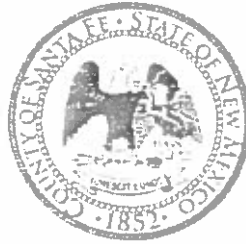


Henry P. Roybal
Commissioner, District 1

Miguel Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: August 31, 2016

TO: Board of County Commissioners

FROM: Bill Taylor, Purchasing Manager, CPO

VIA: Katherine Miller, County Manager
Jeff Trujillo, ASD Director
Michael K. Kelly, Public Works Director

ITEM AND ISSUE: BCC Meeting September 13, 2016

Request Approval of Change Order No. 5 to Construction Agreement No. 2015-0366-PW/MM Between Santa Fe County and A.A.C. Construction LLC. In the Amount of \$13,961.51, Exclusive of GRT for the Vista Redonda Road Improvements and Authorizing the County Manager to Sign the Purchase Order and Execute the Contract Amendment. (Bill Taylor, Purchasing Division)

SUMMARY:

The County and the Engineer have identified additional costs related to close out the project for a total amount of \$13,048.14 exclusive of NM GRT.

Prior change orders to the Construction Agreement 2015-0366-PW/MM have increased the original Agreement amount from \$454,733.50 to \$522,893.93. Approval of Change Order No. 5 in the amount of \$13,048.14 will increase the total contract amount to \$535,942.07

BACKGROUND:

In August 2016, the Board approved Santa Fe County Public Works to enter into the Construction Services Agreement 2015-0366 PW/MM with A.A.C. Construction, LLC in the amount of \$454,733.50 to provide Construction Services for the Vista Redonda Road Improvements. The Agreement was then amended as follows:

Amend No. 1 \$20,262.91
Amend No. 2 \$ 0.00 (7 days)
Amend No. 3 \$17,897.52
Amend No. 4 \$30,000.00

Total Contract Amt. \$522,893.93 exclusive NM GRT

The project is 100% constructed and change Order No. 5 is to address the Over and Unders for the additional extra square footage of retaining wall, extra borrow material to raise the grade of the road and mulch socks required for erosion protection related to the project.

ACTION REQUESTED:

The Purchasing Division and the Public Works Department are requesting BCC approval of Change Order No. 5 to Construction Contract No. 2015-0266-PW/MM with A.A. C. Construction, LLC increasing the amount of the Contract by \$ 13,048.14 exclusive of NM GRT for the Vista Redonda Road Improvements and request signature authority to be granted for the County Manager to execute the contract change order.

EXHIBIT I

CHANGE ORDER

PROJECT: ROAD IMPROVEMENTS FOR VISTA REDONDA

CONTRACTOR: AAC CONSTRUCTION, LLC
CHANGE ORDER NO: 5

ENGINEER: SANTA FE ENGINEERING CONSULTANTS, LLC

PROJECT NO: 6197

Contractor Telephone: (505) 471-2510
Contractor e-mail: andrew@cnsf.net
ENGINEER'S PROJECT NO: Vista Redonda

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

The extra square footage of wall was required by Brad Bingham, the wall structural engineer.
The extra for borrow is based on in place quantities required to bring Paseo Encantado SW to grade.
The remaining expense is for mulch socks installed for added erosion control during construction.
The invoice reflects the total over and under for the project.

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

The Original Contract Sum is	\$454,733.50
Net change by previously authorized Change Orders	\$68,160.43
The Contract Sum prior to this Change Order was	\$522,893.93
The Contract Sum will be increased	
by this Change Order in the amount of	\$13,048.14
The new contract Sum including this Change Order will be	\$535,942.07
The Contract Time will be increased by <u>0</u> days.	
The date of Substantial Completion as of the date of this Change Order therefore is: <u>08/16/16</u>	

CHANGE ORDER SIGNATURE PAGE

SANTA FE COUNTY:

Miguel M. Chavez
Santa Fe County Board of County Commissioners

Date

ATTESTATION:

Geraldine Salazar
Santa Fe County Clerk

APPROVED AS TO FORM:

Gregory S. Shaffer
Santa Fe County Attorney

Date

Finance Department:

Carole H. Jaramillo
Santa Fe County Finance Director

Date

ENGINEER:

Michael Gomez P.E.
Santa Fe Engineering Principal

Date

CONTRACTOR:

Andrew Sisneros
AAC Construction Managing Member

Date

Santa Fe Engineering Consultants, LLC

S
F
E
C

Civil and Traffic Engineering
Construction Management
Land Development

1599 St Francis Drive, Suite B
Santa Fe, N. M. 87505
(505) 982-2845 Fax (505) 982-2641

August 15, 2016

Paul Kavanaugh
County of Santa Fe
901 West Alameda Ave.
Santa Fe NM 87505

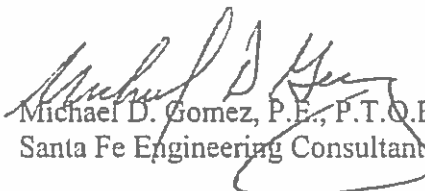
RE: Santa Fe County Project NO. 2014-6197-PW/PL Vista Redonda

Dear Mr. Kavanaugh

I hereby certify that the infrastructure improvements claimed in the attached pay request, No.8 have been constructed in accordance with the approved plans and is represented by applicable test data, which has been reviewed and is considered to represent the constructed infrastructure for which payment is requested herein. Based on field review, test data and standard engineering practice the infrastructure represented by the pay request is considered to meet applicable design and construction standards.

Feel free to contact me if you have any questions or desire additional information.

Sincerely,


Michael D. Gomez, P.E., P.T.O.E.
Santa Fe Engineering Consultants, LLC.

VISTA REDONDA PROJECT # 2015-0366-PW/MS
Draw Request Number 8 Final

PE Certification for Project Pay Estimates

The undersigned, acting in the capacity of project engineer, hereby certify to Santa Fe County that the infrastructure improvements claimed in the attached pay estimate have been constructed in accordance with the approved plans and is represented by applicable test data which has been reviewed and is considered to represent the constructed infrastructure for which payment is requested herein. Based on field review, test data, and standard engineering practice the infrastructure represented by the pay estimate is considered to meet applicable design and construction standards and the County of Santa Fe approvals. Certain sub-standard test report values, if any, have either been mitigated or accepted by the County of Santa Fe as evidenced by the attached documentation to this certification. All test data and supporting documentation is attached.



Michael D. Gomez, P.E., C.E., D.E.
Santa Fe Engineering Consultants, LLC

.....

Contractor's Application for Payment No. 8 (Final)

Application Period 6-1-2016 to 6-30-2016		Application Date 7/6/16	
To (Owner) SANTA FE COUNTY	From (Contractor) AAC CONSTRUCTION, LLC	Via (Engineer) Santa Fe Engineering Consultants, LLC	
Project Road Improvements for the Vista Redonda Project	Contract Redonda Project #2015-0366-PV/VMS, P.O. No. 161320		
Owner's Contract No 2014-0088-OS/P.L.	Contractor's Project No	Engineer's Project No	

Application For Payment Change Order Summary

Approved Change Orders	Additions	Deductions
1. Partial	\$50,202.91	
4	\$17,897.52	
OverSunders	\$30,000.00	
	\$13,048.14	
TOTALS	\$81,208.57	
NET CHANGE BY CHANGE ORDERS	\$81,208.57	

1. ORIGINAL CONTRACT PRICE..... \$ 454,733.80

2. Net change by Change Orders..... \$ 81,208.57

3. Current Contract Price (Line 1 ± 2)..... \$ 535,942.07

4. TOTAL COMPLETED AND STORED TO DATE..... \$533,439.52

(Column E on Progress Estimate)

5. RETAINAGE:

a. 0% N..... Work Completed..... 0.00

b. N..... Stored Material..... \$ -

c. Total Retainage (Line 5a + Line 5b)..... \$ -

6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ 533,439.52

7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 519,813.88

8. AMOUNT DUE THIS APPLICATION..... \$ 13,595.64

9. BALANCE TO FINISH, PLUS RETAINAGE..... \$ 2,502.55

(Column G on Progress Estimate + Line 5 above)

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment, (2) title of all Work, materials and equipment incorporated in said Work or otherwise based in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all liens, security interests and encumbrances (except such as are covered by a bond acceptable to Owner underlying Owner's payment against any such liens, security interests or encumbrances), and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By [Signature] Date 7-6-16

Payment of \$13,595.64 (Line 8 above) = \$14,547.33 (Line 8 above plus other amount)

is recommended by [Signature] 8/16/2016 (Date)

Payment of \$14,547.33 (Line 8 above plus other amount)

is approved by _____ (Owner) _____ (Date)

Approved by _____ (Funding Agency (if applicable)) _____ (Date)

Endorsed by the Construction Specifications Institute

Price Estimate

Contractor's Application

For Contract				Application Number		B/E/Eligibility Final	
Road Improvements for Vista Redonda Project				AGREEMENT #2015-0366-PV/MS, P.O. # 161320		June 1, 2016	
Application Period				Application Date			
10 Jan to							
Ball Item No	Description	B Scheduled Value	C Work Completed		E Materials Presently Stored (not in C or D)	F Total Completed and Stored to Date (C + D + E)	G Balance to Date (F - B)
			D This Period				
VISTA REDONDA BASE BID							
1	Cleaning & Grubbing	2,000.00	2,000.00	5		2,000.00	100.0%
2	Unclassified Excavation	3,575.00	3,575.00	5		3,575.00	100.0%
3	Borrow	1,692.00	1,692.00	5		1,692.00	100.0%
4	Sub Excavation	105.00	5,145.00	5		5,145.00	100.0%
5	Subgrade Preparation	5,145.00	18,832.50	5		18,832.50	100.0%
6	Insecurance 6"	18,832.50	38,777.20	5		38,777.20	100.0%
7	HMA SP IV Complete 1"	38,777.20	1,250.00	5		1,250.00	100.0%
8	18" Culvert Pipe	1,250.00	1,000.00	5		1,000.00	100.0%
9	18" Standard End Section	1,000.00	2,500.00	5		2,500.00	100.0%
10	Removal of Structure & Obstructions	2,500.00	440.00	5		440.00	100.0%
11	Rip Rap Class "A"	440.00	1,000.00	5		1,000.00	100.0%
12	Culvert Duan Type II	1,000.00	2,960.00	5		2,960.00	100.0%
13	Culvert Protection	2,960.00	440.00	5		440.00	100.0%
14	Match Socks	440.00	1,170.00	5		1,170.00	100.0%
15	Header Curb	1,170.00	215.00	5		215.00	100.0%
16	Class "A" Seeding	215.00	690.00	5		690.00	100.0%
17	Panel Signs	690.00	180.00	5		180.00	100.0%
18	Remove & Reel Existing Sign	180.00	192.00	5		192.00	100.0%
19	Steel/Bare Post for Aluminum Panel	192.00	2,210.00	5		2,210.00	100.0%
20	Road Demolition Type Hazard	2,210.00	1,100.00	5		1,100.00	100.0%
21	Reflectionized Painted Markings (4" Double Application	1,100.00	945.00	5		945.00	100.0%
22	Reflectionized Preformed Painted Pavement Stripe 12"	945.00	4,500.00	5		4,500.00	100.0%
23	Remove & Reel Mail Box	4,500.00	17,500.00	5		17,500.00	100.0%
24	Stormwater Pollution Prevention Plans & Maintenance	17,500.00	6,992.50	5	249.50	7,250.00	100.0%
25	Construction Traffic Control & Management	6,992.50	4,250.00	5		4,250.00	100.0%
26	Atollization	4,250.00		5			100.0%
27	Construction Staking			5			100.0%
28	Construction Testing			5			100.0%
PAVED IN ANTANO SW, BASE BID							
29	Cleaning & Grubbing	2,000.00	2,000.00	5		2,000.00	100.0%
30	Unclassified Excavation	8,515.00	8,515.00	5		8,515.00	100.0%
31	Borrow	14,760.00	14,760.00	5		14,760.00	100.0%
32	Sub Excavation	120.00	120.00	5		120.00	100.0%
33	Subgrade Preparation	7,157.00	27,117.50	5		27,117.50	100.0%
34	Basecourse 6"	27,117.50	60,446.80	5		60,446.80	100.0%
35	HMA SP-4V Complete	60,446.80	3,750.00	5		3,750.00	100.0%
36	18" Culvert Pipe	3,750.00	1,350.00	5		1,350.00	100.0%
37	18" Standard End Section	1,350.00	5,400.00	5		5,400.00	100.0%
38	48" Culvert Pipe	5,400.00	2,000.00	5		2,000.00	100.0%
39	48" Standard End Sections	2,000.00	5,040.00	5		5,040.00	100.0%
40	Removal of Structures and Obstructions	5,040.00	3,100.00	5		3,100.00	100.0%
41	Rip Rap Class "A"	3,100.00	10,750.00	5		10,750.00	100.0%
42	Caliums	10,750.00	600.00	5		600.00	100.0%
43	Culvert Duan Type II	600.00	3,885.00	5		3,885.00	100.0%
44	Culvert Protection	3,885.00	8,815.00	5		8,815.00	100.0%
45	Match Socks	8,815.00		5			100.0%
46	Weathering Metal Barrier W/ Frame (1")			5			100.0%

47	Guardrail Type C Installation	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00	5	2,300.00
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Contractor's Application

EJCDC C-620 Contractor's Application for Payment
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50	Concrete Vehicle Curb and Gutter (2" x 18"	LF	820	1	\$	24,000	\$	17,250.00	820	1	\$	17,250.00	\$	17,250.00	100.00%	\$	-	\$	-
51	Class "A" Seeding	AC	0.5	1	\$	3,900.00	\$	1,950.00	0.5	1	\$	1,950.00	\$	1,950.00	100.00%	\$	-	\$	-
52	Retaining Wall Complete in Place	SF	3,100	1	\$	30,000	\$	93,240.00	3,100	1	\$	93,240.00	\$	93,240.00	100.00%	\$	280,764	\$	8,438.94
53	Panel Signs	SF	45	1	\$	2,450	\$	967.50	45	1	\$	967.50	\$	967.50	100.00%	\$	17.50	\$	376.23
54	Remove and Reset Existing Signs	EA	2	1	\$	115,000	\$	230,000	2	1	\$	230,000	\$	230,000	100.00%	\$	-	\$	-
55	Seal/Flare Post for Aluminum Panel Signs	EA	10	1	\$	990.00	\$	9,900.00	10	1	\$	9,900.00	\$	9,900.00	100.00%	\$	6.00	\$	5,400.00
56	Road Delineator Type 1B and	EA	7	1	\$	48,000	\$	336,000	7	1	\$	336,000	\$	336,000	100.00%	\$	-	\$	-
57	Interreflective Painted Markings (4") - Double Application	LF	4,900	1	\$	10,000	\$	49,000.00	4,900	1	\$	49,000.00	\$	49,000.00	100.00%	\$	-	\$	-
58	Interreflective Performed Pattern 8 Avenue Stripe 12"	EA	10	1	\$	22,000	\$	220,000	10	1	\$	220,000	\$	220,000	100.00%	\$	10.00	\$	2,200.00
59	Remove and Reset Alabax	EA	3	1	\$	110,000	\$	330,000	3	1	\$	330,000	\$	330,000	100.00%	\$	-3.00	\$	(330.00)
60	Stormwater Pollution Prevention Plan & Maintenance	LF	1	1	\$	500,000	\$	500,000	1	1	\$	500,000	\$	500,000	100.00%	\$	-	\$	-
61	Construction Traffic Control and Management	LS	1	1	\$	4,500,000	\$	4,500,000	1	1	\$	4,500,000	\$	4,500,000	100.00%	\$	-	\$	-
62	Mobilization	LS	1	1	\$	17,500,000	\$	17,500,000	1	1	\$	17,500,000	\$	17,500,000	100.00%	\$	-	\$	-
63	Construction Staking	LS	1	1	\$	13,500,000	\$	13,500,000	1	1	\$	13,500,000	\$	13,500,000	100.00%	\$	-	\$	-
64	Construction Testing	LS	1	1	\$	6,805,000	\$	6,805,000	1	1	\$	6,805,000	\$	6,805,000	100.00%	\$	-	\$	-
C.O. #1	Slope at Sta. 8+400 Requires Reconstruction	LS	1	1	\$	20,262.91	\$	20,262.91	1	1	\$	20,262.91	\$	20,262.91	100.00%	\$	-	\$	-
C.O. #3	The Amount of Cost Shall Be Consistent with the Reference SPEC Letter Dated 3-23-2016	LS	1	1	\$	17,807.52	\$	17,807.52	1	1	\$	17,807.52	\$	17,807.52	100.00%	\$	-	\$	-
C.O. #4	Amount Subject to an Adjustment	LS	1	1	\$	30,000,000	\$	30,000,000	1	1	\$	30,000,000	\$	30,000,000	100.00%	\$	-	\$	-
Overhead/Indirect	Total	LS	1	1	\$	13,148,144	\$	13,148,144	1	1	\$	13,148,144	\$	13,148,144	99.57%	\$	2,502.55	\$	13,000,144

EXHIBIT I
CHANGE ORDER NO. 4

PROJECT: ROAD IMPROVEMENTS FOR VISTA REDONDA
CONTRACTOR: AAC CONSTRUCTION, LLC
ENGINEER: SANTA FE ENGINEERING CONSULTANTS, LLC
PROJECT NO: 6197

Contractor Telephone: (505) 471-2510
Contractor e-mail: andrew@cnsf.net
ENGINEER'S PROJECT NO: Vista Redonda

CHANGE ORDER JUSTIFICATION

Contractor's claim for compensation and additional time due to utility conflict delays and the winter suspension of the work was mediated on March 30, 2016, pursuant to Article 13.1 of Agreement No. 2015-0366-PW/MM and the Public Works Mediation Act. As a result of the mediation and mutual agreement of the County and the Contractor, (i) the County agreed to pay the Contractor \$30,000.00, exclusive of NM gross receipts tax, in compensation and provide 14 additional days for the Contractor to achieve Substantial Completion and (ii) the Contractor agrees to accept such compensation and additional days in full and complete satisfaction of all claims for additional compensation and additional time due to utility conflict delays and the winter suspension of work.

This Change Order No. 4 constitutes a settlement agreement as provided in Article 12.2 of Agreement No. 2015-0366-PW/MM. The County's payment of \$30,000.00 is not an admission on its part of any liability whatever in consequence of the Contractor's claims regarding utility conflict delays and the winter suspension or the proper interpretation of Agreement No. 2015-0366-PW/MM.

You are directed to make the following changes in this Contract: Increase Contractor's compensation by \$30,000.00, exclusive of NM gross receipts tax, and extend Contractor's date for Substantial Completion to May 27, 2016.

NOT VALID UNTIL SIGNED BY THE COUNTY, ENGINEER and CONTRACTOR. Signature of the Contractor indicates its agreement herewith, including any adjustment in the Contract Sum or Contract Time and the release below.

RELEASE

Contractor, on behalf of itself and anyone who may claim through it, hereby releases and forever discharges Santa Fe County, its employees, officers, other contractors and agents

(collectively, "Released Parties") from all actions, suits, cause of action, claims and demands whatsoever that the Contractor had or may have had against the Released Parties under or arising out of Agreement No. 2015-0366-PW/MM between Santa Fe County and Contractor as of the date this Change Order No. 4 is signed by the Contractor.

The Original Contract Sum is:	\$454,733.50
Net change by previously authorized Change Order Nos. 1-3:	\$ 38,160.43
The Contract Sum prior to this Change Order was:	\$ 492,893.93
The Contract Sum will be changed by this Change Order in the amount of:	\$ 30,000.00
The new Contract Sum including this Change Order will be:	\$ 522,893.93
The Contract Time will be increased by 14 days.	

The date of Substantial Completion as of the date of this Change Order No. 4 is ~~May 27, 2016~~ *June 2, 2016*

SANTA FE COUNTY

Katherine Miller
Katherine Miller
Santa Fe County Manager

6-16-16
Date

Approved as to form:

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

6/14/16
Date

Finance Department:

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

5/25/16
Date

ENGINEER:

Michael Gomez
Michael Gomez, P.E.

5/10/16
Date

CONTRACTOR:

Andrew Sisneros
Andrew Sisneros

5-10-16
Date

EXHIBIT I

CHANGE ORDER

PROJECT: ROAD IMPROVEMENTS FOR VISTA REDONDA

CONTRACTOR: AAC CONSTRUCTION, LLC
CHANGE ORDER NO: Partial 3

ENGINEER: SANTA FE ENGINEERING CONSULTANTS, LLC

PROJECT NO: 6197

Contractor Telephone: (505) 471-2510
Contractor e-mail: andrew@cnsf.net
ENGINEER'S PROJECT NO: Vista Redonda

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

To pay an amount of additional cost, caused by delays outside the Contractor's control, which A.A.C. Construction, LLC incurred during its performance of the contract. The amounts shown are those which Santa Fe County has agreed to pay for, as referenced in Attachment B. Please see Attachments A,B and C for references.

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

The amounts and scope as described by Santa Fe Engineering in Attachment B.

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

The Original Contract Sum is	\$454,733.50
Net change by previously authorized Change Orders	\$20,262.91
The Contract Sum prior to this Change Order was	\$474,996.41
The Contract Sum will be changed by this Change Order in the amount of	\$17,897.52
The new contract Sum including this Change Order will be	\$492,893.93
The Contract Time will be increased by 0 days.	
The date of Substantial Completion as of the date of this Change Order therefore is: May 13, 2016	

CHANGE ORDER SIGNATURE PAGE

SANTA FE COUNTY

Katherine Miller
Katherine Miller
Santa Fe County Manager

5-10-16
Date

Approved as to form:

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

5/4/16
Date

Finance Department:

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

5/11/16
Date

ENGINEER:

Michael D. Gomez
Signature

5-2-16
Date

Michael Gomez PE

Principal

CONTRACTOR:

Andrew Sisneros
Signature
Andrew Sisneros

5-2-16
Date

Managing Member



A.A.C. CONSTRUCTION, LLC
18 La Luna Rd
Santa Fe, NM 87507

February 01, 2016

Mr. Eric Cornelius
Santa Fe Engineering Consultants, LLC
1599 S. St. Francis Drive, Suite B
Santa Fe, NM 87505

RE: Project Santa Fe County # 2015-0366 PW/MS Road Improvements For Vista Redonda Change Order #3

Mr. Cornelius,

This memo is in response to Roberta D. Joe's (Assistant County Attorney) letter regarding change order No.3 and dated January 22, 2016.

A.A.C. Construction, LLC does not concur with the Assistant County Attorney regarding the Contract and the idea that NMDOT Specifications controls the administration of that contract. We are not in agreement with you, that the costs of the claim should be reduced by referencing certain specs from NMDOT.

The man hours are for stand by associated to the delays. As you are aware, contract days were being charged whether or not all operations were available to perform. AAC was doing the job in bits and pieces as certain parts were becoming available in the various work areas. Due to the schedule becoming compressed, it was necessary to keep the work force at the site to perform the tasks as they became available. The Labor Ready Flaggers are for costs exceeding the original 40 days of the contract that do not include 2016 completion costs. All of the Flagging has been expended and exceeded due to the extended time on the project.

As established, the utility relocation efforts caused major delays and Access thru Vista Redonda and Paseo Encantado SW was limited, so as to make the road unusable for movement of materials. Full and unlimited access to the road was hindered after the contract was awarded. Regarding the Subcontractor costs that are being passed thru the contractor, this is to compensate for the Subcontractors essentially going thru the same delays as AAC experienced on the project. AAC was doing the job in bits and pieces as certain parts were becoming available in the various work areas. Therefore, the contractor and its subcontractors were not able to execute their contracts as bid. The bits and pieces of work that were available to perform when and where we could, caused more trips, time and expenses on the project.

Concerning the calendar days calculated for Traffic Control Devices for this claim, we can reduce the amount of days to 57 but that would be shorting the project when we continue the work in 2016. Essentially, all of the Traffic control has been expended and exceeded due to the extended time on the project.

Regarding the Mobile Mini and the Portable Toilet, there is no data to be found in "Blue Book", these are not pieces of equipment.

A.A.C's costs are being limited by NMDOT and we don't agree, however, attached you will find the revised costs per the Owner's latest communication dated January 22, 2016, so that we may receive at least a change order and payment for the portion of the additional costs that the County agrees are owed.

Sincerely,

Andrew Sisneros
A.A.C. Construction, LLC

Santa Fe Engineering Consultants, LLC

S
F
E
C

Civil and Traffic Engineering
Construction Management
Land Development

1599 St Francis Drive, Suite B
Santa Fe, N. M. 87505
(505) 982-2845 Fax (505) 982-2641

February 23, 2016

Mr. Andrew Sisneros
A.A.C. Construction, LLC
18 La Luna Rd.
Santa Fe, New Mexico 87507

RE: SFC 6197 Vista Redonda – Change Order #3 Formal and Final Decision

This letter is in response to your memo dated February 1, 2016 concerning Change Order No. 3.

Change Order No. 1 was approved on October 30, 2015 for utility delays between September 1 and October 30, 2015. An extension of time, but no additional compensation was granted as part of Change Order No. 1. This formal decision was based upon the methodology set forth in the SSHBC. The decision is final and binding on AAC Construction ("AAC") under General Condition 12.1, because AAC did not notify SFEC, in writing, that AAC was aggrieved by the decision within fifteen (15) days of its receipt of the decision.

Change Order No. 2 was approved on December 11, 2016. This change order granted additional time and approved your request for a winter suspension. This formal decision was based upon the methodology set forth in the SSHBC. The decision is final and binding on AAC under General Condition 12.1, because AAC did not notify SFEC, in writing, that AAC was aggrieved by the decision within fifteen (15) days of its receipt of the decision.

The pending Change Order No. 3 consists of four exhibits in which you are requesting additional compensation as follows:

- Exhibit A – Additional costs for the utility delays outlined in Change Order No. 1.
- Exhibit B – Additional work to safeguard the project for winter suspension.
- Exhibit C – SWPP and traffic control inspections during winter suspension.
- Exhibit D – Ramp / Restart work after winter suspension.

In regards to Exhibit A – Utility Delays, this has already been addressed by Change Orders Nos. 1 and 2. No additional compensation is granted. However, under NMSA 1978, Section 62-14-5(C), you may have a claim to recover costs associated with this delay from the individual utility companies.

Attachment B.

In regards to Exhibit B – Safeguard Project for Shut Down, the base course material was to be adjusted to match the bid documents and be measured and paid for by the square yard. Based on the provided data, the only item provided as part of this exhibit is the installation of 444 square yards of base course. Per Bid Item #34 of the contract, this item is to be paid for at a rate of \$6.75 per square yard. Per the SSIBC, the work for this item consists of providing, hauling, and placing Base Course. Therefore, the allowable compensation under Exhibit B is 444 SY x \$6.75 / SY for a total of \$2,997.00.

In regards to Exhibit C – Work During Winter Suspension, the only exception taken with this exhibit is the \$320 supplier cost that was in question but not detailed. Therefore, the allowable compensation under Exhibit C is the original \$12,155.20 minus the \$320 supplier cost for a total of \$11,835.20.

In regards to Exhibit D – Ramp / Restart Work, there are no exceptions to the revised costs. The allowable compensation associated with Exhibit D is \$3,065.32.

In summary, Santa Fe County will pay Change Order No. 3 as follows:

Exhibit A	\$0.00
Exhibit B	\$2,997.00
Exhibit C	\$11,835.20
Exhibit D	\$3,065.32
Total C.O. No. 3	\$17,897.52

This letter is SFEC's formal decision regarding Change Order No. 3. As described above, the formal decisions regarding Change Order Nos. 1 and 2 have already been made.

Sincerely



Michael D. Gomez, P.E., P.T.Q.E.
Santa Fe Engineering Consultants, L.L.C.

cc: Michael Kelly, Santa Fe County, Public Works Director
Carlos Vigil, Santa Fe County, Roads Project Manager
Bruce Frederick, Santa Fe County, Assistant County Attorney

Santa Fe Engineering Consultants, LLC



Civil and Traffic Engineering
Construction Management
Land Development

1599 St Francis Drive, Suite B
Santa Fe, N. M. 87505
(505) 982-2845 Fax (505) 982-2641



Meeting Minutes

March 11, 2016

SFC6197 - Vista Redonda Subdivision

Construction Restart Meeting

A construction progress meeting was conducted on March 10, 2016 at 1:30 P.M. at the Santa Fe Engineering Conference Room located at 1599 S St. Francis. The following personnel were in attendance:

Chuck Vigil, SF County Roads Project Manager
Paul Kavanaugh, SF County Engineering Associate
Andrew Sisneros, A.A.C. Construction
Eric Cornelius, Design Engineer, Santa Fe Engineering Consultants, LLC.

The purpose of the meeting was to discuss progress on the Vista Redonda Subdivision roadway project. The following notable items were discussed:

1. As of November 19, 2015, the project has been in winter suspension.
2. Mr. Sisneros has stated that he can be ready to resume contractual work as early as April 4, 2016. The tentative notice to restart is April 4, 2016.
3. Early during the week of March 28, 2016, Mr. Sisneros will confirm that he will be able to resume work on April 4, or propose a new tentative restart date if weather conditions are unfavorable at that time.
4. Mr. Sisneros will provide an updated construction schedule for the 25 days remaining on the contract.
5. Mr. Sisneros asked if a payment can be made on the agreed upon items in Change Order No. 3. Santa Fe County agreed to this and asked that a pay application and accompanying Exhibit I for Change Order No. 3 be submitted for processing.

These Meeting Minutes shall be deemed an accurate account of matters discussed and conclusions reached. Corrections, omissions, or additions shall be incorporated into these minutes if received within ten (10) calendar days of distribution of this document.

cc: All Attendees

Dave Thornburg, Project Inspector, SFEC

Santa Fe Engineering Consultants, LLC

Civil and Traffic Engineering
Construction Management
Land Development

1599 St Francis Drive, Suite B
Santa Fe, N.M. 87505
(505) 982-2845 Fax (505) 982-2641

April 8, 2016

Paul Kavanaugh
Santa Fe County
901 West Alameda Suite 20-C
Santa Fe NM 87505

RE: VISTA REDONDA PROJECT # 2015-0366-PW/MS

Dear Mr. Kavanaugh

I hereby certify that the change order items claimed in the attached pay request No.5 are in accordance with Exhibit I and attachments A, B, and C here to attached . Please proceed with disbursement of these funds.

Feel free to contact me if you have any questions or desire additional information.

Sincerely,


Michael D. Gomez, P.E., P.T.O.E.
Santa Fe Engineering Consultants, LLC.

VISTA REDONDA PROJECT # 2015-0366-PW/MS

Draw Request Number 5

PE Certification for Project Pay Estimates

The undersigned, acting in the capacity of project engineer, hereby certify to Santa Fe County that the change order items claimed in the attached pay request are in accordance with the attached documents Exhibit I and attachments A, B and C



Michael D. Gomez, P.E., P.T.O.E.
Santa Fe Engineering Consultants, LLC

.....

5 (Five)

Contractor's Application for Payment No. 5 (Five)					
Indicates:	Apply to entire period 3-1-2016 to 3-31-2016	Application Date	3/24/16		
Project:	SANTA FE COUNTRY AAC CONSTRUCTION, LLC Road Improvements for the Agua Honda Project #201C-016C-PVVAAS, P.O. No. 161126	Via (Engineer)	Santa Fe Engineering Consultants, LLC		
Road Requirements for the Agua Honda Project		Engineer's Project No.			
Owner's Contract No.	2014-080B-OSEPL				

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Account Charge Order Number	Addition	Deduction	
1	520,362.91		
2	517,571.52		
TOTALS	537,934.43		
NET CHANGE BY CHANGE ORDER	537,934.43		

1. ORIGINAL CONTRACT PRICE	5	481,721.50
2. Net change by Change Order	5	58,610.49
3. Current Contract Price (Line 1+2)	5	492,931.95
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Invoice)		537,934.43
5. RETAINAGE		
a. 0%	3	Work Completed
b. 5		Stored Material
c. Total Retainage (Line 5a + Line 5b)	3	-
6. AMOUNT ELIGIBLE TO DATE (Line 4, Line 5a)	5	337,674.41
7. LESS PREVIOUS PAYMENTS (Line 6 from other Applications)	5	329,352.97
8. AMOUNT DUE THIS APPLICATION	5	17,221.52
9. BALANCE TO BE PAID, PLUS RETAINAGE		

Contribution

The underlying economic certainty that to the best of his knowledge the U.S. private law governing the payment received from Google was not one of Wash. state law (which the Court has been inclined not to displace) ("mutual expectation" obligation) interacted in conjunction with Wash. covered by public application law ("mutual expectation" obligation) and requirement to be covered by a third party (which the Court found to be Wash. covered by public application law) to give rise to a claim for damages under the public application law. The application law (which was not part of the public application law) was not covered by the application law (which was not part of the public application law) and the application law (which was not part of the public application law) was not covered by the application law (which was not part of the public application law).

Feedback by the Communication System can be used

Contractor's Application

EXHIBIT I

CHANGE ORDER NO. 2

PROJECT: ROAD IMPROVEMENTS FOR VISTA REDONDA

CONTRACTOR: AAC CONSTRUCTION, LLC

ENGINEER: SANTA FE ENGINEERING CONSULTANTS, LLC

PROJECT NO: 6197

Contractor Telephone: (505) 471-2510

Contractor e-mail: andrew@cnsf.net

ENGINEER'S PROJECT NO: Vista Redonda

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

EXTEND DATE OF SUBSTANTIAL COMPLETION

On December 2, 2015, Santa Fe County issued its acknowledgement and endorsement for Contractor AAC Construction's request for winter suspension beginning November 19, 2015. By Change Order No. 1, the date of substantial completion for this project was established as December 17, 2015. As of November 19, 2015, there were 18 days remaining until the date of Substantial Completion date as established in Change Order No. 1.

Between October 30 and November 19, 2015, there were 7 days lost due to weather as shown on the attached inventory of lost days. (See attached letters and weather delay log)

Due to the weather suspension and 7 lost days due to weather, it is anticipated that construction for this project by the Contractor will resume on April 11, 2016, therefore the new date of Substantial Completion for this project is May 13, 2016.

Additional days required: 7 days.

This Change Order No. 2 consists of a contract time extension of 7 days.

I. Delays for weather were 7 days between October 30, and November 19, 2015.

You are directed to make the following changes in this Contract: (Provide a detailed description of the Scope of the Work.) See attached Letters and weather delay log.

Extend AAC Construction's date for Substantial Completion to May 13, 2016, due to weather suspension of the project and 7 lost days due to weather.

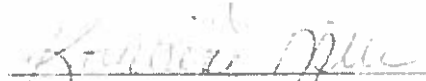
NOT VALID UNTIL SIGNED BY BOTH THE COUNTY AND THE ENGINEER. Signature of the Contractor indicates its agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The Original Contract Sum is	\$454,733.50
Net change by previously authorized Change Orders	\$ 20,262.91
The Contract Sum prior to this Change Order was	\$ 474,996.41
The Contract Sum will be changed by this Change Order in the amount of	\$0.00
The new Contract Sum including this Change Order will be	\$ 474,996.41
The Contract Time will be increased by 7 days.	

The date of Substantial Completion as of the date of this Change Order No. 2 is May 13, 2016.

CHANGE ORDER SIGNATURE PAGE

SANTA FE COUNTY


Katherine Miller
Santa Fe County Manager


12-16-15
Date

Approved as to form:


Gregory S. Shaffer
Santa Fe County Attorney

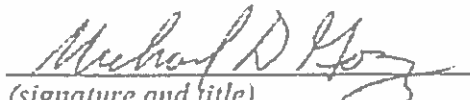
12-14-15
Date

Finance Department:


Carole H. Jaramillo
Santa Fe County Finance Director


12/15/15
Date

ENGINEER:


(signature and title)
Michael Gomez PE

12/11/15
Date

CONTRACTOR:


(signature and title)
Andrew Sisneros

12-14-15
Date

Santa Fe Engineering Consultants, LLC

S
F
E
C

Civil and Traffic Engineering
Construction Management
Land Development

1599 St Francis Drive, Suite B
Santa Fe, N.M. 87505
(505) 982-2845 Fax (505) 982-2641

December 11, 2015

Carlos E. Vigil
Santa Fe County- Public Works
901 West Alameda, Suite 20-C
Santa Fe, New Mexico 87501

RE: Vista Redonda Drainage and Road Improvements – Change Order No. 2

Santa Fe Engineering is in receipt of a letter from Mr. Andrew Sisneros of AAC Construction regarding Notification of Delay, dated November 19, 2015. This letter details recent delays AAC Construction has faced due to inclement weather. These delays, coupled with the additional 40 days lost due to weather and utility relocations claimed on Change Order No. 1 (dated October 30, 2015), have resulted in the contractor's request for the County to issue a temporary suspension of work.

On December 2, 2015, Santa Fe County issued their acknowledgement and endorsement for AAC Construction's request for winter suspension beginning November 19, 2015. Per Change Order No. 1, the substantial completion date for this project was to be December 17, 2015. As of November 19, 2015, there were 18 days remaining until the substantial completion date.

Between October 30 and November 19, there were 7 days lost due to weather as shown on the attached inventory of lost day. This Change Order No. 2 consists of a contract time extension of 7 days.

CHANGE ORDER NO. 2 – ADDITIONAL DAYS

- Weather delays – 7 days.

With 18 days of contract time remaining, and this change order adding 7 days due to weather delays, there are now a total of 25 working days left for this contract. It is anticipated that construction will resume on April 11, 2016. This sets the new substantial completion date at May 13, 2016. Santa Fe Engineering is aware that AAC Construction will be submitting a change order in the future for costs associated with these delays. At this time, this change order is just meant to address only the contract time extension.

Cost Summary

The Original Contract Sum is	\$454,733.50
Net change by previously authorized Change Orders	\$20,262.91
The Contract Sum prior to this Change Order was	\$474,996.41
The Contract Sum will be changed by this Change Order in the amount of	\$0.00
The new contract Sum including this Change Order will be	\$474,996.41
The Contract Time will be increased by 7 days.	

The date of Substantial Completion as of the date of this Change Order therefore is: 5-13-2016

Sincerely



Michael D. Gomez, P.E., P.T.O.E.
Santa Fe Engineering Consultants, LLC.

VISTA REDONDA INVENTORY OF LOST DAYS
AS OF 12-11-2015

DATE	DESCRIPTION	UTILITIES				SLOPE REBURD	WEATHER
		TELEPHONE	ELECTRIC	WATER			
9/17/2015	Driveway for lot 16 looking for water service						
9/22/2015	Began excavation for culvert lot 21 encountered phone	1					1
9/23/2015	Began excavation for culvert #24 encountered electric and phone						
9/24/2015	Cannot install culvert in ditch of #24 waiting for utility companies		1				
9/29/2015	Still waiting for utility companies #24						
9/30/2015	Utilities cleared and hi water service not located						1
9/10/2015	Repaired and lowered water service at #24						
9/10/2015	Culvert at #24 complete		5				
	Meeting with utility companies and discovered PNM line at 48"						
	Culvert needs lowering before the wall can be constructed on						
	East side of the road. Telephone also.						
	Encanto SW cannot be cut to grade due to Telephone conflict.						
9/21/2015	Encanto SW basically shut down due to utility conflicts.	17					
9/22/2015	Essential Utilities began lowering PNM cable at 48" culvert			1			
9/23/2015	Ignored too wet to work						
	Meeting with CenturyLink Kelly excavating AAC to look at existing						
	Phone location. They decided to relocate the line from Vista						
	Redonda to the end of the project. All of SV.						
9/25/2015	Kelly starts relocation at intersection of Vista Redonda and SV						
9/26/2015	Kelly lowering phone						
9/27/2015	Kelly lowering phone						
9/28/2015	AAC cuts phone line in Vista Redonda only a foot at corner						
9/29/2015	Kelly lowers Vista Redonda line and continues on SV relocation.						
9/30/2015	PNM replacing new line at 48" culvert. still cannot start wall until						
	Telephone line is abandoned.						
10/1/2015	Kelly completed the relocation of cable on SV now need to space.						
10/5/2015	Century Link begins splicing new cables.						
10/6/2015	AAC cuts unsolicited PNM line in ditch of Vista Redonda and Encanto NE		5				
	PNM will have to lower all of their lines at the intersection mean delays.			1			
10/7/2015	AAC joined out						
10/8/2015	Essential Utilities say they will be on site the 11th to begin lowering at the						
	intersection						
10/8/2015	Phone Co. still splicing.						
10/12/2015	Phone Co completed splicing the west wall can begin						
10/13/2015	Essential Utilities began lowering line at intersection AAC cannot pave Vista Redonda						
10/19/2015	Essential Utilities still lowering Power at intersection.						
10/21/2015	Rained to wet to work						1
10/22/2015	Rained in PM to muddy from yesterday to work spent part of day mulling results.				4		1
10/27/2015	SLOPE AT THE 48" CULVERT.						1
10/30/2015	Rained all night part of morning to wet to work.						5
	SUBTOTAL	18	11	2	4		
	TOTAL UTILITIES		31				
	TOTAL DAYS LOST CHANGE ORDER #1						40
11/4/2015	Rained mid day connector shut down due to wet conditions and rain						1
11/5 to 11/6	Snowed job shut down						2
11/16/2015	Rained out						1
11/17/2015	snowed job shut down						1
11/18 to 11/19	iced mud and snow job shut down						2
	TOTAL DAYS SINCE CHANGE ORDER #1						7

APPROVAL

AAC CONSTRUCTION

Andrew Suenos

Date

12-14-15

SARITA FE CONSTRUCTION

Michael Gomez

Date

12/11/15

SARITA FE CONSTRUCTION

Carlos Vigil

Date

12/11/15

A.A.C. CONSTRUCTION, LLC
18 La Luna Rd
Santa Fe, NM 87507

November 19, 2015

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

Re: Notification of Delay

To Whom It May Concern:

Pursuant to Paragraph 3.4(F) of Agreement No. 2015-0366-PW/MM between the Santa Fe County and A.A.C. Construction, LLC, A.A.C. Construction, LLC hereby notifies the County of additional delays to the project as a result of inclement weather. A.A.C. Construction, LLC has been unable to perform its work under the contract as a result of inclement weather due to the project being pushed back into the Winter.

Pursuant to Paragraph 10.1 of the Conditions of the Work, the County may temporarily suspend the work on the project due to weather conditions. As the work (Paving, Permanent Erosion Controls, Seeding, Signs, Pavement Markings, West Retaining Wall, Header Curbs, Check Dams, Curb & Gutters, Installation of Guard Rail System, Subgrade Prep, Base Course Placement), remaining to be performed by A.A.C. Construction, LLC on the project cannot be completed at this time due to the weather conditions, A.A.C. Construction, LLC requests that the County issue a temporary suspension of the work and direct A.A.C. Construction, LLC as to any work it desires to be completed to safeguard and maintain the work during the suspension.

The Current Project Status is as follows:

A) Vista Redonda Rd - 95% Complete.

B) Paseo Encantado SW - Subgrade Prep. 41.9% complete, West Wall 50% complete, East Wall 100% complete and Basecourse Installation 41.9% complete.

A.A.C. CONSTRUCTION, LLC
18 La Luna Rd
Santa Fe, NM 87507

On November 19, 2015, the County held Vista Redonda Weekly Progress Meeting #12. At the meeting, the parties agreed that, due to current weather conditions and temperatures, the project would be placed on winter suspension until further notice. The winter suspension is to commence November 25, 2015 with A.A.C. Construction performing shut down operations between the November 19, 2015 meeting and the commencement of the winter suspension.

As directed at the November 19, 2015 progress meeting, A.A.C. Construction has set all traffic control as required for the winter suspension, has left the site safe for public two-way travel, has checked the site for compliance with SWPPP requirements, has installed filter fabric to prevent erosion where rip rap to be placed under the contract has not yet been placed, has installed a base course plate from STA 6+75 to 8+75 for vehicle travel and has stockpiled and measured gravel to be left on site for repairs. During the winter suspension, A.A.C. Construction will continue to monitor the project at reasonable intervals, particularly after winter storm events.

A.A.C. Construction would request that the County review the status of the project following commencement of the winter shutdown to assure that it is satisfied with the preparation for the suspension and safety of the traveling public. If the County, after review of the site conditions is satisfied, A.A.C. Construction would propose convening for a further site visit and analysis in early April, 2016 to determine when the suspension should be lifted. If upon inspection of the site it is determined that the temperature has reached 50° and rising at 10:00am, for 5 consecutive days, a construction schedule will be developed by A.A.C. Construction and submitted to the Engineer for approval.

Sincerely,



Andrew Sisneros
A.A.C. Construction, LLC

EXHIBIT I

CHANGE ORDER

PROJECT: ROAD IMPROVEMENTS FOR VISTA REDONDA

CONTRACTOR: AAC CONSTRUCTION, LLC
CHANGE ORDER NO: 1

ENGINEER: SANTA FE ENGINEERING CONSULTANTS, LLC

PROJECT NO: 6197

Contractor Telephone: (505) 471-2510
Contractor e-mail: andrew@cnsf.net
ENGINEER'S PROJECT NO: Vista Redonda

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

CHANGE ORDER NO. 1 – ADDITIONAL WORK REQUIRED

The existing slope at Sta. 8+00 Paseo Encantado SW is not adequate to support the foundation of the retaining wall and requires reconstruction due to weather conditions that caused erosion of the existing slope prior to construction and after the final design was completed. (See attached Figures 1 through 5). Additional days required: 4 days.

CHANGE ORDER NO. 1 – ADDITIONAL DAYS REQUIRED

-
1. The Slope Reconstruction will require 4 days
 2. Delays from utility relocations were 31 days
 3. Delays for weather were 5 days.
-

You are directed to make the following changes in this Contract: (Provide a detailed description of the Scope of the Work.) See attached Figures 1 through 5.

The work to be completed is located 800ft from the intersection of Vista Redonda and Paseo Encantado in Tesuque, New Mexico. The work consists of Additional Clear and Grub, Excavation, Backfill, Traffic Control and Material Testing.

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

The Original Contract Sum is	\$454,733.50
Net change by previously authorized Change Orders	50.00
The Contract Sum prior to this Change Order was	\$454,733.50
The Contract Sum will be changed by this Change Order in the amount of	\$20,262.91
The new contract Sum including this Change Order will be	\$474,996.41
The Contract Time will be increased by 40 days.	

The date of Substantial Completion as of the date of this Change Order therefore is: 12-17-2015

CHANGE ORDER SIGNATURE PAGE

SANTA FE COUNTY


Katherine Miller
Santa Fe County Manager

11-2-15
Date

Approved as to form:


Gregory S. Shaffer
Santa Fe County Attorney

11-2-15
Date

Finance Department:


Carole H. Jaramillo
Santa Fe County Finance Director

11/3/15
Date

ENGINEER:


Signature
Michael Gomez PE

10/30/15
Date

CONTRACTOR:


Signature
Andrew Sisneros

10-30-15
Date

A.A.C. Construction, LLC

BID ITEM SUMMARY OF COSTS

PROJECT NAME: Road Improvements for Vista Redonda

PROJECT NUMBER: 1001-31

DATE: 10/30/2015

CHANGE ORDER NO.: 1

BID ITEM DESCRIPTION: Add Slope Build Out to Support West Retaining Wall at the Low Point of PESW

SUB-ITEMS

EQUIPMENT

\$ 11,750.42

LABOR

\$ 4,716.83

MATERIAL

\$ 1,627.86

SUPPLIER

\$ -

SUBCONTRACT

\$ 2,167.80

TOTAL ITEM: 1 **TOTAL** \$ 20,262.91

A.A.C. Construction, LLC

EQUIPMENT COST ESTIMATION

10/30/2015

PROJECT NAME: Road Improvements for Vista Redonda

PROJECT NUMBER: IFB# 2015-0366-PW/MM

BID ITEM DESCRIPTION: Add Slope Build Out to Support West Retaining Wall at the Low Point of PESW

CHANGE ORDER NO.: 1

EQUIPMENT DESCRIPTION	EQUIPMENT PIECES	UNIT TYPE	UNIT QUANTITY	TOTAL UNIT QUANTITY	RATE PER UNIT	OPERATION COST PER UNIT	TOTAL COST PER UNIT	SUB TOTAL
Mini Ex	1	HOUR	38	38	20.83	7.2905	28.1205	\$ 1,068.58
Backhoe	1	HOUR	0	0	18	6.3	24.3	\$
F350 FORD UTILITY TRUCK	1	HOUR	0	0	15	5.25	20.25	\$
Wear & Tear, Replacement Maintenance of SMALL EQUIP/MISC TOOLS	1	HOUR	10	10	7.56	2.646	10.206	\$ 102.06
Transport Fees	1	HOUR	0	0	70	24.5	94.5	\$
Tamper	1	HOUR	0	0	12.75	9.5625	22.3125	\$
Chain Saw	1	HOUR	4	4	8.95	3.1325	12.0825	\$ 48.33
316 Excavator	1	HOUR	38	38	66.65	38.9925	125.6425	\$ 4,774.42
Cat 956 Loader	1	HOUR	10	10	182	58.24	240.24	\$ 2,402.40
5 YARD LOADER	1	HOUR	0	0	46.93	28.158	75.088	\$
JOHN DEER 200 EXCAVATOR	1	HOUR	0	0	37.5	13.125	50.625	\$
Concrete Pump	1	HOUR	0	0	95	33.25	128.25	\$
F-250 SERVICE TRUCK	1	HOUR	16	16	10.35	3.6225	13.9725	\$ 223.56
SOIL COMPACTOR	1	HOUR	0	0	21.06	13.689	34.749	\$
Compressor	1	HOUR	0	0	8	2.8	10.8	\$
33" TRENCH ROLLER	1	HOUR	38	38	19.61	6.8635	26.4735	\$ 1,005.99
WELDER	1	HOUR	0	0	17.89	6.2615	24.1515	\$
2000 Gal on WATER TRUCK	1	HOUR	20	20	31	13.95	44.95	\$ 899.00

SUB-TOTAL \$ 10,524.34

0% GA \$

SUB-TOTAL \$ 10,524.34

10% Fee \$ 1,052.43

SUB-TOTAL \$ 11,576.77

TAX \$

SUB-TOTAL \$ 11,576.77

BOND \$ 173.65

SUB-TOTAL AMOUNT FOR ITEM NUMBER: 1 \$ 11,750.42

A.A.C. Construction, LLC

LABOR COST ESTIMATION

DATE: 10/30/2015

PROJECT NAME: Road Improvements for Vista Redonda

PROJECT NUMBER: IFB# 2015-0366-PW/MM

BID ITEM DESCRIPTION: Add Slope Build Out to Support West Retaining Wall at the Low Point of PESW

CHANGE ORDER NO.: 1

LABOR	BASE	LABOR	PER MAN	TOTAL	TOTAL MAN	PER MAN	TOTAL MAN	SUB
DESCRIPTION	RATE	BURDEN	HOURLY COST	MEN	HOURLY COST	HOURS	HOURS	TOTAL
MINI EX OPERATOR GROUP IV	16.8	8.4	25.2	1	25.2	38	38	\$ 957.60
315 EXCAVATOR OPERATOR GROUP IV	16.8	8.4	25.2	1	25.2	38	38	\$ 957.60
LOADER OPERATOR GROUP IV	16.8	8.4	25.2	1	25.2	10	10	\$ 252.00
Truck Driver Group II, Water Truck	14.38	7.19	21.57	1	21.57	20	20	\$ 431.40
Truck Driver Group II, Service Truck	14.38	7.19	21.57	1	21.57	16	16	\$ 345.12
TRENCH ROLLER, GROUP II LABOR	14.38	7.19	21.57	1	21.57	38	38	\$ 819.66
GROUP III LABOR, Chain Saw	14.38	7.19	21.57	1	21.57	4	4	\$ 85.28
GROUP X LABOR	18.45	9.225	27.675	1	27.675	0	0	\$ -
Pipe Fitter	32.37	16.185	48.555	1	48.555	0	0	\$ -
PM	65	32.5	97.5	1	97.5	0	0	\$ -
Foreman	25	12.5	37.5	1	37.5	10	10	\$ 375.00

SUB-TOTAL \$ 4,224.66

0% G/A \$ -

SUB-TOTAL \$ 4,224.66

10% FEE \$ 422.47

SUB-TOTAL \$ 4,647.13

TAX \$ -

SUB-TOTAL \$ 4,647.13

BOND \$ 69.71

SUB-TOTAL AMOUNT FOR ITEM NUMBER: 1 \$ 4,716.83

A.A.C. Construction, LLC

MATERIAL COST ESTIMATION

DATE: 10/30/2015

PROJECT NAME: Road Improvements for Vista Redonda

PROJECT NUMBER: IFB# 2015-0366-PW/MM

BID ITEM DESCRIPTION: Add Slope Build Out to Support West Retaining Wall at the Low Point of PESW

CHANGE ORDER NO.: 1

[illegible]

SUB-TOTAL \$ 1,458.00

0% G/A S .

SUB-TOTAL \$ 1,455.00

10% FEE \$ 145.00

SUB-TOTAL \$ 1,603.80

TAX 5 24

SUB-TOTAL \$ 1,503.60

BOND \$ 24 05

SUB-TOTAL AMOUNT FOR ITEM NUMBER	1	\$	1,627.85
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A.A.C. Construction, LLC

SUBCONTRACT COST ESTIMATION

DATE: 10/30/2015

PROJECT NAME: Road Improvements for Vista Redonda

PROJECT NUMBER: IFB# 2015-0366-PW/MM

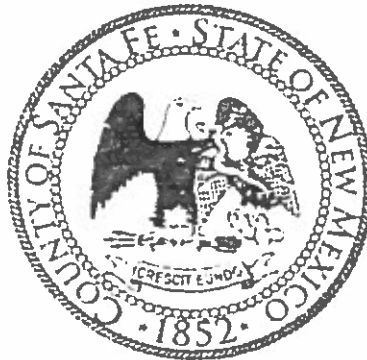
BID ITEM DESCRIPTION: Add Slope Build Out to Support West Retaining Wall at the Low Point of PESW

CHANGE ORDER NO.: 1

TASK DESCRIPTION	SUBCONTRACTOR PRICE
BSN Test ng 8 hrs at \$45	\$ 360.00
Mileage 200 Miles @ .75	\$ 150.00
2 Each Flaggers at \$27.79 per hr, 20 hrs each	\$ 1,111.60
SWS Traffic Control Devices, 4+ Days Extended x \$80 per day	\$ 320.00

SUB-TOTAL	\$	1,941.60
0% G/A	\$	-
SUB-TOTAL	\$	1,941.60
10% FEE	\$	194.16
SUB-TOTAL	\$	2,135.76
TAX	\$	-
SUB-TOTAL	\$	2,135.76
BOND	\$	32.04
SUB-TOTAL AMOUNT FOR ITEM NUMBER	\$	2,167.80

**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

Hereafter "Contractor":

Andrew Sisneros, Managing Member
A.A.C. Construction, LLC
18 La Luna Road
Santa Fe, New Mexico 87507
(505) 471-2510
Andrew@cnsnp.net

ARCHITECT/ENGINEER

NAME: Santa Fe Engineering Consultants, LLC
ADDRESS: 1599 St. Francis Drive, Suite B.
Santa Fe, NM 87505
TELEPHONE: (505) 982-2845
E-MAIL ADDRESS: Eric@SantaFeEngineering.com

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RECITALS

WHEREAS, in accordance with Section 13-1-103 through Section 13-1-110 NMSA 1978, the County issued Invitation for Bid (IFB) No. 2015-0366-PW/MM for construction services for the Vista Redonda Subdivision;

WHEREAS, the Contractor submitted its bid, in response to IFB No. 2015-0366-PW/MM;

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;

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

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

ARTICLE 1 THE CONTRACT DOCUMENTS

1.1 DOCUMENTS

The contract documents consist of the following:

- Agreement between County and Contractor
- General Conditions of the Construction Contract
- Conditions of the Work of the Construction Contract
- Bid Sheet
- 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:

The work to be completed is located at the intersection of Vista Redonda and Paseo Encantado in Tesuque, New Mexico. The work consists of, but is not limited to widening the road, installing guardrails, retaining wall, new signs, paving and striping.

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 forty (40) 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 one thousand dollars (\$1,000.00) shall be assessed per each working 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 working 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 Four Hundred Fifty Four Thousand Seven Hundred Thirty Three Dollars and Fifty Cents \$454,733.50, exclusive of New Mexico gross receipts tax.

4.2 CONTRACT AMOUNT

The Contract sum is determined as follows:

Base Bid	\$ 454,733.50
Total Contract Amount	\$ 454,733.50 Exclusive of NM GRT

ARTICLE 5 PROGRESS PAYMENTS

5.1 PROGRESS PAYMENTS

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

- A. No later than (21) working days following receipt by the County of an undisputed Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the Work and one hundred percent (100%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the County; less such amounts as the Architect/ Engineer shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents (Section 57-28-5, NMSA 1978).
- B. When making payments, the County, Contractor or subcontractor shall not retain, withhold, hold back or in any other manner not pay amounts owed for work performed. For additional information regarding retainage and the Prompt Payment Act (refer to Section 57-28-5, NMSA 1978).
- C. 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 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

Katherine Miller
Katherine Miller, Manager
Santa Fe County

7-15-15
Date

REVIEWED AS TO LEGAL FORM AND SUFFICIENCY

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

7-15-15
Date

FINANCE DEPARTMENT APPROVAL:

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

7-15-15
Date

CONTRACTOR:

Andrew Sisneros
Signature

7-16-15
Date

Andrew Sisneros

Managing Member
Print Title

NEW MEXICO LICENSE NUMBER: 361394

SANTA FE COUNTY:

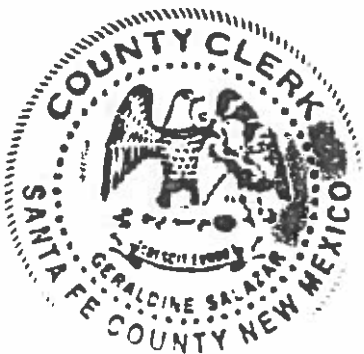

Robert A. Anaya, Chair
Santa Fe County Board of County Commissioners

7/28/15
Date

ATTESTATION:


Geraldine Salazar
Santa Fe County Clerk

7-28-2015





**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.

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

6. COMPLIANCE WITH APPLICABLE LAW, CHOICE OF LAW

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

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

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

7. EFFECTIVE DATE AND TERM

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

8. TERMINATION

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

- 8.3 Right of the County to Terminate Contract In the event that any of the provisions of this contract are violated by the Contractor, or by any of its subcontractors, the County may serve written notice upon the Contractor and the Surety of its intention to terminate 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 either 1) require each of its subcontractors to procure and to maintain during the life of its subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in 14.4 above.
- 14.6 Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act, 52-1-1 to 52-1-70 NMSA 1978. The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance as

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

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

15. INDEPENDENT CONTRACTOR

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

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

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

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

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

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

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

17. ASSIGNMENT

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

18. SUBCONTRACTING

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

19. PERSONNEL

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

20. NOTICES

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

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

To the Contractor: A.A.C. Construction, LLC.
18 La Luna Road
Santa Fe, New Mexico 87507

- 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 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 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 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 Engineer/County the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the 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 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 Engineer/County, of equal substance and function. It shall not be purchased or installed by the Contractor without the 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 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 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 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 Engineer/County, in a diligent manner. The Contractor shall notify the Engineer/County immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Engineer/County for approval.
- 11.3 Where the Contractor has not taken action but has notified the 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 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 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 Engineer/County shall be equitable.

19. WARRANTY OF CONSTRUCTION

- 19.1 In addition to any other warranties in this Contract, the Contractor warrants that work performed under this Contract conforms to the Contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.
- 19.2 This warranty shall continue for a period of one (1) year from the date of final acceptance of the work. If the County takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one (1) year from the date the County takes possession.
- 19.3 The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to County-owned or controlled real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements or any defect of equipment, material, workmanship, or design furnished.
- 19.4 The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement.
- 19.5 The County shall notify the Contractor, in writing, within a reasonable time after the

discovery of any failure, defect, or damage.

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

20. SUBSURFACE CONDITIONS FOUND DIFFERENT

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

21. CLAIMS FOR EXTRA COST

- 21.1 No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Architect/Engineer approved by the County, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the County, giving the County access to accounts relating thereto.

22. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

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

22.2 Schedule

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

23. ASSIGNMENTS

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

24. MUTUAL RESPONSIBILITY OF CONTRACTORS

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

25. SEPARATE CONTRACT

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

26. ARCHITECT/ENGINEER'S AUTHORITY

- 26.1 The Engineer/County shall give all orders and directions contemplated under this Contract and specifications, relative to the execution of the work. The 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 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 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 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 Engineer/County.

27. STATED ALLOWANCES

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

28. USE OF PREMISES AND REMOVAL OF DEBRIS

- 28.1 The Contractor expressly undertakes at its own expense:

- A. to take every precaution against injuries to persons or damage to property;
- B. to store its apparatus, materials, supplies and equipment in such orderly fashion at the

site of the work as will not unduly interfere with the progress of its work or the work of any other subcontractors;

- C. to place upon the work or any part thereof only such loads as are consistent with the safety of the portion of the work;
- D. to clean up frequently all refuse, rubbish, scrap materials, and debris caused by its operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
- E. before final payment to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from its operations, and to put the site in a neat, orderly condition.
- 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 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

BASE BID SHEET 1 of 2
BID ITEMS FOR THE ROAD IMPROVEMENTS TO VISTA REDONDA

Bid Item No.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	Extended Price (\$)
201000	Clearing & Grubbing			Unit Cost Written In Numbers	Extended Price Written In Numbers
1	Unit Cost Written In Words <u>Two Thousand Dollars and No Cents</u> Dollars & Cents	LS	1	<u>2,000.00</u> Dollars & Cents	<u>\$2,000.00</u> Dollars & Cents
203000	Unclassified Excavation			Unit Cost Written In Numbers	Extended Price Written In Numbers
2	Unit Cost Written In Words <u>Six Dollars and Fifty Cents</u> Dollars & Cents	CY	550	<u>6.50</u> Dollars & Cents	<u>\$3,575.00</u> Dollars & Cents
203100	Borrow			Unit Cost Written In Numbers	Extended Price Written In Numbers
3	Unit Cost Written In Words <u>Eighteen Dollars and No Cents</u> Dollars & Cents	CY	94	<u>18.00</u> Dollars & Cents	<u>\$1,692.00</u> Dollars & Cents
203200	Sub Excavation			Unit Cost Written In Numbers	Extended Price Written In Numbers
4	Unit Cost Written In Words <u>Ten Dollars and Fifty Cents</u> Dollars & Cents	CY	10	<u>10.50</u> Dollars & Cents	<u>\$105.00</u> Dollars & Cents
207000	Subgrade Preparation			Unit Cost Written In Numbers	Extended Price Written In Numbers
5	Unit Cost Written In Words <u>One Dollar and Seventy Five Cents</u> Dollars & Cents	SY	2940	<u>1.75</u> Dollars & Cents	<u>\$5,145.00</u> Dollars & Cents

Bid Item No.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	Extended Price (\$)
303160	Basecourse 6" Unit Cost Written In Words <u>Six Dollars and Seventy Five Cents</u> Dollars & Cents	SY	2790	Unit Cost Written In Numbers <u>6.75</u> Dollars & Cents	Extended Price Written In Numbers <u>\$18,832.50</u> Dollars & Cents
423270	HMA SP IV Complete 3" Unit Cost Written In Words <u>Seventeen Dollars and Thirty Two Cents</u> Dollars & Cents	SY	2210	Unit Cost Written In Numbers <u>17.32</u> Dollars & Cents	Extended Price Written In Numbers <u>\$38,277.20</u> Dollars & Cents
570018	18" Culvert Pipe Unit Cost Written In Words <u>Twenty Five Dollars and No Cents</u> Dollars & Cents	LF	50	Unit Cost Written In Numbers <u>25.00</u> Dollars & Cents	Extended Price Written In Numbers <u>\$1,250.00</u> Dollars & Cents
570019	18" Standard End Section Unit Cost Written In Words <u>Two Hundred Fifty Dollars and No Cents</u> Dollars & Cents	EA	4	Unit Cost Written In Numbers <u>250.00</u> Dollars & Cents	Extended Price Written In Numbers <u>\$1,000.00</u> Dollars & Cents
601000	Removal Of Structures and Obstructions Unit Cost Written In Words <u>Two Thousand Five Hundred Dollars and No Cents</u> Dollars & Cents	LS	1	Unit Cost Written In Numbers <u>2,500.00</u> Dollars & Cents	Extended Price Written In Numbers <u>\$2,500.00</u> Dollars & Cents

Bid Item No.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	Extended Price (\$)
602000 11	<p>Riprap Class "A"</p> <p>Unit Cost Written In Words</p> <p><u>One Hundred Ten Dollars and No Cents</u> Dollars & Cents</p>	CY	4	<p>Unit Cost Written In Numbers</p> <p><u>110.00</u> Dollars & Cents</p>	<p>Extended Price Written In Numbers</p> <p><u>\$440.00</u> Dollars & Cents</p>
603221 12	<p>Check Dam Type II</p> <p>Unit Cost Written In Words</p> <p><u>Twenty Five Dollars and No Cents</u> Dollars & Cents</p>	LF	40	<p>Unit Cost Written In Numbers</p> <p><u>25.00</u> Dollars & Cents</p>	<p>Extended Price Written In Numbers</p> <p><u>\$1,000.00</u> Dollars & Cents</p>
603260 13	<p>Culvert Protection</p> <p>Unit Cost Written In Words</p> <p><u>Ten Dollars and No Cents</u> Dollars & Cents</p>	SY	10	<p>Unit Cost Written In Numbers</p> <p><u>10.00</u> Dollars & Cents</p>	<p>Extended Price Written In Numbers</p> <p><u>\$100.00</u> Dollars & Cents</p>
603261 14	<p>Mulch Socks</p> <p>Unit Cost Written In Words</p> <p><u>One Dollar and Eighty Five Cents</u> Dollars & Cents</p>	LF	1600	<p>Unit Cost Written In Numbers</p> <p><u>1.85</u> Dollars & Cents</p>	<p>Extended Price Written In Numbers</p> <p><u>\$2,960.00</u> Dollars & Cents</p>
609200 15	<p>Header Curb</p> <p>Unit Cost Written In Words</p> <p><u>Twenty Two Dollars and No Cents</u> Dollars & Cents</p>	LF	20	<p>Unit Cost Written In Numbers</p> <p><u>22.00</u> Dollars & Cents</p>	<p>Extended Price Written In Numbers</p> <p><u>\$440.00</u> Dollars & Cents</p>

Bid Item No.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	Extended Price (\$)
632000 16	Class "A" Seeding Unit Cost Written In Words <u>Three Thousand Nine Hundred Dollars and No Cents</u> Dollars & Cents	AC	0.3	Unit Cost Written In Numbers <u>3,900.00</u> Dollars & Cents	Extended Price Written In Numbers <u>\$1,170.00</u> Dollars & Cents
701000 17	Panel Signs Unit Cost Written In Words <u>Twenty One Dollars and Fifty Cents</u> Dollars & Cents	SF	10	Unit Cost Written In Numbers <u>21.50</u> Dollars & Cents	Extended Price Written In Numbers <u>\$215.00</u> Dollars & Cents
701031 18	Remove And Reset Existing Sign Unit Cost Written In Words <u>One Hundred Fifteen Dollars and No Cents</u> Dollars & Cents	EA	6	Unit Cost Written In Numbers <u>115.00</u> Dollars & Cents	Extended Price Written In Numbers <u>\$690.00</u> Dollars & Cents
701100 19	Steel/Base Post For Aluminum Panel Signs Unit Cost Written In Words <u>Ninety Dollars and No Cents</u> Dollars & Cents	EA	2	Unit Cost Written In Numbers <u>90.00</u> Dollars & Cents	Extended Price Written In Numbers <u>\$180.00</u> Dollars & Cents
703110 20	Road Delineator Type Hazard Unit Cost Written In Words <u>Forty Eight Dollars and No Cents</u> Dollars & Cents	EA	4	Unit Cost Written In Numbers <u>48.00</u> Dollars & Cents	Extended Price Written In Numbers <u>\$192.00</u> Dollars & Cents

Bid Item No.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	Extended Price (\$)
704000	Retroreflectized Painted Markings (4") - Double Application			Unit Cost Written In Numbers	Extended Price Written In Numbers
21	Unit Cost Written In Words <u>No Dollars and Eighty Five Cents</u> Dollars & Cents	LF	2600	<u>0.85</u> Dollars & Cents	<u>\$2,210.00</u> Dollars & Cents
704762	Retroreflectized Preformed Patterned Pavement Stripe 12"			Unit Cost Written In Numbers	Extended Price Written In Numbers
22	Unit Cost Written In Words <u>Twenty Two Dollars and No Cents</u> Dollars & Cents	LF	50	<u>22.00</u> Dollars & Cents	<u>\$1,100.00</u> Dollars & Cents
799999	Remove And Reset Mailbox			Unit Cost Written In Numbers	Extended Price Written In Numbers
23	Unit Cost Written In Words <u>One Hundred Ten Dollars and No Cents</u> Dollars & Cents	EA	2	<u>110.00</u> Dollars & Cents	<u>\$220.00</u> Dollars & Cents
603000	Stormwater Pollution Prevention Plans & Maintenance			Unit Cost Written In Numbers	Extended Price Written In Numbers
24	Unit Cost Written In Words <u>Nine Hundred Forty Five Dollars and No Cents</u> Dollars & Cents	LS	1	<u>945.00</u> Dollars & Cents	<u>\$945.00</u> Dollars & Cents
618000	Construction Traffic Control & Management			Unit Cost Written In Numbers	Extended Price Written In Numbers
25	Unit Cost Written In Words <u>Four Thousand Five Hundred Dollars and No Cents</u> Dollars & Cents	LS	1	<u>4,500.00</u> Dollars & Cents	<u>\$4,500.00</u> Dollars & Cents

Bid Item No.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	Extended Price (\$)
621000	Mobilization Unit Cost Written In Words <u>Seventeen Thousand Five Hundred Dollars and No Cents</u>	LS	1	Unit Cost Written In Numbers <u>17,500.00</u>	Extended Price Written In Numbers <u>\$17,500.00</u>
26	Dollars & Cents			Dollars & Cents	Dollars & Cents
801000	Construction Staking Unit Cost Written In Words <u>Seven Thousand Two Hundred Fifty Dollars and No Cents</u>	LS	1	Unit Cost Written In Numbers <u>7,250.00</u>	Extended Price Written In Numbers <u>\$7,250.00</u>
27	Dollars & Cents			Dollars & Cents	Dollars & Cents
901000	Construction Testing Unit Cost Written In Words <u>Five Thousand Two Hundred Fifty Dollars and No Cents</u>	LS	1	Unit Cost Written In Numbers <u>5,250.00</u>	Extended Price Written In Numbers <u>\$5,250.00</u>
28	Dollars & Cents			Dollars & Cents	Dollars & Cents

BASE BID SHEET 2 of 2
BID ITEMS FOR PASEO ENCANTADO SOUTHWEST

Bid Item No.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	Extended Price (\$)
201000	Clearing & Grubbing Unit Cost Written In Words <u>Two Thousand Dollars and No Cents</u>	LS	1	Unit Cost Written In Numbers <u>2,000.00</u>	Extended Price Written In Numbers <u>\$2,000.00</u>
29	Dollars & Cents			Dollars & Cents	Dollars & Cents
203000	Unclassified Excavation Unit Cost Written In Words <u>Six Dollars and Fifty Cents</u>	CY	1310	Unit Cost Written In Numbers <u>6.50</u>	Extended Price Written In Numbers <u>\$8,515.00</u>
30	Dollars & Cents			Dollars & Cents	Dollars & Cents

203100	Borrow Unit Cost Written In Words	CY	820	Unit Cost Written In Numbers	Extended Price Written In Numbers
31	<u>Eighteen Dollars and No Cents</u> Dollars & Cents			<u>18.00</u> Dollars & Cents	<u>\$14,760.00</u> Dollars & Cents
203200	Sub Excavation Unit Cost Written In Words	CY	10	Unit Cost Written In Numbers	Extended Price Written In Numbers
32	<u>Twelve Dollars and No Cents</u> Dollars & Cents			<u>12.00</u> Dollars & Cents	<u>\$120.00</u> Dollars & Cents
207000	Subgrade Preparation Unit Cost Written In Words	SY	4210	Unit Cost Written In Numbers	Extended Price Written In Numbers
33	<u>One Dollar and Seventy Cents</u> Dollars & Cents			<u>1.70</u> Dollars & Cents	<u>\$7,157.00</u> Dollars & Cents
303160	Basecourse 6" Unit Cost Written In Words	SY	4050	Unit Cost Written In Numbers	Extended Price Written In Numbers
34	<u>Six Dollars and Seventy Five Cents</u> Dollars & Cents			<u>6.75</u> Dollars & Cents	<u>\$27,337.50</u> Dollars & Cents
423270	HMA SP-IV Complete 3" Unit Cost Written In Words	SY	3490	Unit Cost Written In Numbers	Extended Price Written In Numbers
35	<u>Seventeen Dollars and Thirty Two Cents</u> Dollars & Cents			<u>17.32</u> Dollars & Cents	<u>\$60,446.80</u> Dollars & Cents
570018	18" Culvert Pipe Unit Cost Written In Words	LF	150	Unit Cost Written In Numbers	Extended Price Written In Numbers
36	<u>Twenty Five Dollars and No Cents</u> Dollars & Cents			<u>25.00</u> Dollars & Cents	<u>\$3,750.00</u> Dollars & Cents

570019 37	18" Standard End Section Unit Cost Written In Words <u>Two Hundred Twenty Five Dollars and No Cents</u> Dollars & Cents	EA	6	Unit Cost Written In Numbers <u>225.00</u> Dollars & Cents	Extended Price Written In Numbers <u>\$1,350.00</u> Dollars & Cents
570048 38	48" Culvert Pipe Unit Cost Written In Words <u>One Hundred Fifty Five Dollars and No Cents</u> Dollars & Cents	LF	10	Unit Cost Written In Numbers <u>155.00</u> Dollars & Cents	Extended Price Written In Numbers <u>\$1,550.00</u> Dollars & Cents
570049 39	48" Standard End Section Unit Cost Written In Words <u>One Thousand Three Hundred Fifty Dollars and No Cents</u> Dollars & Cents	EA	4	Unit Cost Written In Numbers <u>1,350.00</u> Dollars & Cents	Extended Price Written In Numbers <u>\$5,400.00</u> Dollars & Cents
601000 40	Removal Of Structures and Obstructions Unit Cost Written In Words <u>Two Thousand Dollars and No Cents</u> Dollars & Cents	LS	1	Unit Cost Written In Numbers <u>2,000.00</u> Dollars & Cents	Extended Price Written In Numbers <u>\$2,000.00</u> Dollars & Cents
602000 41	Riprap Class "A" Unit Cost Written In Words <u>One Hundred Five Dollars and No Cents</u> Dollars & Cents	CY	48	Unit Cost Written In Numbers <u>105.00</u> Dollars & Cents	Extended Price Written In Numbers <u>\$5,040.00</u> Dollars & Cents
602200 42	Gabions Unit Cost Written In Words <u>One Hundred Fifty Dollars and No Cents</u> Dollars & Cents	CY	22	Unit Cost Written In Numbers <u>150.00</u> Dollars & Cents	Extended Price Written In Numbers <u>\$3,300.00</u> Dollars & Cents

603221	Check Dam Type II				
43	Unit Cost Written In Words <u>Twenty Five Dollars and No Cents</u> Dollars & Cents	LF	430	Unit Cost Written In Numbers <u>25.00</u> Dollars & Cents	Extended Price Written In Numbers <u>\$10,750.00</u> Dollars & Cents
603260	Culvert Protection				
44	Unit Cost Written In Words <u>Ten Dollars and No Cents</u> Dollars & Cents	SY	60	Unit Cost Written In Numbers <u>10.00</u> Dollars & Cents	Extended Price Written In Numbers <u>\$600.00</u> Dollars & Cents
603261	Mulch Socks				
45	Unit Cost Written In Words <u>One Dollar and Eighty Five Cents</u> Dollars & Cents	LF	2100	Unit Cost Written In Numbers <u>1.85</u> Dollars & Cents	Extended Price Written In Numbers <u>\$3,885.00</u> Dollars & Cents
606200	Weathering Metal Barrier W-Beam (31")				
46	Unit Cost Written In Words <u>Twenty One Dollars and Fifty Cents</u> Dollars & Cents	LF	410	Unit Cost Written In Numbers <u>21.50</u> Dollars & Cents	Extended Price Written In Numbers <u>\$8,815.00</u> Dollars & Cents
606006	Guardrail Type 6 End Treatment				
47	Unit Cost Written In Words <u>Two Thousand Three Hundred Dollars and No Cents</u> Dollars & Cents	EA	1	Unit Cost Written In Numbers <u>2,300.00</u> Dollars & Cents	Extended Price Written In Numbers <u>\$2,300.00</u> Dollars & Cents
606050	End Treatment W-Beam End Anchor Type C				
48	Unit Cost Written In Words <u>One Thousand One Hundred Seventy Five Dollars and No Cents</u> Dollars & Cents	EA	1	Unit Cost Written In Numbers <u>1,175.00</u> Dollars & Cents	Extended Price Written In Numbers <u>\$1,175.00</u> Dollars & Cents

609200	Header Curb			Unit Cost Written In Numbers	Extended Price Written In Numbers
49	Unit Cost Written In Words <u>Twenty Two Dollars and No Cents</u> Dollars & Cents	LF	20	<u>22.00</u> Dollars & Cents	<u>\$440.00</u> Dollars & Cents
609418	Concrete Vertical Curb And Gutter 6" X 18"			Unit Cost Written In Numbers	Extended Price Written In Numbers
50	Unit Cost Written In Words <u>Twenty One Dollars and No Cents</u> Dollars & Cents	LF	820	<u>21.00</u> Dollars & Cents	<u>\$17,220.00</u> Dollars & Cents
632000	Class "A" Seeding			Unit Cost Written In Numbers	Extended Price Written In Numbers
51	Unit Cost Written In Words <u>Three Thousand Nine Hundred Dollars and No Cents</u> Dollars & Cents	AC	0.5	<u>3,900.00</u> Dollars & Cents	<u>\$1,950.00</u> Dollars & Cents
667301	Retaining Wall Complete In Place			Unit Cost Written In Numbers	Extended Price Written In Numbers
52	Unit Cost Written In Words <u>Thirty Dollars and No Cents</u> Dollars & Cents	SF	3108	<u>30.00</u> Dollars & Cents	<u>\$93,240.00</u> Dollars & Cents
701000	Panel Signs			Unit Cost Written In Numbers	Extended Price Written In Numbers
53	Unit Cost Written In Words <u>Twenty One Dollars and Fifty Cents</u> Dollars & Cents	SF	45	<u>21.50</u> Dollars & Cents	<u>\$967.50</u> Dollars & Cents
701031	Remove And Reset Existing Sign			Unit Cost Written In Numbers	Extended Price Written In Numbers
54	Unit Cost Written In Words <u>One Hundred Fifteen Dollars and No Cents</u> Dollars & Cents	EA	2	<u>115.00</u> Dollars & Cents	<u>\$230.00</u> Dollars & Cents

701100 55	Steel/Base Post For Aluminum Panel Signs Unit Cost Written In Words <u>Ninety Dollars and No Cents</u> Dollars & Cents	EA	10	Unit Cost Written In Numbers <u>90.00</u> Dollars & Cents	Extended Price Written In Numbers <u>\$900.00</u> Dollars & Cents
703110 56	Road Delineator Type Hazard Unit Cost Written In Words <u>Forty Eight Dollars and No Cents</u> Dollars & Cents	EA	7	Unit Cost Written In Numbers <u>48.00</u> Dollars & Cents	Extended Price Written In Numbers <u>\$336.00</u> Dollars & Cents
704000 57	Retroflectized Painted Markings (4") - Double Application Unit Cost Written In Words <u>No Dollars and Eighty Five Cents</u> Dollars & Cents	LF	5900	Unit Cost Written In Numbers <u>0.85</u> Dollars & Cents	Extended Price Written In Numbers <u>\$5,015.00</u> Dollars & Cents
704762 58	Retroflectirized Preformed Patterned Pavement Stripe 12" Unit Cost Written In Words <u>Twenty Two Dollars and No Cents</u> Dollars & Cents	LF	10	Unit Cost Written In Numbers <u>22.00</u> Dollars & Cents	Extended Price Written In Numbers <u>\$220.00</u> Dollars & Cents
799999 59	Remove And Reset Mailbox Unit Cost Written In Words <u>One Hundred Ten Dollars and No Cents</u> Dollars & Cents	EA	3	Unit Cost Written In Numbers <u>110.00</u> Dollars & Cents	Extended Price Written In Numbers <u>\$330.00</u> Dollars & Cents
603000 60	Stormwater Pollution Prevention Plans & Maintenance Unit Cost Written In Words <u>Five Hundred Dollars and No Cents</u> Dollars & Cents	LS	1	Unit Cost Written In Numbers <u>500.00</u> Dollars & Cents	Extended Price Written In Numbers <u>\$500.00</u> Dollars & Cents

618000	Construction Traffic Control & Management Unit Cost Written In Words Four Thousand Five Hundred Dollars and No Cents Dollars & Cents	LS	1	Unit Cost Written In Numbers <u>4,500.00</u> Dollars & Cents	Extended Price Written In Numbers <u>\$4,500.00</u> Dollars & Cents
61					
621000	Mobilization Unit Cost Written In Words Seventeen Thousand Five Hundred Dollars and No Cents Dollars & Cents	LS	1	Unit Cost Written In Numbers <u>17,500.00</u> Dollars & Cents	Extended Price Written In Numbers <u>\$17,500.00</u> Dollars & Cents
62					
801000	Construction Staking Unit Cost Written In Words Thirteen Thousand Five Hundred Dollars and No Cents Dollars & Cents	LS	1	Unit Cost Written In Numbers <u>13,500.00</u> Dollars & Cents	Extended Price Written In Numbers <u>\$13,500.00</u> Dollars & Cents
63					
901000	Construction Testing Unit Cost Written In Words Six Thousand Eight Hundred Ninety Five Dollars and No Cents Dollars & Cents	LS	1	Unit Cost Written In Numbers <u>6,895.00</u> Dollars & Cents	Extended Price Written In Numbers <u>\$6,895.00</u> Dollars & Cents
64					
BASE BID TOTAL WRITTEN IN NUMBERS		\$454,733.50			
BASE BID TOTAL WRITTEN IN WORDS		Four Hundred Fifty Four Thousand Seven Hundred Thirty Three Dollars and Fifty Cents			

ALL BID ITEMS AND BASE BID TOTAL ARE EXCLUSIVE
OF GROSS RECEIPTS TAX (GRT)

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

June 26, 2015

SANTA FE COUNTY
IFB#2015-0366-PW/MM
Road Improvements for Vista Redonda

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: MANDATORY PRE-BID SIGN IN SHEET

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

Question# 1- Are there any designated areas for staging?

Answer# 1- *No. You might want to contact the Vista Redonda HOA.*

Question# 2- Is Paseo Encantado required to remain open during the construction?

Answer# 2- *Yes. There are no other access routes.*

Question# 3- Can you provide the contact information regarding water?

Answer# 3- *Utility Contact Information is provided on Sheet 5-1 of the Plans*

Question# 4- Is the County requiring prime on top of the basecourse?

Answer# 4- *Yes, however, if the base course placement is followed by the placement of the asphalt within a short period of time without compromising the structural integrity of the base course, a prime coat will not be required.*

Question# 5- Are the contractors allowed to touch the mailboxes?

Answer # 5- *Yes. This has already been discussed with the US Postal Service, however we cannot prevent/disrupt the mail delivery to a mail box.*

Question# 6- Is the County requiring new posts for the mailboxes?

Answer # 6- *Yes.*

Question# 7- Is the retaining wall only on one side of the road?

Answer # 7- *There is one small segment where retaining wall is required on both sides of the road as shown on Sheet 6-5 of the Plans.*

Question# 8- Will it be installed onsite or do we need to have it imported?

Answer# 8- *It will need to be imported.*

Are there any other roads involved?

Answer# 9- *Yes, there are other roads involved.*

Are there any required permits?

Answer# 10- *We will look into this. If a permit is required, SFC will obtain it.*

Question# 11- Is a Geotechnical report available?

Answer# 11- *Yes, please see Appendix E in the Invitation for Bid (IFB) document.*

Question# 12- Where can I obtain copies of the plans?

Answer# 12- *All bidding documents including sample contract, plans and specifications are available on our website at www.santafecountynm.gov/asd/current_bid_solicitations*

Question# 13- Are there places to turn around?

Answer# 13- *There are a few places, particularly where there are intersecting roads.*

Question# 14- Are all roads dead ends?

Answer# 14- *Yes, on all three roads within this subdivision.*

Question# 15- Are there any cul-de-sacs? If so, how big are they?

Answer# 15- *Yes, at the end of Vista Redonda and Paseo Encantado SW that are approximately 60 feet in diameter.*

Question# 16- Is this the area where they tried chemical hardening?

Answer# 16- *No.*

Question# 17- Is the traffic in the area heavy?

Answer# 17- *Only during the morning and afternoon rushes.*

Question# 18- Is there new construction in this area?

Answer# 18- *Not that SFC is aware of.*

Question# 19- Will the tie-ins require traffic control?

Answer# 19- *Yes.*

Question# 20- Do the traffic control plans need to be stamped by a PE?

Answer# 20- *If the traffic control services are being provided by a company that specialized in traffic control, ie: Southwest Safety or Highway Supply, in this case, no the TCP does not have to be stamped. However if you as the contractor are providing the TCP, then yes, it does have to be stamped by a PE.*

Question# 21- What is the estimated project start date?

Answer# 21- *Mid August, 2015.*

Question# 22- Is the contract time of 40 days for the entire project including the added alternate?

Answer# 22- *No. Just for the base bid.*

Question# 23- Can you explain the removal of structures?

Answer# 23- *Removal of structures and obstructions to include driveway culverts within construction limits, removal of surfacing at interface points (Vista Redonda @ 592, driveways), and sawcutting as outlined on Sheet 1-4 of the Plans and Section 601 of the Specifications.*

Question# 24- What page are the specifics for the End Treatment W-Beam End Anchor Type C located?

Answer# 24- *Please refer pages 10-24 on the plans.*

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 Maricela Martinez, Senior Procurement Specialist at mcmartinez@santafecountnm.gov.

Santa Fe Engineering Consultants, LLC

SF
E
C
Civil and Traffic Engineering
Construction Management
Land Development

1599 St. Francis Drive, Suite B
Santa Fe, N.M. 87505
(505) 982-2845 Fax (505) 982-2641

SF COUNTY VISTA REDONDA ROAD IMPROVEMENTS IFB# 2015-0366-PW/MM

MANDATORY PRE-BID CONFERENCE

June 18, 2015

Santa Fe County Projects & Facilities Department, 901 W. Alameda, Suite 20-C
2:00 P.M.



Please sign in

Name	Organization	Email	Phone
Hector Perez	UNIMASBL CONSTRUCTORS INC	hector@unim.com	984-0400
Eric Cornelius	FLC Const.	flcconstruction@gmail.com	(505) 857-0447
Rob Denicue	Century Club Construction MOUNTAIN STATES CONSTRUCTORS INC	robert@centuryclubconstruction.com	505-292-0108
Scott McCloy	BlueLine Const., Inc.	smcloy@bluelinem.com	505-216-7909
MANUEL ANAYA	A.A.C	ANDREW@CNSP.NET	505 930 0481
Eric Cornelius	SFEC	Eric@SantaFeEngineering.com	505 982 2845
David Thornburg	HLH Const.	goddard@hlh.com	505 473 1360
David Thornburg	SF Engineering	dt@sfec.com	505-920-6040
David Thornburg	Sparkling Construction EMCO	msparkling@sparklingconstruction.com	505-321-1054
David Thornburg	EMCO	emco@sfec.com	490-0663
Gary Echegaray	EMCO	emco@sfec.com	490-0695

David Espinoza
Arroyo Pavement
david@arroyopavement.com
505-264-4430

**Civil and Traffic Engineering
Construction Management
Land Development**

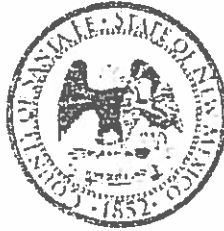
1999 St Francis Drive, Suite D
San Jose, CA 95128
(408) 982-2845 Fax (408) 982-2641

[illegible]

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

July 2, 2015

SANTA FE COUNTY
IFB#2015-0366-PW/MM
Road Improvements for Vista Redonda

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. This documentation shall become permanent and made part of the departmental files.

CORRECTION:

IFB Instruction for Bidders, page 4, item 5 should read:

***CONTRACT TIME:** The number of days for the completion of work (the contract time) is 40 working days. Where working days are defined as every day except Saturdays, Sundays, and Holidays as specified in Section 101 of the NMDOT Standard Specifications.*

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 Maricela Martinez, Senior Procurement Specialist at mcmartinez@santafecountnm.gov.

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 Vista Redonda Subdivision 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)

(seal)

NOTARY PUBLIC

My Commission expires: _____

SURETY (signature)

(Printed name and title)

(seal)

NOTARY PUBLIC

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 Vista Redonda Subdivision in Santa Fe County, New Mexico, in accordance with drawings and specifications which contract is referenced made part hereof, and is hereinafter referred to as the "Contract."

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

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

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

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

SIGNED AND SEALED THIS _____ DAY OF _____, 2015.

CONTRACTOR – PRINCIPAL (signature)

By: _____
(Printed name and title)

NOTARY PUBLIC

(seal)

My Commission expires: _____

SURETY (signature)

(Printed name and title)

NOTARY PUBLIC

(seal)

My Commission expires: _____

SURETY'S Authorized New Mexico Agent

EXHIBIT E

ASSIGNMENT OF ANTITRUST CLAIMS

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

FIRM NAME:
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 he Contract Sum will be increased/decreased/unchanged	
by this Change Order in the amount of	\$0.00
The new contract Sum including this Change Order will be	\$0.00
The Contract Time will be increased/decreased/unchanged by ___ days.	
The date of Substantial Completion as of the date of this Change Order therefore is:	_____

CHANGE ORDER SIGNATURE PAGE

REVIEWED

Santa Fe County

By: _____

Date: _____

AGREED AND RECOMMENDED

CONTRACTOR

By: _____

Date: _____

Title: _____

ARCHITECT/ENGINEER

By: _____

Date: _____

APPROVED

SANTA FE COUNTY

By: _____

Date: _____

EXHIBIT J

CERTIFICATE OF SUBSTANTIAL COMPLETION

SANTA FE COUNTY – PUBLIC WORKS

Public Works Director or designee (name): _____

CONTRACTOR: _____

Contractor Purchase Order Number: _____

ARCHITECT/ENGINEER: _____

Project Name: _____

Contract Date: _____

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

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

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

Contractor

Signature

Print Name

Date

Accepted by Santa Fe County

_____ Signature (Public Works Director or Designee)	_____ Print Name	_____ Date
--	---------------------	---------------

Inspected/Concurrence Architect/Engineer

_____ Signature	_____ Print Name	_____ Date
--------------------	---------------------	---------------

PUNCH LIST

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

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

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

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

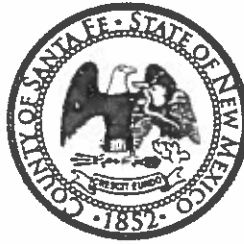
The County accepts the Work or designated portion thereof as substantially complete and assumes full possession thereof, in accordance with the contract documents.

Punch List Items: (Use additional sheets if necessary)

Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

Date: September 13, 2016

To: Board of County Commissioners

Via: Katherine Miller, County Manager

From: Tony Flores, Deputy County Manager

Subject: Request Approval of Memorandum of Agreement between Santa Fe County and the City of Santa Fe for Fiscal Year 2017 Funding for the Jointly Operated Santa Fe Film Office

Background and Summary

Prior to the establishment of the Santa Fe Film Office (Office), no centralized, dedicated servicing entity in Santa Fe County was in place to handle incoming productions or business queries, which resulted in confusion and potentially reduced service to productions and businesses wishing to locate in the Santa Fe region.

To address this lack in service, the City of Santa Fe (City) and Santa Fe County (County) created the Office which is administratively based in the County organizational structure. As part of the creation, the Board of County Commission, approved \$150,000 in funding for the Office, with the understanding that the City of Santa Fe would also provide \$150,000 in funding for the Office in Fiscal Year 2017.

On August 10, 2016, the City of Santa Fe approved and executed the attached Memorandum of Agreement which provides to the County \$150,000 for the Office for use in Fiscal Year 2017.

Recommendation

Staff is recommending approval of the Memorandum of Agreement with the City of Santa Fe.

**MEMORANDUM OF AGREEMENT
BETWEEN SANTA FE COUNTY AND
THE CITY OF SANTA FE**

ITEM # 16-0734

THIS MEMORANDUM OF AGREEMENT (hereinafter, "Agreement") is entered on this the _____ day of _____ 2016, by and between **SANTA FE COUNTY** (hereinafter referred to as the "County"), a New Mexico political subdivision, and the **CITY OF SANTA FE**, (hereinafter referred to as the "City") and collectively referred to as the "Parties".

RECITALS

WHEREAS, the film and media industries contribute tens of millions of dollars a year annually to the local and regional economy; and

WHEREAS, the Local governments benefit significantly through job creation, direct collection of gross receipts taxes, leases, permitting and other fees, as well as through global exposure of the region for tourism, business recruitment and other activities; and

WHEREAS, New Mexico as a state, and the north-central region specifically, has established itself as a premiere production location for film and television production; and

WHEREAS, resources exist in the region to significantly expand both traditional film/television production, and digital media technologies for both entertainment and non-entertainment applications, posing an attractive opportunity for business retention, recruitment and expansion; and

WHEREAS, no centralized, dedicated servicing entity currently exists at the County/City level to handle incoming productions or business queries, resulting in confusion and the potential delivery of reduced and/or sub-par services to productions and businesses wishing to locate in the region. This represents a significant impediment to growth in these areas and also a vulnerability to the local program in an increasingly competitive global production environment; and

WHEREAS, in order to: maximize revenue, job growth and other benefits to the local economy and government; develop and implement a strategic plan for growth in these and related areas; and represent the interests of the local government before state, national and international legislative bodies and professional forums, it is desirable to create a centralized film office administratively housed at the County and servicing the general Santa Fe region as a whole. This is a firmly established tenet of "best practices" in virtually every region of significant production activity throughout the world; and

WHEREAS, the County and the City desire to jointly operate a Santa Fe Film Office.

NOW, THEREFORE, the Parties mutually agree as follows:

1. DUTIES OF THE PARTIES

A. The County shall:

1. Provide direct management and oversight of the Film Office .
2. Appoint a designated staff liaison to work collaboratively with City staff through the Film Office.
3. Provide up to one hundred fifty thousand dollars (\$150,000.00) in total funding for expenses related to the Film Office in Fiscal Year 17.

B. The City shall:

1. Appoint a designated staff liaison to work collaboratively with the Film Office and County staff.
2. Provide up to one hundred fifty thousand dollars (\$150,000.00) in total funding for expenses related to the Regional Film Office in Fiscal Year 17.

C. The Parties shall actively pursue additional non-profit funding to be utilized by the Film Office in furthering the efforts of the Film Office. Any non-profit funding secured, shall be deposited and budgeted within the Santa Fe County financial management system for use by the Film Office.

3. TERM AND TERMINATION

This Agreement shall, upon due execution by all Parties, become effective as of the date first written above and shall terminate on June 30, 2017, unless earlier terminated as indicated below or extended by the mutual written agreement of both Parties. The Parties may amend this MOA and extend the term for one additional year.

This Agreement may be terminated by either Party upon delivery of a written notice delivered to the other Party at least thirty (30) days prior to the intended date of termination. By such termination, neither Party may nullify or avoid any obligations incurred prior to termination.

4. ASSIGNMENT

The County or City shall not assign or transfer any interest or rights in this MOA without the advance written approval of the other Party. Any attempted assignment or transfer without the other Party's advance written approval shall be null and void and without any legal effect.

5. LIABILITY

Each Party shall be solely responsible for fiscal or other sanctions, if any, occasioned as a result of its own violation of requirements applicable to the performance of this MOA. Neither Party shall be liable for the other Party's acts or omissions under this MOA. Any liability incurred by the County or the City in connection with this MOA is subject to the immunities and limitations of the New Mexico Tort Claims Act NMSA 1978, Section 41-4-1, et seq. and as amended. The County, City and their "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity; do not waive any defense; and do not waive any limitation of liability pursuant to law. No provision in this MOA modifies or waives any provision of the New Mexico Tort Claims Act.

6. AMENDMENT

This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the Parties hereto.

7. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico and the governing bodies of the City and the County for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate immediately upon written notice being given by the terminating Party to the other Party. Any Party's decision as to whether sufficient appropriations are available shall be accepted by the other Party and shall be final.

8. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of New Mexico and the ordinances of the City of Santa Fe. The Parties agree that any action or suit arising from this Agreement shall be commenced in the First Judicial District, Santa Fe County, and State of New Mexico.

9. ACCOUNTABILITY

During the term of this Agreement and for a period of three (3) years thereafter, each Party will maintain accurate and complete records of all disbursements made and monies received by each under this Agreement; and, upon receipt of reasonable written request, each shall make such records available to the other Party and to the public, including any federal, state or local authority during regular business hours.

10. NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement, express or implied, is intended to confer any rights, remedies, claims or interests upon a person not a Party to this Agreement.

11. SUCCESSORS AND ASSIGNS:

This Agreement will inure to the benefit of the Parties' successors or assigns.

12. ENTIRE AGREEMENT

This Agreement represents the entire understanding between the City and County and supersedes any prior agreements or understandings with respect to the subject of this Agreement. No changes, amendments or alterations to this Agreement will be effective until in writing and signed by the Parties.

13. NOTICES

Any notice required by this Agreement shall be given in writing to the Parties designated below. Notice shall be effective when delivered personally to any party, or three business days after deposited, postage fully prepaid, registered or certified, in an official receptacle of the U.S. Postal Service.

COUNTY: Katherine Miller, County Manager
Santa Fe County
P. O. Box 276
Santa Fe, New Mexico 875010-0276

CITY: Brian Snyder, City Manager
City of Santa Fe
P. O. Box 909
Santa Fe, New Mexico 87504-0909

THIS SPACE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF the Parties have duly executed this Agreement as of the date written below.

SANTA FE COUNTY:

Miguel Chavez, Chairman
Board of County Commission

Date

Approved as to Form:

Gregory S. Shaffer, County Attorney

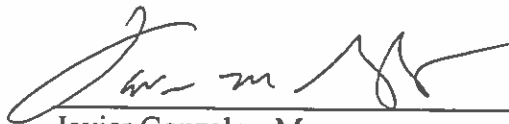
Date

Finance Department

Carole Jaramillo, Finance Director

Date

CITY OF SANTA FE:

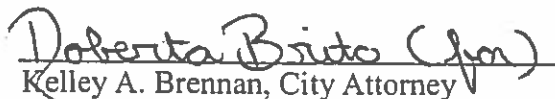


Javier Gonzales, Mayor

Date

8-16-16

Approved as to Form:



Kelley A. Brennan, City Attorney

7-7-16

Date

Finance Department:




Oscar S. Rodriguez, Finance Director

8-12-2016

Date

Attest:

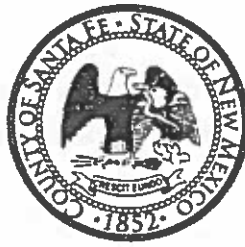


Yolanda Y. Vigil, City Clerk
CC mtg. 8/10/16

Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

Memorandum

Date: September 13, 2016

To: Board of County Commissioners

From: Tony Flores, Deputy County Manager

Via: Katherine Miller, County Manager

Subject: Request Approval of an Amended Board of County Commission, Committee/Board Membership Matrix through December 31, 2016.

Background and Summary

On January 12th, 2016, the Board of County Commission (Board) approved the 2016 Committee/Board Membership Matrix (Exhibit A), which outlined the appointments of primary and alternative members of the Buckman Direct Diversion Board (BDD), the Santa Fe Metropolitan Planning Organization (MPO), the North Central New Mexico Economic Development District (NCNMEDD), the North Central Regional Transit District (NCRTD), the Regional Coalition of LANL Communities, the Solid Waste Management Agency (SFSWMA), the Estancia Valley Economic Development Agency (EVEDA), and the New Mexico Association of Counties Multi-Line and Workers Compensation Pool Boards.

During the discussion of the January 12, 2016, Board meeting (Exhibit B), a request was made to have the Board consider a change in the BDD assignments.

Recommendation

Based upon the minutes of the January 12, 2016, Board meeting, staff is recommending that Commissioner Roybal be appointed as one of the Primary Board members for BDD and the Alternate Board member be Commissioner Stefanics and that the appoints will run through the approval of the 2017 Committee/Board Memberships in January of 2017.

2016
Board of County Commission
Committee/Board Membership

	Roybal	Chavez	Anaya	Holian	Stefanics	Katherine
BDD (2 + Alt)	Alt.	X			X	
MPO (3 + Alt)	X	Alt.	X		X	
NCNMEDD (1 + 1 Alt)				X	Alt.	
NCRTD (1 + Alt)	Alt.	X				
Regional Coalition LANL Communities (1 + Alt)	X		Alt.			
SFSWMA (3 + Alt)	X	X		X	Alt.	
Housing Authority (5)	X	X	X	X	X	
Board Of Finance (5)	X	X	X	X	X	
Investment Committee (Chair, Vice-Chair + Alt)	X	X	Alt.			
NMAC Multi Line (1)		Alt.				X
NMAC HR Compensation (1)		X				Alt.
EVEDA (1)			X (D. Griscom Alt.)			

Adopted 1/12/2016

[Handwritten signature]



look, would they look under the sunshine portal for this? Or where would they look?

MS. JARAMILLO: Commissioner Stefanics, Mr. Chair, I believe that we put it under – you go to the sunshine portal home page and then look for finance and the budget and the financial reports are there.

COMMISSIONER STEFANICS: Thank you very much. I would move for approval.

COMMISSIONER ROYBAL: Second.

CHAIRMAN CHAVEZ: There's a motion and a second. I also want to thank the external team, the auditors, and our internal staff for making sure that the County's financial house is in order and without that I don't think we would have much of a leg to stand on for the recognition that we've gotten from others for the work that we're doing I think reinforces the work that's being done, so I want to thank staff, Ms. Jaramillo.

MS. JARAMILLO: Thank you. Mr. Chair, if I may, I do want to particularly call out Lynette Kinnard, our accounting and financial reporting manager. She did a spectacular job, worked unreasonable hours to try and make sure this thing happened and happened on time so I really want to thank her and I want you all to be aware of the efforts that she put in to make this audit and the CAFR go forward.

CHAIRMAN CHAVEZ: Can we ask her to please stand so that we can give her a round of applause as well? So we have a motion and a second.

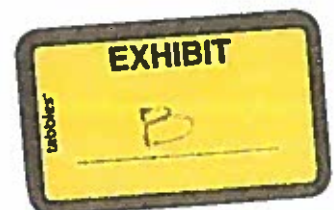
The motion passed by unanimous {5-0} voice vote.

- III. B. 3. Appointment of County Commissioners to Boards or Committees of the Following Entities: Buckman Direct Diversion, Santa Fe Metropolitan Planning Organization, North Central New Mexico Economic Development District, North Central Regional Transit District, Regional Coalition for LANL Communities, Santa Fe Solid Waste Management Agency, New Mexico Association of Counties Multiline Pool and Workers Compensation Pool, and the Estancia Valley Economic Development Association [Exhibit 3: Reference Material/Matrix]

CHAIRMAN CHAVEZ: So we're going to jump back now to III. B. 3.

TONY FLORES (Deputy County Manager): Thank you, Mr. Chair. It's that annual time of the year that to Board selects and appoints members of the Commission to serve on various committees in addition to the New Mexico Association of Counties Multiline and Workers Compensation Pool.

What I've provided to you on the dais is a reference material which is last year's, 2015's board appointments and committee calendar that actually identified which Commissioners sat on what committees, and this reflects the actions of the Board last January and also in October of 2015 that changed the primary member of the Multiline



Pool to Ms. Miller, and I'm recommending at this time that that remain and that we look at the other options of the Board. So this is for reference for what was the past committee matrix. And with that, Mr. Chair, I'll stand for direction.

COMMISSIONER ANAYA: Mr. Chair.

CHAIRMAN CHAVEZ: Commissioner Anaya.

COMMISSIONER ANAYA: So what's the – I guess I would just start off by saying I think at the end of last year we talked about Commissioner Chavez taking on the Workman's Comp. Commissioner, were you still going to take that on?

CHAIRMAN CHAVEZ: Yes.

COMMISSIONER ANAYA: I guess on some of the others I guess I wanted to see where the other Commissioners fell before I made any other comments, but I'd like to stay on MPO and I'm happy with David Griscom staying on as our EVEDA rep.

CHAIRMAN CHAVEZ: And for my part, I'm comfortable with the committee assignments I currently am assigned to and would be willing to continue that in the next year in addition to the Chair responsibilities. And what I would say is that looking at this list, we are all elected to represent a particular district within the county but our duties and responsibilities do not stay within that particular district. Our duties and responsibilities really are countywide and we should be responsible to the entire community, not only those that are in our particular district. So I just wanted to state that and this really highlights that. Our duties and responsibilities to summarize go beyond our duties and responsibilities for our particular districts. And it's not always easy, the issues are challenging but we try to do the best we can.

So those are my comments. Comments from others? Commissioner Holian, what are your thoughts?

COMMISSIONER HOLIAN: Mr. Chair, thank you. I am fine with the assignments that I have on this table.

COMMISSIONER STEFANICS: Mr. Chair.

CHAIRMAN CHAVEZ: Commissioner Stefanics.

COMMISSIONER STEFANICS: I do chair the BDD through March and I'm fine with all of my assignments and after the spring I would be happy to pass BDD off to an alternate.

CHAIRMAN CHAVEZ: So we'll have to take note of that and maybe make some adjustments in the next six months, possibly, three months, somewhere in that timeframe.

COMMISSIONER STEFANICS: We could bring it back up in May.

CHAIRMAN CHAVEZ: Okay. That works. Commissioner Roybal.

COMMISSIONER ROYBAL: I'm also fine with the assignments I currently have and would like to express interest in sitting on the BDD Board when Commissioner Stefanics decides that she'd like to step down from that. And also I'd just like to thank everybody for all their support this year. So thank you.

COMMISSIONER HOLIAN: Mr. Chair.

CHAIRMAN CHAVEZ: Commissioner Holian.

SFC CLERK RECORDED 02/10/2016

COMMISSIONER HOLIAN: Do we need to make a motion?

CHAIRMAN CHAVEZ: I believe so.

MR. FLORES: Mr. Chair, for point of clarification, so that I'm clear, we're keeping the same committee assignments, or the proposal is to keep the same committee assignments as 2015 with the exception of the Association of Counties Multiline Pool – Ms. Miller will be the primary; you'll be the alternate?

CHAIRMAN CHAVEZ: Yes.

MR. FLORES: And for the Workers Compensation, you'll be the primary and Ms. Miller will be the alternate.

CHAIRMAN CHAVEZ: That's correct.

MR. FLORES: Otherwise, the committee assignments that were reflected in 2015's calendar year are the same for this year?

CHAIRMAN CHAVEZ: Yes.

COMMISSIONER STEFANICS: Mr. Chair. I have a question.

CHAIRMAN CHAVEZ: Yes.

COMMISSIONER STEFANICS: On the – and I can't answer this; I don't know. On the Association of Counties board for both Workers Comp and the Multiline, do the alternates hold a vote?

MR. FLORES: Mr. Chair, Commissioner Stefanics, I referenced the minutes from last year. You had indicated that they did not in conversations with Mr. Kopelman. So the alternates did not hold a vote is what's reflected in our discussion at last year's.

COMMISSIONER STEFANICS: Okay. So I just want to make that clear so that the appointees know. Thank you.

MS. MILLER: Mr. Chair, Commissioners, they do only at the general meeting. So when they have a full meeting an alternate can hold a vote up but at the individual board meetings they can't. So at the general meeting in January they'll allow an alternate –

COMMISSIONER STEFANICS: To vote?

MS. MILLER: Yes. An individual, just at that general membership meeting though, of the pools.

COMMISSIONER STEFANICS: But, Mr. Chair, not at the board meetings.

MS. MILLER: Yes. Correct.

COMMISSIONER STEFANICS: Okay. I just wanted to clarify that. Thanks very much.

COMMISSIONER ANAYA: Mr. Chair, I'll move, with amendments previously stated.

COMMISSIONER HOLIAN: Second.

CHAIRMAN CHAVEZ: So we have a motion and we have a second Any further discussion? Seeing none.

The motion passed by unanimous [5-0] voice vote.

COMMISSIONER STEFANICS: Excuse me, Mr. Chair. Did we discuss the Investment Committee? Because that is the Chair and the Vice Chair.

CHAIRMAN CHAVEZ: It's on the list, the Investment Committee. It has myself as the committee member and Commissioner Roybal as the alternate.

COMMISSIONER STEFANICS: Right. But I think we have both. We changed the rules a couple years ago. There are two members, aren't there?

CHAIRMAN CHAVEZ: Actually, you're right, because as I'm reading this further there are two alternates, Roybal and Holian with myself being the –

COMMISSIONER ANAYA: Mr. Chair.

CHAIRMAN CHAVEZ: Commissioner Anaya.

COMMISSIONER ANAYA: Mr. Chair, if Commissioner Holian is okay, since I'm the past chair, in the interests of continuity, I'd like to stay on that Investment Committee if that's okay.

COMMISSIONER HOLIAN: I'm fine with that, Mr. Chair.

COMMISSIONER STEFANICS: So it would be though Commissioner Roybal and Commissioner Chavez and you as the alternate?

COMMISSIONER ANAYA: Yes, I think so.

COMMISSIONER STEFANICS: Okay. Thank you.

CHAIRMAN CHAVEZ: So then if we look at this matrix here we would take Commissioner Holian off of the Investment Committee and put you on the Investment Committee as alternate. Right, Commissioner Anaya?

COMMISSIONER ANAYA: Yes, that sounds good. And then also note on the record that the Multiline alternate is yourself and Ms. Miller is the Workman's Comp. You said that on the record; I just want to note it because I just saw it.

CHAIRMAN CHAVEZ: Right. Good catch. So we have that. So we're good on that? We don't have to go back to the –

COMMISSIONER ANAYA: I don't think so, Mr. Chair because Tony said it on the record correct. I just want to reflect that it should have been – just the reference should have been for Commissioner Chavez as the alternate for Multiline noted.

CHAIRMAN CHAVEZ: Right. Okay. Good catch. So that was a little bit of clarification. You're good with that, Commissioner Stefanics?

COMMISSIONER STEFANICS: Yes, and when it's finished could be get a clean copy?

MR. FLORES: Yes.

COMMISSIONER STEFANICS: Thanks.

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III. B. 4. Appointment of Members to the Santa Fe County Lodger's Tax Advisory Board

MR. FLORES: Thank you, Mr. Chair. The Ordinance 1999-10 set forth changes to the 1991-15 ordinance which established a Lodger's Occupancy Tax and its related board, specifically an advisory board is what we're talking about today. Within that ordinance the advisory membership or board parameters were outlined that board members could serve for two years with two additional terms, that their terms would expire at the end of an odd year and their terms would begin at the beginning of a new year. This past summer the County Manager's Office started looking at making sure that our boards and committees were following the same approach, same path and being consistent in their membership, their advertisement, meeting times, locations, etc. And this is one of the boards that we looked at.

Based upon the fact that we've had a tremendous amount of effort put forward by our volunteers and I do want to thank all our past LTAB members on the record for their time and effort that they provided Santa Fe County and its residents, it's time now to look at electing a new tax advisory board for a two-year term starting January through December of 2017. With that, Mr. Chair, we solicited the five positions that are required under the ordinance, which are tourist-related activities, lodging industry, and a member at large and we did a call for applicants and interested parties.

Based upon those responses we provided for you five individuals in the packet and we are recommending that the Board consider Katherine Fox Ehlert for the position for tourist-related activities, Ms. Laura Hudman representing tourist-related activities, Ms. Meredith MacFarlane for the lodging industry, Mr. Thomas Romero for the representative of at-large member, and Mr. Richard Verunni, also representing the lodgers' industry as the five Lodger's Tax Advisory Board members for the two-year term effective January of 2016. With that, Mr. Chair, I'll stand for questions.

CHAIRMAN CHAVEZ: Questions from the Commission?

COMMISSIONER STEFANICS: Mr. Chair, I'd move for approval.

COMMISSIONER HOLIAN: Second.

CHAIRMAN CHAVEZ: There's a motion and a second. I have a question, Tony, and I don't know if this can be answered now or not, but when we talk about the lodging industry and Lodger's Tax that's generated from that activity, we don't have a lot of hotels in the county that jump out at us but we do have bed and breakfast. I would imagine that we probably have short-term rentals in parts of the county. Is that being captured by the County and the Lodger's Tax Board?

MR. FLORES: Mr. Chair, the short answer is no. However, I will point out that as part of the sitting of a new board if this Commission recommends and approves the five that we've recommended, one of the first tasks of the Lodger's Tax Board will actually take a look at the ordinance and review it to ensure that we're consistent with what we're applying the tax to and not to and I do believe there will be some discussions with the full Commission after the board has had a few months to get involved in the ordinance. So that would be a potential that I would see that would be on the horizon.

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CHAIRMAN CHAVEZ: And honestly, I don't know. Does the County regulate short-term rentals in any way, shape or form?

MS. MILLER: Mr. Chair, no, but in addition to what is in our code but relative to bed and breakfasts and short-term rentals and Lodger's Tax there is a minimum number of beds or rooms before the tax would apply so a very small entity or a one-time rental under our current ordinance would not be subject to that. I don't even know; it could possibly be statutory. So it might have to be some other type of fee or tax if you wanted to capture short-term rentals or small bed and breakfasts.

CHAIRMAN CHAVEZ: Yes. And I guess aside from that – I appreciate that and I guess aside from that the only other maybe revenue benefit to the County would be the GRT that would be generated from even the smaller establishments. Anyway, those are just sort of my thoughts and questions. There's a motion and a second.

The motion passed by unanimous [5-0] voice vote.

III. B 5. Appointment of Members to the Santa Fe County Valuation Protest Board

MR. FLORES: Thank you, Mr. Chair. Just briefly, we've taken a couple of recommendations to the Commission over the past year on members that are alternate board members requiring experience or not requiring experience. We brought forth Suzanne Taylor a few months ago for a position that she did not require experience for but then we experienced a vacancy in a member not require experience. It's kind of convoluted but she was serving in one capacity and she's agreed to submit an application to serve in the other capacity, which is actually an alternate board member requiring experience.

And then we did a call for candidates or interested applicants for an alternate board member not requiring experience to ensure that the Assessor's Office has a full complement of members for the Valuation Protest Board.

Today we're recommending that Ms. Suzanne Taylor is appointed to the alternate board member requiring experience for the term of January 12, 2016 through January 12, 2018, and after an exhaustive interview process we are recommending Mr. Patrick Murphy as the alternate board member not requiring experience for the same term. And I stand for any questions, Mr. Chair.

CHAIRMAN CHAVEZ: Questions of staff?

COMMISSIONER HOLIAN: Mr. Chair.

CHAIRMAN CHAVEZ: Commissioner Holian.

COMMISSIONER HOLIAN: I move for approval of Ms. Suzanne Taylor as the alternate board member requiring experience and Mr. Patrick Murphy as the alternate board member not requiring experience.

COMMISSIONER STEFANICS: Second.

CHAIRMAN CHAVEZ: We have a motion and a second. Any further discussion? Seeing none.

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The motion passed by unanimous [5-0] voice vote.

III. B. 6. Appointment of Members to the Santa Fe County Planning Commission

CHAIRMAN CHAVEZ: Just for clarification, Santa Fe County Planning Commission and the CDRC, Vicki, are really one and the same, right?

VICKI LUCERO (Growth Management): Mr. Chair, that is correct. The SLDC actually states that the initial members of the Planning Commission will be the current members of the CDRC.

CHAIRMAN CHAVEZ: Okay, so for clarification for myself and for the public, just so that we're all on the same page, so will we still be using CDRC to identify the committee or will it be the Santa Fe County Planning Commission?

MS. LUCERO: It will now be the Santa Fe County Planning Commission.

CHAIRMAN CHAVEZ: Okay good. Thank you. The terms of three of the current CDRC members will be expiring now in January. One of those members represents Commission District 2 and the other two are at-large positions. In November we sent out a press release seeking interested members of the general public to serve on the Planning Commission. We received responses from four individuals which include the three current members who have requested reappointment. Of the four individuals only one resides in Commission District 2 and that is the current CDRC member Bette Booth. Ms. Booth is interested in serving another term.

The other three applicants who have requested to serve on the Planning Commission at at-large members, who is a current CDRC member, Louie Gonzales, who is also a current CDRC member, and Joe Ortiz who is a new applicant.

COMMISSIONER ANAYA: Mr. Chair.

CHAIRMAN CHAVEZ: Commissioner Anaya.

COMMISSIONER ANAYA: Mr. Chair, could you tell me – I know we had a discussion the last time. In fact it was a long-standing CDRC member that did not get reappointed and I think people get accustomed to sitting on committees and they like to sit on them for a long, long time but one particular member was one of my constituents that was on the CDRC and he graciously stepped down. I think there might have been a little bit of frustration there, but we had a discussion about length of term and how long somebody's on a board and maybe when it's time. I know we built in checks and balances in the new Planning Commission where you can serve no more than three consecutive terms. Could you tell me how long Susan Martin and Louie Gonzales have been on the Planning Commission? I know Louie is relatively new because he actually replaced one of my constituents that served at large for quite a while on the board. How long has Susan Martin been on the board?

MS. LUCERO: Mr. Chair, Commissioner Anaya, Susan Martin has served three two-year terms to this point.

COMMISSIONER ANAYA: Okay. So the rules going forward are if we have a member that can serve no more than three going forward. Correct?

MS. LUCERO: Mr. Chair, Commissioner Anaya, that is correct. In the SLDC that is the language.

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COMMISSIONER ANAYA: Okay. Well, as the Commission thinks of reappointments I would request that we keep that in mind to maybe provide some diversity and new members as we move forward into the process. Thank you, Mr. Chair.

COMMISSIONER STEFANICS: Mr. Chair.

CHAIRMAN CHAVEZ: Commissioner Stefanics.

COMMISSIONER STEFANICS: In looking at these applications, it comes to mind the question, everybody who serves on the CDRC or the Santa Fe Planning Commission has to fill out a conflict of interest statement. Is that correct?

MS. LUCERO: Mr. Chair, Commissioner Stefanics, that is correct.

COMMISSIONER STEFANICS: So a developer can sit on the CDRC/Santa Fe Planning Commission?

MS. LUCERO: Mr. Chair, Commissioner Stefanics, I don't believe that there would be an issue with that, assuming that if they had a project coming forward they may have to recuse themselves or make that determination at the time.

COMMISSIONER STEFANICS: Is it common that we have developers sitting on the CDRC/Santa Fe Planning Commission?

MS. LUCERO: Mr. Chair, Commissioner Stefanics, I think over the years there have been a few developers that have been part of the CDRC.

COMMISSIONER STEFANICS: Okay, so I think that probably in the future we would want to examine that role. I understand about recusing on a particular case but we might just want to look at that for the future and whether or not we want to change that. Thank you very much, Mr. Chair.

COMMISSIONER HOLIAN: Mr. Chair.

CHAIRMAN CHAVEZ: Commissioner Holian.

COMMISSIONER HOLIAN: I would like to make a motion to appoint Bette Booth, Susan Martin and Louie Gonzales to the Planning Commission.

COMMISSIONER ROYBAL: I'll second.

COMMISSIONER STEFANICS: Second.

CHAIRMAN CHAVEZ: There's two seconds. There's a motion and a second. Any further discussion? Seeing none.

The motion passed by majority [4-1] voice vote with Commissioner Anaya casting the nay vote.

COMMISSIONER ANAYA: Mr. Chair, just respectfully – no disrespect to those appointees, but respectfully, the reason I made my comments, and I'm going to vote no, was because I think we should have change and diversity as we progress, similar as we've done in the past and I think there was Mr. Ortiz who expressed an interest in serving on the board and maybe there's some other board we can look at, but I think we should also think about diversity and change and opportunity for others to sit on these boards, especially these boards that impact the County greatly. So, respectfully that's a no, Mr. Chair.

CHAIRMAN CHAVEZ: Okay. Thank you.

COMMISSIONER STEFANICS: Mr. Chair.

CHAIRMAN CHAVEZ: Yes, Commissioner Stefanics.

