a deliverable shall be made by the Using Department.
- B. Acceptance.** In accordance with NMSA 1978, Section 13-1-158, the Using Department shall determine if the services and deliverables meet specifications and will accept the services or deliverables if they meet specifications. No payment shall be made for any service until the service has been accepted in writing by the Using Department. Unless otherwise agreed upon, between the Department and the Contractor within 30 days from the delivery and receipt of services or deliverable, the Using Department shall issue a written certification of complete or partial acceptance or rejection of any service or deliverable. Unless the Using Department gives notice of partial acceptance or rejection within the time specified in Paragraph 2 above, the services or deliverables will be deemed to have been accepted.
- C. Issuance of Orders.** Only written, signed and properly executed Purchase Orders are valid under this Price Agreement.
- D. Payment.** County shall pay Contractor on an invoice received from Contractor within 30 days from the date the County approves the invoice.
- E. Taxes.** Applicable gross receipts taxes or local option tax(es) shall be included on each invoice and shown as a separate item on each invoice. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and must be reported under the Contractor's federal and county tax identification number(s). If the Using Department is exempt from the New Mexico gross receipts tax or local option taxes for the transaction, the Using Department shall provide the Contractor written evidence of such exemption(s).

4. TERM OF THIS AGREEMENT. This Price Agreement shall become effective on the date last signature written by the parties hereto below and shall terminate four years later, unless earlier terminated pursuant Section 6 (Termination) or Section 11 (Appropriations).

5. CANCELLATION.

- A. The County reserves the right to cancel without cost to the County all or any part of any order placed under this Price Agreement if the services or deliverables fail to meet the requirements of this Price Agreement.
- B. The failure of the Contractor to perform its obligations under this Price Agreement shall constitute a default of this Price Agreement.
- C. The Contractor may be excused from performance if the Contractor's failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor, unless the County shall determine that the item, to be furnished by a sub-

contractor, is obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

- D. Such causes of excuse include, but are not limited to, acts of God or the public enemy, acts of the County or Federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above.
- E. The County may cancel all, or any part, of any order without cost to the County if the Contractor fails to meet material provisions of the order and the Contractor shall be liable for any excess costs incurred by the County that is associated with such default.

6. TERMINATION.

- A. **For Convenience.** Consistent with applicable New Mexico laws, this Price Agreement may be terminated by the County, without penalty, at any time prior to the termination date of this Price Agreement. County will provide at least 20 days prior written notice to the Contractor of the date of termination. Notice of Termination of this Price Agreement shall not affect any outstanding order(s) issued under this Price Agreement prior to the effective date of termination for convenience by the County.
- B. **For Cause.** Either party may terminate this Agreement for cause based upon material breach of this Agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If, within 30 days, after receipt of a written notice, the breaching party has not corrected the breach or, in the case of a breach which cannot be corrected in 30 days, begin and proceed in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the Agreement effective immediately. The non-breaching party shall retain any and all other remedies available to it under the law.

7. AMENDMENT. Except for amendment affecting price(s), this Price Agreement may be amended by mutual agreement of the County and the Contractor upon written notice by either party to the other. Any such amendment shall be in writing and signed by the parties hereto. 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.

8. ASSIGNMENT. Contractor shall not sell, assign, pledge, transfer, or otherwise convey any of its rights or interests in this Price Agreement.

9. NON-COLLUSION. In signing this Price Agreement, the Contractor certifies it has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with its offer and this Price Agreement.

10. RECORDS. During the term of this Price Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services or deliverables provided. These records shall be subject to inspection by the Department, the County and State Auditor and other appropriate County authorities. The County shall have the right to audit billings both before and after payment. Payment under this Price Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.

11. APPROPRIATIONS. The terms of this Price Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Price Agreement. If sufficient appropriations and authorization are not made, this Price Agreement, and any orders placed under it, shall terminate upon written notice being given to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

12. CONFLICT OF INTEREST. The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with any performance required under this Price Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

13. APPROVAL OF CONTRACTOR'S REPRESENTATIVES. The County reserves the right to require a change in Contractor is representatives if the assigned representatives are not, in the opinion of the County, serving the needs of the County adequately.

14. SCOPE OF AGREEMENT, MERGER. This Price Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and all such covenants, agreements and understandings have been merged into this written Price Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Price Agreement.

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

16. INDEMNIFICATION. The Contractor shall hold the County and its Departments, agencies and employees harmless and shall indemnify the County and its agencies and employees against any and all claims, suits, actions, liabilities and cost of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees, or sub-contractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the Department, its officers or employees.

17. THIRD PARTY BENEFICIARY. This Price Agreement was not intended to and does not create any rights in any persons not a party hereto.

18. NEW MEXICO TORT CLAIMS ACT. No provision of this Price Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by the County and its Departments or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

19. INSURANCE.

- A. 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.
- B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Price Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000 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 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 Price Agreement is an insured contract. Santa Fe County shall be named an additional insured on the policy.
- C. Worker's Compensation Insurance. The Contractor shall comply with the provisions of the Worker's Compensation Act.
- D. Increased Limits. If, during the life of this Price 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 Contractor shall increase the maximum limits of any insurance required herein.

20. APPLICABLE LAW. This Price Agreement shall be governed by the laws of the State of New Mexico.

21. CHOICE OF LAW. This Price Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. The parties agree that the exclusive forum for any litigation between them arising out of or related to this Price Agreement shall be in the First Judicial District Court of New Mexico, located in Santa Fe County, New Mexico.

22. INVALID TERM OR CONDITION/SEVERABILITY. The provisions of this Price Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Price Agreement is determined to be invalid by a court or department or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of the Price Agreement, which can be given effect without the invalid provision.

23. ENFORCEMENT OF AGREEMENT. A party's failure to require strict performance of any provision of this Price Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by party or any of its rights under this Price Agreement shall be effective unless express and in writing, and not effective waiver by a party of any of its right shall be effective to waive any other rights.

24. SURVIVAL. The Provisions of the following listed paragraphs shall survive termination of this Price Agreement: Delivery & Billing Instructions; Records; Indemnification; Applicable Law; and Survival.

25. NOTICES. Either party may give written notice to the other party in accordance with the terms of this Price Agreement. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the County:

Santa Fe County Public Works
John Baca, Traffic Manager
102 Grant Avenue
PO Box 276
Santa Fe, New Mexico 87504-0276

To the Contractor:

ACCI dba VALLEY FENCE COMPANY
Attn: Paul J. Chavez
1932 Coors SW,
Albuquerque, NM 87121

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Price Agreement. The carrier for mail delivery and notices shall be the agent of the sender.

IN WITNESS WHEREOF, the parties have executed this Price Agreement as of the date of last signature by the parties below.

SANTA FE COUNTY:

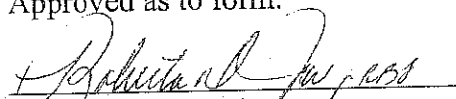
Anna Hansen, Chair
Santa Fe County Board of County Commissioners

ATTESTATION:

Geraldine Salazar,
Santa Fe County Clerk

Date

Approved as to form:

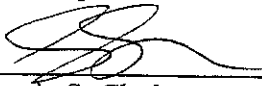


R. Bruce Frederick

10-1-18

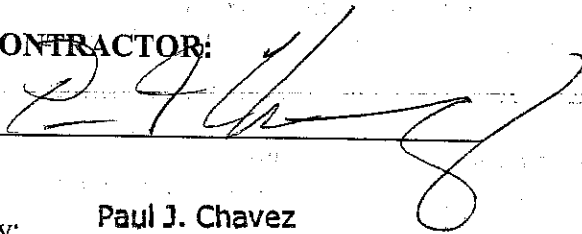
Date

Finance Department:


Stephanie S. Clarke
Finance Director

10/4/18
Date

CONTRACTOR:


By: Paul J. Chavez
(Print Name)

10-3-18
Date

Its: President
(Print Title)

ATTACHMENT A BID SHEET

Please offer your best price for all bid items based on the unit price indicated below to include all costs for labor, equipment, tools, materials, federal tax, permits, licenses, fees and any other items necessary to complete the services. Be advised that award may be made without discussion with Bidders.

Item	Approx. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
1	45	SF	Class A concrete repairs as specified by the Sq. Ft. – Repairs are for chipped-out concrete sections from wingwalls etc.	\$3.75	Three dollars & seventy five cents
2	1500	LF	Metal Barrier, W-Beam Installation	\$21.14	Twenty one dollars & fourteen cents
3	20	LF	Cor-Ten W-Beam Metal Barrier Installation	\$25.43	Twenty five dollars & forty three cents
4	500	LF	Metal Barrier, Three Beam Installation	\$49.83	Forty nine dollars & eighty three cents
5	20	LF	Cor-Ten Three Beam Metal Barrier Installation	\$58.95	Fifty eight dollars & ninety five cents
6	2	EA	W Beam end anchor	\$1,100.00	One thousand one hundred dollars & no cents
7	1	EA	Driveway end anchor	\$1,300.00	One thousand three hundred dollars & no cents

Item	Approx. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
8	100	LF	Curved Guardrail Installation, radius as specified by the County to include all parts, materials and labor	\$28.50	Twenty eight dollars & fifty cents
9	20	LF	Cor-Ten Curved Guardrail Installation; radius as specified by the County to include all parts, materials and labor	\$29.54	Twenty nine dollars & fifty four cents
10	10	CY	Earthwork equipment compacting; to be determined by cross sections of excavated area	\$60.00	Sixty dollars & no cents
11	500	EA	Post Leavouts if post are restrained by rock, asphalt, or concrete, per each post	\$46.96	Forty six dollars & ninety six cents
12	2	CY	Guardrail Pad Installation	\$750.00	Seven hundred dollars and fifty cents
13	3	EA	ET Plus Guardrail End Treatment-Type 1 50 foot, installed per manufacturer's recommendations and Standard Drawing, including prismatic sheeting on extruder head	\$2,465.00	Two thousand four hundred sixty five dollars & no cents
14	1	EA	ET Plus Guardrail End Treatment-Type 1 50 foot, installed per manufacturer's recommendations and Standard Drawing, including prismatic sheeting on extruder head (extruder head finished to match Con-Ten Rail)	\$3,290.00	Three thousand two hundred ninety dollars & no cents
15	3	EA	ET Plus Guardrail End Treatment - Type 2 37 foot 6 inch, installed as per manufacturer's recommendations and Standard Drawings, including prismatic	\$2,280.00	Two thousand two hundred eighty dollars & no cents

			sheeting on extruder head		
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Item	Approx. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
16	1	EA	ET Plus Guardrail End Treatment – Type 2 37 foot 6 inch, installed per manufacturer's recommendations and Standard Drawing, including prismatic sheeting on extruder head (extruder head finished to match Cor-Ten rail)	\$3,105.00	Three thousand one hundred five dollars & no cents
17	3	EA	Fleat 350 Flared End Treatment – Type 2 installed per manufacturer's recommendations and Standard Drawing, including prismatic sheeting on extruder head	\$2,465.00	Two thousand four hundred sixty five dollars & no cents
18	1	EA	Fleat 350 Flared End Treatment – Type 2 installed per manufacturer's recommendations and Standard Drawing, including prismatic sheeting on extruder head (extruder head finished to match Cor-Ten rail)	\$3,290.00	Three thousand two hundred ninety dollars & no cents
19	3	EA	SKT 350 Guardrail End Treatment – Type 1 installed per manufacturer's recommendations and Standard Drawing, including prismatic sheeting on extruder head	\$2,465.00	Two thousand four hundred sixty five dollars and no cents
20	1	EA	SKT 350 Guardrail End Treatment – Type 1 installed per manufacturer's recommendations and Standard Drawing, including prismatic sheeting on extruder head (extruder head finished to match Cor-Ten rail)	\$3,290.00	Three thousand two hundred ninety dollars & no cents
21	500	LF	Installation of W-Beam Metal Barrier provided by Santa Fe County and delivered to site	\$4.99	Four dollars & ninety nine cents

22	10	EA	Prismatic Grade Sheeting for Extruder Heads	\$25.00	Twenty five dollars & no cents
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Item	Approx. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
23	500	LF	Removal of Salvageable Metal Barrier, including posts and components, stockpiled at directed by Santa Fe County	\$4.00	Four dollars & no cents
24	200	LF	Remove and Rebuild existing Metal Barrier, Posts and Components as directed by Santa Fe County	\$9.35	Nine dollars & thirty five cents
25	30	Hour	Sequential Flashing Arrows Flashing Directional Arrows as required by Santa Fe County	\$20.00	Twenty dollars & no cents
26	20	LF	Three-Beam Metal Barriers Installation attaching transitions to Concrete Wall Barrier	\$90.00	Ninety dollars & no cents
27	20	LF	Three-Beam Metal Barrier Installation attaching transitions to Bridge Railing	\$90.00	Ninety dollars & no cents
28	25	LF	Nested Three-Beam Metal Barrier Installation	\$91.87	Ninety one dollars & eighty seven cents
29	30	LF	W-Beam Metal Barrier Installation attaching transitions to Bridge Railing	\$35.00	Thirty five dollars & no cents
30	500	FT	Wire Rope System Installation with Sleeved Posts (Trinity Cass) per manufacturer's recommendations	\$25.35	Twenty five dollars & thirty five cents
31	8	EA	End Treatment Complete Installation for Wire Rope System with Sleeved Posts (Trinity Cass)	\$4,950.00	Four thousand nine hundred fifty dollars & no cents

32	200	FT	Maintenance of Wire Rope System with Sleeved Posts (Trinity Cass)	\$13.25	Thirteen dollars & twenty five cents
33	5	EA	Repair of and Replacement of Damaged Line Post Footing (Trinity Cass)	\$117.00	One hundred seventeen dollars & no cents
Item	Approx. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
34	200	FT	Wire Rope System Installation with Sleeved Posts (Brifen) per manufacturer's recommendations	\$52.85	Fifty two dollars & eighty five cents
35	8	EA	End Treatment Complete for Wire Rope System Installation with Sleeved Posts (Brifen)	\$6,200.00	Six thousand two hundred dollars & no cents
36	200	FT	Maintenance of Wire Rope System with Sleeved Posts (Brifen)	\$13.80	Thirteen dollars and eighty cents
37	5	EA	Repair of and Replacement of Damaged Line Post Footing (Brifen)	\$115.00	One hundred fifteen dollars & no cents
38	200	EA	Wire Rope System Installation with Sleeved Posts (Safence) per manufacturer's recommendations	\$30.00	Thirty dollars & no cents
39	8	EA	End Treatment Complete for Wire Rope System Installation with Sleeved Posts (Safence)	\$5,200.00	Five thousand two hundred dollars & no cents
40	200	FT	Maintenance of Wire Rope System with Sleeved Posts (Safence)	\$14.90	Fourteen dollars & ninety cents
41	5	EA	Repair of and Replacement of Damaged Line Post Footing (Safence)	\$122.00	One hundred twenty two dollars & no cents

42	1	EA	Traffic Control – Two Lane Roadway with One-Lane Closure, Flagman and Pilot Car	\$240.00	Two hundred forty dollars & no cents
43	1	EA	Traffic Control – Inside Lanes/Median, Outside Lanes Operation for Multi-Lane Highways	\$275.00	Two hundred seventy five dollars & no cents

Item	Approx. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
44	100	Mile	Mobilization – one way, one-time travel mileage per work request as defined as continuous travel within the State of New Mexico by the shortest route from Contractor's designated base station (or entrance to the state from closest state line in the case of an out-of-state Contractor) to reach all jobsites in a single order and to be based upon map mileages. For requested delivery of removed materials to designated Santa Fe County yard, designated yard will be considered a work site for calculation purposes of the bid item. No payment will be made for Contractor's return to designated base station.	\$20.00	Twenty dollars & no cents

All bid item amounts are exclusive of NM gross receipts tax

BID SUBMITTED BY:

COMPANY NAME: _____

NAME: _____

SIGNATURE: _____

TITLE: _____

EMAIL ADDRESS: _____

DATE: _____

**PRICE AGREEMENT
WITH SAN BAR CONSTRUCTION CORPORATION
FOR INSTALLTION OF ROADWAY GUARDRAILS,
BARRIER CABLE & COMPONENTS**

THIS AGREEMENT is made and entered into this _____ day of _____, 2018 by and between **Santa Fe County**, a political subdivision of the state of New Mexico (hereinafter the "County") and **San Bar Construction Corporation**, located at 9101 Broadway SE, Albuquerque, N.M. 87105 (hereinafter the "Contractor.")

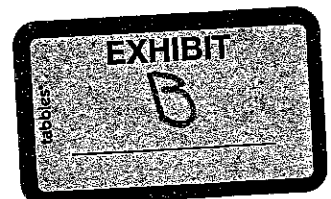
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- C. **"Purchase Order"** shall mean a fully executed Purchase Document issued by the County Purchasing Department that specifies the items and services to be provided by the Contractor.
- D. **"Price Agreement"** means this indefinite quantity Price Agreement which requires the Contractor to provide the items and services to a Using Department which issues a Purchase Order.
- E. **"Price"** means the prices paid by the County and its Departments for the installation of roadway guardrails, barrier cable and components as described in Attachment A.

2. GOODS TO BE PROVIDED

- A. **Purchase.** Attachment A of this Price Agreement is the prices for the Contractor's services and deliverables. Attachment A also indicates any specifications required for the items that are subject of this Price Agreement.
- B. **Items Listed on Attachment A.** The County may issue Purchase Orders for the purchase of the services and items listed on Attachment A. Any service ordered by the County must be an item described on Attachment A. All orders issued hereunder must bear both an order number and the number of this Price Agreement No. 2018-0288-PW/MAM.
- C. **Quantities.** It is understood that this is an indefinite quantity Price Agreement and the County may purchase any quantity of the items and services listed on Attachment A on an as-needed basis. No guarantee or warranty is made or implied that any order for any definite quantity of items be issued under this Price Agreement. The Contractor is required to accept the Purchase Order and furnish the item(s) and service.
- D. **Specifications.** The items furnished under this Price Agreement shall meet or exceed the specifications provided in IFB No. 2018-0288-PW/MAM including all Addenda. Orders issued pursuant to this Agreement must show the applicable Price Agreement items/services(s) and price(s).
- E. **Delivery and Billing Instructions.**
 - 1. The Contractor shall deliver the items in accordance with the County's instructions. The Contractor shall also deliver, with the items ordered, an invoice listing the order number and the Price Agreement number.



2. Whenever the Department does not accept any deliverable and returns it to the Contractor all related documentation furnished by the Contractor shall also be returned.
 3. The Department will inform the Contractor within five business days that a deliverable is unacceptable by the Department.
 4. Prices listed in Attachment A, for each item, shall be the fixed prices and rates for the items and services.
- 3. PAYMENT.** All payments under this Price Agreement are subject to the following provisions:
- A. Inspection.** Final inspection and acceptance of a deliverable shall be made by the Using Department.
 - B. Acceptance.** In accordance with NMSA 1978, Section 13-1-158, the Using Department shall determine if the services and deliverables meet specifications and will accept the services or deliverables if they meet specifications. No payment shall be made for any service until the service has been accepted in writing by the Using Department. Unless otherwise agreed upon, between the Department and the Contractor within 30 days from the delivery and receipt of services or deliverable, the Using Department shall issue a written certification of complete or partial acceptance or rejection of any service or deliverable. Unless the Using Department gives notice of partial acceptance or rejection within the time specified in Paragraph 2 above, the services or deliverables will be deemed to have been accepted.
 - C. Issuance of Orders.** Only written, signed and properly executed Purchase Orders are valid under this Price Agreement.
 - D. Payment.** County shall pay Contractor on an invoice received from Contractor within 30 days from the date the County approves the invoice.
 - E. Taxes.** Applicable gross receipts taxes or local option tax(es) shall be included on each invoice and shown as a separate item on each invoice. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and must be reported under the Contractor's federal and county tax identification number(s). If the Using Department is exempt from the New Mexico gross receipts tax or local option taxes for the transaction, the Using Department shall provide the Contractor written evidence of such exemption(s).
- 4. TERM OF THIS AGREEMENT.** This Price Agreement shall become effective on the date last signature by the parties hereto and shall terminate four years later, unless earlier terminated pursuant Section 6 (Termination) or Section 11 (Appropriations).
- 5. CANCELLATION.**
- A.** The County reserves the right to cancel without cost to the County all or any part of any order placed under this Price Agreement if the services or deliverables fail to meet the requirements of this Price Agreement.
 - B.** The failure of the Contractor to perform its obligations under this Price Agreement shall constitute a default of this Price Agreement.
 - C.** The Contractor may be excused from performance if the Contractor's failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor, unless the County shall determine that the item, to be furnished by a sub-

contractor, is obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

- D. Such causes of excuse include, but are not limited to, acts of God or the public enemy, acts of the County or Federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above.
- E. The County may cancel all, or any part, of any order without cost to the County if the Contractor fails to meet material provisions of the order and the Contractor shall be liable for any excess costs incurred by the County that is associated with such default.

6. TERMINATION.

- A. **For Convenience.** Consistent with applicable New Mexico laws, this Price Agreement may be terminated by the County, without penalty, at any time prior to the termination date of this Price Agreement. County will provide at least 20 days prior written notice to the Contractor of the date of termination. Notice of Termination of this Price Agreement shall not affect any outstanding order(s) issued under this Price Agreement prior to the effective date of termination for convenience by the County.
- B. **For Cause.** Either party may terminate this Agreement for cause based upon material breach of this Agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If, within 30 days, after receipt of a written notice, the breaching party has not corrected the breach or, in the case of a breach which cannot be corrected in 30 days, begin and proceed in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the Agreement effective immediately. The non-breaching party shall retain any and all other remedies available to it under the law.

7. AMENDMENT. Except for amendment affecting price(s), this Price Agreement may be amended by mutual agreement of the County and the Contractor upon written notice by either party to the other. Any such amendment shall be in writing and signed by the parties hereto. 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.

8. ASSIGNMENT. Contractor shall not sell, assign, pledge, transfer, or otherwise convey any of its rights or interests in this Price Agreement.

9. NON-COLLUSION. In signing this Price Agreement, the Contractor certifies it has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with its offer and this Price Agreement.

10. RECORDS. During the term of this Price Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services or deliverables provided. These records shall be subject to inspection by the Department, the County and State Auditor and other appropriate County authorities. The County shall have the right to audit billings both before and after payment. Payment under this Price Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.

11. APPROPRIATIONS. The terms of this Price Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Price Agreement. If sufficient appropriations and authorization are not made, this Price Agreement, and any orders placed under it, shall terminate upon written notice being given to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

12. CONFLICT OF INTEREST. The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with any performance required under this Price Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

13. APPROVAL OF CONTRACTOR'S REPRESENTATIVES. The County reserves the right to require a change in Contractor's representatives if the assigned representatives are not, in the opinion of the County, serving the needs of the County adequately.

14. SCOPE OF AGREEMENT, MERGER. This Price Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and all such covenants, agreements and understandings have been merged into this written Price Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Price Agreement.

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

16. INDEMNIFICATION. The Contractor shall hold the County and its Departments, agencies and employees harmless and shall indemnify the County and its agencies and employees against any and all claims, suits, actions, liabilities and cost of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees, or sub-contractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the Department, its officers or employees.

17. THIRD PARTY BENEFICIARY. This Price Agreement was not intended to and does not create any rights in any persons not a party hereto.

18. NEW MEXICO TORT CLAIMS ACT. No provision of this Price Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by the County and its Departments or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

19. INSURANCE.

- A. 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.
- B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Price Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000 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 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 Price Agreement is an insured contract. Santa Fe County shall be named an additional insured on the policy.
- C. Worker's Compensation Insurance. The Contractor shall comply with the provisions of the Worker's Compensation Act.
- D. Increased Limits. If, during the life of this Price 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 Contractor shall increase the maximum limits of any insurance required herein.

20. APPLICABLE LAW. This Price Agreement shall be governed by the laws of the State of New Mexico.

21. CHOICE OF LAW. This Price Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. The parties agree that the exclusive forum for any litigation between them arising out of or related to this Price Agreement shall be in the First Judicial District Court of New Mexico, located in Santa Fe County, New Mexico.

22. INVALID TERM OR CONDITION/SEVERABILITY. The provisions of this Price Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Price Agreement is determined to be invalid by a court or department or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of the Price Agreement, which can be given effect without the invalid provision.

23. ENFORCEMENT OF AGREEMENT. A party's failure to require strict performance of any provision of this Price Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by party or any of its rights under this Price Agreement shall be effective unless express and in writing, and not effective waiver by a party of any of its right shall be effective to waive any other rights.

24. SURVIVAL. The Provisions of the following listed paragraphs shall survive termination of this Price Agreement: Delivery & Billing Instructions; Records; Indemnification; Applicable Law; and Survival.

25. NOTICES. Either party may give written notice to the other party in accordance with the terms of this Price Agreement. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the County:

Santa Fe Public Works Department
John Baca, Traffic Manager
102 Grant Avenue
PO Box 276
Santa Fe, New Mexico 87504-0276

To the Contractor:

San Bar Construction Corp.
Christopher Cartwright
9101 Broadway SE,
Albuquerque, NM 87105

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Price Agreement. The carrier for mail delivery and notices shall be the agent of the sender.

IN WITNESS WHEREOF, the parties have executed this Price Agreement as of the date of last signature by the parties below.

SANTA FE COUNTY:

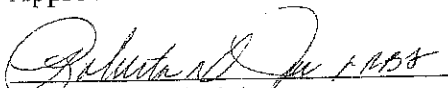
Anna Hansen, Chair
Santa Fe County Board of County Commissioners

ATTESTATION:

Geraldine Salazar
Santa Fe County Clerk

Date

Approved as to form:

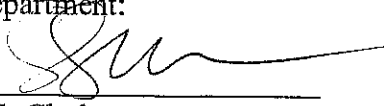


R. Bruce Frederick
Santa Fe County Attorney

10-1-18

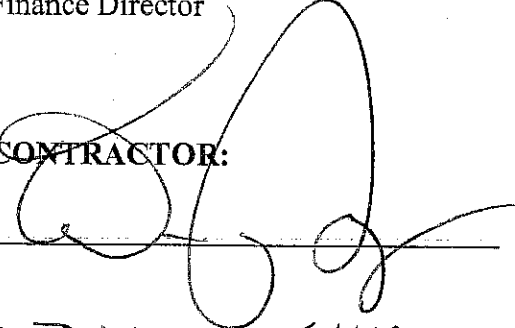
Date

Finance Department:


Stephanie S. Clarke
Finance Director

10/4/18
Date

CONTRACTOR:


By: DAVID A. SANCHEZ
(Print Name)

10/2/18
Date

Its: PRESIDENT
(Print Title)

ATTACHMENT A
BID SHEETS

ATTACHMENT A REVISED BID SHEET

****REVISED ****

BID SHEETS INSTALLATION OF ROADWAY GUARDRAILS, BARRIER CABLE & COMPONENTS IFB #2018-0288-PW/MAM

Modified date: 09/07/2018

Please offer your best price for all bid items based on the unit price indicated below to include all costs for labor, equipment, tools, materials, federal tax, permits, licenses, fees and any other items necessary to complete the services. Be advised that award may be made without discussion with Bidders.

Item	Approx. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
1	45	SF	Class A concrete repairs as specified by the Sq. Ft. - Repairs are for chipped-out concrete sections from wingwalls etc.	\$5.00	Five dollars & no cents
2	1500	LF	Metal Barrier, W-Beam Installation	\$18.50	Eighteen dollars & fifty cents
3	20	LF	Cor-Ten W-Beam Metal Barrier Installation	\$20.50	Twenty dollars & fifty cents
4	500	LF	Metal Barrier, Three Beam Installation	\$35.00	Thirty five dollars & no cents
5	20	LF	Cor-Ten Three Beam Metal Barrier Installation	\$37.00	Thirty seven dollars & no cents
6	2	EA	W Beam end anchor	\$1,000.00	One thousand dollars & no cents
7	1	EA	Driveway end anchor	\$1,200.00	One thousand two-hundred dollars & no cents

Item	Approx. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
8	100	LF	Curved Guardrail Installation, radius as specified by the County to include all parts, materials and labor	\$19.50	Nineteen dollars & fifty cents
9	20	LF	Cor-Ten Curved Guardrail Installation; radius as specified by the County to include all parts, materials and labor	\$20.50	Twenty dollars & fifty cents
10	10	CY	Earthwork equipment compacting; to be determined by cross sections of excavated area	\$75.00	Seventy dollars & no cents
11	500	EA	Post Leavouts if post are restrained by rock, asphalt, or concrete, per each post	\$40.00	Forty dollars & no cents
12	2	CY	Guardrail Pad Installation	\$1,100.00	One thousand one-hundred dollars & no cents
13	3	EA	ET Plus Guardrail End Treatment-Type 1 50 foot, installed per manufacturer's recommendations and Standard Drawing, including prismatic sheeting on extruder head	\$3,000.00	Three Thousand dollars & no cents
14	1	EA	ET Plus Guardrail End Treatment-Type 1 50 foot, installed per manufacturer's recommendations and Standard Drawing, including prismatic sheeting on extruder head (extruder head finished to match Con-Ten Rail)	\$3,500.00	Three thousand five hundred dollars & no cents
15	3	EA	ET Plus Guardrail End Treatment - Type 2 37 foot 6 inch, installed as per manufacturer's recommendations and	\$2,500.00	Two thousand five hundred dollars & no cents

			Standard Drawings, including prismatic sheeting on extruder head		
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Item	Approx. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
16	1	EA	ET Plus Guardrail End Treatment – Type 2 37 foot 6 inch, installed per manufacturer's recommendations and Standard Drawing, including prismatic sheeting on extruder head (extruder head finished to match Cor-Ten rail)	\$3,000.00	Three thousand dollars & no cents
17	3	EA	Fleat 350 Flared End Treatment – Type 2 installed per manufacturer's recommendations and Standard Drawing, including prismatic sheeting on extruder head	\$3,000.00	Three thousand dollars & no cents
18	1	EA	Fleat 350 Flared End Treatment – Type 2 installed per manufacturer's recommendations and Standard Drawing, including prismatic sheeting on extruder head (extruder head finished to match Cor-Ten rail)	\$3,500.00	Three thousand five hundred dollars & no cents
19	3	EA	SKT 350 Guardrail End Treatment – Type 1 installed per manufacturer's recommendations and Standard Drawing, including prismatic sheeting on extruder head	\$2,200.00	Two thousand two hundred dollars & no cents
20	1	EA	SKT 350 Guardrail End Treatment – Type 1 installed per manufacturer's recommendations and Standard Drawing, including prismatic sheeting on extruder head (extruder head finished to match Cor-Ten rail)	\$2,500.00	Two thousand five hundred dollars & no cents
21	500	LF	Installation of W-Beam Metal Barrier provided by Santa Fe County and delivered to site	\$5.00	Five dollars & no cents

22	10	EA	Prismatic Grade Sheeting for Extruder Heads	\$17.00	Seventeen dollars & no cents
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Item	Approx. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
23	500	LF	Removal of Salvageable Metal Barrier, including posts and components, stockpiled at directed by Santa Fe County	\$4.00	Four dollars & no cents
24	200	LF	Remove and Rebuild existing Metal Barrier, Posts and Components as directed by Santa Fe County	\$6.00	Six dollars & no cents
25	30	Hour	Sequential Flashing Arrows Flashing Directional Arrows as required by Santa Fe County	\$15.00	Fifteen dollars & no cents
26	20	LF	Three-Beam Metal Barriers Installation attaching transitions to Concrete Wall Barrier	\$50.00	Fifty dollars & no cents
27	20	LF	Three-Beam Metal Barrier Installation attaching transitions to Bridge Railing	\$50.00	Fifty dollars & no cents
28	25	LF	Nested Three-Beam Metal Barrier Installation	\$50.00	Fifty dollars & no cents
29	30	LF	W-Beam Metal Barrier Installation attaching transitions to Bridge Railing	\$35.00	Thirty five dollars & no cents
30	500	FT	Wire Rope System Installation with Sleeved Posts (Trinity Cass) per manufacturer's recommendations	\$18.00	Eighteen Dollars & no cents
31	8	EA	End Treatment Complete Installation for Wire Rope System with Sleeved Posts (Trinity Cass)	\$3,300.00	Three thousand three hundred dollars & no cents

32	200	FT	Maintenance of Wire Rope System with Sleeved Posts (Trinity Cass)	\$14.50	Fourteen dollars & fifty cents
33	5	EA	Repair of and Replacement of Damaged Line Post Footing (Trinity Cass)	\$95.00	Nintey five dollars & no cents
Item	Approx. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
34	200	FT	Wire Rope System Installation with Sleeved Posts (Brifen) per manufacturer's recommendations	\$18.00	Eighteen dollars & no cents
35	8	EA	End Treatment Complete for Wire Rope System Installation with Sleeved Posts (Brifen)	\$3300.00	Three thousand three hundred dollars & no cents
36	200	FT	Maintenance of Wire Rope System with Sleeved Posts (Brifen)	\$14.00	Fourteen dollars & no cents
37	5	EA	Repair of and Replacement of Damaged Line Post Footing (Brifen)	\$120.00	One hundred dollars & no cents
38	200	EA	Wire Rope System Installation with Sleeved Posts (Safence) per manufacturer's recommendations	\$18.00	Eighteen dollars & no cents
39	8	EA	End Treatment Complete for Wire Rope System Installation with Sleeved Posts (Safence)	\$3200.00	Three Thousand two hundred dollars & no cents
40	200	FT	Maintenance of Wire Rope System with Sleeved Posts (Safence)	\$13.00	Thirteen Dollars & no cents
41	5	EA	Repair of and Replacement of Damaged Line Post Footing (Safence)	\$110.00	One hundred dollars & no cents
42	1	EA	Traffic Control - Two Lane Roadway with One-Lane Closure, Flagman and Pilot Car	\$200.00	Two hundred dollars & no cents

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43	1	EA	Traffic Control – Inside Lanes/Median, Outside Lanes Operation for Multi-Lane Highways	\$100.00	One hundred dollars & no cents
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Item	Approx. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
44	100	Mile	Mobilization – one way, one-time travel mileage per work request as defined as continuous travel within the State of New Mexico by the shortest route from Contractor's designated base station (or entrance to the state from closest state line in the case of an out-of-state Contractor) to reach all jobsites in a single order and to be based upon map mileages. For requested delivery of removed materials to designated Santa Fe County yard, designated yard will be considered a work site for calculation purposes of the bid item. No payment will be made for Contractor's return to designated base station.	\$14.00	Fourteen Dollars & no cents

All bid item amounts are exclusive of NM gross receipts tax

BID SUBMITTED BY:

COMPANY NAME: San Bar Construction Corp.

NAME: David A. Sanchez

SIGNATURE: 

TITLE: President

EMAIL ADDRESS: Chris@sanbarcc.com

DATE: 9/14/18

