

**SANTA FE COUNTY
PRICE AGREEMENT ON ROAD STRIPING SERVICES**

THIS AGREEMENT is made and entered into this 22nd day of May, 2012 by and between **Santa Fe County, New Mexico**, a political subdivision of the State of New Mexico (hereinafter referred to as “the County”) and **San Bar Construction Corp.**, a Corporation authorized to do business in Santa Fe County (hereinafter referred to as “the Contractor”)

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. DEFINITIONS

- A. “Using 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 furnish materials and services to the Using Department which issues an order or request for services.
- D. “Completion Date” means a date certain for completion of a road striping project 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 services ordered must be a service listed as a bid item on Exhibit A to this Agreement, and all services must meet the Specifications for Materials and Application which is attached to Exhibit A.** All orders issued hereunder must bear the order number and the number of this Price Agreement.
- B. **Quantities.** It is understood that this is an indefinite quantity Price Agreement and the County may order any quantity of each service listed on Exhibit A. No guarantee or warranty is made or implied, by either the County or the Using Department that any minimum, maximum or otherwise definite quantity will be issued under this Price Agreement. 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.** Services and materials furnished hereunder shall conform to the requirements of the technical specifications and standards indicated in Exhibit 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 a road striping project by the Completion Date indicated, and as may be amended, by the Using Department, the Contractor shall incur liquidated damages in the amount of One Hundred (\$100.00) dollars per calendar day from the Completion Date until the date the Contractor completes the road striping project.

3. COMPENSATION, INVOICING, AND SET-OFF

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, exclusive of gross receipts tax shall not exceed **Two Hundred Thousand Dollars and .00 Cents (\$200,000.00)**, exclusive of GRT. 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. Contractor is responsible for notifying the County 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 prior to those services in excess of the total compensation amount being provided.

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 thirty (30) days of the

issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within thirty (30) days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

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's 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 road striping project, the Contractor may submit invoices for payment no more frequently than weekly, monthly, or upon completion of services. The Contractor invoice shall be submitted in triplicate, duly certified and shall contain the

following information: order number; description of supplies or services; quantities; unit price; and extended totals. Separate invoices shall be rendered for each road striping 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 for Invoices. Upon written certification from the Using Department that completion of road striping services has been completed and accepted, payment shall be tendered to the Contractor within net thirty (30) 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 sole responsibility and must be reported under 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. TERM

THIS PRICE AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE PARTIES. The term of this Agreement shall be one (1) year. The County, at its sole option, may renew this Price Agreement on the same terms and conditions for an additional one (1) year term. This Price Agreement, including all extensions and renewals, shall not exceed two (2) years in total duration.

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 fail 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 the 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. **For Convenience.** This Price Agreement may be terminated by the County for any reason upon written notice to the Contractor thirty (30) days before the proposed date of termination. Notice of Termination of the Price Agreement SHALL NOT AFFECT ANY OUTSTANDING ORDERS ISSUED PRIOR TO THE DATE OF TERMINATION.

B. **For Cause.** Either party may terminate this Agreement for cause based upon a material breach of this Agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If within thirty (30) days after receipt of a written notice the breaching party has not corrected the breach or, in the case of a breach which cannot be corrected within thirty (30) days, begin and proceed in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the Agreement effective immediately. The non-breaching party shall retain any and all other remedies available to it under the law.

8. AMENDMENT

This Price Agreement may be amended by mutual agreement of the County and the Contractor. Any amendment shall be in writing and signed by both parties hereto. Unless otherwise agreed to by the parties, an amendment to this Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment. This Agreement shall not be amended so as to amend or change the prices stated on Exhibit A.

9. STATUS OF CONTRACTOR

The Contractor and Contractor's agents and employees are independent contractors and are not employees of Santa Fe County. The Contractor and Contractor's agents and employees shall not accrue leave, retirement, insurance, bonding, use of County vehicles or any other benefits afforded to employees of Santa Fe County as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally responsible by it for income tax purposes as self-employment or business income, and Contractor is responsible for self-employment tax.

10. ASSIGNMENT

A. Neither this Price agreement nor any orders placed under this Price Agreement by the Using Department, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Contractor, except as set forth in subparagraph (B) below or as expressly authorized in writing by the County Purchasing Manager. No such assignment or transfer shall relieve the Contractor from the obligations and liabilities under this Price Agreement.

B. Contractor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the County as to goods, services and materials purchased in connection with this bid are hereby assigned to the County.

11. NON-COLLUSION

By signing this Agreement, the Contractor certifies that it has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with its offer and this Agreement.

12. INSPECTION OF PLANT

The County Purchasing Manager may inspect, at any reasonable time, the part of the Contractor's or any subcontractor's plant or place of business which is related to the performance of this Price Agreement.

13. COMMERCIAL WARRANTY

The Contractor agrees that the materials and services furnished under this Price Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such materials and services, and that the rights and remedies provided herein shall extend to the County and are in addition to and do not limit any rights afforded to the County by any other clause of this order. Contractor agrees not to purport to disclaim warranties of fitness for a particular purpose or merchantability.

14. CONDITION OF PROPOSED ITEMS

All proposed materials are to be NEW and of most current production, unless otherwise specified.

15. RECORDS OF AUDIT

During the term of this Agreement and for three (3) years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the County and State Auditor and other appropriate County and federal authorities. 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 or illegal payments.

16. APPROPRIATIONS

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

17. RELEASE

The Contractor, upon final payment of the amount under this Agreement, releases the County, its elected official, officers, employees, agents and attorneys, from and against all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind Santa Fe County, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

18. CONFIDENTIALTY

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 prior written approval of the County.

19. PRODUCT OF SERVICE: COPYRIGHT

All services completed by the Contractor under this Agreement shall become the property of Santa Fe County. Nothing produced, in whole or in part, by the Contractor under this Agreement shall be subject to all application for copyright by or on behalf of the Contractor. The original and one copy of all materials, work papers, meeting notes, or other documents produced by the Contractor shall be indexed and placed in appropriately labeled binders and delivered to the Using Department at conclusion of each road striping project.

20. CONFLICT OF INTEREST

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

21. APPROVAL OF CONTRACTOR REPRESENTATIVES

The County reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the County, serving the needs of the County adequately.

22. SCOPE OF AGREEMENT, MERGER

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

23. NOTICE

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

24. EQUAL OPPORTUNITY COMPLIANCE

The Contractor shall abide by all federal and state laws, rules and regulations, and all applicable executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations, and executive orders of the governor of the State of New Mexico, the Contractor agrees to assure that no person shall on the grounds of race, color, religion, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found to be not in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. 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 \$1,050,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under

which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.

- C. Workers' Compensation Insurance. If applicable, Contractor shall comply with the provisions of the Workers' Compensation Act.
- D. 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.

26. INDEMNIFICATION

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

27. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of New Mexico.

28. INCORPORATION BY REFERENCE AND PRECEDENCE

This Agreement is derived from Invitation for Bid 2012-0176-PW/MS (Rebid), including all written Addenda and the Contractor's bid (Exhibit A with attachment). In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of preference: (1) this Agreement and its provisions including Exhibit A; (2) amendments to the Price Agreement in reverse chronological order.

29. WORKER'S COMPENSATION

The Contractor shall comply with State laws and rules applicable to worker's compensation benefits for its employees. If the Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so, this Agreement may be terminated.

30. INVALID TERM OR CONDITIONS/SEVERABILITY

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

31. ENFORCEMENT OF AGREEMENT

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

32. PATENT, COPYRIGHT, AND TRADE SECRET INDEMNIFICATION

A. The Contractor shall defend, at its own expense, the County from and against any claim that any materials or service provided under this Agreement infringes on any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorney's fees that a court awards as a result of any such claim. In addition, if any third party obtains a judgment against the County based upon Contractor's trade secret infringement relating to any material or service provided under this Agreement, the Contractor agrees to reimburse the County for all costs, attorney's fees and amount of the judgment. To qualify for such defense and or payment, the County shall:

- i. give the Contractor prompt written notice within forty-eight (48) hours of any claim;
- ii. allow the Contractor to control the defense of settlement of the claim; and
- iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any material or service becomes, or in the Contractor's opinion is likely to become, the subject of a claim of infringement, the Contractor shall at its option and expense:

- i. provide the County the right to continue using the material and fully indemnify the County against all claims that may arise out of the County's use of the material;
- ii. replace or modify the material or service so that it becomes non-infringing; or
- iii. accept the return of the material and refund an amount equal to the value of the returned material, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any item modified by the County to the extent such modification is the cause of the claim.

C. Nothing produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application or copyright by or on behalf of the Contractor.

D. This provision on patent, copyright, trademark, and trade secret indemnification shall survive termination or expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this Agreement shall also survive termination or expiration this Agreement.

32. NOTICES

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

To the County:

Santa Fe County Legal Office
102 Grant Avenue
Santa Fe, New Mexico 87501

To the Contractor:

San Bar Construction Corp
9101 Broadway SE
Albuquerque, NM 87105

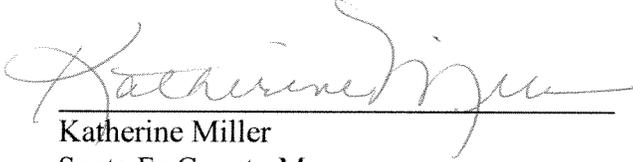
Either party may change its representative or address above by written notice to the other in accordance with the terms of this Agreement. The carrier for mail delivery and notices shall be the agent of the sender.

33. AMENDMENTS

This Price Agreement shall only be amended by written amendment executed by the parties.

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

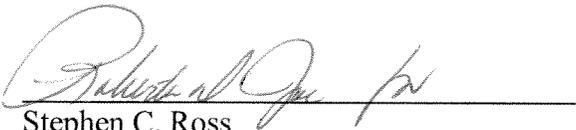
SANTA FE COUNTY



Katherine Miller
Santa Fe County Manager

5.10.12
Date

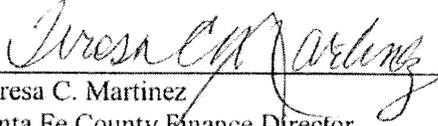
Approved as to Form:



Stephen C. Ross
Santa Fe County Attorney

May 8, 2012
Date

Finance Department Approval:

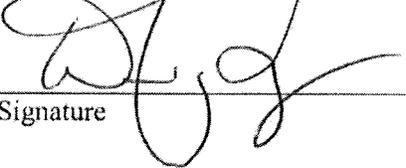


Teresa C. Martinez
Santa Fe County Finance Director

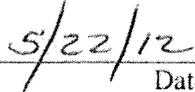


Date

CONTRACTOR:



Signature



Date

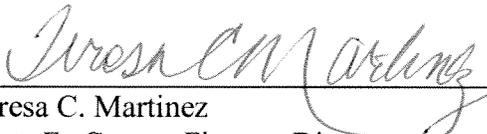
David A. Sanchez

Printed Name

Its: President

Federal Identification: 85-0378983

Finance Department Approval:



Teresa C. Martinez
Santa Fe County Finance Director



Date

CONTRACTOR:

Signature

Date

Printed Name

Its: _____

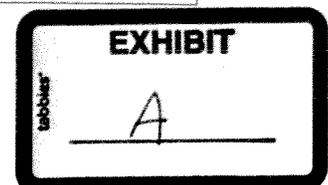
Federal Identification: _____

REVISED BID SHEET**IFB #2012-0176-PW/MS (REBID)
Road Striping Services**

Please offer your best price for all (materials, labor and services) bid items based on the unit price indicated below. **Include signature at the bottom as stated.** Be advised that award may be made without discussion with Bidders. Offers will be accepted until 10:00 AM on the bid due date specified.

Offeror's Organization Name: _____

#	DESCRIPTION	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>WRITTEN PRICE</u>
1	Placement of reflectorized high-durable acrylic traffic painted markings installed at 22 to 25 mils wet film thickness within Santa Fe County, 4" stripe, white and yellow (M-TPCWACRHB ROHM & HASS HD-21 type II emulsion or DOW DT 400 NA emulsion). To include shadow vehicle with warning lights and arrow board. To include Mobilization required to complete work and all requisite traffic control. Labor and Material.	1,234,000 LF	LF	0.078
2	Placement of reflectorized high-durable acrylic traffic painted markings installed at 15 to 17 mils wet film thickness within Santa Fe County, 4" stripe, white and yellow (M-TPCWACRHB ROHM & HASS HD-21 type II emulsion or DOW DT NA emulsion). To include shadow vehicle with warning lights and arrow board. To include Mobilization	1,234,000 LF	LF	0.057



	required to complete work and all requisite traffic control. Labor and Material.			
3	Placement of reflectorized high-durable acrylic traffic painted markings installed at 15 to 17 mils wet film thickness within Santa Fe County, 4" stripe, white and yellow (M-TPCWACRHB-BLEND blend of resins to include ROHM & Hass HD 21 type II emulsion or DOW DT 400 NA Emulsion). To include shadow vehicle with warning lights and arrow board. To include Mobilization required to complete work and all requisite traffic control. Labor and Material	1,234,000 LF	LF	0.057
4	Mobilization within Santa Fe County for emergency urgent striping work per direction of the Traffic Manager	1,500 MILES	MILE	1.00
5	Obliteration of existing long line pavement markings within Santa Fe County, 4" stripe.	5,000 LF	LF	0.85
6	Obliteration of existing pavement markings by the square foot within Santa Fe County	200 SF	SF	3.50
7	Mobilization for obliteration of pavement markings within Santa Fe County	100 MILES	MILE	4.00
8	Layout of passing/no-passing zones, unmarked roadways, and auxiliary lanes to include left and right lanes, and acceleration and deceleration lanes within Santa Fe County. This item will be measured by the linear foot of center line stripe, mobilization included	100,000 FT	FT	0.03

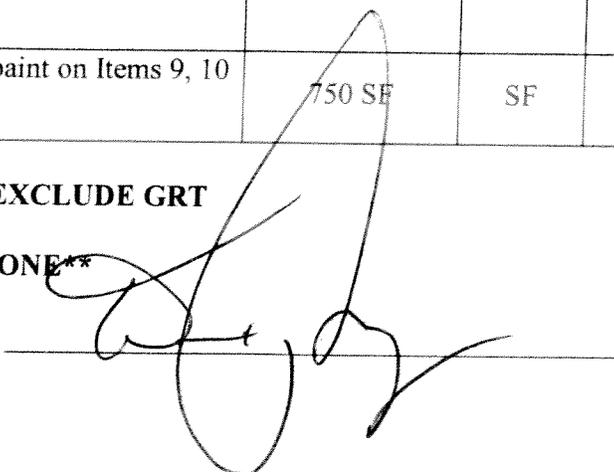
9	Placement of reflectorized high-durable acrylic traffic painted markings installed at 15 to 17 mils wet film thickness within Santa Fe County, 4" stripe, white and yellow (M-TPCWACRHB ROHM & HASS HD-21 type II emulsion or DOW DT NA emulsion). (not limited to crosswalks, stop bars, legends, symbols, and curb painting) Quantity: 0 – 250 SQ FT	250 SF	SF	3.40
10	Placement of reflectorized high-durable acrylic traffic painted markings installed at 15 to 17 mils wet film thickness within Santa Fe County, 4" stripe, white and yellow (M-TPCWACRHB ROHM & HASS HD-21 type II emulsion or DOW DT NA emulsion). (not limited to crosswalks, stop bars, legends, symbols, and curb painting) Quantity: 251 – 500 SQ FT	500 SF	SF	3.25
11	Placement of reflectorized high-durable acrylic traffic painted markings installed at 15 to 17 mils wet film thickness within Santa Fe County, 4" stripe, white and yellow (M-TPCWACRHB ROHM & HASS HD-21 type II emulsion or DOW DT NA emulsion). (not limited to crosswalks, stop bars, legends, symbols, and curb painting) Quantity: 501 SQ FT and over	1,000 SF	SF	2.85
12	Mobilization required to complete work for reflectorized traffic painted pavement markings (one way, one-time continuous travel within the state of	1,000 MILES	MILE	2.00

	NM by contractors crew to reach each site. Mileage to be verified by map miles by shortest or most reasonable routs of travel)			
13	Reflectorized painted curb markings/median noses – Quantity 0 – 250 SF	125 SF	SF	3.40
14	Reflectorized painted curb markings/median noses – Quantity 250 – 500 SF	500 SF	SF	3.25
15	Reflectorized painted curb markings/median noses – Quantity 501 – 1,000 SF	1,000 SF	SF	2.85
16	Removal of painted curb markings ultra high pressure water blasting 40k +	500 SF	SF	3.00
17	One way mobilization for reflectorized paint curb markings or removal	150 MILES	MILE	4.00
18	Furnish MUTCD compliant traffic control for reflectorized paint curb markings or removal	75 HOURS	HOUR	65.00/hr.
19	Surcharge for Red paint, including 4” standard stenciled wording for Items 9, 10, & 11	750 SF	SF	0.75
20	Surcharge for Green paint, including 4” “LOADING ZONE” for Items 9, 10 & 11	750 SF	SF	0.75
21	Surcharge for Blue paint, including 4” standard stenciled wording for Items 9, 10, & 11	750 SF	SF	0.75
22	Surcharge for Grey paint on Items 9, 10 & 11	750 SF	SF	0.50

***ALL PRICES SHALL EXCLUDE GRT**

****BIDS ARE ALL OR NONE****

BIDDER'S SIGNATURE: _____



ATTACHMENT TO EXHIBIT A

SPECIFICATIONS

1. OBJECTIVE DESCRIPTION; TECHNICAL SPECIFICATIONS FOR MATERIALS AND APPLICATIONS:

Santa Fe County has approximately 169 miles of roadway and requests bids from firms of interest for the purpose of obtaining a one (1) year Price Agreement for County-wide road striping services including costs for labor and materials.

Contract will be awarded on an all-or-none basis: Bidders must bid prices on all bid items listed on the bid sheet.

The prices given by Contractor shall represent the prices for materials and services to be provided by the Contractor for the materials and services provided under the Price Agreement. It is understood that the Contractor is responsible for payment of all costs of labor, equipment, tools, materials, federal tax, permits, licenses, fees and any other items necessary to complete the services under the Price Agreement.

A. Road striping technical specifications for acceptable standards

- i. Tolerance for application of paint and beads: the finished line shall be smooth, aesthetically acceptable and free from undue waviness. The end of the line shall be square and free from splatter, dribble or trailings. Centerline and edgelines shall be four inches (4”) to six inches (6”) wide. White channelizing lines for left turn bays shall be four inches (4”) to eight inches (8”) wide. Line width variation of more than one quarter inch (1/4”) shall require rework. For standard waterborne acrylic paint, painted lines shall be installed at 16 mils wet film thickness or at a minimum rate of 19.75 gallons of paint per mile of solid four inch (4”) line or 4.94 gallons of paint per mile of broken four inch (4”) line, or in accordance with manufacturer’s recommendations for successive generations of pavement materials. The County shall perform spot checks for wet material thickness and compliance and require inspection of quantities of material desired.

For standard and waterborne acrylic paint, the following table correlates wet mil thickness for four inch (4”) line paint volume and line length.

Paint (Gal/Mil)	Paint Thickness (Mil)	Paint (Ft/Gal)
19.75	18	267
18.65	17	283
17.55	16	300
16.45	15	320

15.36	14	344
14.26	13	370
13.16	12	401
12.06	11	437
10.96	10	481
9.86	9	535

- ii. Hi-build acrylic paints: required to be installed at 22 to 25 mils wet film thickness, the minimum rate is 24.14 to 27.43 gallons of paint per mile of solid four inch (4”) line or 6.04 to 6.86 gallons of paint per mile of broken four inch (4”) line. Application rates will be adjusted as necessary to conform to manufacturer’s recommendations for successive generations of pavement materials. The County shall perform spot checks for wet material thickness and compliance and require inspection of quantities of material desired.

For Hi-build acrylic paints, the following table correlates wet mil thickness for four inch (4”) line paint volume and line length.

Paint (Gal/Mil)	Paint Thickness (Mil)	Paint (Ft/Gal)
30.72	28	172
29.62	27	178
28.53	26	185
27.43	25	193
26.33	24	201
25.23	23	209
24.14	22	219
23.04	21	229
21.94	20	241
20.85	19	253
19.75	18	267
18.65	17	283
17.55	16	300
16.45	15	320
15.36	14	344
14.26	13	370
13.16	12	401

For striping below acceptable standards, the County will require either rework by the contractor at no charge or impose a percentage reduction in price in accordance with Table 704.5.1:1 of the NMDOT Standard Specifications for Highway and Bridge Construction, 2007 Ed.

The space or gap between double yellow lines shall be four inches (4") clear. A reduction in pay or rework shall be required for a gap less than 3.75 inches or greater than 4.25 inches.

No time extensions will be allotted to the striping schedule for each road striping services requested by the County to accommodate rework required due to deficient striping determined to be caused by the contractor.

Glass reflectorized beads shall be applied on the wet paint at a minimum rate of six (6) pounds to each gallon of paint, except where specified at a different rate in the material specification. All painted lines are to receive glass beads at this rate. Any line discovered to have been applied without glass beads shall be restriped by the contractor within twenty-four (24) hours.

Any line discovered to have been applied with insufficient quantities of glass beads will be cause for the County to require either rework by the contractor at no charge or impose a percentage reduction in price in accordance with Table 704.5.1 of Standard Specifications for Highway and Bridge Construction, 2007 Ed.

Pavement markings not applied in accordance with plans and specifications shall be subject to the price reduction schedule consistent with the NMDOT Specifications (704) for Highway and Bridge Construction. Any error in striping pattern deemed by the County to be the responsibility of the contractor shall be corrected at the contractor's expense using approved methods. Covering or obliterating any stripe with black paint is strictly prohibited.

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.

Tolerance for striping obliteration: striping requiring obliteration shall be removed using only water blasting in accordance with the latest standards and specifications. Stripe obliteration shall not deform or damage the roadway surface. The contractor shall collect all debris from the obliteration process and dispose of the material in a legal environmentally sound manner. **Note:** Contractor will not be compensated for obliteration of improperly installed or rejected pavement markings.

2. SCOPE OF WORK TO BE COMPLETED UNDER THE PRICE AGREEMENT:

The Contractor Shall:

- A. Provide competent supervision and skilled personnel to carry on all work in progress.
- B. Furnish all equipment, labor, material and tools required to perform the work specified. The contractor shall maintain during the entire term of the Price Agreement, equipment sufficient, in operational conditions and capacity to efficiently perform the work and services required by the Agreement. Downtime due to equipment failure shall not exceed one (1) day. If an excess of one (1) day downtime occurs, the Contractor shall notify the County of the problem and estimated downtime. The County reserves the right, if more than one (1) day of unexcused or unauthorized downtime occurs, to have the roads striped by a different contractor or vendor.
- C. Provide mobilization for routine, non-emergency striping and such mobilization will be considered incidental to the work.
- D. Have the sole responsibility for all clean-up of materials resulting from the transportation of materials and services performed under the Price Agreement.
- E. Be responsible for damage resulting from paint materials on public vehicles.
- F. Abide by the New Mexico State Highway and Transportation Department Standard Specifications for Road and Bridge Construction, 2007 Ed., Division 700 on traffic control devices. Contractor shall also conform to the manual of Uniform Traffic Control Devices, current edition, including Part VI-Traffic Control for Street and Highway Construction and Maintenance Operations.
- G. 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 and health of employees on-the-job and the safety of the public, and to protect property in connection with the performance of the services covered by the Price Agreement.
- H. Submit a traffic control plan to the County two (2) weeks prior to starting any road striping work, the County shall review and approve the proposed signing, location of signs and location and type of all traffic channelization devices to be utilized prior to the beginning of operations. All lane closures and detours must also be approved by the County. The County may also require that the contractor provide sufficient flagmen, additional shadow vehicles and/or truck mounted attenuators when deemed necessary for safety and/or to allow adequate time for material to cure to non-tracking state. To assist with the traffic control during operations, the contractor shall also remove or cover temporary signing that is not required during non-working hours and nighttime hours. The sequential flashing arrow unit, when required, shall be a NMDOT approved product. At least one (1) lane shall be kept open to traffic, with adequate flagging, when working on a two-lane road; treated road roadways shall be re-opened to traffic during nighttime or

non-working hours. All traffic control costs shall be incidental and included in the cost of the bid items.

- I. Be responsible for restriping any areas where vehicles have tracked through fresh paint.
- J. **Disposal of Waste Material:** The Contractor shall be responsible for the disposal of all waste material associated with any and all activities covered in this Price Agreement. All waste shall be transported to an appropriate facility for proper handling and disposal. Documentation of the treatment of all waste material shall be provided to the County by the Contractor.

The Contractor shall provide the County with a spill recovery plan including: name, address, and phone number for the person designated as the contractor's response coordinator; as well as the name, address, and phone numbers of persons qualified, capable and on-call to do any cleanup.

- K. **Material Storage:** All material and material containers shall be stored according to manufacturer requirements. No material or storage containers shall be stored, staged or left for any period of time within the right-of-way of any County road.

Materials and equipment may be stored at County patrolled yards when authorized by the County.

For each road striping project, the Contractor shall submit a complete and detailed quality control/quality assurance plan. The plan shall include:

- Detailed Quality Control/Quality Assurance Program
- Materials testing procedures
- In-place field testing
- Weather monitoring and reporting methods
- Billing format and frequency
- Reporting methods and frequency
- Scheduling format, method and frequency
- Request for changes (i.e., previously submitted schedules, specified materials, etc.)

- L. **Work Schedule:** Except as otherwise approved in writing by the County road striping work shall be performed during daylight hours, Monday through Friday. No work shall be performed on County holidays or on weekends unless otherwise approved by the County. The Contractor shall avoid work during "rush hour" traffic in urban areas, unless prior approval is received from the County. Prior to commencing with any work, the contractor shall receive written or verbal notification to proceed from the County. A list of work required by the County shall be provided to the contractor. The Contractor shall provide a tentative schedule for performance of the work requested by the County for approval; the Contractor shall complete the work in accordance with the approved schedule. The Contractor shall provide twenty-four (24) hour notice to the County of a location to be striped. When the work is to be performed at the beginning of work week (Monday), the Contractor shall provide notice by Friday of the preceding week. Any additional work requested by the County shall require a revised

schedule, to include any additional work, for approval by the County. Exceptions may be granted in writing by the County upon approval of a revised written schedule for performance of the remaining work. Some projects may require urgent attention and completion within twenty –four (24) hours, and may be required in addition to the approved schedule of work. The contractor shall report weekly to the County the total number of linear feet of markings applied, material used and location(s) of completed work. Upon notification, the County shall conduct a final inspection. Work found to be in conformance with the Price Agreement shall be reviewed for acceptance by the County and scheduled for payment.

Payment for non-conforming work shall be withheld until such a time as the work is brought into conformance with the Price Agreement and accepted by the County.

The County will inspect operations at its discretion. The Contractor is still responsible for the project being completed in accordance with all plans schedules and technical specifications. The County has the authority to stop the contractor’s work if it determines that the contractor’s services are not in compliance with plans, schedules and technical specifications. Such work will be re-done at the contractor’s expense to the satisfaction of the County.

The County, at its discretion, will measure the retro-reflectivity markings using 30-m geometry. The markings will be measured within thirty (30) days of application. Except where specified in the material specification, the minimum retro-reflective value for white markings is 250 mcd/m²/lux the minimum retro-reflective value for yellow markings is 150 mcd/m²/lux. Measurements will be taken every ¼ (.25) miles on average will be calculated for every mile. Average values that fall from one to ten percent (1-10%) below minimum values will result in a ten percent (10%) price reduction for that mile of roadway. Average values that fall from eleven to twenty-five percent (11-25%) minimum values will result in a twenty-five percent (25%) price reduction for that mile of roadway. Average values that fall greater than twenty –five (25%) below minimum values will require restriping of that mile of roadway at no additional cost to the County.

To ensure timely placement of pavement markings, the following delivery times shall be met from the date of the work order:

Pavement Markings Linear Feet	Required Delivery Times* Number of Working Days
0 – 13,200,000	15
13,200,001 – 26,400,000	30
26,400,001 – 39,600,000	60
39,600,001 and over	**

*The Contractor shall be subject to a price reduction equal to two percent (2%) of the total purchase order, per day for each working day the pavement markings are not in place as specified above.

**To be determined by the County based on actual footage.

The County has the authority to issue purchase orders to a different contractor or vendor if the Contractor indicates that the work cannot be delivered or completed in accordance with the Price Agreement.

- M. **Performance Bond:** Prior to the issuance of a purchase order, the successful contractor(s) must provide a performance bond and a labor and materials payment bond each equal to one hundred percent (100%) of the total purchase order for a specific project. Said bonds must be provided to the Public Works Department within ten (10) calendar days after the County's issuance of a Purchase Order.

The performance bond is to secure the County for losses and damages sustained by reason of default of the Price Agreement by the Contractor. The labor and materials payment bond is to provide for the contractor's payment of sub-contractors and suppliers. The bond cost shall be included in the price of the bid items.

- N. **REQUIREMENTS and/or QUALIFICATIONS:**

No person shall act as a contractor without a license issued by the Construction Industries Division (CID) classified to cover the type of work to be undertaken. No work shall be performed unless the contractor has a valid license issued by the Construction Industries Division to perform the type of work to be undertaken, Section 60-13-12, NMSA 1978.

All bid items, materials, and installation shall meet (or exceed) the NMDOT Current 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) established by NMDOT.

All items provided and work performed under this Price Agreement must comply with all applicable requirements of the most recent Manual on Uniform Traffic Control Devices (MUTCD).