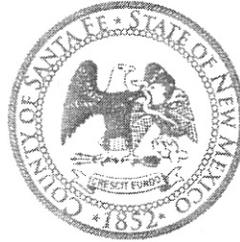


Henry P. Roybal
Commissioner, District 1

Anna Hansen
Commissioner, District 2

Rudy N. Garcia
Commissioner, District 3



Anna T. Hamilton
Commissioner, District 4

Ed Moreno
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: *March 13, 2019*

TO: *Board of County Commissioners*

FROM: *Bill Taylor, Procurement Manager, CPO* *bt*

VIA: *Katherine Miller, County Manager*
Erika Thomas, Interim Finance Director
Michael Kelley, Public Works Department Director

ITEM AND ISSUE: BCC Meeting March 26, 2019

Approval of Change Order No. 1 to Construction Contract No. 2018-0336-PW/MM for Construction Services for County Road 67F, La Barbaria Drainage and Road Improvements, Increasing the Contract Sum by \$245,463.75, exclusive of NMGRT; Authorizing the County Manager Sign the Purchase Order. (Bill Taylor, Purchasing Division)

ISSUE:

On August 14, 2018 the County entered into Construction Agreement No. 2018-0336-PW/MM with Vital Consulting Group for the road improvements to La Barbaria Road in the amount of \$1,049,632.00, exclusive of NMGRT. The amount of the Contract was based on the lowest base bid only and did not include the cost of the Bid Alternate, as Santa Fe County Public Works did not have sufficient budget to award both the Base Bid and Bid Alternate No. 1.

The Department has now identified additional capital budget to fund Bid Alternate No. 1 and increase the Contract by \$245,463.75. This Change Order extends the road improvements and additional 600 feet and increases the project schedule an additional 90 days.

The amount of the Change Order increases the original contract sum by more than 10% and requires approval by the BCC.

BACKGROUND:

La Barbaria is Santa Fe County Rd 67F located in steep terrain in the foothills of the Sangra De Cristo Mountains. The La Barbaria Road project limit is located within the upstream reach of the Arroyo Hondo. The Arroyo Hondo is an ephemeral stream that causes significant damage to the

road during flooding events. The size of the watershed at the project site is 7.53 square miles. Currently the existing structures along La Barbaria are in poor conditions and are not properly sized even for modest flood events. Currently there are no drainage accommodations to manage offsite runoff from tributaries crossing the road. This road and drainage project will improve the drainage and surface along La Barbaria. The construction consists of, but is not limited to grading and drainage improvements; paving, striping, and traffic control. The construction on the base bid consists of improving and addressing drainage issues on ±0.70 miles of CR 67F (La Barbaria Road).

Change Order No. 1 includes the scope of work and specifications that were included in the original IFB as Bid Alternate No. 1. Bid Alternate No. 1 extends the length of the road improvements an additional 600 feet of road and adds an additional 90 days of project schedule.

ACTION REQUESTED:

Approval of the Change Order No. 1 to construction contract No. 2018-0336-PW/MM between Santa Fe County and Vital Consulting Group, LLC in the amount of \$245,463.75, exclusive of NMGRT extending the project an additional 600 feet of road improvements for drainage and road improvements to County Road 67F, La Barbaria and increasing the project schedule an additional 90 days, authorizing the County Manager to sign and execute the Change Order and purchase order.

EXHIBIT I
CHANGE ORDER

PROJECT: La Barbaria Road Paving and Drainage Improvements

CONTRACTOR: Vital Consulting Group, LLC
CHANGE ORDER NO: 1

ARCHITECT/ENGINEER: Louis Berger, Rich Rotto

PROJECT NO: 2018-0336-PW/MM

Contractor Telephone: 505-369-0623

Contractor e-mail:

ENGINEER'S/ARCHITECT'S PROJECT NO:

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

La Barbaria Road project was originally bid as Base Bid and Bid Alternate #1. At the time this contract was awarded the County did not have sufficient funds to fund both the Base Bid and the Bid Alternate #1. The County has since received additional funding for this project and Public Works recommends that the Contractor be directed to complete the Base Bid and Base Bid Alternate #1 at the same time. The work for both phases is part of the original design that was bid for this project.

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

Contractor will finish the last phase of the La Barbaria Road drainage and road improvements project and complete the Base Bid and Bid Alternate #1.

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:	\$1,022,432.00
Net change by previously authorized Change Orders:	\$0.00
The Contract Sum prior to this Change Order:	\$1,022,432.00
Contract Sum will be increased/decreased/unchanged by this Change Order in the amount of:	\$245,463.75
The new contract Sum including this Change Order:	\$1,267,895.75
The Contract Time will be increased/decreased/unchanged by <u>90</u> days.	
The date of Substantial Completion as of the date of this Change Order therefore is:	

September 28, 2019

CHANGE ORDER SIGNATURE PAGE

SANTA FE COUNTY:

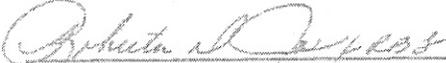
Anna T. Hamilton, Chair
Santa Fe County Board of County Commissioners

ATTESTATION

Geraldine Salazar
Santa Fe County Clerk

Date

Approved as to form:



R. Bruce Frederick
Santa Fe County Attorney

3-5-19

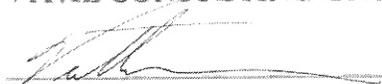
Date

Finance Department:

Erika D. Thomas
Interim Finance Director

Date

VITAL CONSULTING GROUP, LLC.



Signature

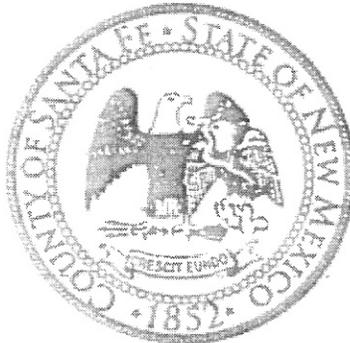
March 8, 2019

Date

Vincent R. Martinez, Managing Member
Print Name and Title

LINE	ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	201000	CLEARING AND GRUBBING	L.S.	1.00	\$ 3,400.00	\$ 3,400.00
2	203000	UNCLASSIFIED EXCAVATION	CU YD	500.00	\$ 27.00	\$ 13,500.00
3	203100	BORROW	CU YD	500.00	\$ 34.00	\$ 17,000.00
4	203301	ROCK EXCAVATION	CU YD	50.00	\$ 200.00	\$ 10,000.00
5	207000	SUBGRADE PREPARATION	SQ YD	1,280.00	\$ 4.00	\$ 5,120.00
6	303160	BASE COURSE 6"	SQ YD	1,280.00	\$ 17.50	\$ 22,400.00
7	416000	MINOR PAVING 3"	SQ YD	1,280.00	\$ 31.75	\$ 40,640.00
8	570018	18" CULVERT PIPE	LIN. FT	10.00	\$ 135.00	\$ 1,350.00
9	570019	18" CULVERT PIPE END SECTION	EACH	2.00	\$ 600.00	\$ 1,200.00
10	570154	24"S x 18"R (NOMINAL) CULVERT PIPE ARCH	LIN. FT	30.00	\$ 90.00	\$ 2,700.00
11	570155	24"S x 18"R (NOMINAL) CULVERT PIPE ARCH END SECTION	EACH	2.00	\$ 450.00	\$ 900.00
12	601000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	L.S.	1.00	\$ 4,000.00	\$ 4,000.00
13	602000	RIPRAP CLASS A	CU YD	10.00	\$ 265.00	\$ 2,650.00
14	602010	RIPRAP CLASS B	CU YD	90.00	\$ 150.00	\$ 13,500.00
15	603260	CULVERT PROTECTION	SQ YD	20.00	\$ 12.25	\$ 245.00
16	603262	COMPOSTED MULCH SOCKS	LIN. FT	510.00	\$ 3.00	\$ 1,530.00
17	603281	SWPPP PLAN PREPARATION AND MAINTENANCE	L.S.	1.00	\$ 4,000.00	\$ 4,000.00
18	606001	SINGLE FACE W-BEAM GUARDRAIL	LIN. FT	140.00	\$ 60.00	\$ 8,400.00
19	606053	END TREATMENT W-BEAM END ANCHOR	EACH	2.00	\$ 1,600.00	\$ 3,200.00
20	609200	HEADER CURB	LIN. FT	1,220.00	\$ 14.50	\$ 17,690.00
21	618000	TRAFFIC CONTROL MANAGEMENT	L.S.	1.00	\$ 16,000.00	\$ 16,000.00
22	621000	MOBILIZATION	L.S.	1.00	\$ 24,000.00	\$ 24,000.00
23	632020	CLASS C SEEDING	ACRE	0.25	\$ 18,000.00	\$ 4,500.00
24	663049	PRE CONSTRUCTION UTILITY SURVEY	L.S.	1.00	\$ 1,000.00	\$ 1,000.00
25	701000	PANEL SIGNS	SQ FT	53.00	\$ 45.50	\$ 2,411.50
26	701100	STEEL POST AND BASE POST FOR ALUMINUM PANEL SIGNS	LIN. FT	127.00	\$ 16.75	\$ 2,127.25
27	702810	TRAFFIC CONTROL DEVICES FOR CONSTRUCTION	L.S.	1.00	\$ 6,500.00	\$ 6,500.00
28	801000	CONSTRUCTION STAKING BY THE CONTRACTOR	L.S.	1.00	\$ 15,500.00	\$ 15,500.00
CHANGE ORDER #1 - SUBTOTAL						\$ 245,463.75

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



**SANTA FE COUNTY
PURCHASING DIVISION
2014 EDITION**

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

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

Hereafter "County":

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

Hereafter "Contractor":

Vital Consulting Group, LLC
Vincent R. Martinez
PO Box 94778
Albuquerque, New Mexico 87199
TELEPHONE: 505-369-0623
E-MAIL ADDRESS: vincent.martinez@vitalgrp.net

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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. 2018-0336-PW/MM for construction services for drainage and road improvements for La Barbaria Road, in Santa Fe County, Santa Fe, New Mexico (the Project);

WHEREAS, the Contractor submitted its bid, dated July 18, 2018 in response to IFB No. 2018-0336-PW/MM;

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

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

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

ARTICLE 1 THE CONTRACT DOCUMENTS

1.1 DOCUMENTS

The Contract Documents consist of the following:

Agreement between County and Contractor	
General Conditions of the Construction Contract	
Conditions of the Work of the Construction Contract	
Bid Sheet	Attachment A
Addenda and Modifications issued	Attachment B
before and after execution of this Contract	
New Mexico State Department of Transportation Standard Specifications	
For Highway and Bridge Construction, 2014 edition.	

1.2 CERTIFICATES AND DOCUMENTATION

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

Project Manual	Exhibit A
Technical Specifications as listed in Plan Set	Exhibit B
Labor and Material Payment Bond	Exhibit C

Performance Bond
Assignment of Antitrust Claims
Certificate of Insurance
Notice of Award
Notice to Proceed
Change Order
Certificate of Substantial Completion

Exhibit D
Exhibit E
Exhibit F
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.

Construction services. Construction services shall include grading, drainage improvements; paving, striping, and traffic control. The construction on the base bid consists of improving and addressing drainage issues on ±0.70 miles of CR 67F (La Barbaria Road).

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

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

3.1 EFFECTIVE DATE

The Effective Date of this Agreement is the date of last signature by the parties hereto.

3.2 TIME OF COMMENCEMENT

The work to be performed under this Agreement shall be commenced no later than ten (10) consecutive calendar days after the date the County issues the Notice to Proceed to the Contractor (see Exhibit H).

3.3 SUBSTANTIAL COMPLETION; MANDATORY COMPLETION DATE

The Contractor shall complete the project and achieve Substantial Completion as specified in in the Notice to Proceed, except as may be extended by written Change Order. A Certificate of Substantial Completion, attached hereto as Exhibit J, will be issued by the County to the Contractor when it is certified that the Contractor has achieved Substantial Completion.

This project shall be completed by the Contractor no later than June 30, 2019 (the mandatory completion date). **Contractor shall complete the work and achieve Substantial Completion no later June 30, 2019.**

3.4 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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 this Agreement construction services to be completed hereunder are *essential conditions* of this Agreement and it is further mutually understood and agreed that the work outlined in this Agreement shall be commenced on a date to be specified in the Notice to Proceed.
- B. The Contractor agrees that the 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 below, not as a penalty but as liquidated damages, for each working day that the Contractor fails to achieve Substantial Completion of the work. If the Contractor fails to achieve Substantial Completion by June 30, 2019, liquidated damages in the amount of \$1,500.00 per day will be assessed until Substantial Completion is achieved and a certificate of Substantial Completion is issued.
- 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 Agreement and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever and where under this Agreement an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence. 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 CONTRACT 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 sum of \$1,022,432.00, exclusive of New Mexico gross receipts tax.

4.2 CONTRACT AMOUNT

The Contract Sum is determined as follows:

Base Bid	\$ 1,022,432.00
Total Contract Sum	\$ 1,022,432.00

ARTICLE 5 PROGRESS PAYMENTS

5.1 PROGRESS PAYMENTS

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

- A. No later than 21 working days following receipt by the County of an undisputed Application for Payment, 100% of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and 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 (see 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 21 days after receipt of payment from the County, contractor or subcontractor. If the contractor or subcontractor fails to pay its subcontractor and suppliers by first-class mail or hand delivery within 21 days after receipt of an undisputed request for payment, the contractor or subcontractor shall pay interest to its subcontractors and suppliers beginning on the 22nd day after payment was due, computed at 1.5% of the undisputed amount per month or fraction of a month until payment is issued. These payment provisions apply to all tiers of contractors, subcontractors and suppliers (see 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 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.

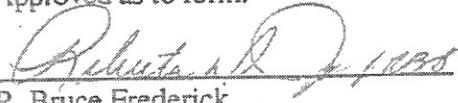
IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date the last signature by the parties hereto.

SANTA FE COUNTY

Katherine Miller
Santa Fe County Manager

Date

Approved as to form:



R. Bruce Frederick
Santa Fe County Attorney

8/28/18
Date

Finance Department:

Stephanie Shardin Clarke
Finance Director

Date

CONTRACTOR:

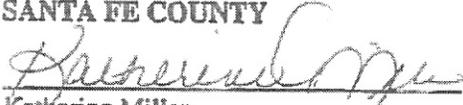
Signature

Date

Print name & title

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

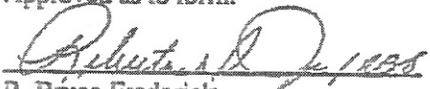
SANTA FE COUNTY



Katherine Miller
Santa Fe County Manager

8.30.18
Date

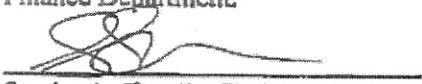
Approved as to form:



R. Bruce Frederick
Santa Fe County Attorney

8/28/18
Date

Finance Department:



Stephanie Shardin Clarke
Finance Director

8/29/18
Date

CONTRACTOR:



Signature

8-29-2018
Date

Vincent R. Martinez, Managing Member
Print name & title

**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 and calendar days from the specified date of commencing work to June 30, 2019.
- 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).