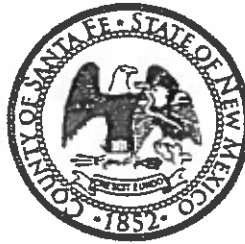


Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

DATE: September 12, 2016

TO: Board of County Commissioners

FROM: Mark Hogan, Projects Development Division Director

VIA: Katherine Miller, County Manager
Jeffrey Trujillo, ASD Director
Michael Kelley, Public Works Department Director

ITEM AND ISSUE: Ratification of Construction Change Order/Directive #3 to Contract #2016-0067-PW/BT for the Stanley Cyclone Center

BACKGROUND AND ISSUE:

On September 29 of 2015, the Board of County Commissioners executed Construction Contract #2016-0067-PW/BT with Weil Construction Company in the amount of \$2,420,400 plus NM GRT for the construction of the Stanley Cyclone Center (Center). Subsequently, two previous change orders totaling \$155,787.10 have been executed for this contract for a total Contract Amount of \$2,576,187.10.

The Center is progressing rapidly however there have been additional items that were not included in the original contract identified that are necessary for the completion of the Center. These additional items have been itemized on the attached document and total \$216,674.92 exclusive of NM GRT bringing the total construction cost to \$2,792,862.02.

This amount increases the original contract amount by more than 10% and therefore requires Board of County Commission ratification pursuant to Resolution 2012-57, Section 10.B.

ACTION REQUESTED

The Public Works Department is requesting ratification of Construction Change Order/Directive #3 to the Stanley Cyclone Center project.

Exhibit A – Construction Change Directive

CONSTRUCTION CHANGE DIRECTIVE

PROJECT: Stanley Cyclone Center

CONTRACTOR: Weil Construction

CONSTRUCTION DIRECTIVE NO: One

ARCHITECT/ENGINEER: Lorn Tryk Architects, PC

PROJECT NO: 2016-0067-PW/BT

Contractor Telephone: 505-899-3535

Contractor e-mail: chris@weilconstruction.com

ENGINEER'S/ARCHITECT'S PROJECT NO: 1402

You are directed to make the following changes in this Contract:

Add Concrete Sidewalks	\$29,661.41
Add concrete aprons at rolling doors	\$18,128.46
Add basecourse paving	\$51,738.34
Add yard hydrants	\$ 1,122.88
Add mixing valve at restrooms	\$ 2,229.60
Add metal liner panels at arena walls	\$17,405.58
Add drywall at bleacher area	\$15,559.61
Add vinyl base at drywall	\$ 1,185.11
Add head seal at rolling doors	\$ 5,801.27
Add corner guards at interior walls	\$ 871.90
Add metal security grilles at windows	\$ 5,264.59
Add windows	\$ 9,928.38
Add power supply panel for jockey pump	\$ 1,800.85
Additional General Conditions	\$55,976.94

Total this Directive \$216,674.92

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above. Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.


The Original Contract Sum was	\$2,420,400.00
Net change by previously authorized Change Orders	\$155,787.10
The Contract Sum prior to this Change Order was	\$2,576,187.10
The Contract Sum will be increased by this Change Order in the amount of	\$ 216,674.92
The new contract Sum including this Change Order will be	\$ 2,792,862.02



The Contract Time will be increased 73 days.

The date of Substantial Completion as of the date of this Change Order therefore is: November 25, 2016


SANTA FE COUNTY



Katherine Miller
County Manager

9.16.16
Date

ARCHITECT:

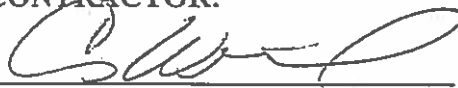


Signature

9/16/16
Date

LORN TARK
Print Name

CONTRACTOR:



Signature

9/16/16
Date

Chris Wool
Print Name

President
Print Title

MCR 18 - Concrete Sidewalk										
Description	Unit	Qty	Labor	Total Labor	Material	Total Mat.	Equipment	Total Equip.	Sub	Total
Layout	hr	12	45.00	\$540.00		\$0.00		\$0.00	\$0.00	\$540.00
Construct 4" PCC Sidewalks at the entire perimeter of the area	ls	1		\$0.00		\$0.00		\$0.00	\$20,942.79	\$20,942.79
Additional Man Gates at south side walk	ls	1		\$0.00		\$0.00		\$0.00	\$2,987.00	\$2,987.00
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
Totals				\$540.00		\$0.00		\$0.00	\$23,929.79	\$24,469.79
Total Labor				\$540.00						
Labor Burden @ 35%				\$189.00						
Total Material				\$0.00						
Total Equipment				\$0.00						
Total General Contractor				\$729.00						
Total Subcontractor				\$23,929.79						
Subtotal										\$24,658.79
Builders Risk Insurance @ 0.12%										\$285.91
General Liability Insurance @ 0.4%										\$99.82
Subtotal										\$25,054.51
Overhead										\$2,505.45
Profit										\$1,378.00
Bond @ 2.5%										\$723.45
Subtotal										\$29,661.41
Subtotal before NMGRT										\$29,661.41
NMGRT @ 7.0%										\$2,076.30
Total Change Order Amount										\$31,737.71
Additional Time Requested for this Change Order is 0 days										



Mayan Construction, Inc.

P.O. Box 91808 Albuquerque, New Mexico 87199-1808 / Office 505.345.8944 Fax 505.345.8983

Wednesday, June 29, 2016

Weil Construction
3344 Princeton Dr. NE
Albuquerque, NM 87107

Attention: Chris Weil
Cc:

Reference: Stanley Cyclone Center
Mayan Project/Correspondence: 2015-297-138R1

Subject: ~~Additional Work Order: Additional Sidewalk R1~~

To wit, we request your immediate acknowledgement that the below synopsis of work is above and beyond our contractual obligations and/or scope-of-work. As such, we humbly mandate that, prior to the implementation of our added labor, materials, and/or equipment to satisfy the additional effort, you receive this facsimile and thereby, agree to remunerate Mayan Construction, Inc. in the following prescribed manner.

Description of Work: Additional equipment, labor and material to construct 4'-0" PCC Sidewalk at the entire perimeter of the Stanley Cyclone arena as requested by Weil.

A.) ____ Mayan Construction will create a change order on the basis of time/labor (*see attached*), material, and equipment plus 30% profit. Moreover, material and equipment, as well as any/all subcontractors, will earn an additional mark-up of 3.5% reflecting our administrative compensation costs.

B.) X We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the lump sum price of:

Twenty One Thousand Nine Hundred Forty Two Dollars and Seventy Nine Cents
(\$ 20,942.79)

Please redress this facsimile as soon as possible as we are in the process of ordering and scheduling items and work crews for the aforementioned to commence within the immediate following days.

Please do not hesitate to contact us with any questions or comments. Thank you.

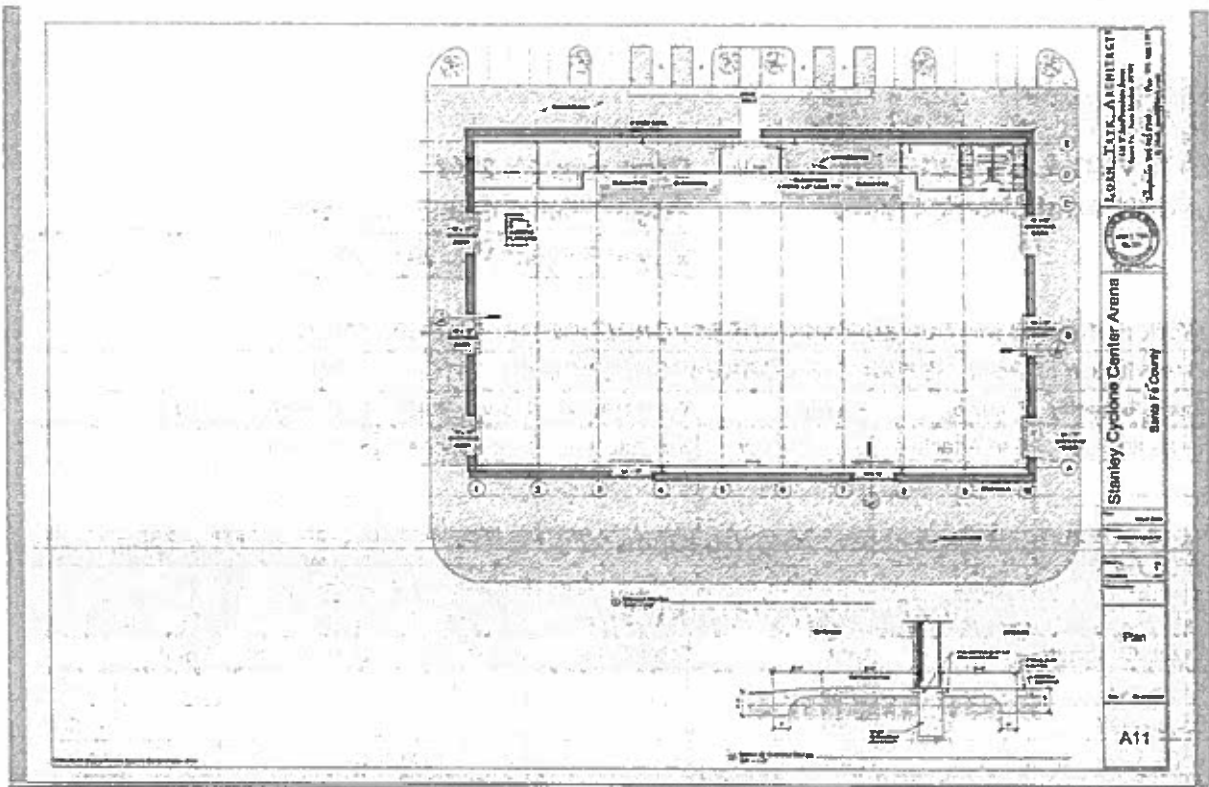
Accepted, _____, 2016

General Contractor

By: _____
Name

Mayan Construction, Inc.

Sandra Ramirez, Assistant Project Manager





Mayan Construction, Inc.
Additional Work Order

Date: June 29, 2016

Project Name: Stanley Cyclone

Mayan Project No.: 2015-297

Work performed for: SEE MAYAN CORRESPONDENCE NO. 2015-297-138R1

Description of work: SEE MAYAN CORRESPONDENCE NO. 2015-297-138R1

Labor/Classify	Position	Number	Total Hours	Hourly Rate	Ext Amount	Total
See Attached	See Attached	See Attached	See Attached	See Attached	See Attached	\$ 11,299.90
						\$ -
						\$ -
		Total Of Section				\$ 11,299.90
				Overhead Included		\$ -
		Grand Total Of Section				\$ 11,299.90
Equip. Description		Unit	Total Units	Unit Rate	Ext Amount	Total
Excavator		Days	2	\$ 175.00	\$ -	\$ 350.00
Bobcat 220		Days	2	\$ 125.00	\$ -	\$ 250.00
Roller Vibrgl Smthdrum		Days	1	\$ 130.00	\$ -	\$ 130.00
		Total Of Section				\$ 730.00
					0% Mark Up	
		Grand Total Of Section				\$ 730.00
Subcontract Description		Unit	Total Units	Unit Rate	Ext Amount	Total
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
		Total Of Section				\$ -
					0% Mark Up	\$ -
		Grand Total Of Section				\$ -
Material And Other Items		Unit	Total Units	Unit Rate	Ext Amount	Total
Concrete-4000PSI		CY	44	\$ 114.50	\$ -	\$ 5,038.00
Concrete-Fibermesh		CY	44	\$ 5.50	\$ -	\$ 242.00
Formwork		SF	494	\$ 3.50	\$ -	\$ 1,729.00
				\$ -	\$ -	\$ -
		Total Of Section				\$ 7,009.00
					0% Mark Up	\$ -
		Grand Total Of Section				\$ 7,009.00
Comments:				1.5% Bond x Total Of Sections		\$ -
				Total		\$ 19,038.90
				10% Profit		\$ 1,903.89
				Total To Date		\$ 20,942.79

The above record is complete and correct.

By: _____
Contractor

By: _____
Client Authorized Representative

[illegible]



TriWest Fence LLC

110 Denny Road

Bernalillo, NM 87004

Telephone (505) 867-6433

Fax (505) 867-6098

Contractor's License: GB98 - 378216

Workforce Solution Reg # 02899220130531

TO: WEIL CONTRACTION

Project: STANLEY CYLCONE CENTER
ARENA

Bid Date: Tuesday, June 28, 2016
OPEN

Date	ESTIMATOR	
06/28/16	Ernest Armijo	
	CELL: 505-362-0899	
Phone Number		
Fax Number	Mobile / Job Site Phone Numbers	
Manager Approval	Admin Approval	Quote#

SCOPE OF WORK: TriWest Fence LLC is pleased to submit this proposal for the WORK as listed below:

Item	Description	Unit	Amount
1	Installation of a 2 each, 6' rise gate x 4' opening single swing gate with four New gate posts with bracing added at each end as required. Complete in place		\$2,987.00

EXCLUSIONS:

Taxes, permits, removal of existing fence, grading, clearing fence line, staking fence line, marking private underground lines, grounding, core drilling, trenching, patch work, and saw cutting concrete.

SPECIAL PROVISIONS: TRI WEST FENCE IS AN APPROVED NMDOT CONTRACTOR

Bond not included, if required a cost increase of 2%, Tax not included

Price is based on one mobilization. Each additional mobilization will be \$1,200.00 each.

TOTAL PRE-TAX COST: \$2,987.00

TAX:

TOTAL WITH TAX:

TERMS:

(Sales tax will be added unless proper documentation stating exempt status is provided)

(To be determined by Credit Manager)

Price is valid for 30 days

By signature below, the customer acknowledges that he/she is duly authorized to sign this agreement, has read and accepts the Contract terms and conditions set forth on page 2 and inclusive of any attachments.

TRIWEST FENCE LLC

Accepted By:

(Company Name)

By: Ernest Armijo

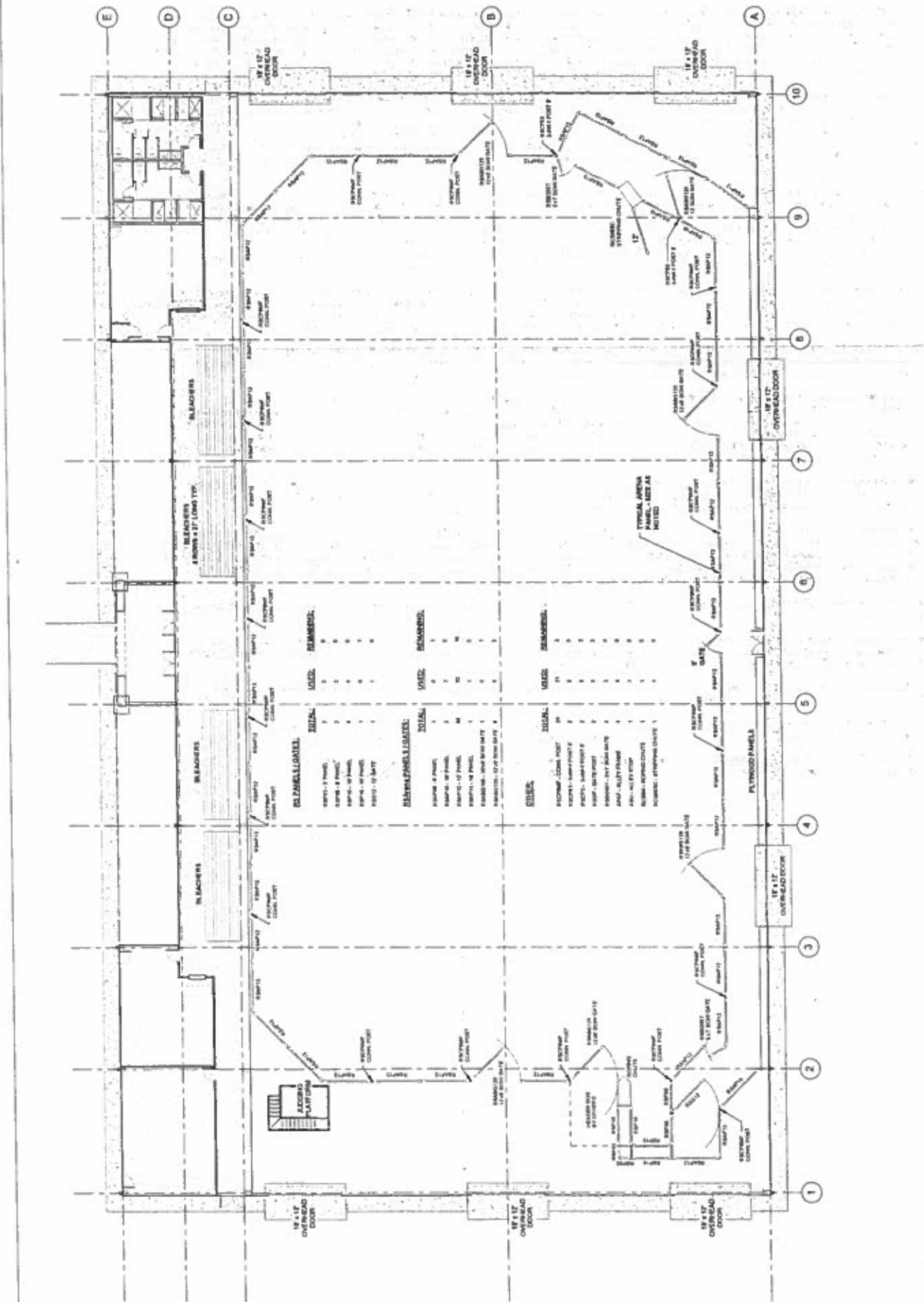
Title: Ernest Armijo-Head Estimator-Production Manger
Print Name and Title

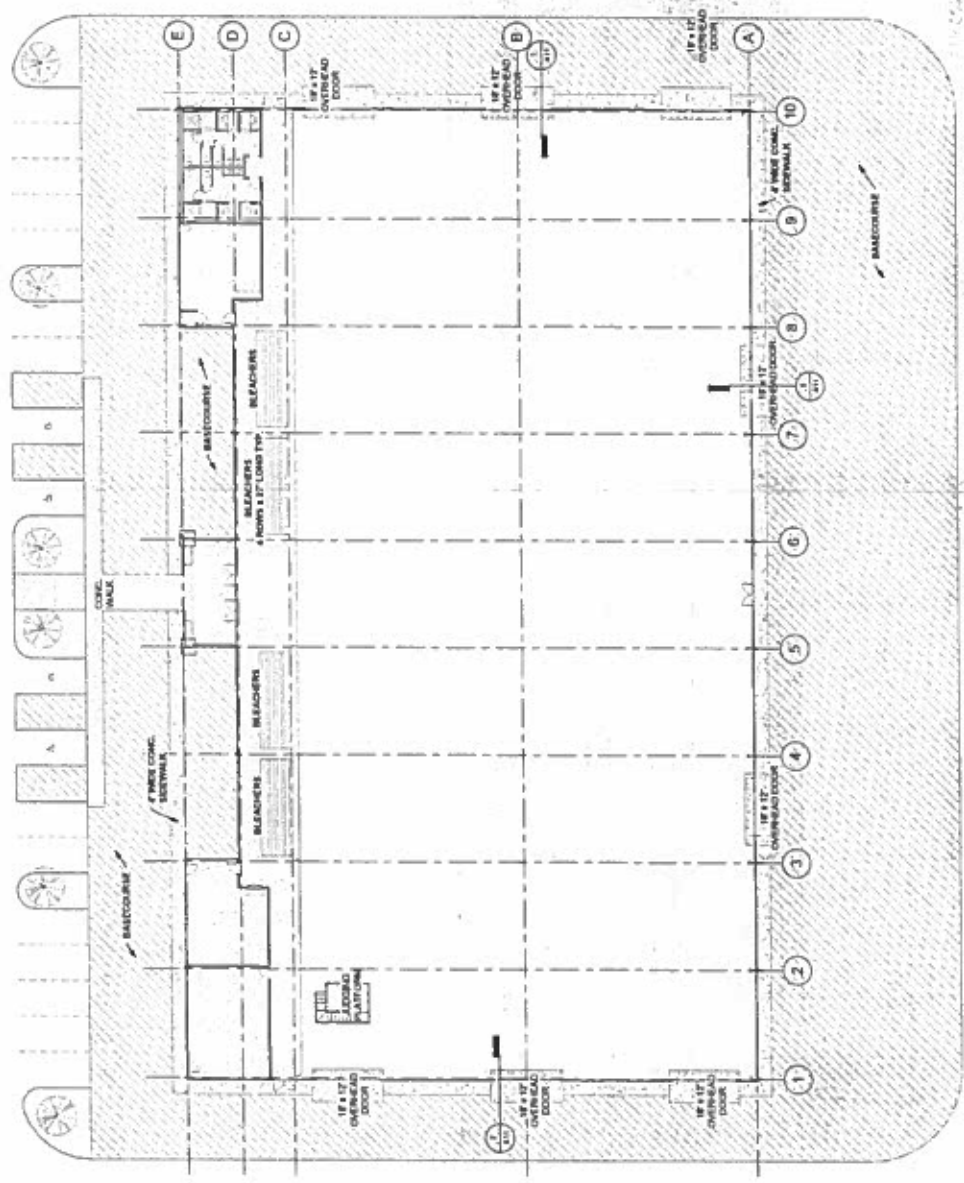
By:

Title: _____
Print Name and Title

TERMS AND CONDITIONS

- 1 **General Terms.** TriWest Fence LLC or its subsidiary ("CONTRACTOR") agrees to provide the labor and materials (collectively the "WORK") specified on the proposal set forth on the reverse side hereof (the "front page") within a reasonable time. BUYER agrees to pay the amount shown in current U.S. funds upon substantial completion of the work per the payment terms on the reverse side hereof.
- 2 **Installation of Fence.** Unless otherwise agreed to in writing, BUYER shall fully cooperate in allowing CONTRACTOR'S installation of the fence by doing each of the following: (a) clearing a sufficient working area of all obstructions and removable hazards; (b) surveying, grading, locating and staking the fence line and by verifying all property lines and identifying all utility lines; (c) notifying CONTRACTOR'S crew of all potential work area hazards; (d) coordinating CONTRACTOR'S work with the activities of all other persons at the job site, including others contractors, crews, supervisors, architects and owners; and (e) obtaining all appropriate building permits or other form of governmental permission. The estimated completion date shall be extended for as long as BUYER fails to comply with this provision, and for all delays reasonably beyond CONTRACTOR'S control. BUYER shall be deemed to have accepted the goods and work performed upon payment in full.
- 3 **Payment, Default and Remedies.** If BUYER does not make payment in full upon substantial completion, CONTRACTOR may pursue any and all collection activity it deems necessary to collect on BUYER'S obligation. BUYER shall be responsible for all costs of collection, including but not limited to, all collection agency charges, court costs, attorneys' fees and lien fees, and all costs and attorneys' fees incurred in collecting upon any judgment. Interest will accrue on all unpaid balances, lien expenses, collection expenses and attorneys' fees from the date incurred at the rate of twenty-one percent (21%) per year or at the highest rate allowed by applicable law. CONTRACTOR may apply all payment or portions thereof to any outstanding attorney fees, court costs, collection expenses, interest and principal as CONTRACTOR, in its sole discretion, deems appropriate. This Agreement shall be construed in accordance with the laws of the State and County in which the project is located.
- 4 **Changes and BUYER'S Cancellation.** If BUYER requests any change in the type, quality or quantity of the fencing to be provided by CONTRACTOR hereunder, BUYER shall pay, in addition to the purchase price shown on the front page, CONTRACTOR'S standard charge for all additional fence and for such additional labor material and travel expenses as are incurred by CONTRACTOR in connection with such change. If, prior to CONTRACTOR'S delivery of the fencing, BUYER cancels such delivery of the fencing, BUYER shall be obligated to pay CONTRACTOR, as liquidated damages and a restocking fee, but not as a penalty, the amount equal to twenty-five percent (25%) of the CONTRACTOR'S standard charge for all special order materials. After CONTRACTOR has begun delivery of the fence, but before installation has begun, BUYER may cancel this Agreement by paying CONTRACTOR, as liquidated damages and as a restocking and transportation fee, but not as a penalty, the amount equal to fifty percent (50%) of the purchase price shown on the front page.
- 5 **Cumulative Remedies.** To the greatest extent permitted by applicable law, BUYER'S obligation hereunder and all of CONTRACTOR'S rights and remedies provided by herein and/or by applicable law, are cumulative, and CONTRACTOR shall be entitled to exercise any and all rights and remedies. BUYER acknowledges that its obligation to pay CONTRACTOR is an independent covenant, and BUYER acknowledges that it shall have no offset rights and may not withhold payment of any monies owing to CONTRACTOR hereunder. Nothing herein, however, shall be construed to release CONTRACTOR from any obligation which it may owe to BUYER.
- 6 **Lien Rights.** BUYER acknowledges that CONTRACTOR has and may exercise all lien rights against the property upon which the work is performed. To the greatest extent permitted by law, BUYER and/or OWNER hereby waive any and all objections to any defects in any such lien documents. Contractor's exercise or non-exercise of such lien rights will not alter or amend this Agreement or release any of Buyer's obligations hereunder.
- 7 **Amendments; Waivers; Entire Agreement.** Except by a specific written document executed by the parties hereto, none of the terms, covenants, representations, warranties or conditions hereof may be waived, amended, modified, superseded or canceled. Forbearance or delay shall not be deemed a waiver. A single or partial exercise of any right or remedy shall not preclude further exercise thereof or of any other right or remedy. Any written waiver shall be strictly construed and shall not be extendable. This Agreement contains the parties' entire understanding and supersedes and replaces all prior and contemporaneous agreements and understandings, oral written or implied. All documents and instruments created hereafter and concerning this transaction, including any one or more work orders or purchase orders, shall not prevail over the terms of this Agreement.
- 8 **Limited Warranty.** All goods, supplied are warranted to be fit for the intended purposes for which such goods are used for a period of one (1) year. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE GOODS AND WORK TO BE PERFORMED AS CONTAINED ON THE FRONT PAGE. BUYER shall have no claim for incidental, consequential, special or proximate damages.
- 9 **Indemnity.** To the greatest extent permitted by law, BUYER shall indemnify, defend, hold and save CONTRACTOR (and its officers, shareholders, directors, agents, employees, servants and independent contractors) harmless from all claims and expenses, including court costs and attorneys' fees, for damages or injuries to persons or property which are related in any manner, directly or indirectly to this Agreement or to the fence (including its location) regardless of whether the injury or damage is caused in part by CONTRACTOR'S negligence or any other act or omission of CONTRACTOR or its agents, provided however, that BUYER shall not be obligated to indemnify CONTRACTOR for his sole negligence or willful misconduct.
- 10 **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.
- 11 **Severability.** If any provision of this Agreement is held unenforceable, CONTRACTOR may sever from this Agreement the language which makes such provision unenforceable and this Agreement shall be construed as if it did not contain the language and the rights and obligations of the parties shall be enforced accordingly. Alternatively, CONTRACTOR, at its sole option, may cancel this entire Agreement.
- 12 **Headings.** All paragraph headings and other headings set forth in this Agreement are for reference only and shall not be considered in interpreting the intent of the parties with respect to the matters set forth in this Agreement.
- 13 **Representations and Warranties.** Despite any agency capacity, the person signing this Agreement, personally and on behalf of BUYER, warrants and affirms to CONTRACTOR that the person signing this Agreement for any entity has full authority to do so and to thereby bind such entity.
- 14 **BUYER MUST HAVE A CURRENT CREDIT APPLICATION ON FILE WITH CONTRACTOR.** All credit and financial information provided by BUYER to Contractor is true, accurate and complete, contains no material omissions, and may be reasonably relied upon by CONTRACTOR.

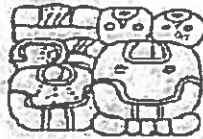


① Enlarged Site Plan
 $\frac{1}{4} \text{ inch} = 1' - 0"$

Section 8 Overhead Project 38

STANLEY CYCLONE CENTER

[illegible]



Mayan Construction, Inc.

P.O. Box 91808 Albuquerque, New Mexico 87199-1808 / Office 505.345.8944 Fax 505.345.8983

Wednesday, June 29, 2016

Weil Construction
3344 Princeton Dr NE
Albuquerque, NM 87107

Attention: Chris Weil
Cc:

Reference: Stanley Cyclone Center
Mayan Project/Correspondence: 2015-297-139R1

Subject: ~~Additional Work Order~~ Additional Sidewalk RI

To wit, we request your immediate acknowledgement that the below synopsis of work is above and beyond our contractual obligations and/or scope-of-work. As such, we humbly mandate that, prior to the implementation of our added labor, materials, and/or equipment to satisfy the additional effort, you receive this facsimile and thereby, agree to remunerate Mayan Construction, Inc. in the following prescribed manner.

Description of Work: Additional equipment, labor and material to construct (8) concrete aprons for roll up doors as denoted on sheet A11.

A.) ____ Mayan Construction will create a change order on the basis of time/labor (*see attached*), material, and equipment plus 30% profit. Moreover, material and equipment, as well as any/all subcontractors, will earn an additional mark-up of 3.5% reflecting our administrative compensation costs.

B.) X We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the lump sum price of:

Fourteen Thousand Eight Hundred Twenty Seven Dollars and Ninety Six Cents
(\$ 14,827.96)

Please redress this facsimile as soon as possible as we are in the process of ordering and scheduling items and work crews for the aforementioned to commence within the immediate following days.

Please do not hesitate to contact us with any questions or comments. Thank you.

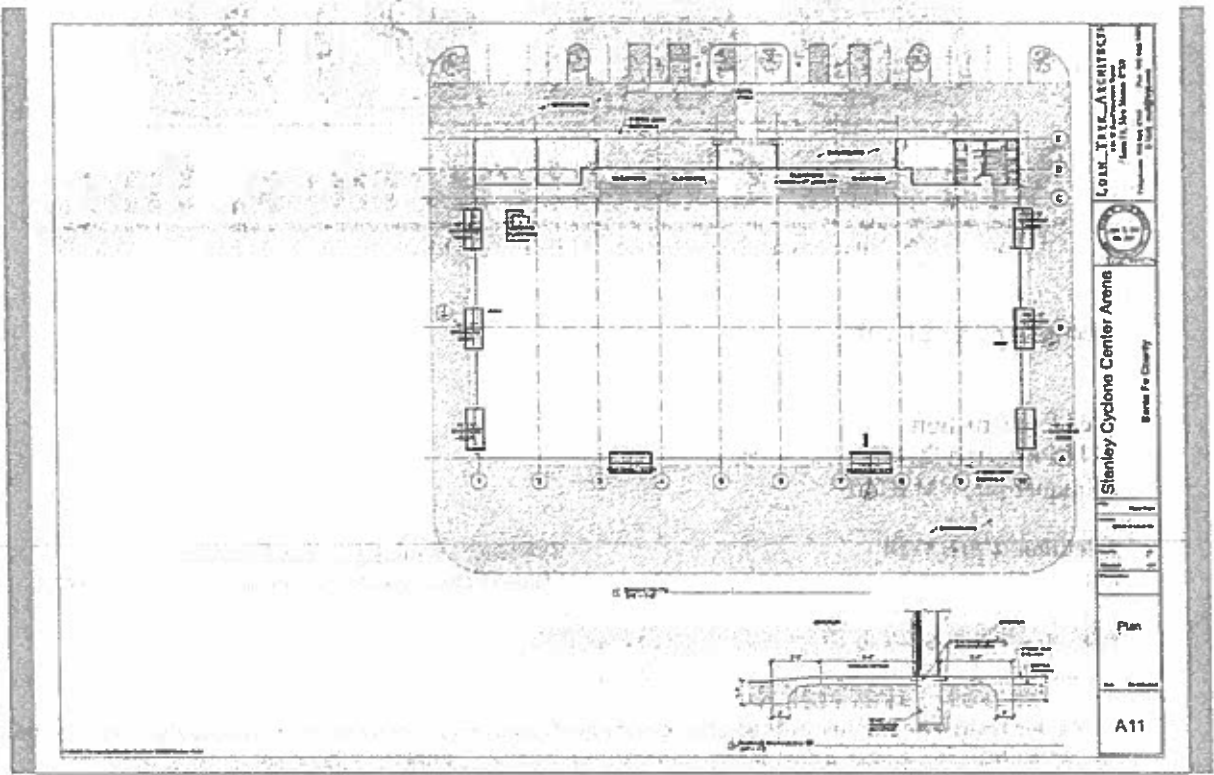
Accepted, _____, 2016

General Contractor

By: _____
Name

Mayan Construction, Inc.

Sandra Ramirez, Assistant Project Manager





Mayan Construction, Inc.
Additional Work Order

Date: June 29, 2016

Project Name: Stanley Cyclone

Mayan Project No.: 2015-297

Work performed for: SEE MAYAN CORRESPONDENCE NO. 2015-297-139R1

Description of work: SEE MAYAN CORRESPONDENCE NO. 2015-297-139R1

Labor/Classify	Position	Number	Total Hours	Hourly Rate	Ext Amount	Total
See Attached	See Attached	See Attached	See Attached	See Attached	See Attached	\$ 7,559.96
						\$ -
						\$ -
		Total Of Section				\$ 7,559.96
				Overhead Included		\$ -
		Grand Total Of Section				\$ 7,559.96
Equip.Description		Unit	Total Units	Unit Rate	Ext Amount	Total
Roller Vibsgl Smthdrum		Day	1	\$ 130.00	\$ -	\$ 130.00
					\$ -	\$ -
		Total Of Section				\$ 130.00
					0% Mark Up	
		Grand Total Of Section				\$ 130.00
Subcontract Description		Unit	Total Units	Unit Rate	Ext Amount	Total
Steel Reinforcement		LS		\$ -	\$ 300.00	\$ 300.00
				\$ -	\$ -	\$ -
		Total Of Section				\$ 300.00
					0% Mark Up	\$ -
		Grand Total Of Section				\$ 300.00
Material And Other Items		Unit	Total Units	Unit Rate	Ext Amount	Total
Concrete-4000PSI		CY	30	\$ 114.50	\$ -	\$ 3,435.00
Concrete-Fibermesh		CY	30	\$ 5.50	\$ -	\$ 165.00
Formwork		SF	540	\$ 3.50	\$ -	\$ 1,890.00
				\$ -	\$ -	\$ -
		Total Of Section				\$ 5,490.00
					0% Mark Up	\$ -
		Grand Total Of Section				\$ 5,490.00
Comments:				1.5% Bond x Total Of Sections		\$ -
				Total		\$ 13,479.96
				10% Profit		\$ 1,348.00
				Total To Date		\$ 14,827.96

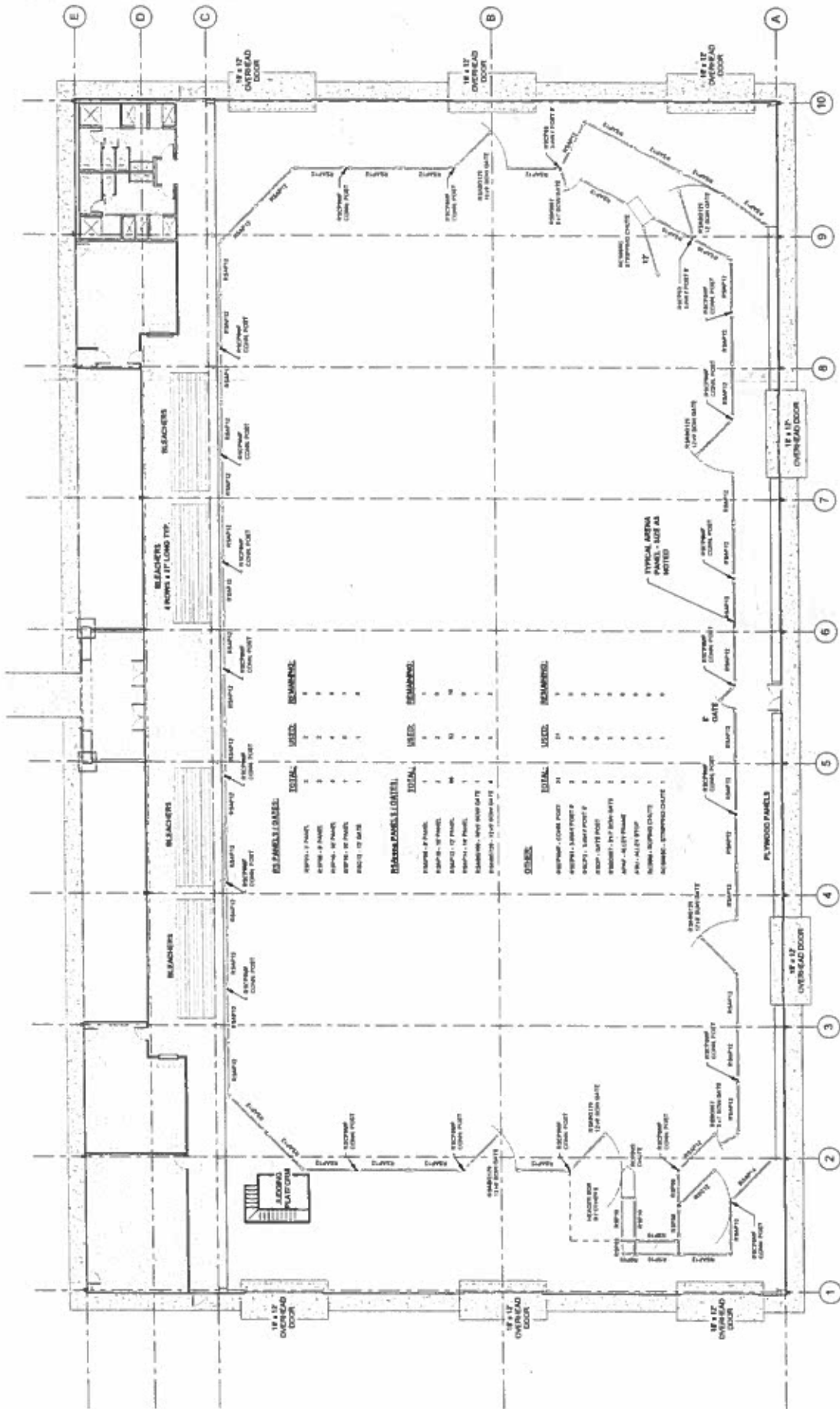
The above record is complete and correct.

By: _____
Contractor

By: _____
Client Authorized Representative

Mayan Construction, Inc.
2015-297
Stanley Cyclone

Name	Hours Code	Amount	FUTA 0.5%	SS 6.2%	Medicare 1.45%	Unempl 6.4%	Workman's Comp 6.15%	Gen'l Liability 25.55%	Per Diem 10.0%	Leasing 10.0%	Profit 0%
Superintendent	24	\$1,000.00	\$0.65	\$62.00	\$14.50	\$177.54	\$61.87	\$251.36	\$0.00	\$0.00	\$0.00
Superintendent OT	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Superintendent OT Premium	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(2) Carpenter	32	\$980.00	\$0.64	\$55.55	\$12.90	\$111.81	\$51.18	\$291.50	\$0.00	\$0.00	\$0.00
Carpenter OT	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Carpenter OT Premium	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(8) Cement Mason	48	\$1,200.00	\$0.78	\$80.35	\$18.79	\$161.73	\$74.00	\$421.63	\$0.00	\$0.00	\$0.00
Cement Mason OT	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cement Mason OT Premium	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(2) Ironworker	16	\$400.00	\$0.24	\$24.80	\$5.60	\$49.92	\$22.84	\$130.13	\$0.00	\$0.00	\$0.00
Ironworker OT	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Ironworker OT Premium	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Laborer	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(2) Laborer	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Laborer OT	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Laborer OT Premium	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(1) Operator I	8	\$224.00	\$0.13	\$13.88	\$3.25	\$27.95	\$12.79	\$72.87	\$0.00	\$0.00	\$0.00
Operator I OT	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Operator I OT Premium	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Operator II	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Operator II OT	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Operator II OT Premium	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Operator III	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Operator III OT	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Operator III OT Premium	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total		\$4,568.00	\$2.74	\$283.22	\$68.24	\$177.54	\$435.27	\$260.83	\$290.02	\$1,486.11	\$0.00
Total											\$7,859.86



MCR 21 - Additional Yard Hydrants										
Description	Unit	Qty	Labor	Total Labor	Material	Total Mat.	Equipment	Total Equip.	Sub	Total
Layout	hr	2	45.00	\$90.00		\$0.00		\$0.00	\$0.00	\$90.00
Install three(3) additional frost free yard spigots to 3/4" yard line in MCR 15	ls	1		\$0.00		\$0.00		\$0.00	\$812.00	\$812.00
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
Totals				\$90.00		\$0.00		\$0.00	\$812.00	\$902.00
Total Labor	\$90.00									
Labor Burden @ 35%	\$31.50									
Total Material	\$0.00									
Total Equipment	\$0.00									
Total General Contractor	\$121.50									
Total Subcontractor	\$812.00									
Subtotal										\$933.50
Builders Risk Insurance @ 0.12%										\$11.20
General Liability Insurance @ 0.4%										\$3.78
Subtotal										\$948.48
Overhead										\$94.85
Profit										\$52.17
Bond @ 2.5%										\$27.39
Subtotal										\$1,122.88
Subtotal before NMGR										\$1,122.88
NMGR @ 7.0%										\$78.60
Total Change Order Amount										\$1,201.48
Additional Time Requested for this Change Order is 0 days										

EXHIBIT F

EXTRA SERVICE REQUEST FORM

CONTRACTOR: Sands Outdoor Services, Inc.
 Original WO #: _____
 Store #: Stanley Cyclone
 Date: June 22, 2016

DESCRIPTION OF WORK COMPLETED TO DATE:

DESCRIPTION OF PROPOSED WORK:

to install 3 yard hydrents along the water line supplied to the autofill system for the cistern.

Requires IMMEDIATE

LABOR HOURS PROPOSED:

LABOR TYPE: Mechanic, Worker, Overtime, Holiday

UNIT #	DESCRIPTION OF WORK	LABOR TYPE	# HOURS	RATE/HR	TOTAL
	Installing yard hydrents	2 men	4	\$ 85.00	\$ 340.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
LABOR SUBTOTAL					\$ 340.00

MATERIALS/SUBCONTRACTORS PROPOSED

Unit cost does NOT include tax.

Unit #	Description/Make/Model/Sub	Size	Quantity	Unit Cost	TOTAL
	Yard Hydrents		3	\$ 95.00	\$ 285.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
MATERIAL SUBTOTAL					\$ 285.00
Sub Total					\$ 625.00
Over head 15%					OH \$ 93.75
Profit 15%					Profit \$ 93.75
TOTAL PROPOSAL					\$ 812.50

Additional Comments:



STANLEY CYCLONE CENTER

MCR 23 - Mixing Valve		Description		Unit	Qty	Labor	Total Labor	Material	Total Mat.	Equipment	Total Equip.	Sub	Total
Site Coordination				hr	4	45.00	\$180.00	\$0.00	\$0.00		\$0.00	\$0.00	\$180.00
Provide and install mixing valve per direction in SKP-05 and SKP-07 dated 7/20/16.				ls	1		\$0.00	\$0.00	\$0.00		\$0.00	\$1,610.56	\$1,610.56
							\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
							\$180.00		\$0.00		\$0.00	\$1,610.56	\$1,790.56
Totals													
Total Labor							\$180.00						
Labor Burden @ 35%							\$63.00						
Total Material							\$0.00						
Total Equipment							\$0.00						
Total General Contractor							\$243.00						
Total Subcontractor							\$1,610.56						\$1,853.56
Subtotal													\$22.24
Builders Risk Insurance @ 0.12%													
General Liability Insurance @ 0.4%													\$7.50
Subtotal													\$1,883.31
Overhead													\$188.33
Profit													\$103.58
Bond @ 2.5%													\$64.38
Subtotal													\$2,229.60
Subtotal before NMGR													\$2,229.60
NMGR @ 7.0%													\$156.07
Total Change Order Amount													\$2,385.67
Additional Time Requested for this Change Order is 0 days													

NATIONAL HEATING & VENTILATING CO., INC.
SHEET METAL CONTRACTORS
818 IRON S.E.
ALBUQUERQUE, N.M.
LICENSE #1076

07/21/2016

ATTENTION: Nelson Kimball
PROJECT: Stanley Cyclone
REFERENCE: Shower Valves

NHV Job : 2015015

Proposed COR#

003

Description of change order: Install new 1" mixing valves

Pricing good for 30 Days

Plumbing Material				\$245.54
HVAC Material				\$0.00
Plumbing Equipment				\$0.00
HVAC Equipment				\$0.00
Supervision	1.00	Hours at	\$32.40	\$32.40
HVAC Labor	0.00	Hours at:	\$31.14	\$0.00
Plumbing Labor	16.00	Hours at:	\$27.00	\$432.00
Administration Costs	1.00	Hours at	\$50.00	\$50.00
Project Manager	0.00	Hours at	\$75.00	\$0.00
Fringe	17.00	Hours at:	\$14.89	\$253.13
Labor Burden		29.54%		\$226.72
		Subtotal		\$1,239.79
			20.00% OH&P	\$247.96
			tax	\$0.00
		Bond 1.5%		\$122.81
		Subtotal		\$1,610.56
		TOTAL		\$1,610.56

Brian Maestas
Assistant Project Manager
NATIONAL HEATING & VENTILATING CO., INC.



3545 PRINCETON DR NE
 BOX 25726
 ALBUQUERQUE, NM 87125
 PHONE (505) 884-1553
 FAX (505) 884-1558

Quoted To Customer
NATIONAL HEATING & VENTILATING 818 IRON AVE SE ALBUQUERQUE, NM 87102-3945
Phone (505) 242-5828 Fax (505) 243-7626

Job Name
Mixing valve

Quote No.	Date	Page
0044119	7/21/16	1
Expiration Date		7/28/16
Revised Date		7/21/16
Bid Due Date		7/21/16

Quoted By
Jay Sheraden jpsheraden@winnelson.com (505) 884-1553

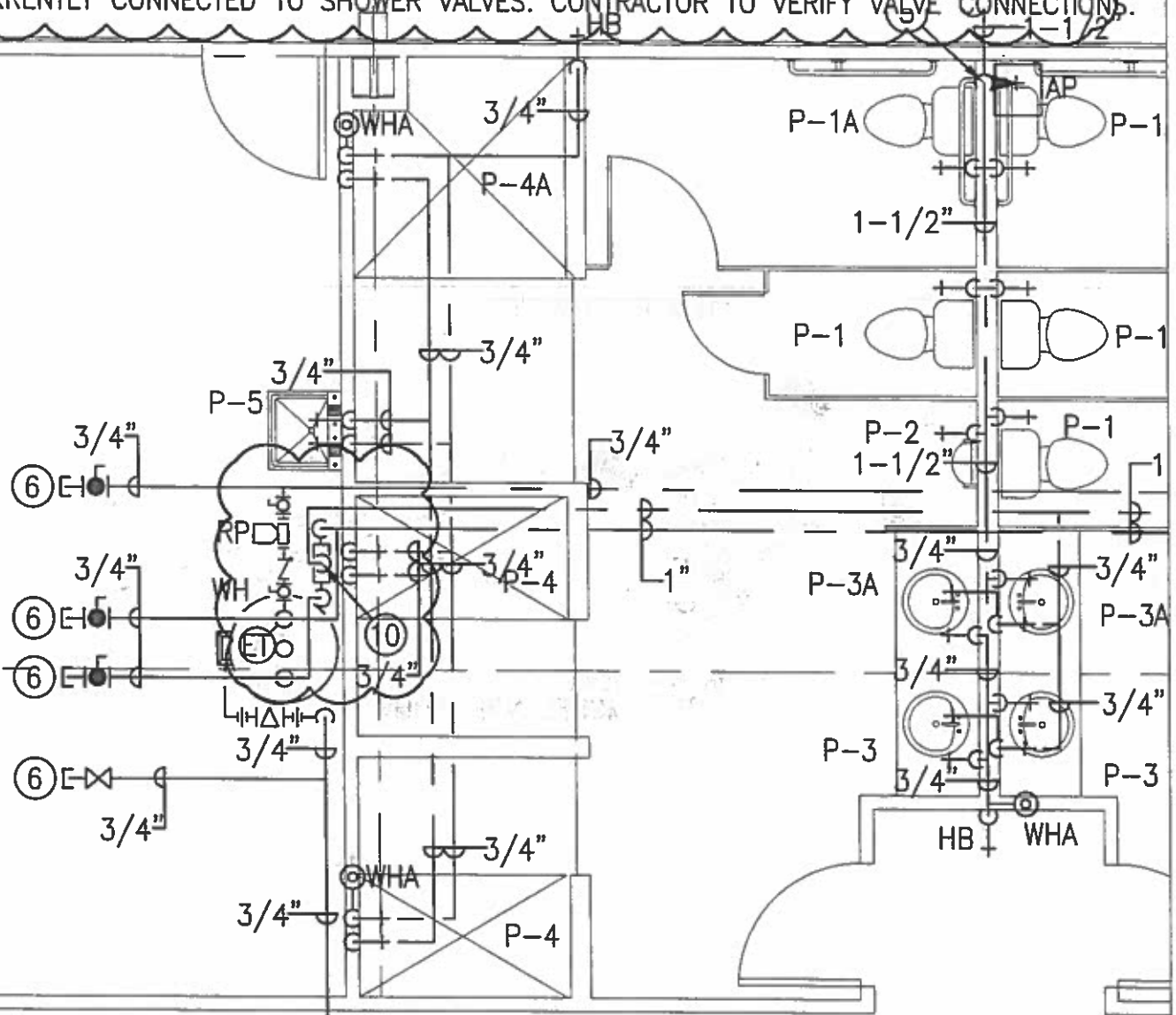
Customer	Payment Terms	Quoted To	Salesperson	FOB
002007	2% 10TH PRX/NET 25TH	Jay Sheraden	GREGORY HOFFMAN	S

Line	Qty.	Description	Unit Price	UOM	Extended Price
1.0	1	0559121 1 LFMMVM1-US	245.5400	EA	245.54
		SUBTOTAL			245.54

Tax Area Id	Net Sales	245.54
	Freight	.00
	Tax	.00
	Quotation Total	245.54

KEYED NOTES:○

- CONNECT NEW THERMOSTATIC MIXING VALVE "WATTS" MODEL NO. LFMMV TO HOT AND COLD WATER SUPPLY FOR WATER HEATER, UP STREAM FROM ALL PLUMBING FIXTURES FOR RESTROOMS. COORDINATE FINAL VALVE LOCATION WITH OWNER/ARCHITECT. CONTRACTOR TO CONNECT TEMPERED WATER TO PIPING CURRENTLY CONNECTED TO SHOWER VALVES. CONTRACTOR TO VERIFY VALVE CONNECTIONS.



ENLARGED PLUMBING FLOOR PLAN - DOMESTIC WATER



SCALE: 1/4" = 1'-0"



MECHANICAL & ELECTRICAL
ENGINEERING, INC.
PROJECT #14030

SANTA FE:
1222 Luisa St. Suite B
Santa Fe, New Mexico 87505
505/983-2389

ALBUQUERQUE:
8417 Washington Pl. NE
Albuquerque, NM 87113
505/856-1899

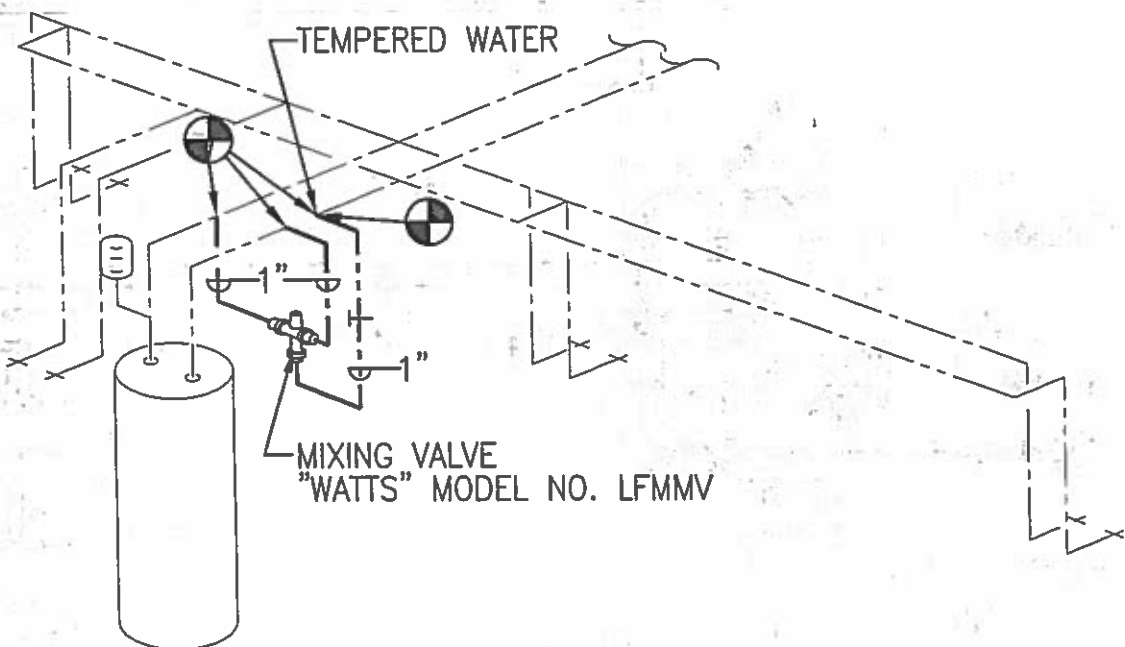
P: FP: M: E:

STANLEY CYCLONE CENTER ARENA PLUMBING FLOOR PLAN REFERENCE SHEET P-1.1 SANTA FE, NM

07/20/16

SKP-06

SCALE: AS SHOWN



PLUMBING DIAGRAM

SCALE: N.T.S.



MECHANICAL & ELECTRICAL
ENGINEERING, INC.
PROJECT #14030

SANTA FE:
1222 Luisa St. Suite B
Santa Fe, New Mexico 87505
505/983-2389

ALBUQUERQUE:
8417 Washington Pl. NE
Albuquerque, NM 87113
505/856-1899

P:	FP:	M:	E:
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STANLEY CYCLONE CENTER ARENA
PLUMBING FLOOR PLAN
REFERENCE SHEET P-0.1
SANTA FE, NM

07/20/16

SKP-01

SCALE: AS SHOWN

MCR 25 - Drywall @ Bleachers									
Description	Unit	Qty	Labor	Total Labor	Material	Total Mat	Equipment	Total Equip	Sub
Layout	hr	8	45.00	\$360.00					
Frame 8ft high w/ hat channel	sf	1504	1.18	\$1774.72	\$0.57	\$867.28	\$	\$0.05	\$0.00
Hang Drywall	sf	1504	0.88	\$1323.52	\$0.87	\$1308.48	\$	\$0.05	\$0.00
Drywall Tape & Texture	sf	1504	1.47	\$2210.88	\$0.16	\$240.64	\$	\$0.12	\$0.00
Paint	sf	1504	0.72	\$1082.88	\$0.62	\$942.48	\$	\$0.10	\$0.00
Totals				\$6,752.00		\$3,338.88		\$481.28	\$0.00
Total Labor				\$6,752.00					
Labor Burden @ 35%				\$2,363.20					
Total Material				\$3,338.88					
Total Equipment				\$481.28					
Total General Contractor				\$12,935.36					
Total Subcontractor				\$0.00					
Subtotal									\$12,935.36
Builders Risk Insurance @ 0.12%									\$155.22
General Liability Insurance @ 0.4%									\$52.36
Subtotal									\$13,142.95
Overhead									\$13,142.95
Profit									\$722.86
Bond @ 2.5%									\$379.50
Subtotal									\$15,559.61
Subtotal before NMGR									\$15,559.61
NMGR @ 7.0%									\$1,089.17
Total Change Order Amount									\$16,648.78
Additional Time Requested for this Change Order is 0 days									

STANLEY CYCLONE CENTER

MCR 26 - Vinyl Base										
Description	Unit	Qty	Labor	Total Labor	Material	Total Matl	Equipment	Total Equip.	Sub	Total
Provide and install vinyl base at north arena wall, all walls in RM 06 office and RM 07 storage.	Lf	444	0.94	\$417.36	\$0.75	\$333.00	\$ 0.20	\$88.80	\$0.00	\$839.16
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
				\$417.36		\$333.00		\$88.80	\$0.00	\$839.16
Totals										
Total Labor				\$417.36						
Labor Burden @ 35%				\$146.08						
Total Material				\$333.00						
Total Equipment				\$88.80						
Total General Contractor				\$985.24						
Total Subcontractor				\$0.00						
Subtotal										\$985.24
Builders Risk Insurance @ 0.12%										\$11.82
General Liability Insurance @ 0.4%										\$3.99
Subtotal										\$100.105
Overhead										\$55.06
Profit										\$28.91
Bond @ 2.5%										\$1,185.11
Subtotal										\$1,185.11
Subtotal before NMGR										\$1,185.11
NMGR @ 7.0%										\$82.96
										\$1,268.07
Total Change Order Amount										
Additional Time Requested for this Change Order is 0 days										

MCR 27 - Rollup Doors Seal										
Description	Unit	Qty	Labor	Total Labor	Material	Total Mat.	Equipment	Total Equip.	Sub.	Total
	hr									
Foreman coordination		4	45.00	\$180.00		\$0.00		\$0.00	\$0.00	\$180.00
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
Provide and install Z header seal retainer and seal brushes at head jamb of all exterior rollup doors (8).	lf	160	13.84	\$2,234.40	\$7.69	\$1,230.40	\$ 2.25	\$360.00	\$0.00	\$3,804.80
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
Totals				\$2,394.40		\$1,230.40		\$360.00	\$0.00	\$3,984.80
Total Labor				\$2,394.40						
Labor Burden @ 35%				\$838.04						
Total Material				\$1,230.40						
Total Equipment				\$360.00						
Total General Contractor				\$4,822.84						
Total Subcontractor				\$0.00						
Subtotal										\$4,822.84
Builders Risk Insurance @ 0.12%										\$57.87
General Liability Insurance @ 0.4%										\$19.52
Subtotal										\$4,900.24
Overhead										\$480.02
Profit										\$269.51
Bond @ 2.5%										\$141.49
Subtotal										\$5,801.27
Subtotal before NMGR										\$5,801.27
NMGR @ 7.0%										\$406.09
Total Change Order/Amount										\$6,207.36
Additional Time Requested for this Change Order is 0 days										

STANLEY CYCLONE CENTER

MCR 28 - Corner Guards										
Description	Unit	Qty	Labor	Total Labor	Material	Total Mat	Equipment	Total Equip	Sub	Total
Provide and install Corner guards, ten (10) total along north wall	ea	10	11.10	\$111.00	\$56.00	\$560.00	\$ 1.50	\$15.00	\$0.00	\$686.00
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
				\$111.00		\$560.00		\$15.00	\$0.00	\$686.00
Totals										
Total Labor				\$111.00						
Labor Burden @ 35%				\$38.85						
Total Material				\$560.00						
Total Equipment				\$15.00						
Total General Contractor				\$724.85						
Total Subcontractor				\$0.00						
Subtotal										\$724.85
Builders Risk Insurance @ 0.12%										\$8.70
General Liability Insurance @ 0.4%										\$2.93
Subtotal										\$736.48
Overhead										\$73.65
Profit										\$40.51
Bond @ 2.5%										\$21.27
Subtotal										\$871.90
Subtotal before NMGR										\$871.90
NMGR @ 7.0%										\$61.03
Total Change Order Amount										\$932.94
Additional Time Requested for this Change Order is 0 days										

APA Specialties, LLC
1823 Commercial St. Ste. F
Albuquerque, NM 87102
Phone: 224-9833 Fax: 224-9836

To: Weil Construction
Attn: Nelson

Date: 7/28/2016

Project: Stanley Cyclone Center
Location: Albuquerque, NM

We propose to furnish the following material FOB jobsite:

Corner Guards by InPro Corp.

10 Each 2" x 4' Tape On Vinyl Corner Guards

Material \$275.00

10 Each 3" x 4' Aluminum Retainer with Vinyl Snap on Corner Guards

Material \$550.00

Does Not include Federal, State, Local taxes unless otherwise indicated. Quote is good for thirty days from the date noted above.

Accepted By:

APA

Axel Mayhew

STANLEY CYCLONE CENTER

MCR 31 - Additional Windows @ west wall of storage

Description	Unit	Qty	Labor	Total Labor	Material	Total Mat	Equipment	Total Equip	Sub	Total
Foreman coordination	hr	8	45.00	\$360.00		\$0.00		\$0.00	\$0.00	\$360.00
Demo Sheet rock and remove exterior metal panels	sf	80	2.77	\$221.60	\$0.50	\$40.00	\$ 4.38	\$350.40	\$0.00	\$612.00
Frame in new structural steel members for windows	sf	80	2.77	\$221.60	\$2.69	\$215.20	\$ 1.20	\$96.00	\$0.00	\$532.80
Install and set new windows per window type 13 & 14	ea	1		\$0.00		\$0.00		\$0.00	\$4,267.00	\$4,267.00
Cut and trim-out exterior metal panels	lf	20	11.08	\$221.60	\$2.50	\$50.00		\$0.00	\$0.00	\$271.60
Repair Framing, sheetrock and acoustical ceiling grid	sf	80	11.08	\$886.40	\$2.00	\$160.00	\$ 0.60	\$48.00	\$0.00	\$1,094.40
Paint	sf	80	2.77	\$221.60	\$1.25	\$100.00	\$ 0.60	\$48.00	\$0.00	\$369.60
Totals				\$2,132.80		\$566.20		\$542.40	\$4,267.00	\$7,507.40
Total Labor				\$2,132.80						
Labor Burden @ 35%				\$746.48						
Total Material				\$565.20						
Total Equipment				\$542.40						
Total General Contractor				\$3,986.88						
Total Subcontractor				\$4,267.00						\$9,253.88
Subtotal										\$98.05
Builders Risk Insurance @ 0.12%										\$31.41
General Liability Insurance @ 0.4%										\$8,386.34
Subtotal										\$838.63
Overhead										\$461.25
Profit										\$242.16
Bond @ 2.5%										\$9,928.38
Subtotal										\$9,928.38
Subtotal before NMGRT										\$694.99
NMGRT @ 7.0%										\$10,623.36
Total Change Order Amount										
Additional Time Requested for this Change Order is 0 days										

MCR #33 - Extended General Conditions 2 - Extension of
Project General Conditions out to November 25th, 2016

Description	Unit	Qty	Labor	Total Labor	Material	Total/Mat.	Equipment	Total Equip.	Sub.	Total
Foreman	Wk	14	1,800.00	\$25,200.00		\$0.00		\$0.00	\$0.00	\$25,200.00
Truck	Wk	14		\$0.00		\$0.00	\$ 146.25	\$2,047.50	\$0.00	\$2,047.50
Phone / Lap Top	Wk	14		\$0.00	\$50.00	\$700.00		\$0.00	\$0.00	\$700.00
Chem toilet	Wk	14		\$0.00	\$50.00	\$700.00		\$0.00	\$0.00	\$700.00
Gas	gal	910		\$0.00	\$5.85	\$5,323.50		\$0.00		\$5,323.50
Storage Trailer	Wk	14		\$0.00	\$65.00	\$910.00		\$0.00		\$910.00
Clean Up	Wk	14	150.00	\$2,100.00		\$0.00		\$0.00		\$2,100.00
										\$0.00
										\$0.00
Totals				\$27,300.00		\$7,033.50		\$2,047.50	\$0.00	\$36,381.00
Total Labor				\$27,300.00						
Labor Burden @ 35%				\$9,555.00						
Total Material				\$7,633.50						
Total Equipment				\$2,047.50						
Total General Contractor				\$46,536.00						
Total Subcontractor				\$0.00						
Subtotal										\$46,536.00
Builders Risk Insurance @ 0.12%										\$558.43
General Liability Insurance @ 0.4%										\$188.38
Subtotal										\$746.81
Overhead										
Profit										
Bond @ 2.5%										\$2,600.55
Subtotal										\$1,365.29
Subtotal before NMGR										\$55,976.94
NMGR @ 7.0%										\$3,918.39
Total Change Order Amount										\$59,895.32

Additional Time Requested for this Change Order is 73 calendar days

STANLEY CYCLONE CENTER

MCR 32 - Jockey Pump Power Supply Panel									
Description	Unit	Qty	Labor	Total Labor	Material	Total Mat	Equipment	Total Equip	Total
Foreman Coordination	hr	2	45.00	\$90.00				\$0.00	\$90.00
Provide and install panel and feed for jockey pump into Fire pump pit. Provide and install convenience light and receptacle in pit.	ls	1		\$0.00		\$0.00		\$0.00	\$1,375.62
				\$0.00		\$0.00		\$0.00	\$0.00
				\$0.00		\$0.00		\$0.00	\$0.00
				\$0.00		\$0.00		\$0.00	\$0.00
				\$0.00		\$0.00		\$0.00	\$0.00
Totals				\$90.00		\$0.00		\$0.00	\$1,465.62
Total Labor				\$90.00					
Labor Burden @ 35%				\$31.50					
Total Material				\$0.00					
Total Equipment				\$0.00					
Total General Contractor				\$121.50					
Total Subcontractor				\$1,375.62					\$1,487.12
Subtotal									\$17.97
Builders Risk Insurance @ 0.12%									\$6.06
General Liability Insurance @ 0.4%									\$1,521.15
Subtotal									\$1,521.15
Overhead									\$33.66
Profit									\$43.92
Bond @ 2.5%									\$1,800.85
Subtotal									\$1,800.85
Subtotal before NMGRT									\$1,800.85
NMGRT @ 7.0%									\$126.06
Total Change Order Amount									\$1,926.91
Additional Time Requested for this Change Order is 0 days									



Precision Service Electric, LLC

P
S
E

Proposal

Allan C. Durbin, Owner
COMMERCIAL - INDUSTRIAL - SERVICE
LICENCE NO 358653
allan@pses208.com

965 West Bosque Loop
Bosque Farms, NM 87008

(505) 554-3995 Office
(505) 884-1658 Fax
(505) 259-4709 Cell

P.O. Box 3228
Taos, NM 87571

ESTIMATE NO. One
DATE 8/25/2016
CUSTOMER ID WC
EXPIRATION DATE _____

Weil Construction

ATTN:

Nelson Kimbel

SALESPERSON	PROJECT	PAYMENT TERMS	DUE DATE
	Stanley Cyclone Center (Jockey Pump Feed)	Due upon receipt	

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	We propose to furnish all labor, material, equipment, and supervision necessary to install:		
1.00	Provide & Install Panel and feed for Jockey pump into pit. Install light and receptacle in pit.	1,375.62	1,375.62
	See attached Breakdown		
	Material:	477.85	
	Labor:	718.34	
	Sub Total:	1,196.19	
	Profit & Overhead @ 15%	179.43	
	Total:	1,375.62	

Quotation prepared by:

Allan Durbin

SUBTOTAL \$ 1,375.62
SALES TAX
TOTAL \$ 1,375.62

This quotation is subject to the specific conditions noted below:
Insert Conditions or specific exclusions here.

All exclusions per original quote

To accept this quotation, sign here and return:

AUTHORIZED REPRESENTATIVE

DATE

PANEL 120/240V 60A	1	\$95.00	E	\$95.00	2.4	E	2.4
PANEL 20A 1P 300V UNITS	1	\$12.50	E	\$12.50	0.2	E	0.2
PANEL 20A 2P 300V UNITS	1	\$22.50	E	\$22.50	0.25	E	0.25
EM-1 EMT EMPTY	5	\$1.08	E	\$5.39	0.07	E	0.35
HA-1 MINERALLAC	2	\$51.54	C	\$1.03	10	C	0.2
WC-THHN-STRA #6	35	\$575.00	M	\$20.13	10	M	0.35
WC-THHN-SOLID #10	10	\$150.61	M	\$1.51	6.5	M	0.07
TER TERMINATION- 6 AWG	6	\$0.00	E	\$0.00	0.14	E	0.84
Lug reducers	2	\$65.00	E	\$130.00	0.25	E	0.5
PV-1 PVC EMPTY	30	\$0.33	E	\$9.97	0.04	E	1.05
HA-1 MINERALLAC	2	\$51.54	C	\$1.03	10	C	0.2
GR-1 GRC-90-ELLS	1	\$792.38	C	\$7.92	0.36	E	0.36
PV-1" S40 COND COUP	1	\$16.03	C	\$0.16	\$ -	E	\$ -
PV-1 MALE-ADAPT.	2	\$25.29	C	\$0.51	7	C	0.14
PV-1 FE-ADAPTER	2	\$28.86	C	\$0.58	7	C	0.14
WC-5-12 THHN SOL	40	\$0.50	E	\$19.88	\$ 0.03	E	\$ 1.16
J-box in pit	1	\$15.00	E	\$15.00	1	E	1
Fruit jar light fixture with Guard	1	\$50.00	E	\$50.00	1.25	E	1.25
DE2-GFI-I/C SPE 1G SUR	1	\$32.50	E	\$32.50	1.25	E	1.25
SE-3/4 SEALTITE-EF	7	\$57.19	C	\$4.00	1.75	C	0.12
SE-3/4 90 CONN	1	\$655.89	C	\$6.56	\$ 12.00	C	\$ 0.12
SE-3/4 ST CONN	1	\$385.90	C	\$3.86	10	C	0.1
BU-3/4 PLASTIC BUSHING	2	\$16.16	C	\$0.32	6	C	0.12
HA-3/4 MINERALLAC	2	\$44.07	C	\$0.88	6	C	0.12
Connect Jockey pump control	1	\$15.00	E	\$15.00	1.5	E	1.5
SE-1/2 SEALTITE-EF	10	\$49.21	C	\$4.92	1.5	C	0.15
SE-1/2 ST CONN	4	\$296.58	C	\$11.86	9	C	0.36
HA-1/2 MINERALLAC	4	\$38.08	C	\$1.52	5	C	0.2
WC-THHN-STRA #12	30	\$110.61	M	\$3.32	5.25	M	0.16
				\$477.85			14.66
					\$ 49.00		\$ 718.34

ALBUQUERQUE BRANCH
MUELLER, INC.
P.O. BOX 1727
MORIARTY NM 87035-8137

800# 888-459-9799
LOC 505-832-5074
FAX 505-832-9271

SALES QUOTATION

ORDER NO. 1074875 - SQ		PAGE 1 OF 1
CUSTOMER NO. 5682651	SHIP TO NO.	
DATE PRINTED 08/04/2016 11:21 AM		
SALESPERSON MARQUEZ STEVE RAMON Ext.6807		
SELLING BRANCH Albuquerque Sales Branch		

SOLD TO: WEIL CONSTRUCTION
PO BOX 65606
ALBUQUERQUE NM 87193

SHIP TO: ALBUQUERQUE BRANCH
MUELLER, INC.
323 W ABRAHAMES ROAD
MORIARTY NM 87035-8173

APPROX. DELIVERY DATE:	08/12/2016	DELIVERY METHOD:	PICK UP(WILL CALL)
CUSTOMER CONTACT #CS 505-899.3535 505-899-3033 FAX	DELIVERY INSTRUCTIONS	TERMS Net 30 Days from Invoice Date	CUSTOMER PO.
Customer Email Address : nelson@weilconstruction.com			

LINE NO.	ITEM NO.	ITEM DESCRIPTION	QTY SHIPPED	UNIT PRICE	EXTENDED PRICE
1.000	63859	10X2 1/2 C 14GA NP #1 RO MFG PRIMED RUN 55 KSI 2 Pieces @ 8 ft 2 Pieces @ 6 ft	28.00 LF	3.0900 /LF	86.52
2.000	44116	RPN HEAD WHT #0300 MFG WHITE 1 Piece @ 6 ft, 4 in	6.33 LF	1.1600 /LF	7.35
000	44125	DRIP FLASH WHT #0330 MFG WHITE 1 Piece @ 6 ft, 2 in	6.17 LF	1.1800 /LF	7.28
4.000	44128	RPN JAMB WHT #0350 MFG WHITE 2 Pieces @ 6 ft, 4 in	12.67 LF	1.1600 /LF	14.69

Warranties included are limited to:	Total Weight	119.00 lbs	Subtotal	115.84
Name: WEIL CONSTRUCTION			Tax	.00
Location: ALBUQUERQUE NM 87193			Invoice Total	115.84

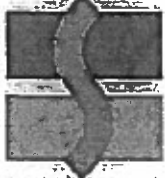
Tax exempt reason for state of "NM" is CONSTRUCTION CONTRACTOR PUR, tax exemption certificate number is 03040177001.

Unless otherwise noted, STRUCTURAL PRODUCTS provided by Mueller, Inc. comply with industry specifications by product type. FIELD FABRICATED structures utilizing Mueller's structural products have NOT been designed and engineered by Mueller, Inc. to meet any building code specifications nor withstand any specific loads.

Customer acknowledges that each purchased product is only covered by the warranty class referenced in the Sales Order, Invoice, or Shipping List. Customer acknowledges receipt of the warranty document and agrees to be bound by its terms. If no warranty class is referenced for a purchased product in this Sales Order, Invoice, or Shipping List, WE MAKE NO WARRANTY EXPRESS OR IMPLIED, AND HEREBY DISCLAIM ANY AND ALL IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Customer Acknowledgment ☒
Referenced Warranty Classes None
Go to MuellerInc.com for copies of warranties

Date: _____



Southwest Glass & Glazing, Inc.

7301 Bluewater Rd., NW
Albuquerque, New Mexico 87121

P.O. Box 90367
Albuquerque, New Mexico 87199
505-345-5565 505-345-5964 fax

www.southwestglass.com

Project Information:	
Job Name:	Stanley Cyclone Center Arena
Location:	Stanley, NM
Architect:	Lorn Tryk Architects
Contractor:	Weil Construction
Fax:	
Phone:	899-3535
Attention:	Nelson Kimball

Quotation	
Date	Time of Bid Opening:
07/28/16	ASAP
Estimator:	
Mark A. Fisher	

NM License # 10764

D.O.L Registration # 2272920110706

SECTION	DESCRIPTION	supply/install
	<p>Scope of work to consist of supplying and installing (1) Tubelite aluminum storefront frame with (2) project out operable casement windows. Aluminum finish to be painted Beige. Windows to receive roto hardware with standard locks and screens. Glazing to be 1" clear insulated.</p> <p>Material = \$2,769.00 Labor = \$1,110.00 total = \$3,879.00 10% Oh/ P = \$388.00 total cost = \$4,267.00</p>	Yes
Base Bid:		\$4,267.00

Exclusions: Final cleaning, protection of jobsite stored or installed material, gross receipts tax, installation of hollow metal stops, installation of wood stops.

- Notes:**
- 1.) SWG & G will provide insurance as required by the specifications only. Any additional insurance required by the GC beyond the specified requirements will be furnished at the GC's expense.
 - 2.) SWG & G will not provide or install finish nails in wood door stops for doors provided by others.
 - 3.) Hollow metal glazing price is based on frames being provided with glass stops installed at proper depth to receive specified glazing and all screws installed.

Due to the instability of material prices this quote is valid for 30 days from date of bid only. All orders received for quotations over 30 days old are subject to review. Entering into subcontract for this work predicated upon possible modifications to your standard subcontract agreement unless you issue a standard 1987 version AIA - A401 form. Pricing valid for 30 days. Any price increases after 30 days will be added to the quote. Glazing per International Building Code - 2003 Plans, Specifications, Addenda and any other information pertaining to the project to be provided by the General Contractor at no additional cost to SWG & G.

EXHIBIT I

CHANGE ORDER

PROJECT: Stanley Cyclone Center

CONTRACTOR: Weil Construction

CHANGE ORDER NO: Two

ARCHITECT/ENGINEER: Lorn Tryk Architects, PC

PROJECT NO: 2016-0067-PW/BT

Contractor Telephone: 505-899-3535

Contractor e-mail: chris@weilconstruction.com

ENGINEER'S/ARCHITECT'S PROJECT NO: 1402

CHANGE ORDER JUSTIFICATION

See attached memo.

You are directed to make the following changes in this Contract:

Concrete revisions to accommodate metal building	10,657.2
Power to Irrigation and Cistern	917.19
Additional concessions area sink	1,752.67
Install fire alarm devices and panel	35,319.98
Install phone system	9,039.60
Install deep parking lot light pole bases to resist high winds	5,144.61
Add emergency exit as requested by Fire Prevention	8,133.23
Add meter and disconnect at power pole for fire pump	4619.04
Add 4" phone conduit from power pole to phone panel	3,275.43
Install culvert at neighbor driveway	2,714.59
Install concrete pad at fire pump	859.68
Add domestic water fill line to cistern	4,882.71
Add concrete slab under judging platform	5,301.55
Add general conditions costs for extending project schedule	41,487.12

Total this Change Order	134,104.60
-------------------------	------------

Add 60 days to Contract Time due to documented weather delays as well as time needed to complete the above items.

NOT VALID UNTIL SIGNED BY BOTH THE COUNTY AND THE ARCHITECT/ENGINEER.

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The Original Contract Sum was	\$2,420,400.00
Net change by previously authorized Change Orders	\$21,682.50

The Contract Sum prior to this Change Order was \$2,442,082.50
The Contract Sum will be increased by this Change Order in the amount of \$ 134,104.60
The new contract Sum including this Change Order will be \$2,576,187.10
The Contract Time will be increased/decreased/unchanged by 60 days.
The date of Substantial Completion as of the date of this Change Order therefore is: September 13, 2016

CHANGE ORDER SIGNATURE PAGE

SANTA FE COUNTY

Katherine Miller
Katherine Miller
Santa Fe County Manager

7-13-16
Date

Approved as to form:

Gregory S. Shaffer
Gregory S. Shaffer
Santa Fe County Attorney

7-13-16
Date

Finance Department:

Carole H. Jaramillo
Carole H. Jaramillo
Santa Fe County Finance Director

7/13/16
Date

CONTRACTOR:

[Signature]
Signature

7/13/16
Date

[Print Name]
Print Name

[Print Title]
Print Title

EXHIBIT I

CHANGE ORDER

PROJECT: Stanley Cyclone Center

CONTRACTOR: Weil Construction
CHANGE ORDER NO: One

ARCHITECT/ENGINEER: Lorn Tryk Architects, PC

PROJECT NO: 2016-0067-PW/BT

Contractor Telephone: 505-899-3535
Contractor e-mail: chris@weilconstruction.com
ENGINEER'S/ARCHITECT'S PROJECT NO: 1402

CHANGE ORDER JUSTIFICATION (Provide definitive reason for proposed change order.)
Materials testing was called for in the Contract Documents to be paid by Owner. Santa Fe County would like the testing to be paid by the Contractor. This change order will create a testing allowance to be used for actual cost of testing.

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

Add materials testing allowance to the Contract. Materials testing to be paid out of allowance for actual cost, following the procedures described in Section 012100 ALLOWANCES, copy attached.

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

The Original Contract Sum was	\$2,420,400.00
Net change by previously authorized Change Orders	\$0.00
The Contract Sum prior to this Change Order was unchanged.	
The Contract Sum will be increased by this Change Order in the amount of	\$21,682.50
The new contract Sum including this Change Order will be	\$2,442,082.50
The Contract Time will be increased/decreased/unchanged by <u>0</u> days.	
The date of Substantial Completion as of the date of this Change Order therefore is: unchanged	


CHANGE ORDER SIGNATURE PAGE

SANTA FE COUNTY


Katherine Miller
Santa Fe County Manager

2 1 16
Date

Approved as to form:


Gregory S. Shaffer
Santa Fe County Attorney


1-15-16
Date

Finance Department:



Carole H. Jaramillo
Santa Fe County Finance Director

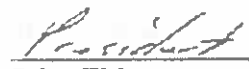
1/22/16
Date

CONTRACTOR:

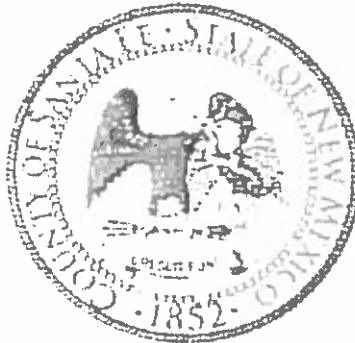

Signature

1/6/16
Date


Print Name


Print Title

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



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

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

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

Hereafter "County":

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

Hereafter "Contractor":

Christopher Weil, President
Weil Construction
3344 Princeton Drive, NE
Albuquerque, New Mexico 87107-2014
Telephone: (505) 899-3535
E-mail Address: chris@weilconstruction.com

Architect:

Lorn Tryk Architects
206 McKenzie, Suite F2
Santa Fe, New Mexico 87501
Telephone: 505-982-5340
Fax: 505-982-5393
E-mail Address: mail@ltryk.com

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RECITALS

WHEREAS, in accordance with Section 13-1-103 through Section 13-1-110 NMSA 1978, the County issued Invitation for Bid (IFB) No. 2016-0067-PW/BT for construction services for the Stanley Cyclone Center Arena (the Project); and

WHEREAS, the Contractor submitted its bid, dated September 22, 2015, in response to IFB No. 2016-0067-PW/BT; and

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

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

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

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

ARTICLE I THE CONTRACT DOCUMENTS

1.1 DOCUMENTS

The contract documents consist of the following:

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

Attachment A
Attachment B

1.2 CERTIFICATES AND DOCUMENTATION

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

Project Manual
Technical Specifications as listed in Plan Set
Labor and Material Payment Bond
Performance Bond
Assignment of Antitrust Claims
Certificate of Insurance

Exhibit A
Exhibit B
Exhibit C
Exhibit D
Exhibit E
Exhibit F

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

Exhibit G
Exhibit H
Exhibit I
Exhibit J

ARTICLE 2 THE WORK

2.1 THE WORK

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

Santa Fe County is planning for construction of the Stanley Cyclone Center Arena (the Project) to be located off of Highway 41 at 22 West Kinsell Avenue (County Road 31A), in Stanley New Mexico. The Project is a pre-engineered metal structure with conventional continuous and spot foundations, interior partitions, restrooms, concessions area, storage and rodeo equipment, including arena panels, chutes and gates. The Project also includes sitework, including clearing, grading, gravel surfacing, lighting, fire protection water storage tank, line and hydrant, landscaping and irrigation, and fencing.

The Contractor shall supply all labor, materials and equipment necessary to complete the work in accordance with the construction plans and specifications.

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

3.1 EFFECTIVE DATE

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

3.2 TIME OF COMMENCEMENT

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

3.3 SUBSTANTIAL COMPLETION

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

3.4 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

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

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

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

3.5 AMENDMENTS

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

ARTICLE 4 CONTRACT SUM

4.1 LUMP SUM

The County shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, an agreed upon Lump Sum of **Two Million Four Hundred Twenty Thousand Four Hundred Dollars and No Cents (\$2,420,400.00)**, exclusive of New Mexico gross receipts tax.

4.2 CONTRACT AMOUNT

The Contract sum is determined as follows:

Base Bid	\$	2,225,500.00
Additive Alternate 1	\$	53,900.00
Additive Alternate 2	\$	54,300.00
Additive Alternate 3	\$	17,600.00
Additive Alternate 4	\$	69,100.00
Total Contract Amount	\$	2,420,400.00

ARTICLE 5 PROGRESS PAYMENTS

5.1 PROGRESS PAYMENTS

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

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

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

ARTICLE 6 FINAL PAYMENT

6.1 FINAL PAYMENT


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

6.2 ACCEPTANCE OF FINAL PAYMENT CONTITUTES RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the County of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the County and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or its sureties from any obligations under this contract or the Performance and Payment Bond.

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

SANTA FE COUNTY


Robert A. Anaya
Santa Fe County Board of County Commissioners

9/29/15
Date

ATTESTATION:

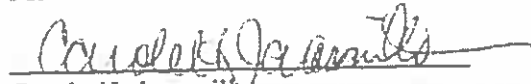

Geraldine Salazar
Santa Fe County Clerk

REVIEWED AS TO LEGAL FORM AND SUFFICIENCY


Gregory S. Shaffer
Santa Fe County Attorney

9/24/15
Date

FINANCE DEPARTMENT APPROVAL:


Carole H. Jaramillo
Santa Fe County Finance Director

9/24/15
Date

CONTRACTOR:


Chris Weil, Weil Construction President

9/28/15
Date

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

1.0 DEFINITIONS

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

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

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

1.10 Lump Sum Agreement (See Stipulated Sum Agreement)

1.11 Lump Sum Bid A single entry amount to cover all labor, equipment, materials, services, and overhead and profit for completing the construction of a variety of unspecified items of work without the benefit of a cost breakdown.

1.12 Lump Sum Contract A written contract between the County and Contractor wherein the County agrees to pay the contractor a specified sum of money for completing a scope of work consisting of a variety of unspecified items or work.

1.13 Payment Bond A written form of security from a surety company to the County, on behalf of an acceptable prime contractor or subcontractor, guaranteeing payment to all persons providing labor, materials, equipment, or services in accordance with the contract.

1.14 Performance Bond A written form of security from a surety company to the County, on behalf of an acceptable prime contractor or subcontractor, guaranteeing the completion of the work in accordance with the terms of the contract.

1.15 Progress Payment A payment from the County to the Contractor determined by calculating the difference between the completed work and materials stored and a predetermined schedule of values or unit costs. (see Schedule of Values, Unit Costs).

1.16 Progress Schedule A pictorial or written schedule (including a graph or diagram) that shows proposed and actual start and completion dates of the various work elements.

1.17 Punch list a list of items to be completed or corrected, prepared by the Architect/Engineer, checked and augmented as required by the Contractor or Construction Manager is appended hereto as Exhibit J. Note: The failure to include any item on such list does not relieve the Contractor of the responsibility to complete all work in accordance with the contract documents.

1.18 Schedule of Values A statement furnished by the Contractor to the Architect or Engineer and the County reflecting the portions of the contract sum allotted for the various parts of the work and used as the basis for reviewing the Contractor's Applications for Payment.

1.19 Services Includes services performed, workmanship, and material furnished or utilized in the performance of services.

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

2. CONTRACT AND CONTRACT DOCUMENTS

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

3. PLANS, SPECIFICATIONS AND ADDENDA

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

4. CONTRACT SECURITY - BONDS

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

5. TERMS AND MEANINGS

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

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

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

7. EFFECTIVE DATE AND TERM

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

8. TERMINATION

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

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

6. COMPLIANCE WITH APPLICABLE LAW, CHOICE OF LAW

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

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

9. APPROPRIATIONS AND AUTHORIZATIONS

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

10. AMENDMENTS – CHANGE ORDERS

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

11. INDEMNIFICATION

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

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

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

12. AGGRIEVEMENT PROCEDURE DURING CONTRACT ADMINISTRATION

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

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

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

13. DISPUTE RESOLUTION

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

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

Act.

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

14. INSURANCE

- 14.1 The Contractor shall not commence work under this contract until they have obtained all the insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on its subcontract until the insurance required of the subcontractor has been so obtained and approved.
- 14.2 Proof of Carriage of Insurance. The Contractor shall furnish the County with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions".
- 14.3 General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- 14.4 General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The Santa Fe County shall be a named additional insured on the policy.
- 14.5 Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall require each of its subcontractors to procure and to maintain during the life of its subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in 14.4 above.
- 14.6 Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act, 52-1-1 to 52-1-70 NMSA 1978. The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance as

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

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

15. INDEPENDENT CONTRACTOR

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

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

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

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

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

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

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

17. ASSIGNMENT

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

18. SUBCONTRACTING

18.1 The Contractor shall not subcontract or delegate any portion of the services to be

performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

18.2 Contractor shall provide to the County a listing of subcontractors within ten (10) days of the Contract award.

18.3 Contractor shall adhere to all provisions of the Subcontractor's Fair Practices Act 13-4-31 to 13-4-42, NMSA 1978.

18.4 Contractor shall provide to the County completed Non-Collusion Affidavit of Subcontractor form and Certification of Subcontractor Regarding Equal Employment Opportunity form for all subcontractors listed.

18.5 The Contractor shall not award any work to any subcontractor without prior written approval of the County, which approval will not be given until the Contractor submits to the County a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the County may require.

18.6 The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as they are for the acts and omissions of persons directly employed by them.

18.7 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the County may exercise over the Contractor under any provision of the contract documents.

18.8 Nothing contained in this contract shall create any contractual relation between any subcontractor and the County.

18.9 All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate written agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of County. Any contract between Contractor and a Subcontractor or Supplier shall provide that any remedy or claim for nonpayment of sums due or owing to Subcontractor or Supplier or services performed or materials provided is against Contractor and not County, subject to any remedy or rights Subcontractor or Supplier may have under the terms of the Contractor's Performance Bond and Section 13-4-19 NMSA 1978, the New Mexico Little Miller Act.

19. PERSONNEL

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

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

20. NOTICES

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

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

To the Contractor: Weil Construction
Attention: Chris Weil
3344 Princeton Drive NE
Albuquerque, New Mexico 87107-2014

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

21. RELEASE

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

22. WAIVER

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

CONDITIONS OF THE WORK

1. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

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

2. SHOP OR SETTING DRAWINGS

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

3. MATERIALS, SERVICES AND FACILITIES

3.1 It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

3.2 Any work necessary to be performed after regular working hours, on Sundays or legal holidays, shall be performed without additional expense to the County.

4. CONTRACTOR'S TITLE TO MATERIALS

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

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

5. INSPECTION AND TESTING OF MATERIALS

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

6. "OR EQUAL" CLAUSE

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

7. PATENTS

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

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

8. SURVEYS, PERMITS AND REGULATIONS

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

9. CONTRACTOR'S OBLIGATIONS

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

10. WEATHER CONDITIONS

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

11. PROTECTION OF WORK AND PROPERTY-EMERGENCY

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

12. INSPECTION

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

13. REPORTS, RECORDS AND DATA

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

14. SUPERINTENDENT BY CONTRACTOR

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

15. CHANGES IN WORK

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

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

16. EXTRAS

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

17. INSPECTION OF SERVICES

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

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

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

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

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

18. CORRECTION OF WORK

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

19. WARRANTY OF CONSTRUCTION

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

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

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

- 19.4 The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement.
- 19.5 The County shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
- 19.6 If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the County shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- 19.7 With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this Contract, the Contractor shall obtain all warranties that would be given in normal commercial practice; require all warranties to be executed, in writing, for the benefit of the County, if directed by the County; and, enforce all warranties for the benefit of the County, if directed by the County.
- 19.8 In the event the Contractor's warranty under subparagraph 19.4 of this clause has expired, the County may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.
- 19.9 Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the County or for the repair of any damage that results from any defect in County-furnished material or design.
- 19.10 This warranty shall not limit the County's rights under the Inspection and Acceptance clause of this Contract with respect to latent defects, gross mistakes, or fraud.

20. SUBSURFACE CONDITIONS FOUND DIFFERENT

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

21. CLAIMS FOR EXTRA COST

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

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

25. SEPARATE CONTRACT

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

26. ARCHITECT/ENGINEER'S AUTHORITY

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

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

27. STATED ALLOWANCES

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

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

22. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

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

22.2 Schedule

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

23. ASSIGNMENTS

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

24. MUTUAL RESPONSIBILITY OF CONTRACTORS

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

28. USE OF PREMISES AND REMOVAL OF DEBRIS

28.1 The Contractor expressly undertakes at its own expense:

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

29. QUANTITIES OF ESTIMATE

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

30. LANDS AND RIGHTS-OF-WAY

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

31. GENERAL GUARANTY

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

County will give notice of observed defects with reasonable promptness.

32. PROTECTION OF LIVES AND HEALTH

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

33. INTEREST OF MEMBER

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

34. OTHER PROHIBITED INTERESTS

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

35. USE AND OCCUPANCY PRIOR TO ACCEPTANCE BY COUNTY

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

ATTACHMENT A

BID SHEETS

SECTION 00 4000 - BID FORMS

BID SHEETIFB# 2016-0067-PW/BT
CONSTRUCTION SERVICES FOR STANLEY CYCLONE CENTER ARENA

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

Item Description

1. Construction Services for Stanley Cyclone Center Arena

Lump Sum Base Bid: \$2,225,500.00Written in Words (Base Bid): Two million two hundred twenty-five thousand five hundred
noAdditive AlternateDescription

#1

5000 gallon cistern as detailed on sheet C-0 and C-0.1.

Lump Sum Additive Alternate #1: \$57,000Lump Sum Written in Words (Additive #1): Fifty seven thousand
noAdditive AlternateDescription

#2

Portion of offsite road improvements to Kinsell Avenue. Portion east of existing east drive (station 16+00) and west of station 16+00 is in this bid as shown on sheet C-2.

Lump Sum Additive Alternate #2: \$57,000Lump Sum Written in Words (Additive #2): Fifty seven thousand
no

Additive Alternate

Description

#3

Judging platform, including stairway, as shown on sheets A-1 and A-6, as well as infrared heater for judging platform including gas supply line, as shown on sheet M-1.1.

Lump Sum Additive Alternate #3: 1,171.32

Lump Sum Written in Words (Additive #3): one thousand one hundred and seventy one and 32/100

Additive Alternate

Description

#4

Chain link fence at secured parking area as shown on sheet C-0, as well as gravel surfacing in secured parking area and on gravel drive in area outlined as bid alternate on sheet C-0.

Lump Sum Additive Alternate #4: 1,064.10

Lump Sum Written in Words (Additive #4): one thousand and sixty four and 10/100

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

ATTACHMENT B

ADDENDA & MODIFICATIONS

Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3

Kathleen Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

September 21, 2015

SANTA FE COUNTY
IFB#2016-0067-PW/BT
Construction Services for the Stanley Cyclone Center Arena

ADDENDUM #6

Dear Proponents,

This addendum is issued to reflect the following immediately. It shall be the responsibility of interested bidders to adhere to any changes or revisions to the IFB as identified in this Addendum No. 6. This documentation shall become permanent and made part of the departmental files.

ATTACHMENT: GEOTECHNICAL ENGINEERING SERVICES REPORT

Please add this Addendum #6 to the original bid documents and refer to bid documents, hereto as such. This and all subsequent addenda will become part of any resulting contract documents and have effects as if original issued. All other unaffected sections will have their original interpretation and remain in full force and effect. Responders are reminded that any questions or need for clarification must be addressed to Bill Taylor, Procurement Manager at wtaylor@sfcountynm.gov.

DEO-EST

**GEOTECHNICAL
ENGINEERING SERVICES
JOB NO. 1-50606
STANLEY CYCLONE CENTER PROJECT
NEW ARENA BUILDING
STANLEY, NEW MEXICO**

PREPARED FOR:

**SANTA FE COUNTY PUBLIC WORKS DEPARTMENT
Projects Division**

GEO-TEST

June 30, 2015
Job No. 1-50606

Santa Fe County
Public Works Dept. / Projects Division
Santa Fe, New Mexico 87504

ATTN: Mr. David Padilla

RE: Geotechnical Engineering Services Report
Stanley Cyclone Center Project
New Arena Building
Stanley, New Mexico

Dear Mr. Padilla:

Submitted herein is the Geotechnical Engineering Services Report for the above referenced project. The report contains the results of our field investigation, laboratory testing, and recommendations for foundation design, slab support, pavement design, as well as criteria for site grading.

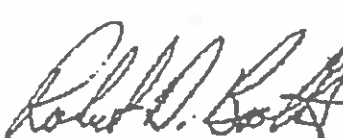
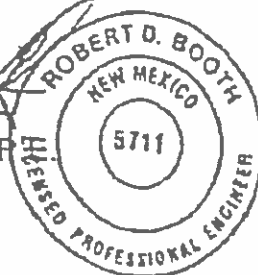
It has been a pleasure to serve you on this project. If you should have any questions, please contact this office.

Respectfully submitted:

Reviewed by:

GEO-TEST, INC.

Patrick Whorton


Robert D Booth, R.E.


INTRODUCTION

This report presents the results of the geotechnical engineering services investigation performed for a proposed new arena to be located on the site of the Stanley Cyclone Center located in Stanley, New Mexico.

The objectives of this investigation were to:

- 1) Evaluate the nature and engineering properties of the subsurface soils underlying the site.
- 2) Provide recommendations for foundation design, slab support, pavement design, as well as criteria for site grading.

The investigation includes subsurface exploration, selected soil sampling, laboratory testing of the samples, performing an engineering analysis and preparation of this report.

PROPOSED CONSTRUCTION

It is understood that the project consists of a single story, pre-engineered, clear-span steel building approximately 52,500 square feet in plan area. Foundation loads on steel bent frames are estimated to be approximately 80 kips.

Should structural loads or other project details vary significantly from those outlined above, this firm should be notified for review and revision of recommendations contained herein.

FIELD EXPLORATION

Six exploratory borings were drilled on site. Four (4) to depths of 20 to 25 feet below existing site grades within the proposed building footprint and two (2) to depths of 5 feet within the parking area. The locations of the borings are shown on the attached Boring Location Map, Figure 1. During the test drilling, the soils encountered in the borings were continuously examined, visually classified, and logged. The boring logs are presented in a following section of this report. Drilling was accomplished with a truck mounted drill rig using 5.5-inch diameter continuous flight hollow stem auger. Subsurface materials were sampled at five foot intervals or less utilizing an open tube split barrel sampler and a brass ring-lined sampler driven by a standard penetration test hammer.

LABORATORY TESTING

Selected soil samples were tested in the laboratory to determine certain engineering properties of the soils. Moisture contents and dry densities were determined to evaluate the various soil deposits with depth. The results of these tests are presented on the boring logs.

Sieve analysis and Atterberg limits tests were performed on selected samples to aid in soil classification. In addition, a consolidation test was performed on a selected sample to evaluate the volume change characteristics of the soil upon moisture increases. Results of these tests are presented in the Summary of Laboratory Results and on the individual test reports presented in a following section of this report.

SITE CONDITIONS

A brief site reconnaissance was performed during our site exploration. The site is flat with poor drainage sloping slightly to the west and populated by native grasses. There is an existing parking lot northeast of the site which appeared to be a good condition.

SUBSURFACE SOIL CONDITIONS

As indicated by the exploratory borings, the soils underlying the site consist of sandy clay with low to medium plasticity which extended to the full depths explored. These soils are generally moderately firm to firm near the surface and become firm to hard with depth.

No free groundwater was encountered in the borings and soil moisture contents were low throughout the extent of the borings.

CONCLUSIONS AND RECOMMENDATIONS

As indicated by the standard penetration test data, the soils underlying the site are moderately to very firm and are considered suitable to provide reliable support of the proposed structure. Accordingly, the proposed structure can be supported on shallow spread-type footings and slabs on-grade bearing directly on the native soils or on properly compacted structural fill. Detailed recommendations concerning site preparation and foundation design are presented in the following sections of this report.

Post-construction moisture increases in the supporting soils could cause some differential foundation movements. Therefore, moisture protection is

considered an important design consideration and should be reflected in overall site grading and drainage details as recommended in the Moisture Protection section of this report.

FOUNDATIONS

Shallow spread-type footings bearing directly the native soils or on properly compacted structural fill are recommended for the support of the structure. An allowable bearing pressure of 2,500 pounds per square foot is recommended for footing design. This bearing pressure applies to full dead load plus realistic live loads, and can be safely increased by one-third for totals loads including wind and seismic forces.

Exterior footings should be established a minimum of 2.0 feet below lowest adjacent finished grade, while interior footings should be at least 12 inches below finished floor grade. The minimum recommended width of square and continuous footings is 2.0 and 1.33 feet, respectively.

Total settlements of foundations designed and constructed as recommended herein are estimated not to exceed $\frac{3}{4}$ inch for the soil moisture contents encountered during this investigation or moisture contents introduced during construction. Differential movements should be less than 75 percent of total movements. Significant post-construction moisture increases in the supporting soils could create additional movements, and thus, the moisture protection provisions as recommended in a following section of this report are considered important for the satisfactory performance of the structure.

LATERAL LOADS

Resistance to lateral forces will be provided by soil friction between the base of floor slabs and footings and the soil and by passive earth resistance against the sides of the footings and stem walls. A coefficient of friction of 0.40 should be used for computing the lateral resistance between bases of footings and slabs and the soil. With backfill placed as recommended in the site grading section of this report, a passive soil resistance equivalent to a fluid weighing 325 pounds per cubic foot should be used for analysis.

SLABS ON GRADE

Adequate support for lightly loaded slab-on-grade floors will be provided by the native soils when compacted as recommended in a following section of this report. Thus, the use of granular base for structural support of lightly loaded slabs is not considered necessary. However, should it be desired as

a working surface, a course of granular base can be placed beneath concrete floor slabs.

Where granular base is used beneath the slabs, it should have a plasticity index of no greater than 3 and meet the following grading requirements:

Sieve Size Square Openings	Percent Passing by Dry Weight
1 Inch	100
¾ Inch	70-100
No. 4	35-85
No. 200	0-10

The granular base should be compacted to at least 95 percent of maximum dry density as determined in accordance with ASTM D1557.

The granular base will act as a capillary barrier, but will not totally eliminate the rise of moisture to the slabs. If floor coverings are proposed which are highly sensitive to moisture, it is recommended the slab be placed in accordance with the procedures recommended by the American Concrete Institute (ACI 302.1R-04).

PAVEMENTS

Based on the results of laboratory testing and in accordance with publications prepared by the Asphalt Institute, a minimum asphaltic pavement section of 3.0 inches of asphaltic concrete over 6 inches of aggregate base course over 8 inches of compacted subgrade is recommended for areas subject to light automobile traffic and parking areas. Where traffic lanes are subject to heavy automobile and truck traffic, the above section should be thickened by an additional one inch of asphalt pavement.

Areas subjected to truck traffic including delivery trucks (loading docks) and trash collection trucks (dumpster access) should be paved with a minimum of 6 inches of Portland cement concrete placed over 4 inches of compacted base course over 8 inches of compacted subgrade.

Increases in the subgrade moisture content can create weakening of the soils, thereby, shortening pavement life and causing localized failure. Therefore, all paved areas should be designed to drain completely and allow no ponding. Pavement materials should conform to materials as specified in the New Mexico Department of Transportation Standard Specifications for

Highway and Bridge Construction. All native subgrade soils should be compacted to a minimum of 95 percent of the maximum dry density determined by ASTM D-1557 density. All asphaltic pavements should be compacted to between 92 and 96 percent of the maximum Marshall Density.

SITE-GRADING

The following general guidelines should be included in the project construction specifications to provide a basis for quality control during site grading. It is recommended that all structural fill and backfill be placed and compacted under engineering observation and in accordance with the following:

- 1) After site clearing and stripping, and any required site excavations, the native soils should be densified prior to construction or placement of structural fill.
- 2) Densification of the native soils should consist of scarifying to a depth of 8 inches, moisture conditioning to the optimum moisture content or above, and compacting the area to a minimum of 95 percent of maximum dry density as determined in accordance with ASTM D-698.
- 3) The results of this investigation indicate that most of the native soils will be suitable for use as structural fill; however, some blending may be required to meet the requirements presented below. All structural fill and backfill should be free of vegetation and debris, and contain no rocks larger than 3 inches. Gradation of the backfill material, as determined in accordance with ASTM D-422, should be as follows:

Size	Percent Passing
3 inch	100
No. 4	60 - 100
No. 200	30 - 75

- 4) The plasticity index of the structural fill should be no greater than 16 when tested in accordance with ASTM D-4318.
- 5) Fill or backfill, consisting of soil approved by the geotechnical engineer, shall be placed in 8 inch loose lifts and compacted with approved compaction equipment. Loose lifts should be reduced to 4

inches if hand held compaction equipment is used. All compaction of fill or backfill shall be accomplished to a minimum of 95 percent of the maximum dry density as determined in accordance with ASTM D-698. The moisture content of the structural fill during compaction should be within 2 percent of the optimum moisture content.

- 6) Tests for degree of compaction should be determined by the ASTM D-1556 method or ASTM D-6938. Observation and field tests should be carried on during fill and backfill placement by the geotechnical engineer to assist the contractor in obtaining the required degree of compaction. If less than 95 percent is indicated, additional compaction effort should be made with adjustment of the moisture content as necessary until 95 percent compaction is obtained.

MOISTURE PROTECTION

Precautions should be taken during and after construction to minimize moisture increases of foundation soils. Positive drainage should be established away from the exterior walls of the structure. A typical adequate slope is 6 inches in the first 5 feet with positive drainage being provided from those points to streets or natural water courses. If necessary to provide positive drainage, the building area should be raised above adjacent grade with structural fill. Backfill should be well compacted and should meet the specifications outlined in the site grading section of this report. Irrigation within 10 feet of foundations should be carefully controlled. All utility trenches leading into the structure should be backfilled with compacted fill. Special care should be taken during installation of the subfloor sewers and water lines to reduce the possibility of post-construction soil moisture increases beneath the structure.

Proper landscaping and drainage maintenance is required to preclude accumulation of excessive moisture in the soils below the structure. Accumulations of excessive moisture could be harmful to some types of interior flooring, to HVAC ductwork beneath the slabs, and can weaken or cause other changes in the soils supporting the foundations. This can cause additional differential movement of foundations and can result in cosmetic or structural damage to the structure.

If any water line leaks or if irrigation system leaks are detected, they should be promptly repaired. In addition, if any depressions develop from the settlement of soils in utility trenches or other areas, they should be promptly backfilled to maintain the grade so that surface water drains rapidly away from the structure.

The foregoing recommendations should only be considered minimum requirements for overall site development. It is recommended that a civil/drainage engineer be consulted more detailed grading and drainage recommendations.

FOUNDATION REVIEW AND INSPECTION

This report has been prepared to aid in the evaluation of this site and to assist in the design of this project. It is recommended that the geotechnical engineer be provided the opportunity to review the final design drawings and specifications in order to determine whether the recommendations in this report are applicable to the final design. Review of the final design drawings and specifications should be noted in writing by the geotechnical engineer.

In order to permit correlation between the conditions encountered during construction and to confirm recommendations presented herein, it is recommended that the geotechnical engineer be retained to perform continuous observations and testing during the earthwork portion of this project. Observation and testing should be performed during construction to confirm that suitable fill soils are placed upon competent materials and properly compacted and foundation elements penetrate the recommended soils.

CLOSURE

Our conclusions, recommendations and opinions presented herein are:

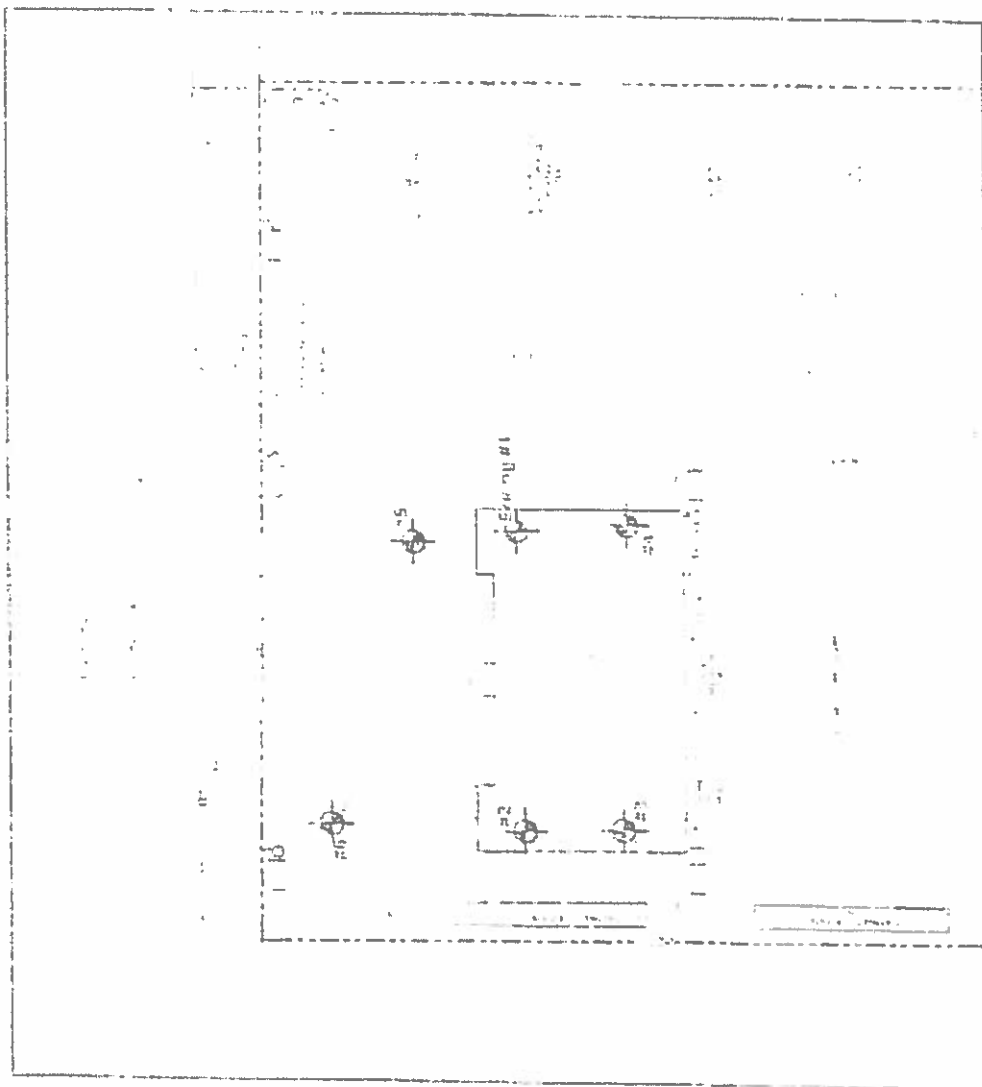
- 1) Based upon our evaluation and interpretation of the findings of the field and laboratory program.
- 2) Based upon an interpolation of soil conditions between and beyond the explorations.
- 3) Subject to confirmation of the conditions encountered during construction.
- 4) Based upon the assumption that sufficient observation will be provided during construction.
- 5) Prepared in accordance with generally accepted professional geotechnical engineering principles and practice.

This report has been prepared for the sole use of the Projects Division of the Santa Fe County Public Works Department specifically to aid in the design of the proposed new Arena Building be constructed as part the Stanley Cyclone Center in Stanley, New Mexico, and not for use by any third parties.

We make no other warranty, either express or implied. Any person using this report for bidding or construction purposes should perform such independent investigation as he deems necessary to satisfy himself as to the surface and subsurface conditions to be encountered and the procedures to be used in the performance of work on this project. If conditions encountered during construction appear to be different than indicated by this report, this office should be notified.

All soil samples will be discarded 60 days after the date of this report unless we receive a specific request to retain the samples for a longer period of time.

BORING LOCATION MAP



STANLEY CYCLONE CENTER ARENA
STANLEY NEW MEXICO
JOB NO 150606

Figure 1



Project: Stanley Cyclone Center Arena

Date: 06/11/2015

Elevation

Project No. 1-50606

Type: 5.5" OD HSA

LOG OF TEST BORINGS

GROUNDWATER DEPTH

NO: 1

During Drilling: None

After 24 Hours

DEPTH (Ft)	LOG	SAMPLE INTERVAL	TYPE	SAMPLE				SUBSURFACE PROFILE				
				N BLOWS/FT	MOISTURE %	DRY DENSITY (pcf)	USC	DESCRIPTION	N			
									blows/ft			
									20	40	60	80
			SS	9-9-11 20	5							
			SS	8-11-14 25	7							
			SS	11-12-16 28	7							
			SS	14-16-23 39	10							
							CL	SANDY CLAY low to medium plasticity, moderately cemented, firm to hard, slightly moist (tan/brown)				
			SS	14-18-23 41	13			**Occasional subangular gravel from 7' to 10'				
			SS	18-23-28 51	13							
			SS	16-25-32 57	8							
								STOPPED AUGER AT 24.5' STOPPED SAMPLER AT 26'				

LEGEND

SS - Split Spoon
AC - Auger Cuttings
UD/SL - Undisturbed Sleeve

AMSL - Above Mean Sea Level
CS - Continuous Sampler
UD - Undisturbed
ST - Shelby Tube

Stratification lines represent approximate boundaries between soil types. Transitions may be gradual. Water level readings have been made at times and under conditions stated. Fluctuations of groundwater may occur due to factors other than those present at the time measurements were made.

GEO-TEST

Project: Stanley Cyclone Center Arena

Date: 06/11/2015

Project No: 1-50606

Elevation:

Type: 5.5" OD HSA

LOG OF TEST BORINGS

GROUNDWATER DEPTH

NO: 2

During Drilling: None

After 24 Hours

DEPTH (Ft)	LOG	SAMPLE INTERVAL	TYPE	SAMPLE		N. BLOWS/ft	MOISTURE (%)	DRY DENSITY (pcf)	USC	SUBSURFACE PROFILE		DESCRIPTION	N blows/ft			
										20	40		60	80		
		UD			7-10	17										
		SS			7-9-11	20										
		SS			11-14-18	22										
		SS			12-14-19	33										
		SS			16-21-24	45										
STOPPED AUGER AT 19.5'																
STOPPED SAMPLER AT 21'																

LEGEND

SS - Split Spoon
AC - Auger Cullings
UD SL - Undisturbed Sleeve

AMSL - Above Mean Sea Level
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GEO-TEST

Project Stanley Cyclone Center Arena

Date 06/11/2015

Elevation

Project No. 1-50606

Type 5.5" OD HSA

LOG OF TEST BORINGS

GROUNDWATER DEPTH

NO: 3

During Drilling: None

After 24 Hours:

DEPTH (ft)	LOG	SAMPLE INTERVAL	TYPE	N BLOWS/FT	MOISTURE %	DRY DENSITY (pcf)	USC	DESCRIPTION	N blows/ft			
									20	40	60	80
					5							
		SS 6-8-10		18	7							
		SS 7-10-13		23	7							
		SS 12-13-16		29								
					5							
		SS 12-14-19		33								
					4							
		SS 13-15-17		32								
					15							
		SS 11-13-16		29								
					7							
		SS 14-16-20		35								

SANDY CLAY, low to medium plasticity moderately cemented firm to very firm, slightly moist, tan/brown

STOPPED AUGER AT 24.5'
STOPPED SAMPLER AT 26'

LEGEND

SS - Split Spoon
AC - Auger Cuttings
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GEO-TEST

Project: Stanley Cyclone Center Arena

Date: 06/11/2015

Project No: 1-50606

Elevation

Type: 5.5" OD HSA

LOG OF TEST BORINGS

GROUNDWATER DEPTH

NO: 4

During Drilling: None

After 24 Hours

DEPTH (FT)	LOG	SAMPLE INTERVAL	TYPE	SAMPLE		DRY DENSITY (pcf)	USC	DESCRIPTION	N blows/ft			
				1)	2)				20	40	60	80
			SS	5-6	6	10						
				12		10						
			SS	7-11	13							
				24		9						
			UD	9-20								
				29								
			SS	11-15	18	13						
				33								
			SS	14-16	21	12						
				37								
			SS	13-19	23	11						
				42								
								STOPPED AUGER AT 19.5'				
								STOPPED SAMPLER AT 21'				

LEGEND

SS - Split Spoon
AC - Auger Cuttings
UD/SL - Undisturbed Sleeve

AMSL - Above Mean Sea Level
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UD - Undisturbed
ST - Shelby Tube

Stratification lines represent approximate boundaries between soil types. Transitions may be gradual. Water level readings have been made at times and under conditions stated. Fluctuations of groundwater may occur due to factors other than those present at the time measurements were made.



Project: Stanley Cyclone Center Arena

Date: 06/11/2015

Project No: 1-50606

Elevation:

Type: 5.5" OD HSA

LOG OF TEST BORINGS

GROUNDWATER DEPTH

NO: 5

During Drilling: None

After 24 Hours.

DEPTH (ft)	LOG	SAMPLE INTERVAL	TYPE	N. BLOWS/FT	MOISTURE %	DRY DENSITY lb/cft	USC	DESCRIPTION	SUBSURFACE PROFILE			
									N blows/ft			
									20	40	60	80
			AC				CL	SANDY CLAY, moderately cemented, low to medium plasticity, firm, slightly moist, tan/brown				
								STOPPED AUGER AT 4.5'				

LEGEND

SS - Split Spoon
AC - Auger Cuttings
UD/SL - Undisturbed Sleeve

AMSL - Above Mean Sea Level
CS - Continuous Sampler
UD - Undisturbed
ST - Shelby Tube

Stratification lines represent approximate boundaries between soil types. Transitions may be gradual. Water level readings have been made at times and under conditions stated. Fluctuations of groundwater may occur due to factors other than those present at the time measurements were made.

LOG OF TEST BORINGS

GROUNDWATER DEPTH

NO: 6

During Drilling: None

After 24 Hours

DEPTH (FT)	LOG	SAMPLE INTERVAL	TYPE	SAMPLE			USC	DESCRIPTION	SURFACE PROFILE			
				N BLOWS/FT	MOISTURE	DRY DENSITY (pcf)			N			
									blows/ft			
									20	40	60	80
			AC				CL	SANDY CLAY, moderately cemented, low to medium plasticity, firm, slightly moist tan brown				
								STOPPED AUGER AT 4.5'				

LEGEND

SS - Split Spoon
AC - Auger Cuttings
UD/SL - Undisturbed Sleeve

AMSL - Above Mean Sea Level
CS - Continuous Sampler
UD - Undisturbed
ST - Shelby Tube

Stratification lines represent approximate boundaries between soil types. Transitions may be gradual. Water level readings have been made at times and under conditions stated. Fluctuations of groundwater may occur due to factors other than those present at the time measurements were made.

SUMMARY OF LABORATORY RESULTS

TEST HOLE	DEPTH (FEET)	UNIFIED CLASS	MOIST	LL	PI	SIEVE ANALYSIS PERCENT PASSING												
						NO 200	NO 100	NO 40	NO 10	NO 4	3.0"	1.2"	3/4"	1"	1 1/2"	2"	4"	
1	0.5		6.1															
1	2.5	CL	6.9	20	12	67	77	87	96	99	100							
1	4.5	CL	6.8	30	16	73	80	88	96	99	100							
1	9.5	CL	10.2	29	16	87	91	95	98	98	100							
1	14.5	CL	9.7	33	19	59	68	77	85	88	92							100
1	19.5		10.3															
1	24.5		7.9															
2	2.5	CL-MIL	6.0	21	7	67	84	95	99	100								
2	4.5	CL	7.7	27	13	71	81	92	99	100								
2	9.5	CL	6.3	25	15	58	67	82	90	94	97							100
2	14.5		9.8															
2	19.5		8.1															
3	0.5		5.2															
3	2.5	CL	7.1	29	13	73	84	94	99	99	100							
3	4.5		6.5															
3	9.5	CL	5.3	27	14	57	61	82	93	95	97							100
3	14.5		4.0															
3	19.5	CL	15.2	37	21	84	92	98	99	100								
3	24.5		7.1															

Project: Stanley Cyclone Center Arena
Location: Stanley, New Mexico
Number: 1-50606

LL = LIQUID LIMIT
PI = PLASTICITY INDEX
NP - NON PLASTIC or NO VALUE

DEO-TEST

SUMMARY OF LABORATORY RESULTS

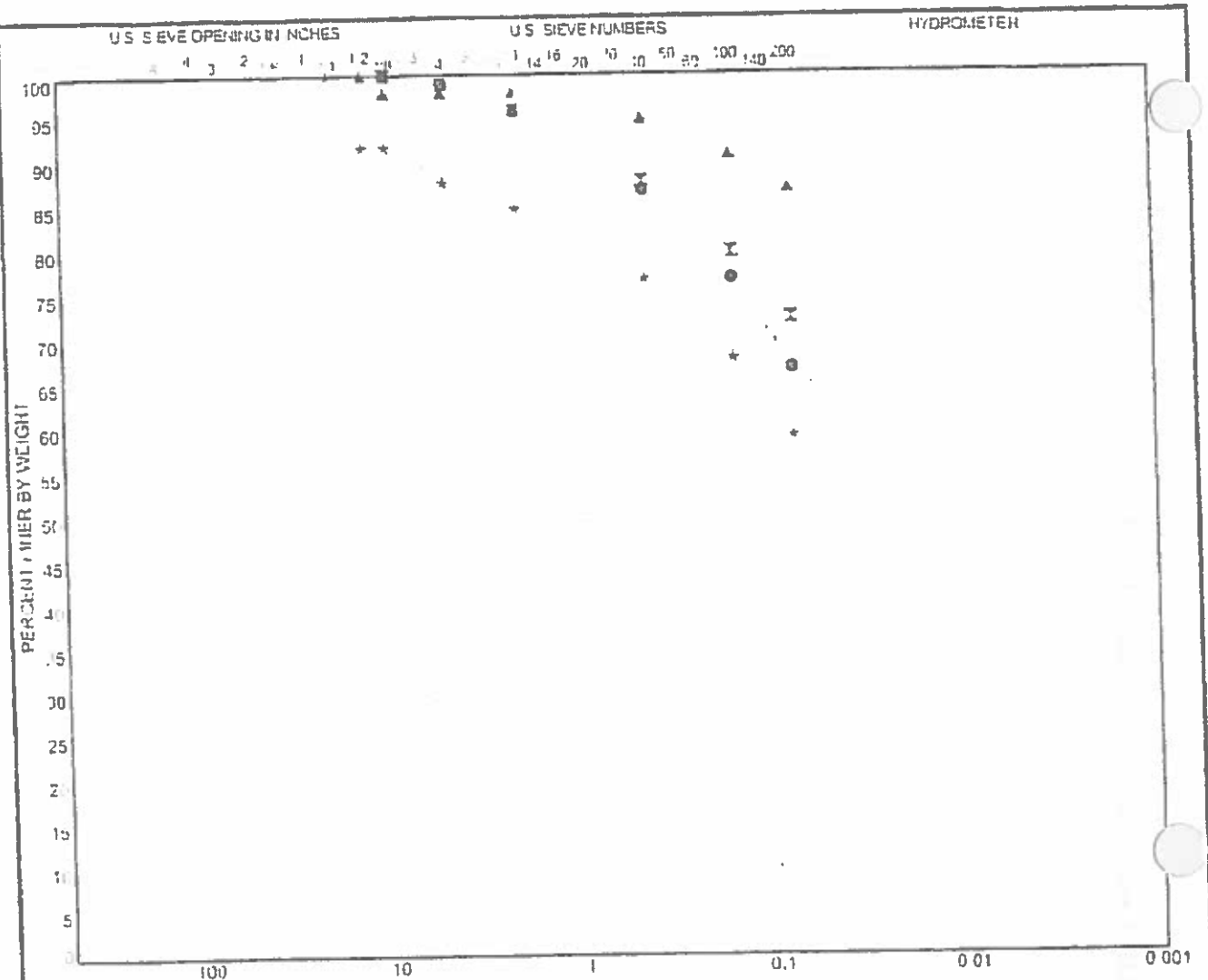
Sheet 2 of 2

TEST HOLE	DEPTH FEET	UNIFIED CLASS	MOIST	LL	PI	140 200	100 100	100 40	100 10	100 4	SIEVE ANALYSIS PERCENT PASSING					
											7/8"	1/2"	3/4"	1"	1 1/2"	2"
4	0.5		9.5													
4	2.5		10.0													
4	4.5	CL	9.0	32	17	74	87	94	98	100						
4	9.5	CL	12.6	32	18	80	89	97	100							
4	14.5	CL	11.7	33	18	85	89	95	99	100						
4	19.5		10.5													
5	0-4.5	CL	8.5	28	13	72	81	88	94	97	98	100				
6	0-4.5	CL	8.7	30	14	74	81	88	93	95	96	97	100			

Project: Stanley Cyclone Center Arena
Location: Stanley New Mexico
Number: 1 50606

LL = LIQUID LIMIT
PI = PLASTICITY INDEX
NP = NON PLASTIC or NO VALUE

DEO-TEST



COBBLES			GRAVEL		SAND			SILT OR CLAY				
			coarse	fine	coarse	medium	fine					
Specimen Identification			Classification					LL	PL	PI	Cc	Cu
●	1	2.5	SANDY LEAN CLAY(CL)					28	16	12		
⊗	1	4.5	LEAN CLAY with SAND(CL)					30	14	16		
▲	1	9.5	LEAN CLAY(CL)					29	13	16		
★	1	14.5	SANDY LEAN CLAY(CL)					33	14	19		
Specimen Identification			D100	D60	D30	D10	%Gravel	%Sand	%Silt		%Clay	
●	1	2.5	9.5				1.0	32.2	66.8			
⊗	1	4.5	9.5				1.0	26.5	72.5			
▲	1	9.5	12.5				2.0	10.9	87.1			
★	1	14.5	19	0.08			12.0	28.8	59.2			

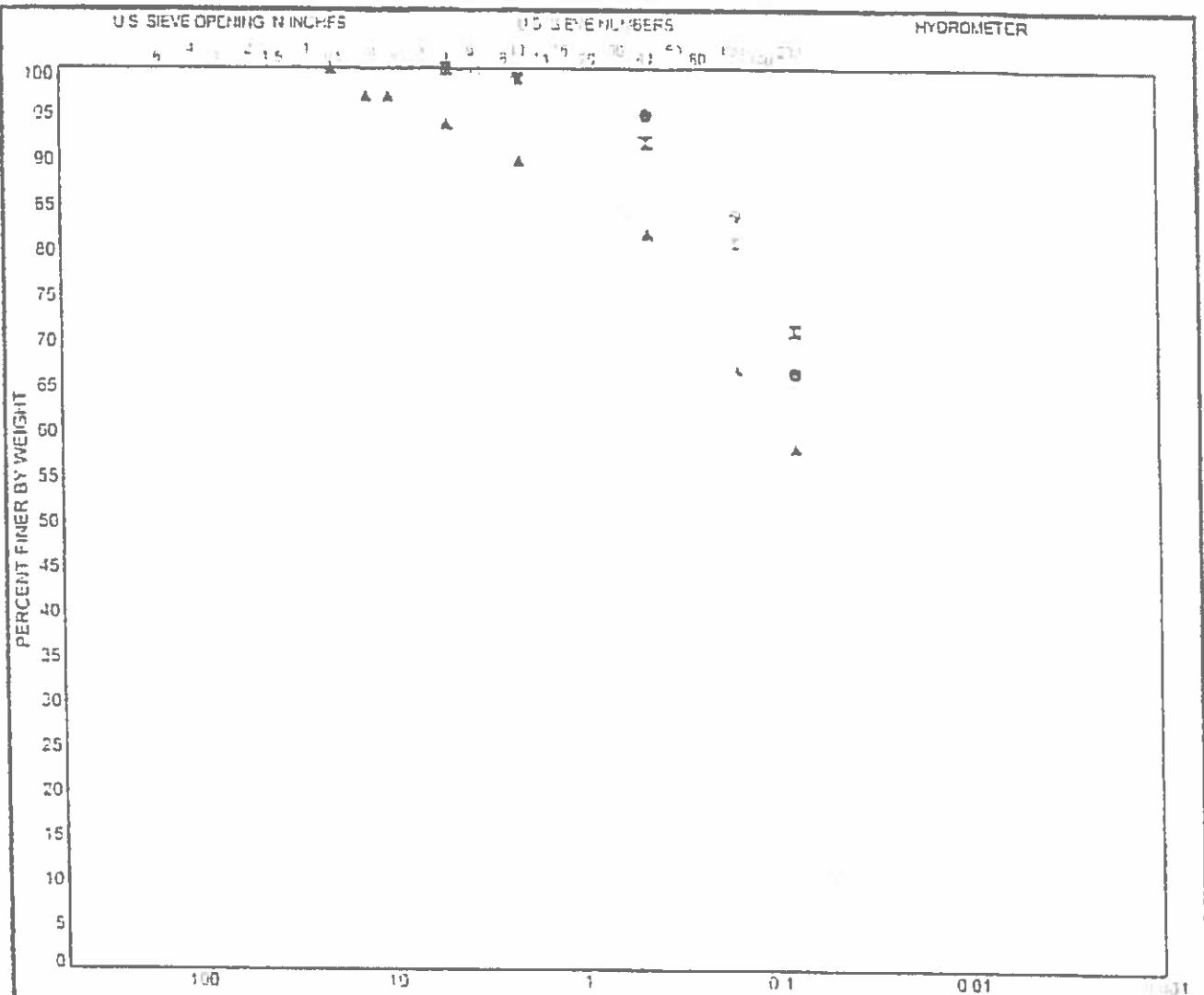
GRAIN SIZE DISTRIBUTION

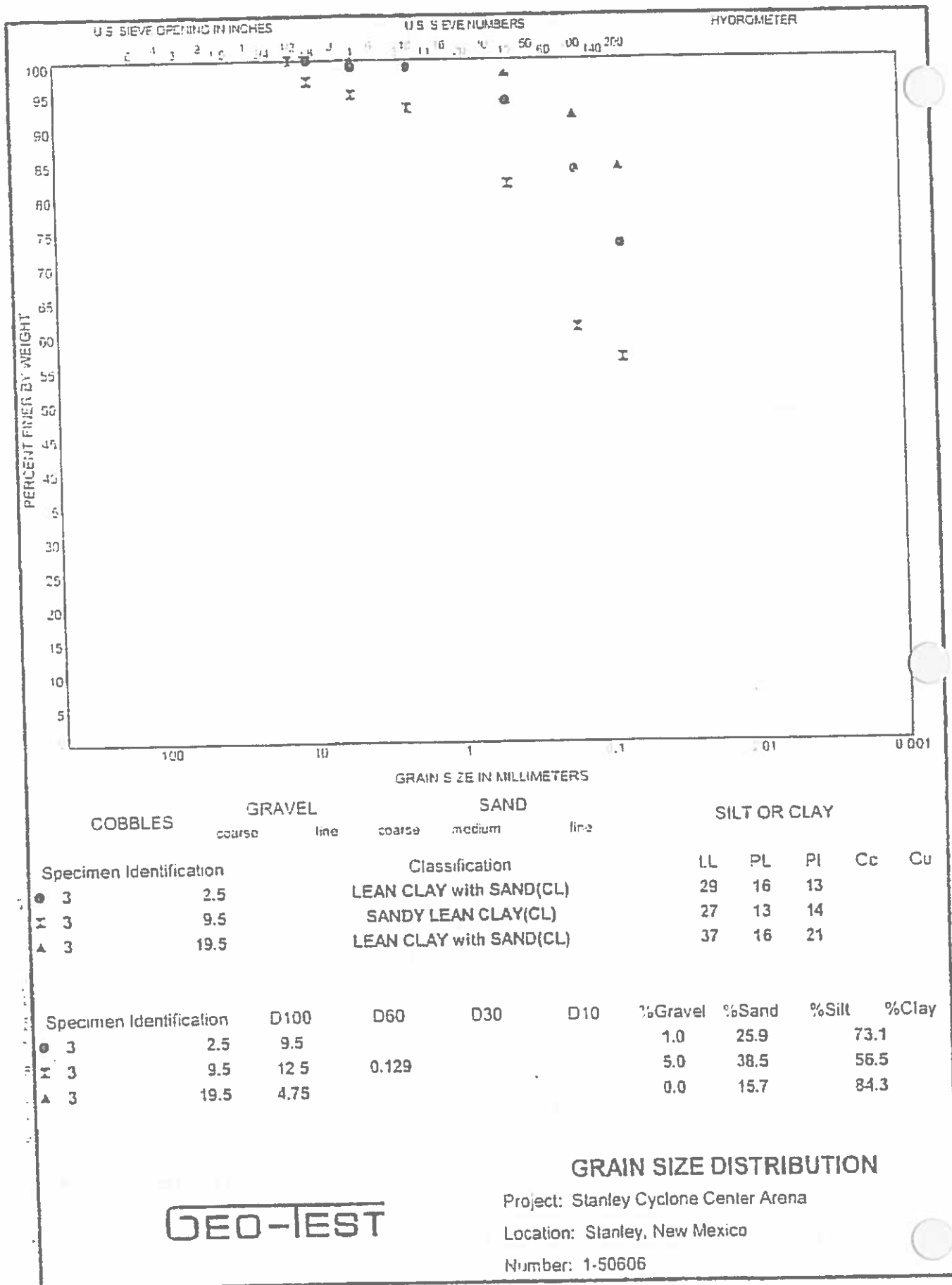
GEO-TEST

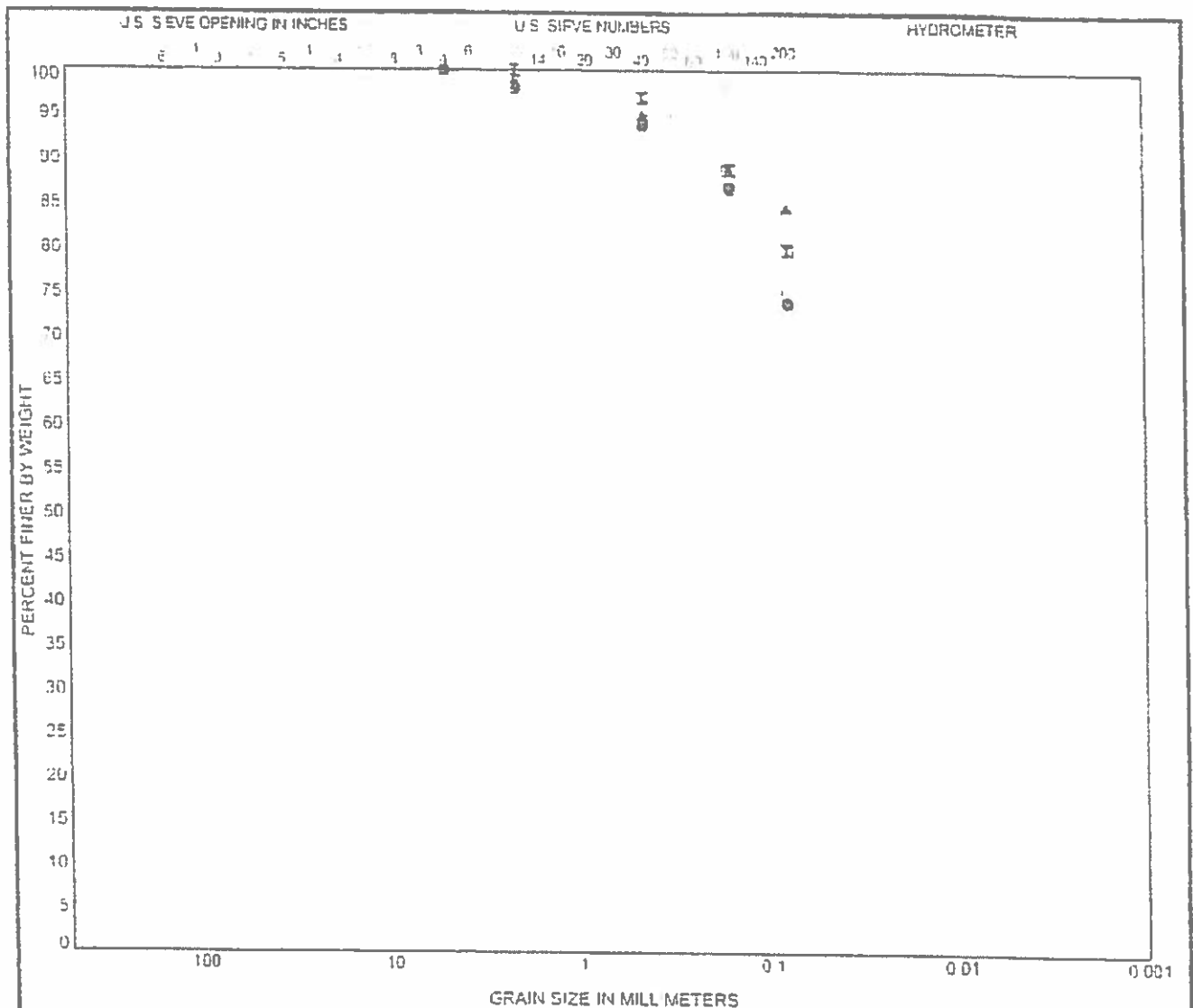
Project: Stanley Cyclone Center Arena

Location: Stanley, New Mexico

Number: 1-50606







COBBLES GRAVEL SAND SILT OR CLAY

coarse fine coarse medium fine

Specimen Identification	Classification	LL	PL	PI	Cc	Cu
● 4 4.5	LEAN CLAY with SAND(CL)	32	15	17		
⊗ 4 9.5	LEAN CLAY with SAND(CL)	32	14	18		
▲ 4 14.5	LEAN CLAY with SAND(CL)	33	15	18		

Specimen Identification	D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay
● 4 4.5	4.75				0.0	26.0		74.0
⊗ 4 9.5	2				0.0	20.0		80.0
▲ 4 14.5	4.75				0.0	15.2		84.8

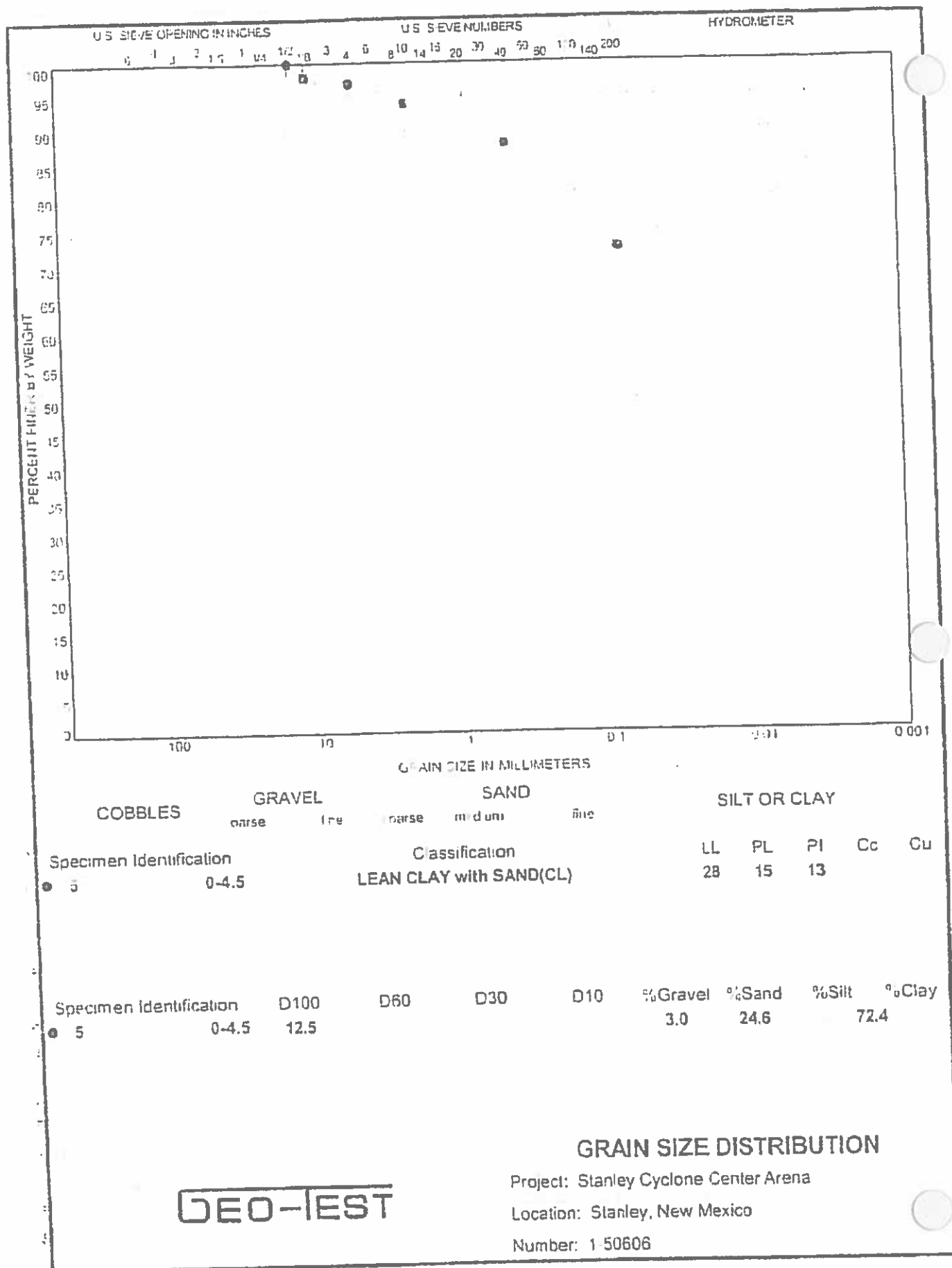
GRAIN SIZE DISTRIBUTION

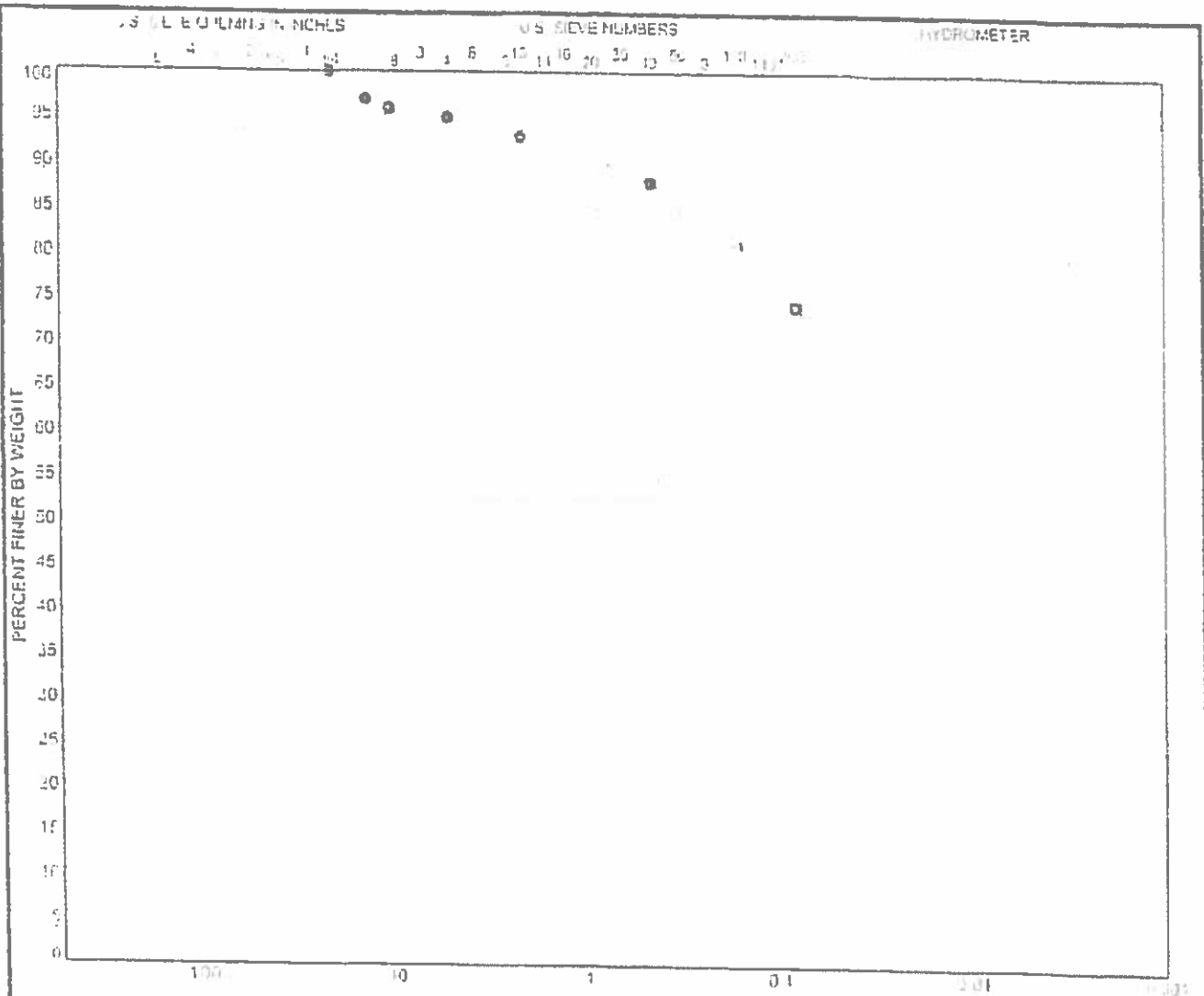
GEO-TEST

Project: Stanley Cyclone Center Arena

Location: Stanley, New Mexico

Number: 1-50606





GRAIN SIZE IN MILLIMETERS											
COBBLES		GRAVEL		SAND			SILT OR CLAY				
		coarse	fine	coarse	medium	fine					
Specimen Identification		Classification					LL	PL	PI	Cc	Cu
● 6	0-4.5	LEAN CLAY with SAND(CL)					30	16	14		
Specimen Identification		D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay		
● 6	0-4.5	19				5.0	20.7		74.3		

GRAIN SIZE DISTRIBUTION

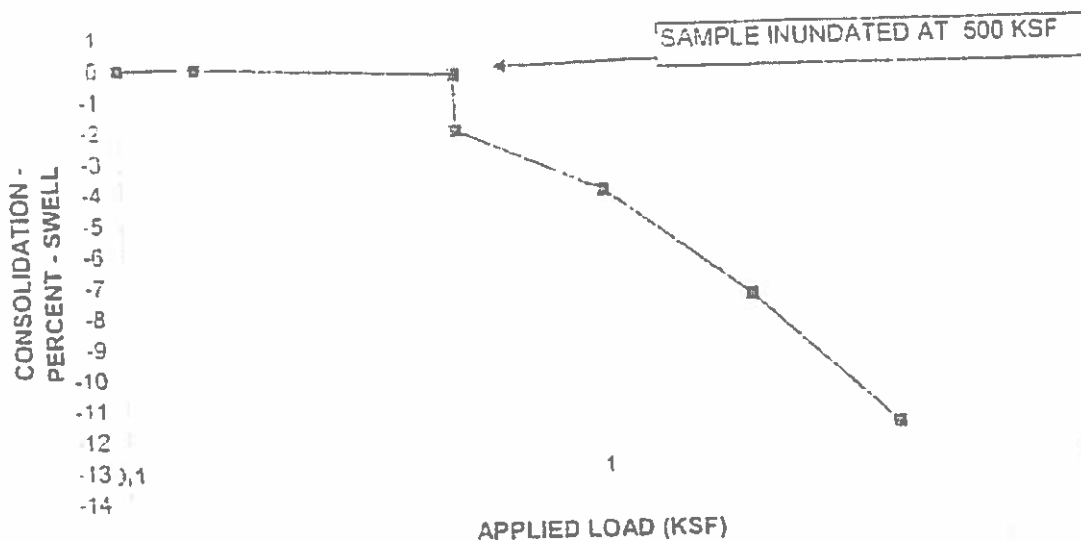
GEO-TEST

Project: Stanley Cyclone Center Arena

Location: Stanley, New Mexico

Number: 1-50606

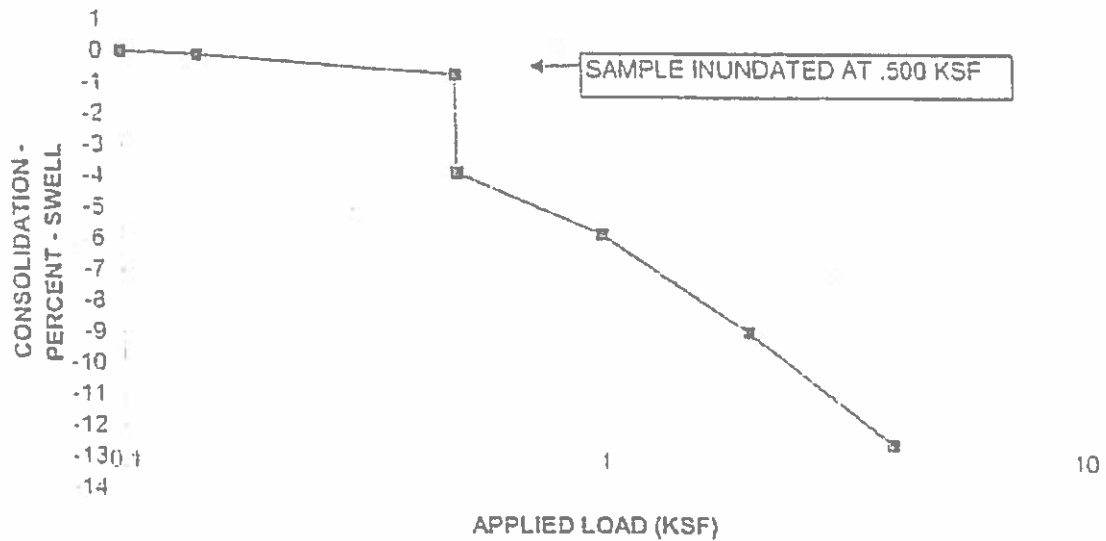
CONSOLIDATION TEST RESULT
STANLEY CYCLONE CENTER PROJECT
JOB NO. 1-50606



INITIAL MOISTURE CONTENT = 57 %
INITIAL DRY DENSITY = 88.1 PCF

Boring #2 @ 2.5'

CONSOLIDATION TEST RESULT
STANLEY CYCLONE CENTER PROJECT
JOB NO. 1-50606



INITIAL MOISTURE CONTENT = 80 %
INITIAL DRY DENSITY = 92.0 PCF

Boring #4 @ 2.5'

Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathleen Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

September 15, 2015

SANTA FE COUNTY
IFB#2016-0067-PW/BT
CONSTRUCTION SERVICES FOR THE
STANLEY CYCLONE CENTER ARENA

ADDENDUM #5

Dear Proponents,

This addendum is issued to reflect the following immediately. It shall be the responsibility of interested bidders to adhere to any changes or revisions to the IFB as identified in this Addendum No. 5. This documentation shall become permanent and made part of the departmental files.

Listed below are clarifications of the IFB and questions received via email concerning the above referenced IFB.

Clarification# 1 - Santa Fe County does not approve any product substitutions prior to bid opening per Section 12. Substitutions of the Invitation for Bid.

Question# 1- Please clarify requested R-value (11" = R35). R-37 is not achievable using combinations of standard PEMB insulation thickness.

Answer# 1- *11" = R-37 is indeed available from some manufacturers including the one referenced in the spec. However, 11" = R-35 is acceptable.*

Question# 2- Please clarify requested R-value (6" = R-19). R-20 is not achievable using conventional PEMB insulation thickness.

Answer# 2- *6" = R-20 is indeed available from some manufacturers including the one referenced in the spec. However, 6" = R-19 is acceptable.*

- Question# 3- Insulation facing- Can you please clarify why there are two different types of vapor retarders being specified for the roof and walls?
- Answer# 3- *Either is acceptable.*
- Question# 4- Insulation Support System- Is the description meant to imply the use of Sky-Web insulation support? If so, the by design, Sky-Web cannot be used on thickness greater than 8".
- Answer# 4- *Any support system that adequately supports the insulation in close contact with the substrate without over-compressing it is acceptable.*
- Question# 5- Plan Sheet C2: At the west end of Pond #3 there are 2 call outs for the same pipe, one indicating 8" PVC and the other indicating 6" PVC. Please clarify, and is the "pond riser" detail on sheet C3 this pipe?
- Answer# 5- *It is 8", and yes that is the correct detail.*
- Question# 6- Plan Sheet C1: Please provide specs details for the pump connections for the suction and service lines from the cistern tank and to the yard hydrant.
- Answer# 6- *See detail 2 C3. Suction line is 1" PVC, service line to yard hydrant is 1/4" PVC, line to irrigation is 1" PVC, overflow to pond is 2" PVC and vent is 3" PVC.*
- Question# 7- Plan Sheet FP-0.2: Calls out the FDC to have "Santa Fe Thread" will this be required on the Fire Hydrant as well?
- Answer# 7- *The Fire Department Connection (FDC) shall be threaded per Santa Fe County Fire Department or the Authority Having Jurisdiction requirements. The fire hydrants shall be threaded similarly.*
- Question# 8- Do you have an Architects estimated budget? I need a value to provide to our bonding company.
- Answer# 8- *Santa Fe County is not releasing that information at this time. Bid bonds are 5% of your submitted bid.*
- Question# 9- Would you be willing to get an official clarification of the ironworker subsistence pay from Workforce Solutions. The wage poster states "All of Santa Fe County shall be \$5.00/hr "subsistence area".

- Answer# 9- *Contractors are to comply with the wage poster that states \$5.00 hr subsistence pay for Santa Fe County.*
- Question# 10- *Army Corps of Engineers are referenced in the steel spec, many metal building suppliers are apprehensive about providing a price. Can you please clarify the Army Corps involvement in this project and a reference to locate the desired specifications?*
- Answer# 10- *This reference is hereby eliminated.*
- Question# 11- *In the drawings it references Butler building or equal. Will you accept other metal building manufacturers besides Butler?*
- Answer# 11- *Other building manufacturers besides Butler will be accepted, if they are equivalent in quality and specifications.*
- Question# 12- *Per Specification 083323-5 2 8 H.1 - Door Finish calls for Fluoropolymer Coated Steel. This is not available for coiling service doors.*
- Answer# 12- *We find several manufacturers offering Kynar coated doors, however we will accept as a substitute, powder coated steel with minimum coating thickness of 4 mils.*
- Question# 13- *Will domestic material be required for this project?*
- Answer# 13- *Domestic materials will be preferred, but not required.*
- Question# 14- *Plan sheet L1: calls out 24" x 24" yard drains per detail 1/C1. The detail shows the grate size to be 12" x 12". Please clarify and provide specs for the drain basins and grates (mfg).*
- Answer# 14- *They are 24" x 24", equal to NDS Model 2400 HDPE tapered drop inlet with Polyolefin grate, with UV inhibitors, 60 psi load capacity.*
- Question# 15- *Detail 3 C1: please provide specs for the proposed Xerxes tank and "Freeze Proof Faucet".*
- Answer# 15- *Xerxes underground fiberglass non-potable water storage tank as manufactured by Xerxes Corporation, or equal.
Frost proof hydrant Woodford R34 with faucet lock, or equal.*

- Question# 16- Detail 3/C1: What size is the proposed vent/overflow inverted J pipe?
- Answer# 16- *Please see Question 6 above.*
- Question# 17- Plan sheet SU-1.01: Please provide specs for the proposed septic tank. MFG, dimensions, and material type.
- Answer# 17- *The proposed septic tank shall be an "Infiltrator" model #IM-1530 or equipment of equal performance. See the attached specification sheet for more information.*
- Question# 18- Plan sheet SU-1.01: Will 1 1/4" PVC Sch. 80 be acceptable material to construct the proposed domestic waterline?
- Answer# 18- *Schedule 80 PVC is permissible for the 1 1/4" water supply below grade to the building. Once in the building water piping shall be as noted on sheet P-0.1 "PLUMBING GENERAL NOTES:" note 5.*
- Question# 19- Please clarify major manufacturers of toilet accessories- I'm not finding an equal to on the paper towel/waste receptacle.
- Answer# 19- *Bobrick B3944, Bradley 2027, American Specialties 0469*
- Question# 20- The 600 c-fold and 800 multi-fold with small waste come in a combination unit. Do you have a model number and/or manufacturer?
- Answer# 20- *See answer to question #19.*
- Question# 21- Plan sheet L1: Will the 6" PVC Storm Drain Line be SDR35, Sch-40, Solvent Cement, or gasket? Will HDPE N-12 be acceptable?
- Answer# 21- *Schedule 40 solvent welded.*

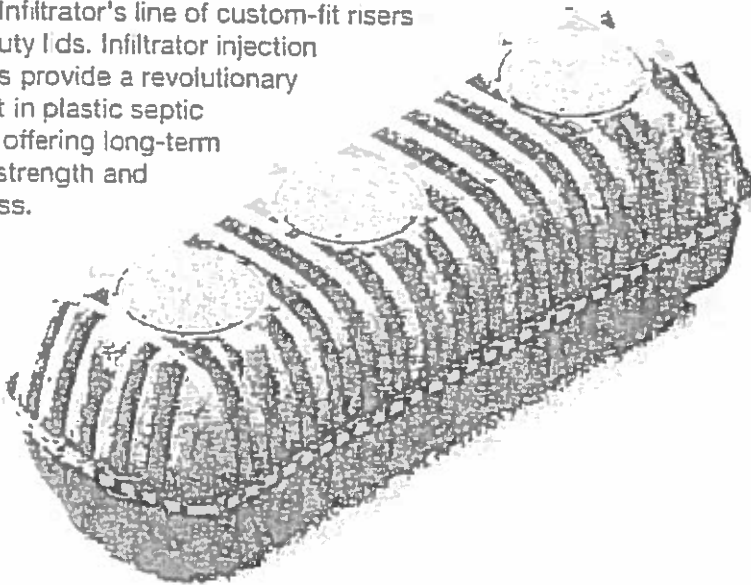
Please add this Addendum #5 to the original bid documents and refer to bid documents, hereto as such. This and all subsequent addenda will become part of any resulting contract documents and have effects as if original issued. All other unaffected sections will have their original interpretation and remain in full force and effect.

Responders are reminded that any questions or need for clarification must be addressed to Bill Taylor, Procurement Manager at wtaylor@sanjosecountynm.gov.

tanks

IM-1530

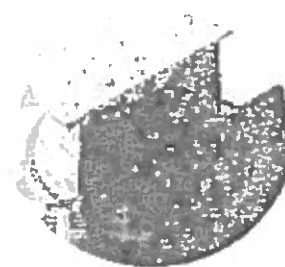
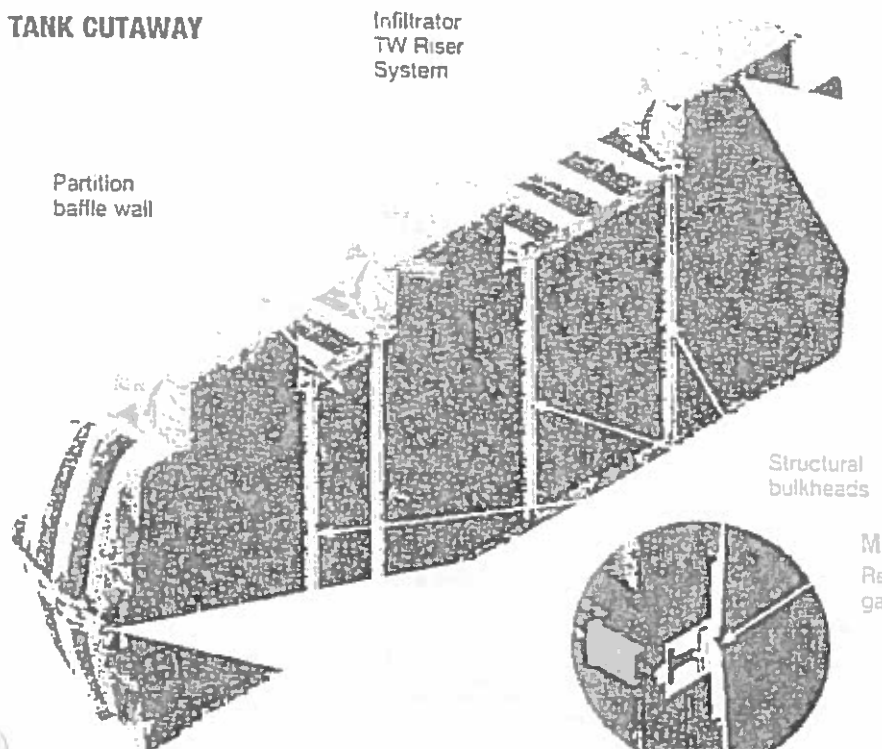
The Infiltrator IM-1530 is a lightweight strong and durable septic tank. This watertight tank design is offered with Infiltrator's line of custom-fit risers and heavy-duty lids. Infiltrator injection molded tanks provide a revolutionary improvement in plastic septic tank design, offering long-term exceptional strength and watertightness.



Features & Benefits

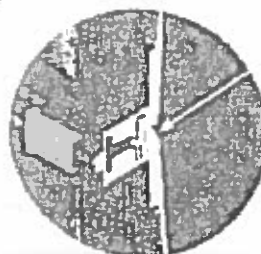
- Strong injection molded polypropylene construction
- Lightweight plastic construction and inboard lifting lugs allow for easy delivery and handling
- Integral heavy-duty green lids that interconnect with TW™ risers and pipe riser solutions
- Structurally reinforced access ports eliminate distortion during installation and pump-outs
- Reinforced structural ribbing and fiberglass bulkheads offer additional strength
- Can be installed with 6" to 48" of cover
- Can be pumped dry during pump-outs
- Suitable for use as a septic tank, pump tank, or rainwater (non-potable) tank
- No special installation, backfill or water filling procedures are required

TANK CUTAWAY



HEAVY DUTY LID CUTAWAY

Reinforced 24" structural access port



MID-SEAM CUTAWAY

Reinforced water tight mid-seam gasketed connection

Protecting the Environment with Innovative Wastewater Treatment Solutions

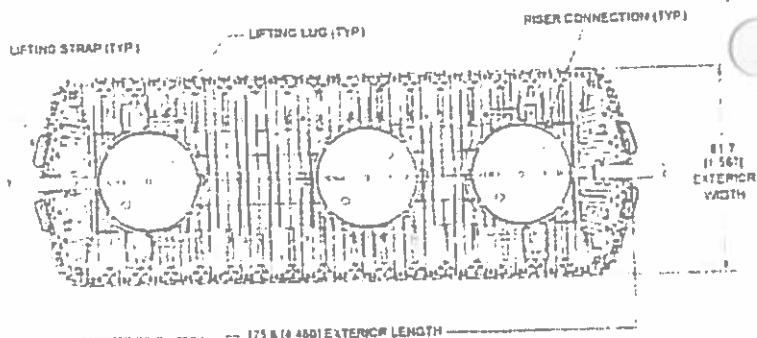
INFILTRATOR

IM-1530 General Specifications and Illustrations

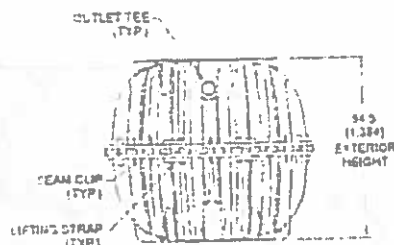
The IM-1530 is an injection molded two piece mid-seam plastic tank. The IM-1530 injection molded plastic design allows for a mid-seam joint that has precise dimensions for accepting an engineered EPDM gasket. Infiltrator's gasket design utilizes technology from the water industry to deliver proven means of maintaining a watertight seal.

The two-piece design is permanently fastened using a series of non-corrosive plastic alignment dowels and locking seam clips. The IM-1530 is assembled and sold through a network of certified Infiltrator distributors.

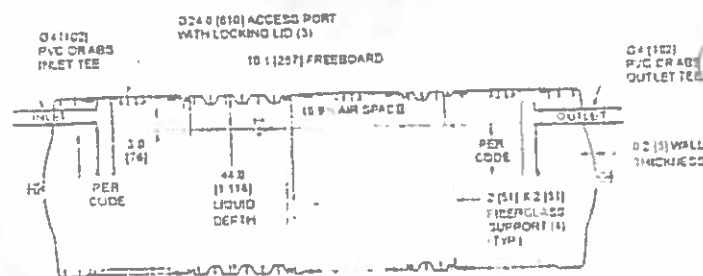
Working Capacity	1537 gal (5818 L)
Total Capacity	1787 gal (6755 L)
Airspace	16.9%
Length	176" (4460 mm)
Width	62" (1567 mm)
Length-to-Width Ratio	2.8 to 1
Height	55" (1384 mm)
Liquid Level	44" (1118 mm)
Invert Drop	3" (76 mm)
Fiberglass Supports	4
Compartments	1 or 2
Maximum Burial Depth	48" (1219 mm)
Minimum Burial Depth	6" (152 mm)
Maximum Pipe Diameter	4" (100 mm)
Weight	501 lbs (228 kg)



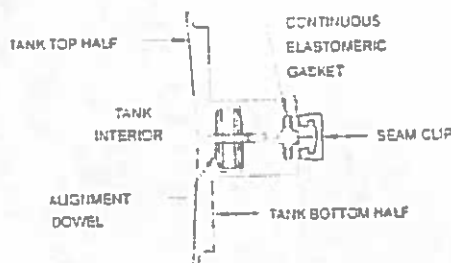
TOP VIEW



END VIEW



SIDE VIEW



MID-HEIGHT SEAM SECTION

INFILTRATOR

4 Business Park Road
P.O. Box 768
Old Saybrook, CT 06475
860-577-7000 • Fax 860-577-7001
1-800-221-4436
www.infiltratorsystems.com

U.S. Patents 4,759,651; 5,017,041; 5,156,488; 5,336,017; 5,401,116; 5,401,453; 5,511,903; 5,718,163; 5,988,778; 5,839,844 Canadian Patents: 1,329,959; 2,004,564 Other patents pending. Infiltrator, Equulizer, Cuckit, and SealWinder are registered trademarks of Infiltrator Systems, Inc. Infiltrator is a registered trademark in France. Infiltrator Systems, Inc. is a registered trademark in Mexico. Contour, MicroLeaching, PolyTuff, ChamberSpacer, MultiPort, PosiLock, CuckCut, QuickPlay, SnapLock and StraghtLock are trademarks of Infiltrator Systems, Inc. PolyLok is a trademark of PolyLok, Inc. TUF-TITE is a registered trademark of TUF-TITE, INC. Ultra-Rip is a trademark of IPEX Inc.
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Contact Infiltrator Systems Technical Services Department for assistance at 1-800-221-4436

Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathleen Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

September 14, 2015

SANTA FE COUNTY
IFB#2016-0067-PW/BT
CONSTRUCTION SERVICES FOR THE
STANLEY CYCLONE CENTER ARENA

ADDENDUM #4

Dear Proponents,

This addendum is issued to reflect the following immediately. It shall be the responsibility of interested bidders to adhere to any changes or revisions to the IFB as identified in this Addendum No. 4. This documentation shall become permanent and made part of the departmental files.

Listed below are clarifications of the IFB and questions received via email concerning the above referenced IFB.

Question# 1- Please provide specification for missing chain link fence spec# 323113.

Answer# 1- *Chain link fencing is specified on detail 4, sheet C-1.*

Question# 2- Is any rigid perimeter insulation required at below grade foundations?

Answer# 2- *2" R-10 EPS is required at Storage, Office Concessions and Restrooms only, not surrounding the arena.*

Question# 3- Is a dumpster enclosure required? No details shown on plans.

Answer# 3- *No trash enclosure is required.*

Question# 4- Section 083323 includes fire rated counter door with "S" label, the door schedule doesn't give them any rating (doors #17 & 23). Are they rated?

Answer# 4- *They are 20 minute rated per code.*

- Question# 5- Door #05 is noted as having a 20 min rating. Is this door rated?
- Answer# 5- *It is 20 minute rated per code.*
- Question# 6- In addendum #3, the answer to question #5 says "See answer to Question #5."
- Answer# 6- *It should read "See answer to Question #4."*
- Question# 7- Can you please confirm the toilet is Overhead rail braced per 2.2B of the specifications and not any other option listed in 2.4 of the specifications?
- Answer#7- *Yes, they are overhead braced as called for on the drawings and as specified.*
- Question# 8- Is there a specific mfg and color for the plastic laminate?
- Answer# 8- *No. Acceptable manufacturers include Wilsonart, Nevamar, Formica or equal. Color will be a single solid color.*
- Question# 9- Please specify the type of brackets in section 2.2F two types are listed.
- Answer# 9- *They are stirrup type, not full height.*
- Question# 10- Will the curb and gutter be required at the parking area and drives? Please provide details and locations.
- Answer# 10- *No.*
- Question# 11- Please define the extents of the gravel overflow parking and drive for Additive Alternate No.4. Specifically, delineate which portion of the drive at the east and west side of the new building is in the alternate and which is in the base bid.
- Answer# 11- *Please refer to sheets C'0 and C'2. Both have a dotted line labeled "Bid Alternate" that shows which portion of the drive is in the alternate.*
- Question# 12- Is the gravel base course parking area in the base bid to be striped?

- Answer# 12- *No. Spaces are delineated with the use of parking bumpers.*
- Question# 13- Is the gravel in the base course parking area in the alternate to be striped?
- Answer# 13- *No. In both cases, the dotted lines between spaces are simply so that the permitting authorities can easily identify and count the spaces.*
- Question# 14- It appears from google maps the eastern entrance drive was paved in a previous project. The existing asphalt paving is not shown on the drawings for this project. How are we to handle this existing pavement?
- Answer# 14- *It will remain paved. It will not require regrading or gravel surfacing.*
- Question# 15- Do the metal building, exposed main frames get painted?
- Answer# 15- *As covered in Addendum #3, factory cover steel with 1 coat of gray water-reducible alkyd primer paint formulated to equal or exceed performance requirements SSPC-Paint 15 with a minimum coating thickness of 1.0 mil.*
- Question# 16- Do the metal building, exposed girts and purlins get painted?
- Answer# 16. *As covered in Addendum #3, factory cover steel with 1 coat of gray water-reducible alkyd primer paint formulated to equal or exceed performance requirements SSPC-Paint 15 with a minimum coating thickness of 1.0 mil.*
- Question# 17- Are the metal building girts, flush mount or by pass mounted? By Pass are generally cheaper.
- Answer# 17- *They may be either.*
- Question# 18- Is gravel below floor slab 4" per sh S-101, or 5" per sh A5?
- Answer# 18- *It is 4" per sheet S-101.*
- Question# 19- Does the dirt area of the arena require any special preparation or special dirt fill to be brought in?
- Answer# 19- *No.*

Question# 20- Is Dirt grade in arena to be flush with the concrete floor slab as shown on structural and architectural drawings?

Answer# 20- Yes.

Question# 21- Is Sept 14 or 15 last day for questions?

Answer# 21- *Last day for questions is September 10, 2015.*

Question# 22- The drawings do not show the rodeo panels posts (3' +/-) to be set in concrete. The specifications only say to anchor securely. Do you want the posts anchored in dirt or concrete? If it requires concrete, please provide details.

Answer# 22- *No, they are anchored in dirt.*

Question# 23- The header row of the hardware schedule on page 08710-13 is missing.

Answer# 23- *This was addressed in Addendum #3, and a revised schedule with the missing row was provided.*

Please add this Addendum #4 to the original bid documents and refer to bid documents, hereto as such. This and all subsequent addenda will become part of any resulting contract documents and have effects as if original issued. All other unaffected sections will have their original interpretation and remain in full force and effect.

Responders are reminded that any questions or need for clarification must be addressed to Bill Taylor, Procurement Manager at wtaylor@santafecountynm.gov.

Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathleen Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

September 4, 2015

SANTA FE COUNTY
IFB#2016-0067-PW/BT
CONSTRUCTION SERVICES FOR THE
STANLEY CYCLONE CENTER ARENA

ADDENDUM #3

Dear Proponents,

This addendum is issued to reflect the following immediately. It shall be the responsibility of interested bidders to adhere to any changes or revisions to the IFB as identified in this Addendum No. 3. This documentation shall become permanent and made part of the departmental files.

ATTACHMENT A:	PRE-BID ATTENDANCE SHEET
ATTACHMENT B:	SECTION 08710-1 DOOR HARDWARE
ATTACHMENT C:	SECTION 09220 PORTLAND CEMENT PLASTER
ATTACHMENT D:	SECTION 126100 BLEACHERS
ATTACHMENT E:	SHEET SK-FP01 FIRE PROTECTION WATER PUMP EQUIPMENT AND PIT DETAIL
ATTACHMENT F:	SHEET SK-FP02 WATER STORAGE TANK WITH COMBINATION FIRE PROTECTION WATER AND DOMESTIC WATER DETAIL

Listed below are clarifications of the IFB and questions received via email concerning the above referenced IFB.

- Question# 1- Sheet FP-0.1 gives information about the new water storage tank. Can you please provide information regarding required foundations or compaction requirements.
- Answer# 1- *Compaction requirements and allowable soil bearing pressures are as specified in the Soils Report. Copies of the Soils Report are available at Academy Reprographics, along with the Bid Documents. Foundation design shall be provided by the tank supplier, must adequately support the tank proposed, and is dependent on proposed tank design and size.*
- Question# 2- Sheet FP-0.1 show dimensions for the new below grade pump equipment pit. Keynote #2 indicates that the pit is to be by others. Can you please provide Civil, Architectural and Structural design for this pit?
- Answer# 2- *Please see attached Fire Pump Pit Sketch – SK FP-0.1*
- Question# 3- Sheet CO indicates a new 8" water line servicing the proposed events center. Sheet C2 indicates the 8" water line is "by others". FP-1.0 shows a new 4" fire service line to the building from the new fire pump/tank and a new 8" line to a fire hydrant out to Kinsell Avenue. Sheet SU1.0 only shows a new 1 1/4" domestic line. Can you please clarify if the fire service line to the new events center will be a 8" line per CO or a 4" line per FP-1.0?
- Answer# 3- *The required water lines include the 8" and 4" lines as shown on FP-1.0 and the 1-1/4" line shown on SU-1. The notes on C0 and C2 are referring to these lines; please rely on FP-1.0 and SU-1 for exact configuration.*
- Question# 4- Sheet S-0001 under the Structural Earthwork Note #1: "the contractor shall employ a qualified independent geotechnical engineering testing agency...." Spec Section 3100000 indicates that the "Owner will engage a qualified independent geotechnical engineering testing agency..." Please clarify.
- Answer# 4- *It is the responsibility of the Contractor to engage and coordinate the services of a qualified independent geotechnical engineering testing agency. The testing services will be paid for by the Owner.*
- Question# 5- Sheet S-001 under the General structural notes, item 6.1.1.A. "engage a qualified testing laboratory to perform material evaluation and design concrete mixes, and to perform testing during concrete placement." Spec Section 02751 Paragraph 3.10.A indicates that "Testing Agency: Owner will engage a qualified testing and inspection agency to sample materials.

perform tests, and submit test reports during concrete placement." Please clarify.

Answer # 5- *See answer to Question #5.*

Question# 6- Can you please provide a depth below grade for the light pole base detailed on E1.1?

Answer # 6- 24"

Question# 7- Item "F", page 2 & Item 2.5. C.3 – page 9 FM Global 4471 as referenced typically is on certain standing seam roof panels. Can you please confirm that this does pertain to a PBR roof panel?

Answer # 7- *Delete all requirements for FM Global FMRC 4471.*

Question# 8- Item 2.1 Products – 2.1 "C 1" – please clarify if "Galv." Purlins & grits are required. Some manufactures provide as standard product and other provide as a "premium" product which may add to the overall cost.

Answer# 8- *Secondary members may be finished consistent with primary members, in other words, factory cover steel with 1 coat of gray water-reducible alkyl primer paint formulated to equal or exceed performance requirements SSPC-Paint 15 with a minimum coating thickness of 1.0 mil.*

Question# 9- Item "D" page 6 Collateral loads. Please provide required collateral loads (i.e. for lights, sprinkler, etc.).

Answer# 9- 5 psf.

Question# 10- Item 1.7 Warranty. It states a 10 year weather tightness warranty. Please clarify as the specified roof panel is a PBR, which does not carry a weather tightness warranty.

Answer# 10- *A weather tightness warranty is available from the specified manufacturer for the specified profile. However, in order to include as many manufacturers as possible, this requirement is hereby deleted.*

- Question# 11- Wall panels. Will a 26 ga. be approved? Specs call for a Kynar paint which is premium paint and adds to the cost. Can we provide an option for std. color 26 ga. "R" panel?
- Answer# 11- *26 gage 1-1/4" deep panels are acceptable. Other brands of paint are acceptable besides Kynar or Hylar so long as they have similar warranty.*
- Question# 12- Could not locate Eave heights. Please clarify the elevations of sections.
- Answer# 12- *Please see elevation drawings A3 and A4. They specify ridge height of 34' and roof slope of 2:12. Eave heights are derived from this information. So, for example, height at gridline A is 23'-2", at gridline E is 18'-2", at gridline is 20'-8".*
- Question# 13- Entry from FL D-E: Is this a metal building columns, purlins, roof but with stud framing? What is the Eave height?
- Answer# 13- *Yes. Eave height is same as gridline E.*
- Question# 14- Common walls with main area/lean to's: Are x-bracing cables or rod ok? Do the Contractors need to provide a portal frame/wind bend?
- Answer# 14- *Yes, except portal frame or wind bent is required along gridline C and cross bracing must not conflict with window or door openings.*
- Question# 15- Specs call for "rod" bracing. will std. cable x-bracing be allowed?
- Answer# 15- *Yes.*
- Question# 16- Please clarify if skylights are single or double layer.
- Answer# 16- *Please see specification page 133419 - 14. They are double layer.*
- Question# 17- Can you please clarify the door hardware schedule at the end of section 08710? It seems to be missing a header row and it is unclear what the "x's" represent.
- Answer# 17- *The header row was cut off. Please see attached revised section 08710.*

- Question# 18- Can you please provide a specification for the stucco finish on 1/2" gypsum sheathing as detailed 1/A6?
- Answer# 18- *Please see specification section 09220 attached.*
- Question# 19- Please clarify the exterior walls of Concessions 05, Fire 08, Office 06 or Storage 07, it is unclear if the contractor should provide metal framing & drywall. If metal framing & drywall is required, will 5 1/2" or 3 1/2" studs be acceptable?
- Answer# 19- *Yes, they are 5-1 1/2" metal stud, 5/8" drywall, R19 batt insulation.*
- Question# 20- Can you please provide details within the Room Finish Schedule for the painted gypsum board in in Concessions 05, Fire 08, Office 06 or Storage 07.
- Answer# 20- *See answer 19 above.*
- Question# 21- Please clarify if the main entry will be 4" metal studs similar to 1/A6 and 2/A6? Or is the main entry metal building components?
- Answer# 21- *Please see 1/A6 and 2/A6. The sidewalls of the main entry are of metal building components. The exterior wall along gridline D is 5-1 1/2" metal stud, 5/8" drywall, R19 batt insulation.*
- Question# 22- Please clarify section 09512 Acoustical Ceiling Tile has specified 2x2 ceiling tile but the reflected ceiling plan on A7 is showing a 2x4 tile layout.
- Answer# 22- *It is 2x2 as specified.*
- Question# 23- Please clarify the room finish schedule on A8 indicates gypsum board ceiling for Seating 02 but the reflected ceiling plan on A7 is showing this to be exposed structure.
- Answer# 23- *The room finish schedule on A8 indicates exposed structure for Seating 02, as does the reflected ceiling plan.*
- Question# 24- Please clarify the room finish schedule on A8 indicates a gypsum board ceiling in Concessions 05 and Office 06 but the reflected ceiling plan on A7 is showing an acoustical ceiling in these two rooms.

Answer# 24- *Both rooms are acoustic ceiling.*

Question# 25- *Please clarify if the bleachers are part of this project. The project manual lists 126100 Bleachers but the specs are missing from the project manual.*

Answer# 25- *Please see attached specification section 126100.*

Question# 26- *Will yard drains and down spouts be part of this bid and/or will they be bid alternates?*

Answer# 26- *As shown on sheet C0 and described on specification page 012300 - 2, the cistern is a bid alternate. The gutters, downspouts, yard drains and drain line and stormwater detention ponds are in the base bid.*

Question# 27- *Will road widening be included in the base bid and/or will this be an additive alternate?*

Answer# 27- *As shown on sheet C0 and C4 and described on specification page 012300 - 2, the portion east of the existing east drive (station 16+00) is in the base bid. The portion west of station 16+00 is a bid alternate.*

Question#28- *Can you please provide a soils report?*

Answer# 28- *Copies of soils reports are available at Academy Reprographics.*

Question# 29- *Are the Contractors able to utilize the existing gates and security?*

Answer# 29- *Yes. Contractors may install their own locks.*

Question# 30- *Are bid bonds, payment and performance bonds required?*

Answer# 30- *Yes, bid bonds are 5% of the bid. Payment and Performance bonds are 100% of the contract sum.*

Question# 31- *Can you please clarify specification 133419-5 1.7, A & D? Paragraph A asks for a 10 year weather-tightness warranty. The roof is an exposed fastener roof which the type or warranty is not covered. The concealed fastener, standing seam roof would have that type of warranty.*

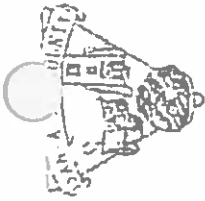
Answer# 31- *See answer to question 10 above.*

Question# 32- Please clarify in paragraph D, the roof system manufacturer will provide certification of warranties and inspection/reporting services one week before bid date. Is the 10 year weather-tightness warranty required? Other warranties such as chalk, fade crack and peel are available.

Answer# 32- *See answer to question 10 above. Other required warranties do not need to be submitted prior to bid date.*

Please add this Addendum #3 to the original bid documents and refer to bid documents, hereto as such. This and all subsequent addenda will become part of any resulting contract documents and have effects as if original issued. All other unaffected sections will have their original interpretation and remain in full force and effect.

Responders are reminded that any questions or need for clarification must be addressed to Bill Taylor, Procurement Manager at wtaylor@santafecountynm.gov.



PRE BID CONFERENCE
IFB# 2016-0067-PW/BT
STANLEY CYCLONE CENTER ARENA

AUGUST 26, 2015

10:00 AM

NAME	COMPANY	TELEPHONE	E-MAIL ADDRESS
David P. Marking	SFC Properties	975-10515	dp.marking@stanleycenterarena.com
John Marking	SFC P/W	992 3015	johnmarking@stanleycenterarena.com
John Marking	Stanley Center	553-4457	johnmarking@stanleycenterarena.com
Paul E. Bland	BAR Construction	350-0767	BAR@QUESTOFFICE.NET
Mark Howard	SFC Properties Inc.		MARK@STANLEYCENTERARENA.COM

ATTACHMENT B

SANTA FE COUNTY STANLEY CYCLONE CENTER

Door Location #	Single/Double	Hinges	Office Lockset	Storeroom Lockset	Exit Device	Padlock	Weather-strip	Threshold	Smoke Seal	Push Plate	Pull	Closer
1 Entry	Double	X			X		X	X				X
2 Entry	Double	X			X		X	X				X
3 Office exterior	Single	X		X			X	X				X
4 Seating west end	Double	X			X		X	X				X
5 Arena overhead door	Single					X						
6 Arena overhead door	Single					X						
7 Arena overhead door	Single					X						
8 Arena overhead door	Single					X						
9 Arena overhead door	Single					X						
10 Arena overhead door	Single					X						
11 Arena overhead door	Single					X						
12 Arena overhead door	Single					X						
13 Seating east end	Double	X			X		X	X				X
14 Concessions exterior	Single	X		X			X	X				X
15 Women	Single	X							X	X		X
16 Men	Single	X							X	X		X
17 Concessions rollup	Single					X						
18 Concessions hall	Single	X	X									
19 Fire closet	Single	X		X								X
20 Office hall	Single	X	X						X			X
21 Storage	Single	X	X									X
22 Storage exterior	Single	X										
23 Office rollup	Single			X			X	X				

Notes:

Hardware finish US26D, closers paint finish to match, thresholds and weatherstrip mill aluminum
Exterior hinges NRP

ATTACHMENT C

SECTION 09220 - PORTLAND CEMENT PLASTER

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Exterior portland cement plasterwork (stucco) on metal lath.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.

1.3 PROJECT CONDITIONS

- A. Comply with ASTM C 926 requirements.
- B. Factory-Prepared Finishes: Comply with manufacturer's written recommendations for environmental conditions for applying finishes.

PART 2 - PRODUCTS

2.1 METAL LATH

- A. Expanded-Metal Lath: ASTM C 847 with ASTM A 653/A 653M, G60, hot-dip galvanized zinc coating.
 - 1. Diamond-Mesh Lath: Self-furring, 2.5 lb/sq. yd..
- B. Wire-Fabric Lath:
 - 1. Woven-Wire Lath: ASTM C 1032; self-furring, with stiffener wire backing, 1.1 lb/sq. yd..

2.2 ACCESSORIES

- A. General: Comply with ASTM C 1063 and coordinate depth of trim and accessories with thicknesses and number of plaster coats required.
- B. Metal Accessories:
 - 1. Foundation Weep Screed: Fabricated from hot-dip galvanized-steel sheet, ASTM A 653/A 653M, G60 zinc coating.
 - 2. Casing Beads: Fabricated from zinc-coated (galvanized) steel; square-edged style; with expanded flanges.

3. Control Joints: Fabricated from zinc-coated (galvanized) steel; one-piece-type, folded pair of unperforated screeds in M-shaped configuration; with perforated flanges and removable protective tape on plaster face of control joint.

2.3 MISCELLANEOUS MATERIALS

- A. Water for Mixing: Potable and free of substances capable of affecting plaster set or of damaging plaster, lath, or accessories.
- B. Fiber for Base Coat: Alkaline-resistant glass or polypropylene fibers, 1/2 inch long, free of contaminants, manufactured for use in portland cement plaster.
- C. Bonding Compound: ASTM C 932.
- D. Steel Drill Screws: For metal-to-metal fastening, ASTM C 1002 or ASTM C 954, as required by thickness of metal being fastened; with pan head that is suitable for application; in lengths required to achieve penetration through joined materials of no fewer than three exposed threads.
- E. Fasteners for Attaching Metal Lath to Substrates: Complying with ASTM C 1063.
- F. Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, not less than 0.0475-inch diameter, unless otherwise indicated.
- G. Base Sheet: #15 asphalt impregnated felt, applied in shingle fashion, two layers.

2.4 PLASTER MATERIALS

- A. Portland Cement: ASTM C 150, Type II.
 1. Color for Finish Coats: Gray.
- B. Masonry Cement: ASTM C 91, Type N.
 1. Color for Finish Coats: Gray.
- C. Lime: ASTM C 206, Type S; or ASTM C 207, Type S.
- D. Sand Aggregate: ASTM C 897.
- E. Perlite Aggregate: ASTM C 35.
- F. Acrylic-Based Finish Coatings: Factory-mixed acrylic-emulsion coating systems, formulated with colorfast mineral pigments and fine aggregates; for use over portland cement plaster base coats. Include manufacturer's recommended primers and sealing topcoats for acrylic-based finishes. Manufacturer equal to Sto.
 1. Color: As selected by Architect from manufacturer's full range.

2.5 PLASTER MIXES

- A. General: Comply with ASTM C 926 for applications indicated.
 - 1. Fiber Content: Add fiber to base-coat mixes after ingredients have mixed at least two minutes. Comply with fiber manufacturer's written instructions for fiber quantities in mixes, but do not exceed 1 lb of fiber/cu. yd. of cementitious materials.
- B. Base-Coat Mixes for Use over Metal Lath: Scratch and brown coats for three-coat plasterwork as follows:
 - 1. Portland Cement Mixes:
 - a. Scratch Coat: For cementitious material, mix 1 part portland cement and 0 to 3/4 parts lime. Use 2-1/2 to 4 parts aggregate per part of cementitious material.
 - b. Brown Coat: For cementitious material, mix 1 part portland cement and 0 to 3/4 parts lime. Use 3 to 5 parts aggregate per part of cementitious material, but not less than volume of aggregate used in scratch coat.
 - 2. Masonry Cement Mixes:
 - a. Scratch Coat: 1 part masonry cement and 2-1/2 to 4 parts aggregate.
 - b. Brown Coat: 1 part masonry cement and 3 to 5 parts aggregate, but not less than volume of aggregate used in scratch coat.
 - 3. Portland and Masonry Cement Mixes:
 - a. Scratch Coat: For cementitious material, mix 1 part portland cement and 1 part masonry cement. Use 2-1/2 to 4 parts aggregate per part of cementitious material.
 - b. Brown Coat: For cementitious material, mix 1 part portland cement and 1 part masonry cement. Use 3 to 5 parts aggregate per part of cementitious material, but not less than volume of aggregate used in scratch coat.
- C. Job-Mixed Finish-Coat Mixes:
 - 1. Portland Cement Mix: For cementitious materials, mix 1 part portland cement and parts lime. Use 1-1/2 to 3 parts aggregate per part of cementitious material.
 - 2. Masonry Cement Mix: 1 part masonry cement and 1-1/2 to 3 parts aggregate.
 - 3. Portland and Masonry Cement Mix: For cementitious materials, mix 1 part portland cement and 1 part masonry cement. Use 1-1/2 to 3 parts aggregate per part of cementitious material.
 - 4. Plastic Cement Mix: 1 part plastic cement and 1-1/2 to 3 parts aggregate.
- D. Factory-Prepared Finish-Coat Mixes: For acrylic-based finish coatings, comply with manufacturer's written instructions.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect adjacent work from soiling, spattering, moisture deterioration, and other harmful effects caused by plastering.
- B. Prepare solid substrates for plaster that are smooth or that do not have the suction capability required to bond with plaster according to ASTM C 926.

3.2 INSTALLING METAL LATH

- A. Expanded-Metal Lath: Install according to ASTM C 1063.
 - 1. Partition Framing and Vertical Furring: Install woven-wire lath.
 - 2. Flat-Ceiling and Horizontal Framing: Install flat diamond-mesh lath.
 - 3. Curved-Ceiling Framing: Install flat diamond-mesh lath.
 - 4. (On Solid Surfaces, Not Otherwise Furred: Install self-furring, woven-wire lath.

3.3 INSTALLING ACCESSORIES

- A. Install according to ASTM C 1063 and at locations indicated on Drawings.
- B. Reinforcement for External Corners:
 - 1. Install lath-type, external-corner reinforcement at exterior locations.
- C. Control Joints: Install control joints at locations indicated on Drawings.
 - 1. Where control joints occur in surface of construction directly behind plaster.

3.4 PLASTER APPLICATION

- A. General: Comply with ASTM C 926.
- B. Bonding Compound: Apply on unit masonry and concrete plaster bases.
- C. Walls; Base-Coat Mixes for Use over Metal Lath: Scratch and brown coats for three-coat plasterwork: 3/4-inch thickness.
 - 1. Portland cement mixes.
 - 2. Masonry cement mixes.
 - 3. Portland and masonry cement mixes.
- D. Ceilings; Base-Coat Mixes for Use over Metal Lath: Scratch and brown coats for three-coat plasterwork: 1/2 inch thick.
 - 1. Portland cement mixes.
 - 2. Masonry cement mixes.

3. Portland and masonry cement mixes.

- E. Acrylic-Based Finish Coatings: Apply coating system, including primers, finish coats, and sealing topcoats, according to manufacturer's written instructions.
- F. Concealed Exterior Plasterwork: Where plaster application will be used as a base for adhered finishes, omit finish coat.

3.5 PLASTER REPAIRS

- A. Repair or replace work to eliminate cracks, dents, blisters, buckles, crazing and check cracking, dry outs, efflorescence, sweat outs, and similar defects and where bond to substrate has failed.

END OF SECTION 09220

SECTION 126100 - BLEACHERS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes fixed aluminum bleachers

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
 - 1. Seating Layout: Show seating layout, aisle widths, heights, frame and seat construction, materials, cross bracing and hardware.
- C. Maintenance Data.

PART 2 - PRODUCTS

2.1 MATERIALS AND FINISHES

- A. Cast Aluminum: ASTM B 85 aluminum-alloy die castings.
- B. Metal Finish: Finish exposed metal parts with manufacturer's standard coating.
 - 1. Color: As selected by Architect from manufacturer's full range.

2.2 BLEACHERS:

- A. Seat Boards: 2" x 12" aluminum with anodized finish with end caps.
- B. Dimensions: 27' long x 7' deep x 28" to 30" high.
- C. Configuration: 4 rows.
- D. Foot Board: 2" x 10" mill finish aluminum with end caps.
- E. Cross Bracing: Min. top two rows.
- F. Support Frames: 5 total.

SANTA FE COUNTY STANLEY CYCLONE CENTER

- G. Fabrication: All exposed edges and corners rounded, with no burrs. All bolted and screwed connections with nylon locking hardware or other positive method of remaining tightened. Bleachers shall have no sway or looseness when fully assembled and loaded.

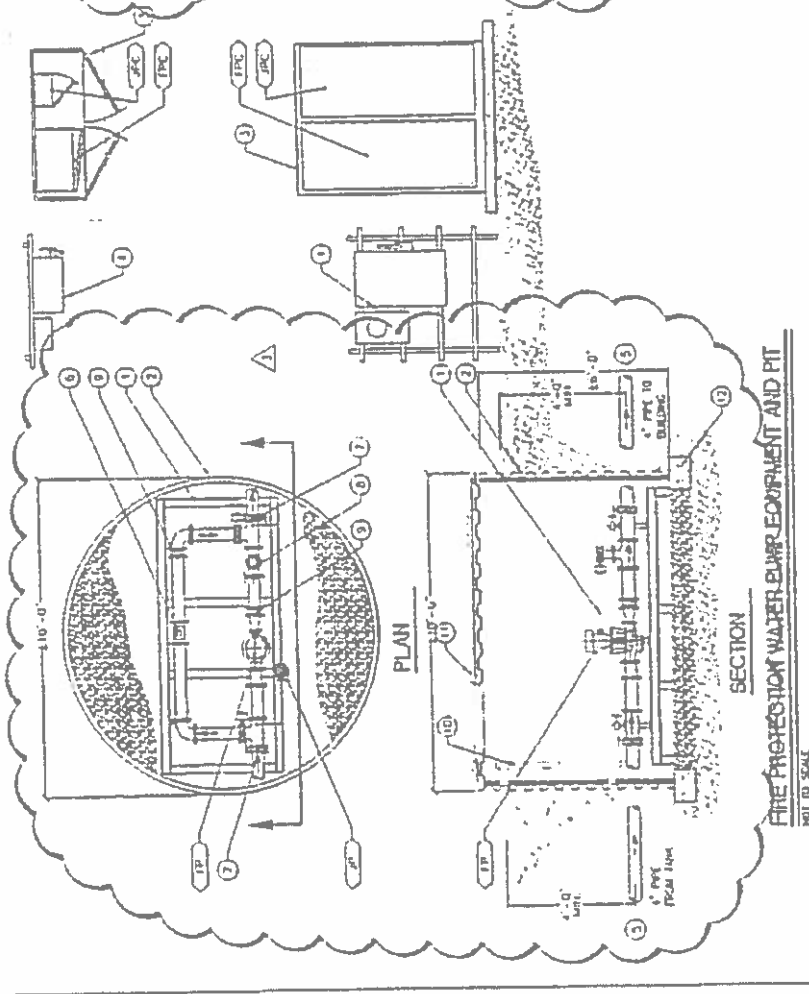
PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install seating in locations indicated and fastened securely to substrates according to manufacturer's written installation instructions.
 - 1. Use installation methods and fasteners that produce fixed audience seating assemblies capable of supporting an evenly distributed 600-lb (272-kg) static load without failure or other conditions that might impair the unit's usefulness.
 - 2. Install standards and pedestals plumb.

END OF SECTION 126100

FIELD RIMP KEYED NOTES:




FIRE PROTECTION WATER PUMP EQUIPMENT AND PIT

FIELD RUMP KEYED NOTES:

- [illegible]

⑦FIRE PUMP EQUIPMENT:

[illegible]

	MICHAEL J. ELLIOTT ENGINEER, P.E. 5400 E. L	Project Name: STANLEY CYCLONE Project Number: 14030 Date: SEPT. 3, 2018 Drawn By: NP Checked By:
SHEET TITLE:		Approved By:
Reference Sheet: FP-01		Sheet Number:
FP PUMP PIT DETAIL		SK-FP01

Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3

Kathleen Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager



August 24, 2015

SANTA FE COUNTY
IFB#2016-0067-PW/BT
Construction Services for the Stanley Cyclone Center Arena

ADDENDUM #2

Dear Proponents,

This addendum is issued to reflect the following immediately. It shall be the responsibility of interested bidders to adhere to any changes or revisions to the IFB as identified in this Addendum No. 2, as well as Addendum No. 1. This documentation shall become permanent and made part of the departmental files.

The Pre-Bid Conference scheduled for Wednesday, August 26, 2015 at 10:00 AM has been changed to be a NON-Mandatory PRE-BID Conference meeting.

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

Responders are reminded that any questions or need for clarification must be addressed to Bill Taylor, Procurement Manager at wtaylor@santafecountynm.gov.

Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathleen Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

August 19, 2015

SANTA FE COUNTY
IFB#2016-0067-PW/BT
Construction Services for the Stanley Cyclone Center Arena

ADDENDUM #1

Dear Proponents,

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

ATTACHMENT: REVISED WAGE RATES- Please include the attached revised wage decision information to Appendix C of the above referenced IFB.

Clarification:

The MANDATORY PRE-BID CONFERENCE date has changed to:

Date: Wednesday, August 26, 2015
Time: 10:00AM
Place: Santa Fe County Projects & Facilities
Conference Room located at
901 West Alameda Suite 20C
Santa Fe, New Mexico 87501

Clarification:

The work consists of constructing a 41,497 sq. ft. structure.

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

Responders are reminded that any questions or need for clarification must be addressed to Bill Taylor, Procurement Manager at wtaylor@santafecountynm.gov.

Stanley Cyclone Center Arena Wage Decision #SF-15-1106 B

The #1,250 sq. ft. arena center building which will include office area, restrooms, handicap access, concessions area and a 6,126 sq. ft. metal raised wooden stage with balcony for events. To be used for entertainment purposes.

Type "B" - GENERAL BUILDING Effective January 1, 2015

Trade Classification	Base Rate	Fringe Rate	Apprenticeship	Subsistence & Incentive Rates
Asbestos Worker - Heat & Frost Insulator	27.35	10.23	\$0.56	
Boilermaker	18.40	3.78	\$0.56	
Bricklayer/Blocklayer/Stonemason	22.85	6.00	\$0.56	
Carpenter/Lather	20.85	6.25	\$0.56	
Cement Mason	17.72	7.45	\$0.56	
Electricians				
Outside Classifications				
Groundman	22.32	8.62	\$0.56	
Equipment Operator	25.14	8.62	\$0.56	
Lineman/Tech	25.73	8.62	\$0.56	
Cable Splicer	26.91	8.62	\$0.56	
Inside Classifications				
Wireman/Technician	27.80	8.06	\$0.56	Refer to Note 1
Cable Splicer	29.53	8.06	\$0.56	
Sound Classifications				
Installer	23.39	9.31	\$0.56	
Technician	24.94	8.31	\$0.56	
Soundman	27.01	8.31	\$0.56	
Elevator Constructor	33.61	14.99	\$0.56	
Elevator Constructor Helper	15.55	3.56	\$0.56	
Glazier	3.15	1.15	3.56	
Ironworker	7.00	1.10	3.56	Refer to Note 2
Painter (Brush/Roller/Spray)	3.60	3.48	\$0.56	
Paper Hanger	19.71	6.42	\$0.56	
Drywall Finisher/Taper	19.64	3.91	\$0.56	
Plasterer	18.65	7.15	\$0.56	
Plumber/Pipefitter	28.30	11.00	\$0.56	Refer to Note 3
Rofer	15.18	9.50	\$0.56	
Sheetmetal Worker	26.56	13.41	\$0.56	Refer to Note 4
Soft Floor Layer	20.74	4.40	\$0.56	
Sprinkler Fitter	24.11	11.27	\$0.56	
Tile Setter	14.80	1.20	\$0.56	
Tile Setter Helper	13.00	1.02	\$0.56	
Laborers				
Group I	15.04	4.25	\$0.56	
Group II	15.51	4.25	\$0.56	
Group III	15.91	4.25	\$0.56	
Group IV	16.01	4.25	\$0.56	
Group V	16.21	4.25	\$0.56	
Group VI	16.36	4.25	\$0.56	
Operators				
Group I	28.03	5.16	\$0.56	
Group II	29.07	5.16	\$0.56	
Group III	29.15	5.16	\$0.56	
Group IV	29.21	5.16	\$0.56	
Group V	29.27	5.16	\$0.56	
Group VI	29.37	5.16	\$0.56	
Group VII	29.47	5.16	\$0.56	
Group VIII	30.55	5.16	\$0.56	
Truck Drivers				
Group I	20.56	5.34	\$0.56	
Group II	20.68	5.34	\$0.56	
Group III	20.76	5.34	\$0.56	
Group IV	20.88	5.34	\$0.56	
Group V	20.93	5.34	\$0.56	
Group VI	21.03	5.34	\$0.56	
Group VII	21.13	5.34	\$0.56	
Group VIII	21.27	5.34	\$0.56	
Group IX	21.42	5.34	\$0.56	

NOTE: SUBSISTENCE AND INCENTIVE RATES BY TRADE & LOCATION

#1 - Inside Electricians working at a Los Alamos County job site get \$4.10/hr. subsistence pay plus base/fringe. Inside Electricians working at a Lea Co. job site get \$75.00/day subsistence pay plus base/fringe.

#2 - Ironworkers working on projects 50+ miles over the most direct regularly traveled route from Albuquerque, or the employee's home, whichever is closer, shall be paid \$5.00/hr. subsistence plus base/fringe. The "Big I" Interchange in Albuquerque, or the employee's home, respectively shall be used as basing points. The current State of New Mexico Official Highway Map shall be the reference for routes and distances. All of Santa Fe County shall be \$5.00/hr subsistence area.

#3 - Plumbers/Pipefitters working at a Los Alamos County job site get \$8.00/hr. incentive pay plus base/fringe.

#4 - Sheet Metal Workers working at a Los Alamos County job site get \$2.00/hr. incentive pay plus base/fringe.

#4 - Sheet Metal Workers living 60+ miles from a San Juan County job site get \$3.00/hr. subsistence pay plus base/fringe. Sheet Metal Workers working 90+ miles from Contractors Homebase & employees home get \$50.00 day subsistence pay plus base/fringe regardless of county.

EXHIBIT A

PROJECT MANUAL

EXHIBIT B

TECHNICAL SPECIFICATIONS AS LISTED IN PLAN SET

EXHIBIT C

LABOR AND MATERIAL PAYMENT BOND (SAMPLE)

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

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

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

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

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

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

SIGNED AND SEALED THIS _____ DAY OF _____, 2015.

CONTRACTOR – PRINCIPAL (signature)

By: _____
(Printed name and title)

NOTARY PUBLIC

(seal)

My Commission expires: _____

SURETY (signature)

(Printed name and title)

NOTARY PUBLIC

(seal)

My Commission expires: _____

SURETY'S Authorized New Mexico Agent

EXHIBIT D

PERFORMANCE BOND (SAMPLE)

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

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

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

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

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

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

SIGNED AND SEALED THIS _____ DAY OF _____, 2015.

CONTRACTOR - PRINCIPAL (signature)

By: _____
(Printed name and title)

NOTARY PUBLIC

(seal)

My Commission expires: _____

SURETY (signature)

(Printed name and title)

NOTARY PUBLIC

(seal)

My Commission expires: _____

SURETY'S Authorized New Mexico Agent

EXHIBIT E

ASSIGNMENT OF ANTITRUST CLAIMS

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

FIRM NAME:
ADDRESS:

PROJECT:

PHONE NO.:

PROJECT NO:

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

FIRM: _____

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

TITLE: _____

EXHIBIT F
CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT G

NOTICE OF CONTRACT AWARD

TO:

FROM: _____, Public Works Department

CONTRACT NO. _____

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

Project Name: _____

Date of Award _____ Amount of Award _____

Contractor Information:

Firm Name: _____ License# _____

Address: _____ Phone # _____

It is anticipated that construction will take place:

Approximate Starting Date: _____ Approximate Completion Date: _____

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

SANTA FE COUNTY

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

Signature

EXHIBIT H

NOTICE TO PROCEED

TO:

DATE:

PROJECT:

ATTN:

PROJECT NO.

CONTRACT NO.

IFB NO.

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

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

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

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

OWNER:

Santa Fe County

SFC _____ DEPARTMENT

By: _____

Director, SFC Department

EXHIBIT I

CHANGE ORDER

PROJECT:

CONTRACTOR
CHANGE ORDER NO:

ARCHITECT/ENGINEER

PROJECT NO:

Contractor Telephone:

Contractor e-mail:

ENGINEER'S/ARCHITECT'S PROJECT NO:

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

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

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

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

CHANGE ORDER SIGNATURE PAGE

REVIEWED

Santa Fe County

By: _____

Date: _____

AGREED AND RECOMMENDED

CONTRACTOR

By: _____

Date: _____

Title: _____

ARCHITECT/ENGINEER

By: _____

Date: _____

APPROVED

SANTA FE COUNTY

By: _____

Date: _____

EXHIBIT J

CERTIFICATE OF SUBSTANTIAL COMPLETION

SANTA FE COUNTY – (INSERT DEPARTMENT)

Public Works Director or designee (name): _____

CONTRACTOR: _____

Contractor Purchase Order Number: _____

ARCHITECT/ENGINEER: _____

Project Name: _____

Contract Date: _____

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

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

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

Contractor

Signature

Print Name

Date

Accepted by Santa Fe County

Signature (Public Works Director or Designee) Print Name Date

Inspected/Concurrence Architect/Engineer

Signature Print Name Date

PUNCH LIST

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

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

(Date)

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

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

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

Punch List Items: (Use additional sheets if necessary)

