

SANTA FE COUNTY SHERIFF'S OFFICE



Robert A. Garcia
Sheriff
986-2455
ragarcia@santafecounty.org

Ron E. Madrid
Undersheriff
986-2455
rmadrid@santafecounty.org

35 Camino Justicia – Santa Fe, New Mexico 87508

MEMORANDUM

To: Board of County Commissioners

Fr: Robert Garcia / Sheriff

Date: October 10, 2012

Re: Request BCC Approve For Waiver From Section 1 Of Ordinance No. 2012-5 To Purchase Additional Fleet (16 Sedans) in The Amount of \$362,384.00 Utilizing a State Purchasing Agreement (SPA) and Authorization for County Manager to Sign Purchase Order (Purchasing/Bill Taylor/Sheriff's Office/Ron Madrid)

Issue:

The Santa Fe County Sheriff's Office needs to replace fleet that is listed in poor condition and may present a safety issue for our commissioned staff and also cause limitations in providing adequate public safety services to the communities and the citizens of Santa Fe County.

Background:

These new vehicles will be replacing 16 out of the 35 patrol vehicles that will evidentially need to be replaced. Funding is available and already allocated for the replacement of these vehicles via FY 12-13 Capital Package set aside. Purchase is as follows:

Don Chalmers Ford
16 – 2012 Ford Interceptor Sedan's @ \$362,384.00
Per NMSPA# 20-000-00-00026 (Expires Dec 26, 2012)

Auction Requested:

The Santa Fe County Sheriff's Office is requesting approval to purchase (16) 2012 Ford Interceptor Sedan's in the amount of \$362,384.00. This purchase requires the approval of the Board of County Commissioners due to the cost exceeding the \$250,000 threshold established by the Santa Fe County, Ordinance# 2012-5.

FISCAL YEAR 2013 BUDGET REQUEST

SUPPLEMENTAL INFORMATION - VEHICLES, HEAVY EQUIPMENT, APPARATUS



Date: 3/20/2012
 Department/Division or Office: Sheriff's Office/Public Safety
 Fund and Cost Center: 246-1207-424
 Contact Name: Ron Madrid
 Contact Phone: (505) 998-2485

FY 2013 VEHICLES, HEAVY EQUIPMENT, APPARATUS

LICENSE NO	MODEL YEAR	VEHICLE TYPE OF	PURPOSE*	MAKE / MODEL	ASSIGNED DRIVER	TAKE HOME	FEB 12 ODOMETER	CONDITION*	FUNCTION NUMBER	GASOLINE GALLONS/YR	DIESEL GALLONS/YR	ESTIMATED FUEL EXPENSE	ESTIMATED OIL EXPENSE	NON-QUALIFY EST. MAINT COSTS
1	HDY 706	1989	FORD	FLOATER		NO								
2	G3720	2005	CHEVY	FLOATER		YES*	67,644	Fair						
3	G76456	2009	CHEVY	PATROL / FLOATER	ADMIN / FLOATER	YES*	139,231	Poor / Replace						
4	JWD 986	2008	DODGE	WARRANTS	EDDIE WEBB JR	YES*	87,737	Fair						
5	G58493	2004	DODGE	BLM / FLOATER		YES*	246,406	Poor / Replace						
6	KHK 504	2008	DODGE	ADMIN	RON MADRID	YES	99,167	Fair						
7	G73597	2008	DODGE	PATROL		YES	113,930	Fair						
8	G44110	2011	FORD	ANIMAL CONTROL	DONALD ROMERO	YES	3,916	Good						
9	G76419	2009	CHEVY	PATROL	MIGUEL YAPPA	YES	75,211	Fair						
10	G76420	2009	CHEVY	DWI-TRAFFIC / FLOATER	NICOLE ROMERO	YES*	104,296	Fair						
11	G79203	2010	CHEVY	CSS / PATROL		YES*	61,380	Fair						
12	G73596	2008	DODGE	PATROL	TRACY BACA	YES	75,624	Fair						
13	014 PMP	2008	CHEVY	INVESTIGATIONS	NATHAN SEGURA	YES*	72,598	Good						
14	G79201	2010	FORD	ANIMAL CONTROL	PAUL PORTILLO	YES	56,660	Good						
15	G70246	2007	CHEVY	PATROL	LAWRENCE MITZ	NO	129,463	Poor / Replace						
16	G63101	2006	FORD	DWI-TRAFFIC	RON CROW	YES	44,233	Good						
17	G79202	2010	FORD	DWI-TRAFFIC		NO	136,634	Poor / Replace						
18	G39869	1999	FORD	COURT TRANSPORT		NO	178,796	Poor / Replace						
19	G65473	2006	CHEVY	PATROL / FLOATER		YES*	3,841	Good						
20	G44111	2011	FORD	ANIMAL CONTROL	BRIAN MARLEY	YES	86,182	Fair						
21	G76421	2009	CHEVY	DWI-TRAFFIC	DIEGO LUCERO	YES	47,403	Good						
22	G60062	2005	CHEVY	CSS / PATROL	SHANE HERNANDEZ	YES	56,013	Good						
23	G76435	2009	CHEVY	PATROL		NO	0							
24	G53590	2002	VAN	DWI-TRAFFIC	TRAILER	NO	0							
25	G83934	2011	FORD	COURT / PATROL	JEFF JACQUEZ	YES	7,752	Good						
26	G76434	2009	CHEVY	DWI-TRAFFIC	SEANA MALONEY	YES	43,396	Good						
27	G83935	2011	FORD	PATROL	VANESSA HAYES	YES	8,431	Good						
28	187 PKX	2008	CHEVY	ADMIN	ROBERT GARCIA	YES	27,842	Good						
29	720 PLA	2008	CHEVY	INVESTIGATIONS	MARYVYNN JARAMILLO	YES	85,927	Fair						
30	G79209	2010	CHEVY	CSS / PATROL	STEVEN ORR	YES	49,209	Good						
31	983 PAX	2010	CHEVY	ADMIN	KENNY JOHNSON	YES	30,333	Good						
32	G65474	2006	CHEVY	PATROL / FLOATER		YES*	149,003	Poor / Replace						
33	G68492	2004	DODGE	PATROL / FLOATER		YES*	204,749	Poor / Replace						
34	G65479	2006	CHEVY	PATROL / FLOATER		YES*	124,849	Poor / Replace						
35	G83938	2011	FORD	COURT / PATROL	LEONARD ROMERO	YES	4,398	Good						
36	G60073	2005	CHEVY	PATROL	EDDIE WEBB JR	YES	107,291	Fair						
37	G78204	2010	CHEVY	PATROL	DEBORAH ANAYA	YES	42,605	Good						
38	G70249	2007	CHEVY	PATROL / FLOATER		YES*	84,848	Fair						
39	G65478	2006	CHEVY	PATROL / FLOATER		YES*	168,827	Poor / Replace						
40	G63900	2010	FORD	ANIMAL CONTROL	CHANC LUNA	YES	50,526	Good						
41	G57345	2004	CHEVY	PATROL / FLOATER		YES*	148,039	Poor / Replace						
42	G74439	2008	CHEVY	COURT / PATROL	ALFRED ARANA	YES	67,894	Fair						
43	G77360	2009	FORD	PATROL	FRED SUAZO	YES	46,151	Good						
44	G61289	2005	FORD	ANIMAL CONTROL / FLOATER		YES*	145,973	Poor / Replace						
45	G63937	2011	FORD	PATROL	CROWNN VICTORIA SHANNON COLES	YES	9,754	Good						
46	G76433	2009	CHEVY	COURT / PATROL	IMPALA	YES	161,439	Poor / Replace						
47	G63938	2011	FORD	PATROL	CROWNN VICTORIA BEN CHAVEZ	YES	13,996	Good						
48	G68491	2004	DODGE	PATROL / FLOATER	DURANGO	YES*	163,374	Poor / Replace						
49	G50327	2002	FORD	ANIMAL CONTROL / FLOATER	F-250	YES*	195,765	Poor / Replace						
50	G57248	2004	CHEVY	COURT TRANSPORT	VAN	NO	66,937	Fair						
51	G79208	2010	CHEVY	PATROL	IMPALA	YES	47,562	Good						

	2008	CHEVY	PATROL / FLOATER	IMPALA	n/a	YES*	124,932	Poor / Replace									
117	G74433	2008	CHEVY	PATROL / FLOATER	IMPALA	n/a	YES*	124,932	Poor / Replace								
118	G50384	2002	DODGE	PATROL / FLOATER	DURANGO	n/a	YES*	147,266	Poor / Replace								
119	G76423	2009	CHEVY	PATROL	IMPALA	CINDY QUINTANA	YES	88,153	Fair								
120	K05 402	2009	CHEVY	INVESTIGATIONS	IMPALA	JOSE RODRIGUEZ	YES	66,953	Fair								
121	004 PMP	2009	CHEVY	INVESTIGATIONS	IMPALA	WILLIAM PACHECO	YES	42,826	Good								
122	481 NTK	2009	CHEVY	INVESTIGATIONS / FLOATER	IMPALA	n/a	YES*	43,312	Good								
123	G77359	2009	FORD	PATROL	EXPLORER	BRIAN BRANDEL	YES	98,023	Fair								
124	G77747	2008	GMC	COURT TRANSPORT	T-5500	n/a	NO	6,717	Good								
125	G79211	2010	CHEVY	PATROL	IMPALA	GERALD LOVATO	YES	49,376	Good								
126	G79206	2010	CHEVY	PATROL	IMPALA	JULIE YORK	YES	75,739	Fair								
127	G79205	2010	CHEVY	PATROL	IMPALA	MIKE MARTINEZ	YES	67,105	Fair								
128	374 PNK	2010	CHEVY	INVESTIGATIONS	IMPALA	DAVID JARAMILLO	YES	44,135	Good								
129	049 MFR	2010	FORD	ADMIN	EXPLORER	ADAN MENDOZA	YES	63,970	Good								
130	G81151	2010	FORD	PATROL	EXPLORER	TIM BENAVIDEZ	YES	69,970	Fair								
131	G81152	2010	FORD	PATROL	EXPLORER	KURT WHYTE	YES	51,214	Good								
132	829 NKK	2008	GMC	INVESTIGATIONS	SIERRA PICKUP	n/a	YES*	34,848	Good								
133	G82242	2011	INTERNATIONAL	SWAT / COMMAND POST	4400	n/a	NO	1,746	Good								
* MEANS ONLY AUTHORIZED DEPUTIES ARE ALLOWED TO TAKE HOME UNIT																	
TOTAL FY 2013 REQUEST																	
0																	
0																	
0																	
475,000																	
0																	

*e.g. sedan, pickup ** e.g. apparatus, patrol, van, trailer, grader, inmate trans, staff trans, fire, ambulance road work, fire, medical

** Vehicle Condition: Good, Fair, Poor

REQUISITION BY: EVIGIL
SHIP TO LOCATION: COUNTY SHERIFF'S OFFICE

PURCHASE REQUISITION NBR: 0000133021
STATUS: NEEDS ADDITIONAL INFO
REASON: LEOP/CAPITAL PURCHASE - FLEET

DATE: 10/10/12

SUGGESTED VENDOR: 13348 DON CHALMERS FORD - RIO RANCHO

DELIVER BY DATE: 11/10/12

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	R.MADRID/UNDER-SHERIFF-REQUESTOR VEHICLE PURCHASE FOR SHERIFF'S OFFICE FLEET, PURCHASE IS AS FOLLOWS: -FORD INTERCEPTOR (FWD)-SEDANS @ \$21,829.00 -3.5 V6 ENGINE -MPG - 18 CITY 30 HWY - VINYL WRAP @ \$820.00 TOTAL PURCHASE @ \$22,649.00 16 @ \$22,649.00 = \$362,384.00 *** PER MMSPA 20-000-00-00026 EXPIRES DEC 26, 2012 ***** ACCT# 246-1301-424-80/CAPITAL PRG - FLEET C ACCESSORIES COMMODITY: SUBCOMMOD: MISC	362384.00	EA	1.0000	362384.00	

REQUISITION TOTAL: 362384.00

ACCOUNT INFORMATION
PROJECT
AMOUNT
REQUISITION IS IN THE CURRENT FISCAL YEAR.

SANTA FE COUNTY
FISCAL YEAR 11-12
CAPITAL PACKAGE REQUESTS BY FUND

FUND	EXPENSE ACCOUNT	DESCRIPTION	FINAL BUDGET	EXPENDED TO DATE	REMAINING BUDGET	NOTES
GENERAL FUND County Sheriff	246-1201-424-80.03	EQUIPMENT & MACHINERY - GPS units and 2way radios	\$ 89,819	\$	\$ 89,819	
						PO# 131353 / WEST MESA EMERG PROD. Purchase of emergency equipment for new a/c unit (xref req#131431) @ \$2057.89 per NMSP#10-00093. PO# 131352 / WEST MESA EMERG PROD - purchase of decals for new A/C unit (xref req# 13141) @ \$425.00 - open market. PO# 131307/RICH FORD - purchase of (1) F-150 reg/cab (4x4) @ \$19,272.00 per NMSP# 10-00089. PO# 131347/Jackson Creek MFG Inc. - purchase of (1) Diamond Deluxe Chassis Mount/Kennel @ \$10,374.00
	246-1201-424-80.09	VEHICLES - Accessories (BAR/Internal - to transfer \$18,397.50 to 50.03 xref 131733/Advanced Comm. - Pjt: Channel 1 Replacement)- re-programing for 2way radios for the S.O.	\$ 779,805	\$ 412,921	\$ 386,884	
	246-1201-424-80.16	Computer Software (\$3000 and above)	\$ 61,140	\$ 8,403	\$ (8,403)	
	246-1201-424-80.95	INVENTORY EXEMPT - COMPUTER - (\$3000 and under) MDT's	\$	\$ 1,410	\$ 59,730	
	246-1201-424-80.99	INVENTORY EXEMPT	\$ 15,615	\$ 1,879	\$ 13,736	
			\$ 946,479	\$ 424,613	\$ 821,586	

Requisitions - amount is immediately deducted from balance.

PO# 132956 / SHI INTL CORP. - purchase of software upgrade for Field Reporting System @ \$8402.99
PO# 132953 / F&M MICRO - purchase of computer hard-drive to support new software (xref req# 132956) @ \$1410.00
PO# 131682 / VERIZON WIRELESS - purchase of 8 IPHONE and accessory for PDA phns and standrd phns (standrd phns at n/c) @ \$1879.28



State of New Mexico General Services Department

Statewide Price Agreement

Awarded Vendor
 3 Vendors-see page 6

Telephone No. _____

Price Agreement Number: 20-000-00-00026

Payment Terms: Net 30 days

F.O.B.: Destination

Delivery: See page 6

Ship To:
 All State of New Mexico agencies, commissions,
 institutions, political subdivisions and local public bodies
 allowed by law.

Procurement Specialist: Sandra Lujan SL

Telephone No.: 505-827-0242

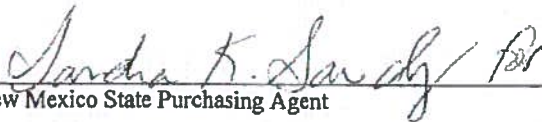
Invoice:
 As requested

Title: Automotive Vehicles, Police Pursuit

Term: December 27, 2011 thru December 26, 2012

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico



 New Mexico State Purchasing Agent

Date: 12/15/11

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 20-000-00-00026

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Awarded Vendors:

(AA)

0000051541

**Don Chalmers Ford
2500 Rio Rancho Blvd.
Rio Rancho, NM 87124
505-890-2159**

Delivery: Santa Fe

(AB)

0000047770

**Melloy Dodge
9621 Coors NW
Albuquerque, NM 87114
505-922-2559**

Delivery: As needed

(AC)

0000049313

**Reliable Chevrolet
9901 Coors Rd. NW
Albuquerque, NM 87114
505-338-5870**

Delivery: Approx. 60 days ARO

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: 20-000-00-00026

Item	Approx. Qty.	Unit	Article and Description	Unit Price
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004 100 Each Vehicle, Four Door Sedan, Front Wheel Drive
 (Police Pursuit Rated)

	(AA)	(AC)
Base Cost, Per Unit, FOB Dealer's Place of Business	\$21,829.00	\$20,937.00
Added Cost, Per Unit, FOB Santa Fe, New Mexico	\$21,829.00	\$20,937.00
Model:	Interceptor FWD	Impala
Make:	Ford	Chevrolet
Engine:	3.5 v6	3.6 liter
Mpg:	18 city 28 hwy	18 city 30 hwy
Vendor to indicate final order acceptance date:	August	4/30/2012

Final order acceptance date may be a consideration in determining award.

Minimum Specifications:

- Wheel Base: not less than one hundred five (105.0) inches.
- Alternator: minimum 120 amp (mounted above the engine).
- Battery: 12 volt, heavy duty, 720 cold cranking amp minimum.
- Brakes: fade resistant brakes. Front brakes must be disc type. Heavy duty police, brakes must be anti-lock (abs).
- Warning light in dash shall indicate when parking brake is engaged.
- Engine: engine offered shall be a v-6 design. Engine must be a minimum of 220 (hp) horsepower. Engine must be flex fuel or E-85.
- Air Conditioning:
 - A. Vehicle shall be factory equipped with an air conditioning unit capable of cooling the passenger compartment while not taxing the engine cooling system.
 - B. SUV – vehicles shall be factory equipped with a front and rear air conditioning unit.
 - C. Integrated with the heater/defroster unit.
- Shock Absorbers: heavy duty double action type, front and rear, valves to give the vehicle maximum road ability when operating over rough roads and during cornering at high speeds.
- Lights: dome light wiring to front door switches shall be rendered inactive (dark car feature).
- Wheels:
 - A. To be sixteen (16) inches in diameter.
 - B. Rim to be of heavier gauge metal than used in standard production.
 - C. Hub cover shall be designed to remain tightly attached to the wheel during high speed police pursuit service.
- Armrests: armrest door closure devices shall be provided on all doors.
- Coat Hooks: one (1) on each side of the rear seat compartment.
- Seats: front bucket seats – shall be manufacturer's police vehicle bucket seats, with space between seats for equipment, rear vinyl seat. (cloth front, vinyl rear)

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: 20-000-00-00026

Item 004 Continued

Options:

No add on

- A) Exterior Lamp Emergency Flashing System Pre-Wire with Module, Headlamp and Tail Light
- B) Spare Tire Space Saver
- C) Two Tone Factory Standard Paint
- D) Single Tone Factory Standard Paint
- E) Spotlight – “A” Pillar (If Deleted)
- F) Spotlight – Each Side
- G) Heavy Duty Rubber Mat (Front/Rear)
- H) Carpet Floor Mats
- I) Front Dome Light
- J) Unmarked Police Package With: Bench Seat And Full Wheel Covers
- K) Patrol Power Wiring Harness (Loose)
- L) Patrol Power Wiring Harness (Installed)
- M) Special Package
- N) Heated Outside Rearview Mirrors
- O) Remote Vehicle Starter System
- P) Body Side Moldings
- Q) Content Theft Deterrent Alarm System
- R) Full-Size Spare Tire
- S) Heavy Duty Vinyl Flooring
- T) Grille Lamps And Speaker Wiring
- U) Horn/Siren Circuit Wiring
- V) Roof Wiring
- W) Inoperative Inside Rear Door Handles
- X) Inoperative Inside Rear Door Locks
- Y) Inoperative Rear – Widow Switches
- Z) Single Key Locking System For Complete Vehicle
- AA) Daytime Running Lamps / Automatic Lamp Control Delete
- BB) Police Package 1 (AC) Lightbar
- CC) Police Package 2 (AC) Slick-top)
- DD) Police Package 3 (AC) Detective
- EE) Police Package 4
- FF) Police Package 5
- GG) Labor Rate Per Hour
- HH) Window Tint 20% - Side and Rear

Unit Price

	(AA)	(AC)
(Add)	\$495.00	\$375.00
(Deduct)	N/A	\$87.00
(Add)	\$1,200.00	\$400.00
(Deduct)	\$0.00	\$180.00
(Deduct)	\$100.00	\$145.00
(Add)	\$210.00	\$280.00
(Add)	Standard	\$85.00
(Add)	N/A	\$80.00
(Deduct)	N/A	\$50.00
(Add)	\$100.00	\$80.00
(Add)	\$595.00	\$650.00
(Add)	\$695.00	\$785.00
(Add)	N/A	N/C
(Add)	Standard	\$60.00
(Add)	\$695.00	\$190.00
(Add)	\$395.00	\$100.00
(Add)	\$525.00	\$295.00
(Add)	Included	Included
(Add)	Standard	\$90.00
(Add)	\$125.00	\$90.00
(Add)	\$125.00	\$35.00
(Add)	\$275.00	\$150.00
(Add)	\$35.00	\$30.00
(Add)	\$35.00	\$25.00
(Add)	\$25.00	\$35.00
(Add)	\$35.00	N/C
(Delete)	\$50.00	Included
(Add)	\$895.00	\$5,933.00*
(Add)	\$415.00	\$5,911.00*
(Add)	\$475.00	\$2,371.00*
(Add)	\$715.00	
(Add)	\$1,605.00	
(\$ Per Hour)	\$75.00	\$65.00
(Add)	\$189.00	\$195.00

(AA) New Mexico State Police wrap

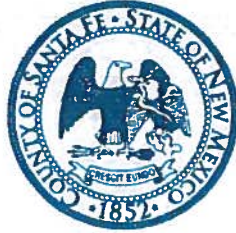
(Add) \$550.00

* (AC) Contact dealer for content.

Daniel "Danny" Mayfield
Commissioner, District 1

Virginia Vigil
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

Date: October 30, 2012

To: Santa Fe County Board of County Commissioners

From: Bill Taylor, Procurement Manager

Via: Mark Hogan, Property & Facilities Director *MHA*
Meghan Bayer, Open Space & Trails Project Manager *MB*

Re: Request approval to award Contract #2013-0145-OS/PL to Meridian Contracting, Inc. for construction services for the Santa Fe River Restoration from County Road 62 to San Ysidro Crossing in the amount of \$1,185,578.00 exclusive of GRT

Issue and Background

Santa Fe County Purchasing and the Projects, Facilities, Open Space & Trails Division requests authorization to enter into a contract with Meridian Contracting, Inc. for construction services for the Santa Fe River Restoration from County Road 62 to San Ysidro Crossing in the amount of \$1,185,578.00 exclusive of GRT.

The project consists of river restoration along the Santa Fe River to address off-site drainage issues that have arisen since Phase I construction was completed at the San Ysidro Park in 2007. The work will include earthwork, removal of some existing structures, construction of rock walls, grade control structures, rock riffle rundowns, rock deflectors, rock vanes, catchment ponds and drainage, recreational trail, landscaping and re-vegetation. Also included is the construction of a community sculpture on the trailhead at San Ysidro Crossing.

The Purchasing and the Open Space & Trails Divisions solicited bids for the construction services for the river restoration. The solicitation was advertised in two newspapers and posted on the County Website. Seventeen (17) companies attended the mandatory pre-bid conference and six bids were received from the following construction companies:

R.L. Leeder Company
Meridian Contracting, Inc.
Sparling Construction
Russell Sand & Gravel
A.A.C. Construction
Kimo Construction

All bids were reviewed by the Purchasing staff and Meridian Contracting, Inc. was the lowest, responsive bidder.

Action Requested

The Purchasing and Open Space & Trails Divisions is requesting authorization to enter into a contract #2013-0145-OS/PL with Meridian Contracting, Inc. for the construction services of the Santa Fe River Restoration from County Road 62 to San Ysidro Crossing in the amount of \$1,185,578.00 exclusive of GRT.

SUGGESTED FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)
MODIFIED AS INDICATED BY SANTA FE COUNTY

THIS AGREEMENT is by and between Santa Fe County (“Owner”) and
Meridian Contracting Inc. (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: Construction of a river restoration project for the Santa Fe River at Ian Isidro Park, Santa Fe County, Santa Fe, NM.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Wilson & Company, Inc., Engineers and Architects, 2600 The American Rd., SE Suite 100, Rio Rancho, NM 87124 which is to ~~aet as Owner’s representative,~~ assume all duties, and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents and the contract between Owner and Engineer (2011-0051-CSD/PL) in connection with the completion of the Work and in accordance with the Contract Documents.
- 3.02 The construction of the river restoration project shall be completed in accordance with the NMDOT Standard Specifications for Construction of Highways and Bridges, 2007 Ed., and as supplemented by the Engineer’s Supplemental Technical Specifications, and the Owner’s Supplemental Terms and Conditions for Construction.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work: i) will be substantially completed within one hundred and fifty (150) Working Days after the date indicated in the Notice to Proceed issued by the Owner and when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and ii) shall be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within thirty (30) Working Days after the date of Substantial Completion as specified on the Certificate of Substantial Completion issued by the Engineer when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner ~~agree recognize~~ that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal ~~or arbitration~~ proceeding the actual loss suffered by Owner if the Work is not completed on time. The parties agree that the liquidated damages provided herein represent the Owner's probable damages, not a penalty. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1,000.00 for each Working Day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$1,000.00 for each Working Day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.
- B. Contractor agrees that the liquidated damages herein provided are reasonable and represent the amount of damages reasonably anticipated to the Owner in the event the Work is not completed as provided in Paragraph 4.02.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

- A. For all Work other than Unit Price Work, a lump sum of: \$ 1,185,578 exclusive of New Mexico gross receipts taxes

All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

- B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

<u>Item No.</u>	<u>Description</u>	<u>UNIT PRICE WORK</u>			<u>Bid Price</u>
		<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	

Total of all Bid Prices (Unit Price Work) \$ _____

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

- C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by the Engineer as provided in the General Conditions.

6.02 The NM Public Works Minimum Wage Act requires Contractor and all tiers of subcontractors to submit certified weekly payroll records to the County and the Engineer (Wilson & Company, Inc.) biweekly Contractor shall, and Contractor shall require all tiers of subcontractors to, submit certified weekly payroll records to the County and the Engineer for this project. Certified weekly payroll records shall be submitted to Meghan Bayer, Santa Fe County Project Manager, 901 West Alameda Suite 20-C, Santa Fe, NM 87501 and Engineer Donnie Duneman, PE, Wilson & Company, Inc., 2600 The American Rd. SE Suite 100, Rio Rancho, NM 87124.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments, subject to Owner's withholding of liquidated damages in accordance with Article 4.03 of the Contract and 14.02 of the General Conditions, on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work. as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in

Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. ~~Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.~~

a. ~~_____ percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~

b. ~~_____ percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).~~

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor ~~for to _____ percent of the Work completed, less liquidated damages and such amounts as the Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less the percent~~ Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed (i.e. value of items on the punch list) or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price, subject to liquidated damages if applicable, as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of one and one half (1.5%) percent per month. ~~annum.~~

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement. (pages 1 to __, inclusive).

2. Performance Bbond for 100% of Contract Sum. (pages _____ to _____, inclusive).
 3. Payment Bbond for 100% of Contract Sum. (pages _____ to _____, inclusive).
 4. Other bonds (pages _____ to _____, inclusive).
 - a. _____ (pages _____ to _____, inclusive).
 - b. _____ (pages _____ to _____, inclusive).
 - e. _____ (pages _____ to _____, inclusive).
 5. General Conditions (pages 1 to 63, inclusive).
 6. Santa Fe County's Supplementary Conditions. (pages _____ to _____, inclusive).
 7. Specifications as listed in the table of contents of the Project Manual including Engineer's Supplemental Technical Specifications.
 8. Drawings consisting of _____ sheets with each sheet bearing the following general title: ~~for~~ the Drawings listed on attached sheet index.
 9. Addenda (numbers 1 to _____, inclusive).
 10. Exhibits to this Agreement (enumerated as follows):
 - a. EXHIBIT A - Contractor's Bid (Bid sheets or statement of services and contract sum/compensation) (pages 14 to 17) and Revised Bid Sheets (pages 1-1 through 1-9), inclusive).
 - b. EXHIBIT B - Documentation submitted by Contractor prior to Notice of Award (insurance certificate, bonds, etc).
 - c. EXHIBIT C - Engineer's Design and Drawings for the Restoration Project for the Santa Fe River at San Isidro Park, Santa Fe County.
 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *No Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

2. *Insert other provisions here if applicable.*

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on the last date of signature by the parties (which is the Effective Date of the Agreement).

OWNER:

Santa Fe County

By: _____

Liz Stefanics, Chair, Board of County
Title: Commissioners

Attest: _____


Title: Valerie Espinoza, County Clerk

Address for giving notices:

102 Grant Avenue, Santa Fe, NM 87504-0276

P.O. Box 276, Santa Fe, NM 87504-0276

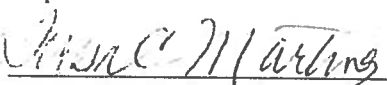
Approved as to form

 _____

Stephen C. Ross Date

Santa Fe County Attorney

Department of Finance

 _____

Teresa C. Martinez, Director

CONTRACTOR

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

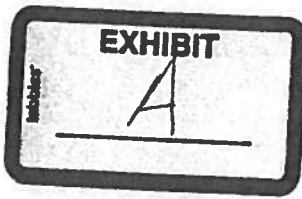
Address for giving notices:

License No.: _____

(Where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

Agent for service of process:



**REVISED BID SHEETS
 BID ITEMS FOR THE
 SANTA FE RIVER RESTORATION**

Bid Item No.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	EXTENDED PRICE (\$)
1	Construction Project Sign Unit Cost Written in Words <u>Six Hundred</u> Dollars & Cents	EA	2	Unit Cost Written in Numbers <u>600.00</u> Dollars & Cents	Extended Price Written in Numbers <u>1200.00</u> Dollars & Cents
201000 2	Site Clearing & Grubbing, Complete Unit Cost Written in Words <u>CW Seven Thousand Two Hundred</u> <u>Two Eighty Seven Dollars</u> Dollars & Cents <u>and Sixty Cents.</u>	LS	1	Unit Cost Written in Numbers <u>7287.60</u> <u>CW</u> <u>2.00</u> Dollars & Cents	Extended Price Written in Numbers <u>7287.60</u> <u>CW</u> <u>520</u> Dollars & Cents
203000 3	Unclassified Excavation, Including disposal Unit Cost Written in Words <u>Nine Dollars Eight Five</u> Dollars & Cents <u>Cents</u>	CY	21,000	Unit Cost Written in Numbers <u>9.85</u> Dollars & Cents	Extended Price Written in Numbers <u>206,850.00</u> Dollars & Cents
207000	Subgrade Prep, 8" at 95% Compaction, CIP Unit Cost Written in Words <u>Two.</u>	SY	2,600	Unit Cost Written in Numbers <u>2.00</u> Dollars & Cents	Extended Price Written in Numbers <u>5200.00</u> Dollars & Cents
303140	Aggregate Base Course, Crushed, 4" at 95% Compaction, CIP Unit Cost Written in Words <u>Nine.</u>	SY	1,850	Unit Cost Written in Numbers <u>9.00</u> Dollars & Cents	Extended Price Written in Numbers <u>16,650.00</u> Dollars & Cents

Bid Item No.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	EXTENDED PRICE (\$)
303160 6	Gravel Base Course, Crushed, 6" at 95% Compaction, CIP Unit Cost Written in Words <u>Thirteen</u> Dollars & Cents	SY	100	Unit Cost Written in Numbers <u>13.00</u> Dollars & Cents	Extended Price Written in Numbers <u>1300.00</u> Dollars & Cents
303XXX 7	2" Stabilized Crusher Fines, CIP Unit Cost Written in Words <u>Thirteen</u> Dollars & Cents	SY	1,850	Unit Cost Written in Numbers <u>13.00</u> Dollars & Cents	Extended Price Written in Numbers <u>24,050.00</u> Dollars & Cents
304XX1 8	Graded Gravel Filter, Under Rock Riffle Rundown Unit Cost Written in Words <u>Sixty</u> Dollars & Cents	CY	142	Unit Cost Written in Numbers <u>60.00</u> Dollars & Cents	Extended Price Written in Numbers <u>8520.00</u> Dollars & Cents
417000 9	Miscellaneous Paving, CIP Unit Cost Written in Words <u>Twenty</u> Dollars & Cents	SY	176	Unit Cost Written in Numbers <u>20.00</u> Dollars & Cents	Extended Price Written in Numbers <u>3520.00</u> Dollars & Cents
507XX1 10	Construct Short Rock Wall Unit Cost Written in Words <u>Thirty-two</u> Dollars & Cents	LF	269	Unit Cost Written in Numbers <u>32.00</u> Dollars & Cents	Extended Price Written in Numbers <u>8608.00</u> Dollars & Cents

Bid Item No.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	EXTENDED PRICE (\$)
11 507XX2	Construct Tall Rock Wall Unit Cost Written in Words <u>Forty-Six</u> Dollars & Cents	LF	279	Unit Cost Written in Numbers <u>46.00</u> Dollars & Cents	Extended Price Written in Numbers <u>12,834.00</u> Dollars & Cents
12 507XX3	Large Rocks, 3-4 ft Median Dimension, blocky & rectangle, furnish & deliver to site Unit Cost Written in Words <u>One Hundred Ninety Five Dollars</u> Dollars & Cents	EA	1,470	Unit Cost Written in Numbers <u>195.00</u> Dollars & Cents	Extended Price Written in Numbers <u>286,650.00</u> Dollars & Cents
13 507XX4	Construct Rock Riffle Rundown, incl, subgrade prep, side walls, etc. Unit Cost Written in Words <u>Twenty Eight Hundred.</u> Dollars & Cents	EA	4	Unit Cost Written in Numbers <u>2800.00</u> Dollars & Cents	Extended Price Written in Numbers <u>11,200.00</u> Dollars & Cents
14 507XX5	Construct Rock Deflector Unit Cost Written in Words <u>Eleven Hundred.</u> Dollars & Cents	EA	14	Unit Cost Written in Numbers <u>1100.00</u> Dollars & Cents	Extended Price Written in Numbers <u>15,400.00</u> Dollars & Cents
15 505XX6	Construct Rock Vane Unit Cost Written in Words <u>Nine Hundred Twenty-Five</u> Dollars & Cents	EA	6	Unit Cost Written in Numbers <u>925.00</u> Dollars & Cents	Extended Price Written in Numbers <u>5550.00</u> Dollars & Cents

Bid Item No.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	EXTENDED PRICE (\$)
509XX1 16	3000 PSI Concrete, Class A, for Replacement Slab at Soil Cement Structure Unit Cost Written in Words <u>Five Hundred Eighty</u> Dollars & Cents	CY	8	Unit Cost Written in Numbers <u>580.00</u> Dollars & Cents	Extended Price Written in Numbers <u>4640.00</u> Dollars & Cents
516000 17	Flowable Fill, for Walls and Grade Control Structures Unit Cost Written in Words <u>One Hundred Ten</u> Dollars & Cents	CY	410	Unit Cost Written in Numbers <u>110.00</u> Dollars & Cents	Extended Price Written in Numbers <u>45,100.00</u> Dollars & Cents
570024 18	24" Culvert Pipe Unit Cost Written in Words <u>Forty Eight</u> Dollars & Cents	LF	313	Unit Cost Written in Numbers <u>48.00</u> Dollars & Cents	Extended Price Written in Numbers <u>15,024.00</u> Dollars & Cents
570025 19	24" Culvert Pipe End Section Unit Cost Written in Words <u>Six Hundred Fifty</u> Dollars & Cents	EA	2	Unit Cost Written in Numbers <u>650.00</u> Dollars & Cents	Extended Price Written in Numbers <u>1300.00</u> Dollars & Cents
570030 20	30" Culvert Pipe Unit Cost Written in Words <u>Fifty-Two</u> Dollars & Cents	LF	84	Unit Cost Written in Numbers <u>52.00</u> Dollars & Cents	Extended Price Written in Numbers <u>4368.00</u> Dollars & Cents

Bid Item No.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	EXTENDED PRICE (\$)
570031 21	30" Culvert Pipe End Section Unit Cost Written in Words <i>Nine Hundred Fifty.</i> Dollars & Cents	EA	2	Unit Cost Written in Numbers <u>950.00</u> Dollars & Cents	Extended Price Written in Numbers <u>1900.00</u> Dollars & Cents
570620 22	24" Arch Culvert Pipe Unit Cost Written in Words <i>Fifty Two Dollars.</i> Dollars & Cents	LF	80	Unit Cost Written in Numbers <u>52.00</u> Dollars & Cents	Extended Price Written in Numbers <u>4160.00</u> Dollars & Cents
570623 23	24" Arch Culvert Pipe End Section Unit Cost Written in Words <i>Six Hundred Fifty Dollars.</i> Dollars & Cents	EA	2	Unit Cost Written in Numbers <u>650.00</u> Dollars & Cents	Extended Price Written in Numbers <u>1300.00</u> Dollars & Cents
570XX1 24	36" CMP Riser, CIP Unit Cost Written in Words <i>Three thousand Two hundred Dollars</i>	EA	2	Unit Cost Written in Numbers <u>3200.00</u> Dollars & Cents	Extended Price Written in Numbers <u>6400.00</u> Dollars & Cents
570XX2 25	Headwall per Detail Unit Cost Written in Words <i>One thousand one hundred Dollars.</i>	EA	2	Unit Cost Written in Numbers <u>1100.00</u> Dollars & Cents	Extended Price Written in Numbers <u>2200.00</u> Dollars & Cents

Bid Item No.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	EXTENDED PRICE (\$)
601000 26	Removal of Structures & Obstructions not paid for separately, includes but not limited to, riprap, culverts, fences, etc Unit Cost Written in Words <u>Thirteen thousand Dollars.</u> Dollars & Cents	LS	1	Unit Cost Written in Numbers <u>13,000.00</u> Dollars & Cents	Extended Price Written in Numbers <u>13,000.00.</u> Dollars & Cents
601XX1 27	Remove Soil Cement at Existing Structure Unit Cost Written in Words <u>Seventy Five.</u> Dollars & Cents	CY	24	Unit Cost Written in Numbers <u>75.00</u> Dollars & Cents	Extended Price Written in Numbers <u>1800.00.</u> Dollars & Cents
601XX2 28	Remove Existing Post Vanes in the River, where directed by the Engineer, per location Unit Cost Written in Words <u>333 Three Hundred Fifty Dollars.</u> Dollars & Cents	EA	11	Unit Cost Written in Numbers <u>350.00</u> Dollars & Cents	Extended Price Written in Numbers <u>3850.00.</u> Dollars & Cents
601XX3 29	Remove Existing Rock Structures where directed by the Engineer, reuse onsite, per rock Unit Cost Written in Words <u>Forty Dollars.</u> Dollars & Cents	EA	200	Unit Cost Written in Numbers <u>40.00</u> Dollars & Cents	Extended Price Written in Numbers <u>8000.00.</u> Dollars & Cents
601110 30	Removal of Surfacing (Asphalt, Concrete) Unit Cost Written in Words <u>Seven.</u> Dollars & Cents	SY	250	Unit Cost Written in Numbers <u>7.00</u> Dollars & Cents	Extended Price Written in Numbers <u>1750.00.</u> Dollars & Cents

Bid Item No.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	EXTENDED PRICE (\$)
602020 31	Riprap Class C Unit Cost Written in Words <u>Sixty Dollars.</u> Dollars & Cents	CY	450	Unit Cost Written in Numbers <u>60.00</u> Dollars & Cents	Extended Price Written in Numbers <u>27,000.00</u> Dollars & Cents
602262 32	Composted Mulch Socks Unit Cost Written in Words <u>FOUR.</u> Dollars & Cents	LF	4,400	Unit Cost Written in Numbers <u>4.00</u> Dollars & Cents	Extended Price Written in Numbers <u>17,600.00</u> Dollars & Cents
603280 33	SWPPP Management, including NPDES Permitting, Compl. Unit Cost Written in Words <u>Fifteen-Hundred.</u> Dollars & Cents	LS	1	Unit Cost Written in Numbers <u>1500.00</u> Dollars & Cents	Extended Price Written in Numbers <u>1500.00</u> Dollars & Cents
621000 34	Mobilization, Compl. Unit Cost Written in Words <u>Fifty-Five Thousand.</u> Dollars & Cents	LS	1	Unit Cost Written in Numbers <u>55,000.00</u> Dollars & Cents	Extended Price Written in Numbers <u>55,000.00</u> Dollars & Cents
664XXX 35	Revegetation Seeding Unit Cost Written in Words <u>Sixty Four Cents</u> Dollars & Cents	SF	322,135	Unit Cost Written in Numbers <u>0.64</u> Dollars & Cents	Extended Price Written in Numbers <u>206,166.40</u> Dollars & Cents

Bid Item No.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	EXTENDED PRICE (\$)
664XXX 36	Trees, including Harvesting, Transportation, Preparation & Planting, Complete in Place Unit Cost Written in Words <u>Eight Dollars.</u> Dollars & Cents	EA	86	Unit Cost Written in Numbers <u>80.00</u> Dollars & Cents	Extended Price Written in Numbers <u>6880.00</u> Dollars & Cents
664XXX 37	Coyote Willow Wattles, including Harvesting, Transportation, Construction & Installation, Complete in Place Unit Cost Written in Words <u>Sixty Dollars.</u> Dollars & Cents	EA	1,457	Unit Cost Written in Numbers <u>60.00</u> Dollars & Cents	Extended Price Written in Numbers <u>87,420.00</u> Dollars & Cents
664XXX 38	Shrubs, 1 gallon, Complete in Place Unit Cost Written in Words <u>Thirty Dollars.</u> Dollars & Cents	EA	260	Unit Cost Written in Numbers <u>30.00</u> Dollars & Cents	Extended Price Written in Numbers <u>7800.00</u> Dollars & Cents
	Sculpture Footing, per Sculpture Detail Sheet, not including Sculpture, CIP Unit Cost Written in Words <u>Eight Thousand.</u> Dollars & Cents	LS	1	Unit Cost Written in Numbers <u>8000.00</u> Dollars & Cents	Extended Price Written in Numbers <u>8000.00</u> Dollars & Cents
801000	Construction Staking by the Contractor Unit Cost Written in Words <u>Twenty-Five Thousand.</u> Dollars & Cents	LS	1	Unit Cost Written in Numbers <u>25000.00</u> Dollars & Cents	Extended Price Written in Numbers <u>25000.00</u> Dollars & Cents

Bid Item No.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	EXTENDED PRICE (\$)
41	Quality Control Contractor Testing Unit Cost Written in Words <u>Nine Thousand d.</u> Dollars & Cents	LS	1	Unit Cost Written in Numbers <u>9000.00</u> Dollars & Cents	Extended Price Written in Numbers <u>9000.00</u> Dollars & Cents
42	Protection of Project from Water Unit Cost Written in Words <u>Thirty-Four Hundred.</u> Dollars & Cents	LS	1	Unit Cost Written in Numbers <u>3400.00</u> Dollars & Cents	Extended Price Written in Numbers <u>3400.00</u> Dollars & Cents
43	Remove and Replace Pipe Rail Fence Unit Cost Written in Words <u>Sixty.</u> Dollars & Cents	LF	20	Unit Cost Written in Numbers <u>60.00</u> Dollars & Cents	Extended Price Written in Numbers <u>1200.00</u> Dollars & Cents
BASE BID TOTAL WRITTEN IN NUMBERS				<u>1,185,578.00</u>	
BASE BID TOTAL WRITTEN IN WORDS		<u>One million One Hundred Eight-Five Thousand Five Hundred Seventy Eight Dollars 00-Cents.</u>			

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

**STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT
MODIFIED AS INDICATED BY SANTA FE COUNTY**

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by the Engineer ordering an

addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight. See SFC Supplemental Terms and Conditions.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run ~~on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given,~~ on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer-for timely review:
 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 2. a preliminary Schedule of Submittals; and
 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;
2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner, and Engineer, and specific written verification or adaptation by Engineer.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner, Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

**ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS;
HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS**

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner, or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

- b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

- A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner, or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.
- B. *Not Shown or Indicated:*
 1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. ~~See SFC Supplemental Terms and Conditions. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.~~

4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. ~~To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and~~

~~charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.~~

- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification,