

**SANTA FE COUNTY
PRICE AGREEMENT
FOR THE INSTALLATION OF
GUARDRAILS, BARRIER CABLE & COMPONENTS**

THIS AGREEMENT is made and entered into this 7th day of November 2014 by and between **Santa Fe County**, a New Mexico political subdivision, (hereinafter referred to as “the County”) and **San Bar Construction Corporation**, located at 9101 Broadway SE, Albuquerque, N.M. 87105, a corporation authorized to do business in the State of New Mexico, (hereinafter “**Contractor**”).

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. DEFINITIONS

- A. “Using Department or Department” shall mean a Department or elected official’s office of Santa Fe County.
- B. “Purchase Order” shall mean a fully executed Purchase Document issued by the Using Department that specifies the services to be provided by the Contractor under the terms and prices of this Price Agreement.
- C. “Price Agreement” means this indefinite quantity Price Agreement which requires the Contractor to provide installation of guardrails and/or barrier cable and components to a Using Department which issues a Purchase Order.
- D. “Completion Date” means a date certain for completion of the installation of guardrails and/or barrier cable and components by the Contractor as indicated by the Using Department in a Purchase Order.

2. SERVICES TO BE PROVIDED

- A. **Materials and Services on Exhibit A.** The Using Department may request Contractor’s services which are the subject of this Price Agreement. **The items and services ordered must be an item and service listed on Exhibit A to this Agreement and all items, materials and services must meet the Specifications for Materials and Application and the terms and conditions described on Attachment A, which are incorporated by reference into this Agreement.** All orders issued hereunder must bear the purchase order number and number of this Price Agreement #2015-0129-PW/PL.
- B. **Quantities.** It is understood that this is an indefinite quantity Price Agreement and the County may purchase any quantity of the items and services listed on Exhibit A on an as-needed basis. No guarantee or warranty is made or implied, by either the County or the Using Department that any order for any minimum, maximum or otherwise definite quantity will be issued under this Price Agreement. Quantities of

service may vary depending on the season. When the Using Department requests services and a Purchase Order is issued, the Contractor is required to accept the order and furnish and complete the services as requested at the prices listed on Exhibit A, subject to any applicable percentage price reductions or liquidated damages.

- C. **Specifications.** The services and materials furnished hereunder shall conform to the requirements of the technical specifications, standards and terms and conditions described in Attachment A. Orders issued pursuant to this Price Agreement must show the applicable Price Agreement service, quantity and price. Any materials used in providing the services under this Price Agreement must meet or exceed the manufacturer's specifications.
- D. **Time for Completion; Liquidated Damages.** Time is of the essence for the purposes of this Price Agreement. In the event the Contractor fails to complete the installation of a guardrail and/or barrier cable and components project by the Completion Date indicated, and as may be amended, by the Using Department, the Contractor shall incur liquidated damages according to the schedule in Attachment A.

3. COMPENSATION AND INVOICING

A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:

- 1) County shall pay to the Contractor in full payment for services satisfactorily performed and all costs and expenses shall be in accordance with Exhibit A.
- 2) The total amount payable to the Contractor under this Agreement shall not exceed two hundred fifty thousand dollars (\$250,000.00) exclusive of gross receipts tax. Any New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor.
- 3) This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Contractor when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing.

B. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within twenty one (21) days after the County receives an undisputed request for payment, the County shall tender payment to the contractor. If payment is not made within twenty one (21) days, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid.

C. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.

D. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

4. PAYMENT

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

A. Inspection. Inspection and acceptance of all materials and services ordered may be made prior to Contractor's commencement of services, during Contractor's performance, or at the completion of Contractor's performance of services. Materials or services rejected for non-conformance with specifications shall be removed at the Contractor's risk and expense promptly after notice of rejection and re-completed, or in the event of non-conforming materials and application, the Using Department may impose a percentage reduction in the price.

B. Acceptance. In accordance with NMSA 1978, Section 13-1-158, the Using Department shall determine if the materials and services meet specifications, and may accept the services if all components of the service meet specifications. No payment shall be made for any service until the completed service has been accepted in writing by the Using Department. Unless otherwise agreed upon between the Using Department and the Contractor, within thirty (30) days from the Contractor's completion of services, the Using Department shall issue a written certification of complete or partial acceptance or rejection of the materials or services. The time period shall begin at the time Contractor notifies the Using Department that services are complete and Contractor has achieved substantial completion. Unless the Using Department gives notice of rejection within the specified time period, the materials and services will be deemed to have been accepted.

C. Issuance of Orders. Only written, signed and properly executed Purchase Orders are valid under this Price Agreement.

D. Invoices. Depending on the number of working days scheduled for completion of a project, the Contractor may submit invoices for payment no more frequently than weekly, monthly, or upon completion of services. The Contractor's invoice shall be submitted in

triplicate, duly certified and shall contain the following information: order number; description of supplies and/or services; quantities; unit price; and extended totals. Separate invoices shall be rendered for each project. Invoices must be submitted to the Using Department. All prices and charges by the Contractor shall be consistent with the prices indicated in Exhibit A.

E. Payment of Invoices. Upon written certification from the Using Department that project has been completed and accepted, payment shall be tendered to the Contractor within net twenty one (21) days. If the payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance on undisputed amounts due according to the Price Agreement at a rate of 1.5% per month. Payment shall be made to the Contractor's designated mailing address.

F. Taxes. For each invoice submitted to the Using Department, Contractor shall indicate applicable gross receipts taxes or local option taxes on the invoice and tax should be shown as a separate item to be paid. The payment of taxes for any money received under this Agreement shall be the Contractor's federal and State of New Mexico tax identification number(s). If the Using Department is exempt from payment of New Mexico gross receipts tax or local option taxes, the Using Department shall provide the Contractor with written evidence of such exemption.

5. EFFECTIVE DATE AND TERM

This Agreement shall become effective on the date first written above and shall terminate four (4) years later, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations).

6. DEFAULT

A. The failure of the Contractor to perform and/or complete services as requested by the Using Department shall constitute a default under this Price Agreement. The County reserves the right to cancel all or any part of any orders placed under this Price Agreement without cost to the County if the Contractor's materials or services fails to meet the specifications or requirements of this Price Agreement. The Contractor may be excused from performance under this Price Agreement if the Contractor's failure to perform or complete services are the result of causes beyond the control and without the fault or negligence of the Contractor, such causes include, but are not limited to, acts of God or public enemy, acts of the County or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the County shall determine that the materials or services to be furnished by the subcontractors were obtainable from other sources in sufficient time to permit the Contractor and subcontractor to meet the required schedule.

B. The County shall cancel all or any part of any order without cost to the County if the Contractor fails to meet material provisions of an order.

7. TERMINATION

A. 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.

B. 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. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this 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.

9. INDEPENDENT CONTRACTOR

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

10. ASSIGNMENT

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.

11. SUBCONTRACTING

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.

12. PERSONNEL

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

B. 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.

13. RELEASE

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

14. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

15. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

16. CONFLICT OF INTEREST

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

17. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1 (Scope of Work), of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

18. ENTIRE AGREEMENT; INTEGRATION

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

19. NOTICE OF PENALTIES

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

20. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

21. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.

B. Contractor shall comply with the requirements of Santa Fe County Ordinance 2014-1 (*Establishing a Living Wage*).

C. 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, located in Santa Fe County.

22. RECORDS AND INSPECTIONS

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

23. INDEMNIFICATION

A. 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.

B. 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 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.

C. 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.

24. SEVERABILITY

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

25. NOTICES

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: San Bar Construction Corporation
 9101 Broadway SW
 Albuquerque, New Mexico 87105

26. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that:

A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.

B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the New Mexico Secretary of State on Contractor's behalf.

C. Contractor is legally registered and is properly licensed by the New Mexico State to do the work anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

27. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

28. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

29. INSURANCE

A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this 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 County of Santa Fe shall be a named additional insured on the policy.

C. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

30. PERMITS, FEES, AND LICENSES

Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

31. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its “public employees” at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

32. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

33. SURVIVAL

The provisions of following paragraphs shall survive termination of this Contract; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

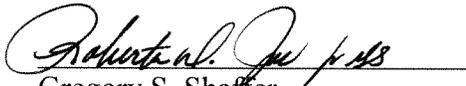
IN WITNESS WHEREOF, the parties have duly executed this Price Agreement as of the date first written above.

SANTA FE COUNTY


Katherine Miller
Santa Fe County Manager

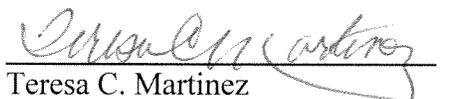
11-7-14
Date

APPROVED AS TO FORM


Gregory S. Shaffer
Santa Fe County Attorney

11-4-14
Date

FINANCE DEPARTMENT APPROVAL


Teresa C. Martinez
Santa Fe County Finance Director

11/4/2014
Date

CONTRACTOR

(Signature)

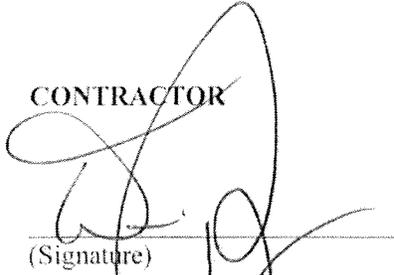
Date

(Print Name)

(Print Title)

FEDERAL IDENTIFICATION NUMBER: _____

CONTRACTOR



(Signature)

11/3/14

Date

David A. Sanchez

(Print Name)

President

(Print Title)

FEDERAL IDENTIFICATION NUMBER: 85-0378983

EXHIBIT A**ITEM PRICING**

Unit prices indicated below include all costs for labor, equipment, tools, materials, federal tax, permits, licenses, fees and any other items necessary to complete the services.

Item	Approx. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
1	45	SF	Class A concrete repairs as specified by the Sq. Ft. – Repairs are for chipped-out concrete sections from wingwalls etc.	\$3.00	Three dollars & no cents
2	1500	LF	Metal Barrier, W-Beam Installation	\$15.95	Fifteen dollars & ninety-five cents
3	20	LF	Cor-Ten W-Beam Metal Barrier Installation	\$18.50	Eighteen dollars & fifty cents
4	500	LF	Metal Barrier, Three Beam Installation	\$22.50	Twenty two dollars & fifty cents
5	20	LF	Cor-Ten Three Beam Metal Barrier Installation	\$24.95	Twenty four dollars & ninety-five cents
6	2	EA	Metal Barrier, Anchorage Type “A” Installation	\$650.00	Six hundred fifty dollars & no cents
7	1	EA	Cor-Ten Type “A” Anchor Metal Barrier Installation	\$675.00	Six hundred seventy-five dollars & no cents
8	2	EA	Type B End Anchorage for curved guardrail installation to include all parts, materials and labor	\$950.00	Nine hundred fifty dollars & no cents
9	1	EA	Cor-Ten Type “B” Anchor Metal Barrier Installation	\$975.00	Nine hundred seventy-five dollars & no cents

Item	Approx. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
10	1	EA	Metal Barrier, Anchorage Type "D" Installation, Buried in Backslope, per Standard Drawings	\$500.00	Five hundred dollars & no cents
11	100	LF	Curved Guardrail Installation, radius as specified by the County to include all parts, materials and labor	\$17.50	Seventeen dollars & fifty cents
12	20	LF	Cor-Ten Curved Guardrail Installation; radius as specified by the County to include all parts, materials and labor	\$19.50	Nineteen dollars & fifty cents
13	10	CY	Earthwork equipment compacting; to be determined by cross sections of excavated area	\$60.00	Sixty dollars & no cents
14	2	CY	Guardrail Pad Installation	\$1,100.00	One thousand one hundred dollars & no cents
15	3	EA	ET Plus Guardrail End Treatment-Type 1 50 foot, installed per manufacturer's recommendations and Standard Drawing, including prismatic sheeting on extruder head	\$1,975.00	One thousand nine hundred seventy five dollars & no cents
16	1	EA	ET Plus Guardrail End Treatment-Type 1 50 foot, installed per manufacturer's recommendations and Standard Drawing, including prismatic sheeting on extruder head (extruder head finished to match Con-Ten Rail)	\$2,075.00	Two thousand seventy five dollars & no cents
17	3	EA	ET Plus Guardrail End Treatment – Type 2 37 foot 6 inch, installed as per manufacturer's recommendations and Standard Drawings, including prismatic sheeting on extruder head	\$1,875.00	One thousand eight hundred seventy five dollars & no cents

Item	Approx. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
18	1	EA	ET Plus Guardrail End Treatment – Type 2 37 foot 6 inch, installed per manufacturer’s recommendations and Standard Drawing, including prismatic sheeting on extruder head (extruder head finished to match Cor-Ten rail)	\$1,975.00	One thousand nine hundred seventy five dollars & no cents
19	3	EA	Fleat 350 Flared End Treatment – Type 2 installed per manufacturer’s recommendations and Standard Drawing, including prismatic sheeting on extruder head	\$1,750.00	One thousand seven hundred fifty dollars & no cents
20	1	EA	Fleat 350 Flared End Treatment – Type 2 installed per manufacturer’s recommendations and Standard Drawing, including prismatic sheeting on extruder head (extruder head finished to match Cor-Ten rail)	\$1,850.00	One thousand eight hundred fifty dollars & no cents
21	3	EA	SKT 350 Guardrail End Treatment – Type 1 installed per manufacturer’s recommendations and Standard Drawing, including prismatic sheeting on extruder head	\$1,850.00	One thousand eight hundred fifty dollars & no cents
22	1	EA	SKT 350 Guardrail End Treatment –Type 1 installed per manufacturer’s recommendations and Standard Drawing, including prismatic sheeting on extruder head (extruder head finished to match Cor-Ten rail)	\$1,950.00	One thousand nine hundred fifty dollars & no cents
23	500	LF	Installation of W-Beam Metal Barrier provided by Santa Fe County and delivered to site	\$4.00	Four dollars & no cents
24	10	EA	Prismatic Grade Sheeting for Extruder Heads	\$15.00	Fifteen dollars & no cents

Item	Approx. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
25	500	LF	Removal of Salvageable Metal Barrier, including posts and components, stockpiled at directed by Santa Fe County	\$3.00	Three dollars & no cents
26	200	LF	Remove and Rebuild existing Metal Barrier, Posts and Components as directed by Santa Fe County	\$6.00	Six dollars & no cents
27	30	Hour	Sequential Flashing Arrows Flashing Directional Arrows as required by Santa Fe County	\$10.00	Ten dollars & no cents
28	20	LF	Three-Beam Metal Barriers Installation attaching transitions to Concrete Wall Barrier	\$40.00	Forty dollars & no cents
29	20	LF	Three-Beam Metal Barrier Installation attaching transitions to Bridge Railing	\$40.00	Forty dollars & no cents
30	25	LF	Nested Three-Beam Metal Barrier Installation	\$48.00	Forty eight dollars & no cents
31	30	LF	W-Beam Metal Barrier Installation attaching transitions to Bridge Railing	\$22.00	Twenty two dollars & no cents
32	500	FT	Wire Rope System Installation with Sleeved Posts (Trinity Cass) per manufacturer's recommendations	\$18.00	Eighteen dollars & no cents
33	8	EA	End Treatment Complete Installation for Wire Rope System with Sleeved Posts (Trinity Cass)	\$3,200.00	Three thousand two hundred dollars & no cents
34	200	FT	Maintenance of Wire Rope System with Sleeved Posts (Trinity Cass)	\$8.00	Eight dollars & no cents
35	5	EA	Repair of and Replacement of Damaged Line Post Footing (Trinity Cass)	\$95.00	Ninety five dollars & no cents

Item	Approx. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
36	200	FT	Wire Rope System Installation with Sleeved Posts (Brifen) per manufacturer's recommendations	\$18.00	Eighteen dollars & no cents
37	8	EA	End Treatment Complete for Wire Rope System Installation with Sleeved Posts (Brifen)	\$3,200.00	Three thousand two hundred dollars & no cents
38	200	FT	Maintenance of Wire Rope System with Sleeved Posts (Brifen)	\$8.00	Eight dollars & no cents
39	5	EA	Repair of and Replacement of Damaged Line Post Footing (Brifen)	\$120.00	One hundred twenty dollars & no cents
40	200	EA	Wire Rope System Installation with Sleeved Posts (Safence) per manufacturer's recommendations	\$18.00	Eighteen dollars & no cents
41	8	EA	End Treatment Complete for Wire Rope System Installation with Sleeved Posts (Safence)	\$3,200.00	Three thousand two hundred dollars & no cents
42	200	FT	Maintenance of Wire Rope System with Sleeved Posts (Safence)	\$8.00	Eight dollars & no cents
43	5	EA	Repair of and Replacement of Damaged Line Post Footing (Safence)	\$110.00	One hundred ten dollars & no cents
44	1	EA	Traffic Control – Two Lane Roadway with One-Lane Closure, Flagman and Pilot Car	\$200.00	Two hundred dollars & no cents
45	1	EA	Traffic Control – Inside Lanes/Median, Outside Lanes Operation for Multi-Lane Highways	\$100.00	One hundred dollars & no cents

Item	Approx. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
46	100	Mile	Mobilization – one way, one-time travel mileage per work request as defined as continuous travel within the State of New Mexico by the shortest route from Contractor’s designated base station (or entrance to the state from closest state line in the case of an out-of-state Contractor) to reach all jobsites in a single order and to be based upon map mileages. For requested delivery of removed materials to designated Santa Fe County yard, designated yard will be considered a work site for calculation purposes of the bid item. No payment will be made for Contractor’s return to designated base station.	\$14.00	Fourteen dollars & no cents

All item amounts are exclusive of NM gross receipts tax

ATTACHMENT A

SPECIFICATIONS AND ADDITIONAL TERMS & CONDITIONS

1. The work shall consist of mobilization, transporting all equipment and personnel to the work site, providing the necessary traffic control in accordance with Manual on Uniform Traffic Control Devices (MUTCD), furnishing all materials necessary, building guardrail and constructing anchors in compliance with current New Mexico Standards and Specifications. All quantities are to be measured by Santa Fe County and shall be considered to be final and all payments for same will be made on this basis.
2. The Contractor shall provide competent supervision and skilled personnel to perform all work required.
3. The Contractor and all subcontractors must have the appropriate license classification for all work performed.
4. The Contractor shall comply with all local, state and federal laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment, and take any other needed actions necessary to protect the life, health and safety of employees on-the-job and the safety of the public and to protect property in connection with the performance of the work.
5. The Contractor shall be responsible for all cleanup work on the project site and at the equipment storage area prior to final inspection and acceptance.
6. All material and installation shall meet or exceed the most current edition of the New Mexico Department of Transportation (NMDOT) Standard Specifications for Highway and Bridge Construction, plus any supplemental or standard specifications and standard (Serial) drawings to the extent they may be pertinent to the work being performed as established by NMDOT.
7. All items must have been satisfactorily certified (which may include crash testing and approval) for use on highways by the Federal Highway Administration (FHWA) under the National Cooperative Highway Research Program (NCHRP) Report 350. The certification and crash test results and approval letter must be made available upon request to Santa Fe County.
8. All items provided and work performed under Price Agreement No. 2015-0129-PW/PL must comply with all applicable requirements of the Manual on Uniform Traffic Control Devices (MUTCD) most recent adopted edition.
9. All nuts, bolts, washers, and other fittings shall be galvanized steel in accordance with ASTM A-153, unless otherwise specified.

10. All wood posts and wood blocks shall be treated in accordance with AASHTO M 133, unless otherwise specified.
11. Posts shall be set plumb, by hand, mechanically dug holes, or by driving. The method of driving shall be such as to avoid battering or distorting of posts. Vertical adjustment of post by pulling will not be allowed. In the event vertical adjustment of a post is required, the post shall be removed and re-installed. Driving of wooden posts will not be permitted through the bituminous surfacing unless guide holes are pre-cut or drilled in a manner that does not distress or otherwise disturb the bituminous surfacing. Driving of steel posts will be permitted through the bituminous surfacing provided bulging or other distress of bituminous surfacing does not occur. Should bulging or other distress of the bituminous surfacing occur when driving steel posts, the posts shall be removed and re-installed utilizing guide holes drilled through the bituminous surfacing. After the guide holes have been pre-cut or drilled, if bulging or other distress of the bituminous surfacing occurs during the driving of wood or steel posts and/or either type of post is prevented from being driven to the designated depth, the driving of the wood or steel posts shall cease. The post(s) shall then be removed and the following procedure shall be utilized:
 - a) For Wood Post(s): A hole having the same or slightly less diameter providing a snug fit for a round post(s) or a hole having the diameter equal to the width of the side of a square post(s) shall be drilled to the designated depth and the post(s) installed.
 - b) For Steel Post(s): A hole having a diameter equal to the width of the least side shall be drilled to the designated depth and the post(s) installed.

Damaged guardrail, posts and components shall be removed and disposed of by the Contractor.

12. CLASS "A" Concrete Repairs – The Contractor shall make necessary patch repairs to any concrete structures such as bridge approach wall, parapets, median barriers or other areas that Santa Fe County shall deem necessary. Areas to be considered shall be those requiring work to improve safety and that are necessary for satisfactory completion of the work. Concrete to be used shall be Class "A" PCC and shall be in accordance with the most current edition of the NMDOT Standard Specifications for Road and Bridge Construction. Payment shall be made on a square foot basis.
13. Rail elements shall be erected in a manner resulting in a smooth, continuous installation. Beams to be erected on a radius of one hundred fifty (150) feet or less shall be shop curved to the appropriate curvature of the installation. Only drilling or cutting necessary for special connections will be permitted in the field. When the galvanizing on guardrail or fittings has been damaged, the coating shall be repaired by galvanizing federal specifications TT-P-641 or MIL-P-24441/20. All bolts except adjustments bolts shall be drawn tight. Bolts shall be of sufficient length to extend beyond the nuts and shall be rust free.

14. The operations of accomplishing this guardrail installation, mobilization and transportation of supplies, equipment and personnel to the site and the furnishing of materials required to be in substantial compliance with the specifications shall be paid per lineal feet or per each as specified.
15. The Contractor shall be notified of exact location, quantity and prioritize by a request for quote and will be issued a purchase order. For routine work, the Contractor will be allowed up to twenty (20) calendar days to begin the work following the receipt of the purchase order. For priority work, the Contractor will be allowed up to fourteen (14) days to begin the work following receipt of the purchase order and for emergency work the Contractor will be allowed up to seventy-two (72) hours to begin the work following the receipt of the purchase order. "Beginning work" is defined as commencing installation in the field. Emergency purchase orders shall be for less than five hundred (500) feet of guardrail. A ten percent (10%) premium will be afforded to the Contractor for all emergency work issued by Santa Fe County. Should the Contractor fail to perform the entire project (installation completed) by the Completion Date, the Contractor agrees to the following schedule of reasonable *liquidated damages* representing inconvenience and monetary damage to Santa Fe County and the public:

LIQUIDATED DAMAGES

Cost	Contract Time to Complete Work Work Days	Penalty/Day Over Allowed
\$0 -\$55,000	10	165.00/Work Day Over
\$55,001-\$100,000	20	300.00/Work Day Over
\$100,001-165,000	35	\$495.00/Work Day Over
\$165,001 and over	100	\$495.00/Work Day Over

Should emergency work affect the schedule of priority work or routine work, it will be the Contractor's responsibility to notify Santa Fe County in writing within two (2) working days after emergency work is issued.

16. Upon completion of the work, it shall be the Contractor's responsibility to notify Santa Fe County to request final inspection. **Failure to do so will result in the assessment of liquidated damages as indicated above.**
17. It will be the responsibility of Santa Fe County to provide the necessary surveys and inspections with the exception of utility clearance surveys.
18. The Contractor shall be responsible for securing utility clearance ("blue staking") prior to construction for all work involving footings, anchors or drive down bases where the possibility of one or more underground utilities may exist. Changes in plans to avoid placement of underground utilities shall require prior Santa Fe County approval. Costs for obtaining utility clearance shall be included in the appropriate bid items.
19. For the purpose of Price Agreement No. 2015-0129-PW/PL, a unit for acceptance is defined as a continuous run of guardrail including all anchorages and attachments.

20. Minor additions or changes to the approved plans will be made in writing by Santa Fe County.
21. Proprietary End Treatments included are:
 - a) ET-Plus per Manufacturers recommendations
 - b) Fleet per Manufacturers recommendations
 - c) SKT 350 per Manufacturers recommendations
21. Proprietary Cable Barrier
 - a) Trinity-Cass
 - b) Brifen
 - c) Safence
22. **Mobilization** is one way, one-time travel per work request as defined as continuous travel within Santa Fe County by the shortest route from Contractor's designated base station, to reach all job sites included in a single installation order and to be based upon map mileages. For requested delivery of removed materials to designated County yard, designated yard will be considered a work site for calculation purposes of the bid item. No payment will be made for Contractor's return to designated base station.
23. **Worker's Compensation Act** - Contractor agrees to comply with state laws and rules pertaining to Worker's Compensation Insurance coverage for its employees. If Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so, the Price Agreement may be cancelled effective immediately.
24. **Performance and Material Bonds** – Within three (3) days of issuance of a purchase order, the Contractor shall provide to Santa Fe County a Performance Bond and a Payment and Materials Bond equal to one hundred percent (100%) of the total contract order. The Performance Bond is to secure the County for losses and damages sustained by reason of default by the Contractor. The Materials Bond is to guarantee availability of equipment and acceptance of product.
25. **Public Works Minimum Wage Act** – This is a Public Works contract subject to the provisions of the Public Works Minimum Wage Act, Section 13-4-11 through 13-4-17, et seq., NMSA 1978, as amended. Minimum Wage Rates as determined and published by the New Mexico Department of Workforce Solutions, Public Works Bureau, Santa Fe, New Mexico, shall be effect and utilized by the vendor during the life of the Price Agreement. A Wage Rate Decision number must be requested by Santa Fe County for all work over sixty thousand dollars (\$60,000.00) and attached to each purchase order issued. If the Contractor or subcontractor is willfully paying its laborers, mechanics, or operators less than the required wage rates for laborers, mechanics and operators, the contractor or subcontractor may lose its right to proceed with the work.

26. The County shall have the right and authority to reject materials or workmanship by the Contractor. Materials and workmanship may be rejected for failure to meet specifications or to perform satisfactorily upon application, or for failure to be delivered or completed at the time specified. Contractor will not be compensated for material or workmanship that is rejected. The County shall not be liable to the Contractor in any way for any damages of any nature whatsoever resulting from the rejection of the materials or workmanship. When materials or workmanship are rejected, the Contractor shall be informed of the reason for the rejection in writing as soon as practical after the rejection. The Contractor agrees to indemnify the County for any and all losses incurred due to delay in shipment or installation, or rejection of material or workmanship.

