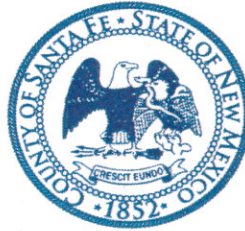


Harry B. Montoya  
*Commissioner, District 1*

Virginia Vigil  
*Commissioner, District 2*

Michael D. Anaya  
*Commissioner, District 3*



Kathy Holian  
*Commissioner, District 4*

Liz Stefanics  
*Commissioner, District 5*

## MEMORANDUM

Date: August 22, 2011

To: Board of County Commissioners

Via: Katherine Miller, County manager

From: Patricio Guerrerortiz, PE, Utilities Director

Re: Full-Time/Term Professional Engineering Position

### BACKGROUND

The County Utilities Department is embarked on a long-term infrastructure expansion program that aims at extending the public infrastructure as necessary to supply water for domestic consumption and fire protection, as well as wastewater collection to a large segment of the County's population. People in the targeted areas currently rely on domestic wells and septic tanks for water supply and wastewater disposal respectively.

Our goal is to plan, design and construct transmission and spine lines, reservoirs, pump stations, and other pieces of infrastructure whose execution will be funded primarily by proceeds from bonds.

The detailed design work for most projects will be contracted to consulting engineers, while their construction will be performed by licensed contractors. However, all preliminary work associated with tasks such as establishing preliminary engineering analysis (commonly known by the acronym PER) scopes of work, managing the process of hiring professional services providers, from the issuance of requests for proposals, to negotiating contracts, as well as providing project representation for the owner during design and construction.

The incumbents would demonstrate long and relevant experience on these areas and have the capability of maintaining highly detailed records, as well as providing peer review and verification for the consultants contracted by the County for the design work. In addition, the individual would be hired on a term basis and only for the duration of bond-funded projects and the appropriate pay and benefits would be paid from the same bond proceeds that fund the specific water and wastewater projects.

We anticipate that the cost of having a qualified in-house professional to represent the owner (County) during bond funded project execution would be effective and less expensive than hiring additional independent consultants independent to do the work. We have verified with our bond counsel on the appropriate steps to be taken for this approach to be perfectly legitimate, and a letter (also part of this packet) has been issued by them to summarize their recommendations.

We have several projects at this moment that require attention that our small staff is not fully able to provide. For instance, we will be selecting an engineer to design the new Rail Trail Water Transmission Line, which when completed will be conveying water to communities south, including Eldorado, Cañoncito and intermediate points.

### REQUESTED ACTION

Authorize the creation of a term position in engineering that will assist the Utilities Department in implementing water and wastewater infrastructure projects that will be funded by bond proceeds and anticipated for execution during the next five to ten years.



MODRALL SPERLING

L A W Y E R S

**Modrall Sperling Roehl Harris  
& Sisk P.A.**

123 East Marcy, Suite 201  
Santa Fe, New Mexico 87501

PO Box 9318  
Santa Fe, New Mexico 87504-9318

Tel: 505.983.2020  
www.modrall.com

## Memorandum

*Via electronic mail*

To: Teresa Martinez, Santa Fe County Finance Director  
From: Peter Franklin, Modrall Sperling  
Date: August 15, 2011  
Re: Funding of Term Engineering Position in the County Utilities  
Department with Bond Proceeds

---

This memorandum addresses the use of proceeds of tax-exempt bonds issued by Santa Fe County to fund a professional engineering position in the County Utilities Department.

### **1. Background.**

Patricio Guerrerortiz, P.E., the County Utilities Director, described the position as acting as the owner's representative for the County, with responsibility for "establishing scopes of work, preparing preliminary engineering reports, managing the requests for proposals, negotiating contracts, and project representation and project management during construction." Guerrerortiz Memorandum Dated August 3, 2011 to the Board of County Commissioners, p. 1. Mr. Guerrerortiz stated to me that all such work would relate solely to specific water projects for which the County has issued tax-exempt bonds, including the Quatro Villas-Chimayo project and the Canoncito-Eldorado project. He stated further that owner's representative work is typically performed by an licensed engineer that the County would hire as an independent contractor. Teresa Martinez indicated that such costs would be treated by the County Finance Division as capital costs rather than as operating costs.

Mr. Guerrerortiz and Ms. Martinez indicated the following:

- The term employee will be required to maintain time records that include substantive, contemporaneously recorded details concerning the activities and justification for the time recorded.
- Each time entry will be related to, and reasonably necessary for, the planning, design, engineering or construction of the capital project for which the bonds were issued, and will be coded so as to identify the series of bonds to which the time entry is related.
- The time spent by the term employee will not be duplicated by outside contractors hired to plan, design, or construct the project, such as the architect, engineering firm, project manager, general contractor or other third-party consultants.
- No bond proceeds will be used to pay the term employee for any time or activities not directly related to the planning, design, engineering or construction of the project(s) for which the bonds were issued. Any time or activities related to the operation of the projects following completion of construction, or to tasks not related to specific bond-financed projects, must be compensated from other sources.

## **2. Analysis and Conclusion.**

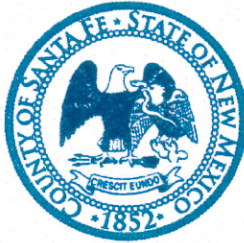
If the County follows parameters described above routinely and consistently, the costs associated with the funding of a term engineering position should be considered capital costs of the water projects on which the term engineer is working, and may be paid from proceeds of the tax-exempt bonds issued to finance those water projects.

In the event of audit by regulatory authorities (which could include the Internal Revenue Service, the Securities and Exchange Commission, or state-level regulators), the burden of justifying reimbursement for each time entry will fall on the issuer of the tax-exempt bonds. The consequences of failing to justify expenditures of bond proceeds for lawful and authorized purposes are substantial. Under federal tax law and IRS regulations, use of bond proceeds for other than capital costs may be deemed an "overissuance" (i.e. issuing a larger amount of tax-exempt debt than necessary) and could result in the bonds financing the reimbursement of staff costs being declared taxable by the IRS. The SEC has taken the position that it is a violation of the federal securities laws to offer or sell bonds which are initially offered as tax-exempt and are subsequently declared to be taxable. New Mexico law also prohibits the use of proceeds of general obligation bonds or revenue bonds for purposes other than those authorized by statute or the issuer's actions authorizing issuance of the bonds.

**Daniel "Danny" Mayfield**  
*Commissioner, District 1*

**Virginia Vigil**  
*Commissioner, District 2*

**Robert A. Anaya**  
*Commissioner, District 3*



**Kathleen Holian**  
*Commissioner, District 4*

**Elizabeth T. Stefanics**  
*Commissioner, District 5*

**Katherine Miller**  
*County Manager*

## Memorandum

**Date:** August 30, 2011  
**To:** Board of County Commissioners  
**From:** Joseph Gutierrez, Director, Community Services Department  
Mark Hogan, Director, Projects and Facilities Division, Public Works Department  
**Re:** **Ratification of Change Directive No. 24 and Approval of Change Order No. 8 to the Contract Between Santa Fe County and Bradbury Stamm Construction, Inc., for Construction of the First Judicial Courthouse Project in the amount of \$76,819.00, exclusive of Gross Receipts Tax.**

---

### Background:

Santa Fe County has initiated the construction of the new First Judicial District Courthouse facility in Santa Fe. The County has contracted with Bradbury Stamm, Inc. for construction of the First Judicial Courthouse project. As the project has been under construction, several items have been identified for changes to provide for a safe and reliable building.

Staff has processed Change Order Request No. 24 from Bradbury Stamm for piping and controls for the cistern system to operate the outdoor irrigation system. The change directive was reviewed by the Construction Manager and the project team has verified the costs as accurate and to represent an added value to the project. The Change Order request was processed through the County Manager for approval and is now included in Change Order No. 8 (see the attached support documents for Change Order No. 8 for details on Change Order Request No. 24).

The additional activities outlined in Change Order No. 8 provide for the following:

- Costs for revised toilet fixtures from floor outlet to wall outlet on 4 fixtures.
- Cost for revised door hardware and electrical connections for security reasons on one door.
- Costs for installation of required piping and controls for the cistern system to operate the outdoor irrigation system.
- Cost for revised electrical systems for the function of the security system and deletion of five (5) electrical circuits not required for the security system.
- Costs for installation of upgraded network cabling and control devices to allow for current and future digital technology needs in courtroom audio-visual systems.

The total cost for the additional construction services and activities outlined in Change Order No. 8 will be \$76,819.00. The gross receipts taxes will total \$6,289.56. The total increase to the project will be \$83,108.56. The items identified in this change order have been reviewed by the Construction Manager and the project team has verified the costs as accurate and to represent an added value to the project.

**Action Requested:**

Staff recommends the ratification of Change Order Request No. 24 and the approval of Change Order No. 8 to the contract between Santa Fe County and Bradbury Stamm Construction, Inc. for construction of the New First Judicial Courthouse Project totaling \$76,819.00, exclusive of gross receipts taxes.

# AIA<sup>®</sup> Document G701<sup>™</sup> – 2001

## Change Order

<b>PROJECT</b> <i>(Name and address):</i> Steve Herrera Judicial Complex Corner of Sandoval Street and Montezuma Street, Santa Fe, New Mexico	<b>CHANGE ORDER NUMBER:</b> 008  <b>DATE:</b> August 4, 2011	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
<b>TO CONTRACTOR</b> <i>(Name and address):</i> Bradbury Stamm 7110 Second Street NW Albuquerque, NM 87107	<b>ARCHITECT'S PROJECT NUMBER:</b> A07.05  <b>CONTRACT DATE:</b> February 21, 2011  <b>CONTRACT FOR:</b> General Construction	

### THE CONTRACT IS CHANGED AS FOLLOWS:

*(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*

Item 1: Provide labor and material to revise toilet fixtures from floor mount/floor outlet to floor mount/wall outlet at toilet rooms 269, 270, 374 and 375. This change is required to allow for installation in wall type indicated on the plans. Pricing has been verified to be accurate. Costs associated with this change order item is \$1,081.00.

Item 2: Provide labor and material to revise door hardware at door U08B to match door hardware used at door U36A, install card reader at door U08B at both sides of doorway with latch bolt monitoring and install required power for monitorin of door U08B as requested by the User. This change order item is value added to the project. Pricing has been verified to be accurate. Costs associated with this change order item is \$6,060.00.

Item3: Provide labor and material to install all required piping and electrical for cistern to operate as intended. This change is required to allow for installation and operation of cistern for landscaping and to allow for monitoring of water harvesting from roof drains. This change order item is value added to the project. Pricing has been verified to be accurate. Costs associated with this change order item is \$45,218.00.

Item 4: Provide labor and material to revise electrical systems for security system and delete 3 electrical circuits at room MDF 372 and 2 electrical circuits at room IDF 156 which are not required for security system. This change was a clarification to the construction documents and is value added to the project. Pricing has been verified to be accurate. Costs associated with this change order item is \$6,201.00.

Item 5: Provide materail to change CAT 5 cabling to CAT 6 cabling and change all visual codecs from Polycom VSX8000 to Polycom HDX7000 to allow for courtroom technologies to convert to digital systems in lieu of analog in the future as requested by the User. This change is value added to the project. Pricing has been verified to be accurate. Costs associated with this change order item is \$18,259.00.

Total costs associated with change order #08 is \$76,819.00

The original Contract Sum was	\$ 38,112,000.00
The net change by previously authorized Change Orders	\$ 5,704,536.15
The Contract Sum prior to this Change Order was	\$ 43,816,536.15
The Contract Sum will be increased by this Change Order in the amount of	\$ 76,819.00
The new Contract Sum including this Change Order will be	\$ 43,893,355.15

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is December 20, 2012

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive..

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

NCA Architect  
ARCHITECT (Firm name)

1306 Rio Grande NW, Albuquerque,  
New Mexico 87104

ADDRESS

BY (Signature)

Robert M. Calvani, President

(Typed name)

August 4, 2011

DATE

Bradbury Stamm  
CONTRACTOR (Firm name)

7110 Second Street NW, Albuquerque,  
NM 87107

ADDRESS

BY (Signature)

Dan Lyons

(Typed name)

August 4, 2011

DATE

Santa Fe County  
OWNER (Firm name)

102 Grant Avenue, Santa Fe, New  
Mexico 87504

ADDRESS

BY (Signature)

Virginia Vigil, Chair, Board of County  
Commissioners

(Typed name)

DATE

RM

Approved as to form  
Santa Fe County Attorney

By: 

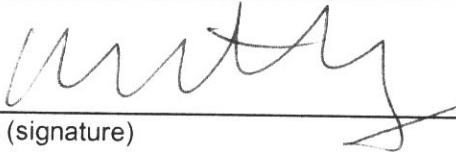
Date: August 22, 2011





Gerald Martin Construction Management  
Santa Fe County Representative

901 West Alameda, Suite 20C, Santa Fe, New Mexico 87504  
Address



By (signature)

Robert X. Martinez  
(typed name)

8.4.11

Date

Approved as to Formed by SFC Legal Department  
Santa Fe County Legal Department

P.O. Box 91450, Albuquerque, NM 87199-1450  
Address

By (signature)

Steve Ross  
(typed name)

Date



# CHANGE ORDER REQUEST

Bradbury Stamm Construction, Inc.

No. 00022

**TITLE:** RFI # 127 - Toilet & Wall Revisions

**DATE:** 7/5/2011

**PROJECT:** Judge Steve Herrera Judicial Complex

**PROJECT #:** 0813

**TO:** Santa Fe County

Attn: Joseph Gutierrez

P.O. Box 276

Santa Fe, NM 87504-0276

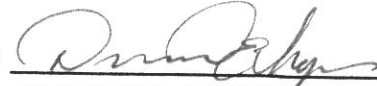
Phone: 505-992-9862 Fax: 505-992-9869

Item	Description	Quantity	Units	Unit Price	Net Amount	Profit/Overhead Amt.
00001	Revise the toilets in Rooms 269, 270, 374, and 375 from floor mount, floor outlet to floor mount, wall outlet per RFI # 127 response and RFQ No. 013.	1.000		\$1,020.00	\$1,020.00	\$61.00

**Total Unit Price:** \$1,020.00  
**Profit and Overhead:** \$61.00  
**NM GRT:** \$0.00

**TOTAL CHANGE PROPOSAL: \$1,081.00**

**APPROVAL:**

By: \_\_\_\_\_ By: \_\_\_\_\_ By:   
**OWNER ARCHITECT GENERAL CONTRACTOR**  
Date: \_\_\_\_\_ Date: \_\_\_\_\_ Date: 7/5/11

# Change Proposal

**Project:** SANTA FE JUDICIAL COMPLX

**Job #:** 3572

**To:** Dan Lyons  
BRADBURY STAMM  
P.O. BOX 10850 7110 2nd Street NW  
ALBUQUERQUE, NM 87184-0850  
(505) 765-1200

**Change Proposal#:** 35

**Owner CP:**

**Reference:** RFP#00013

**Date Issued:** 06/30/2011

**Date Printed:** 07/05/2011

**Section:** Pumbing/Piping

**Respond By:** 07/07/2011

**RE:** Revise Toilets in Various Room

**Requested By:**

---

**Scope of Work:**

As per the information contained within the above referenced document MBI will incur additional costs to provide Back Outlet toilets in rooms 269, 270, 374 & 375 in lieu of the scheduled Floor Outlets (P1B fixture).

See attached worksheet and back-up materials. We will not proceed until authorized to do so. Please call if you have any questions.

---

**Total Proposed Amount:**

\$1,020.00

The Contract time Will be extended by: 0 days

*NOTE: All exclusions per the original contract are applicable to this change proposal. We will not proceed with this work without written authorization. Please indicate your approval by returning a change order for the work specified or sign below and fax this form back to our office. This Proposal may be withdrawn by us if not accepted with 15 days.*

Sincerely,

  
Guy Jeffres

**Accepted by** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Distribution:** File/sm



# CHANGE PROPOSAL

4538 McLeod, N.E. Albuquerque, N.M. 87109-2219 Phone (505) 881-0220 Fax (505) 881-0867

N.M. Contractor's License 8201

Project Name		SH Judicial Complex			Date	7/5/11
RFP/CO #		RFQ #013				
RFP/CO Desc.		Change WC #P1B				
MBI Job #		3572				
MBI Bid #		14206				
Dept/Description	Hours	Rate	Subsistence	Subtotal	Totals	
<b>HVAC</b>						
Equipment					\$	-
Materials					\$	-
Labor	Field	0	\$ 62.00	\$ -	\$ -	
	Field Supervision	0	\$ 68.00	\$ -	\$ -	
	Material Handling	0	\$ 42.00	\$ -	\$ -	
	Superintendent Supervision	0	\$ 75.00	\$ -	\$ -	
	Total Labor				\$	-
<b>Mech/Plbg</b>						
Equipment					\$	668
Materials					\$	-
Labor	Field	0	\$ 62.00	\$ -	\$ -	
	Field Supervision	0	\$ 68.00	\$ -	\$ -	
	Material Handling	0	\$ 42.00	\$ -	\$ -	
	Superintendent Supervision	0	\$ 75.00	\$ -	\$ -	
	Total Labor				\$	-
<b>Fabrication</b>						
Materials					\$	-
Labor	Shop	0	\$ 75.00	\$ -	\$ -	
	Detailing (HVAC & Mech)	3	\$ 70.00	\$ -	\$ 210	
	Fab Processing	0	\$ 55.00	\$ -	\$ -	
	Shop Supervision	0	\$ 75.00	\$ -	\$ -	
	Total Labor				\$	210
<b>Subcontracts</b>						
xxxx					\$	-
xxxx					\$	-
xxxx					\$	-
	Total				\$	-
<b>Other</b>						
xxxx					\$	-
xxxx					\$	-
xxxx					\$	-
Permits					\$	-
	Total				\$	-
<b>Comments:</b>		<b>Total Direct Cost</b>			\$	878
		Markup on Subs	8.00%	\$	-	
		Markup-all but Subs	15.00%	\$	132	
		Subtotal		\$	1,010	
		Bond	1.00%	\$	10	
		Total		\$	1,020.00	



3545 PRINCETON DR NE  
 BOX 25726  
 ALBUQUERQUE, NM 87125  
 PHONE (505) 884-1553  
 FAX (505) 884-1558

Santa Fe Judicial Complex **RFQ # 013**

0014892	5/27/11	1
Expiration Date		6/26/11
Revised Date		5/27/11
Bid Due Date		5/27/11

**Quoted To Customer**  
 MILLER BONDED INC  
 4538 MCLEOD N E  
 ALBUQUERQUE, NM 87109-2219  
  
 Phone (505) 881-0220  
 Fax (505) 881-0867

**Quoted By**  
 Greg Hoffman  
 ghoffman@winnelson.com  
 (505) 884-1553

Customer	Quoted To	Salesperson	POB Point
001091	Greg Hoffman	GREGORY HOFFMAN	Source

Line	Qty	Description	Unit Price	UOM	Extended Price
3.0	1	P1B WATER CLOSET FLOOR MTD; FLOOR OUTLET 3043.001.020 WHT EL COMP BOWL OLD # = 100241400	89.8700	EA	89.87
4.0	1	WES-111 SLOAN MANUAL DUAL FV UPPERCUT DUAL FLUSH VALVE	129.0700	EA	129.07
5.0	1	AMFR500STSCCSS SEAT	25.4500	EA	25.45
6.0	1	007044 #1 BOL-WAX 90-214	2.2500	EA	2.25
<b>SUBTOTAL</b>					<b>246.64</b>
12.0	1	P1B ALTERNATE WATER CLOSET FLOOR MTD BACK OUTLET 3695.001.020 WHT EL COMP BOWL ADA BACK OUTLET	256.9500	EA	256.95
13.0	1	WES-111 SLOAN MANUAL DUAL FV UPPERCUT DUAL FLUSH VALVE	129.0700	EA	129.07
14.0	1	AMFR500STSCCSS SEAT	25.4500	EA	25.45
15.0	1	007044 #1 BOL-WAX 90-214	2.2500	EA	2.25
<b>SUBTOTAL</b>					<b>413.72</b>

GeoCode	Net Sales
320010020	Freight
	Tax
	Quotation Total

Cost Difference \$ 167.08 EA.  
 x 4  
 \$ 668.32

Revised PIB for RMs. 269, 270, 374 & 375

Rev HQ#013

**American Standard**

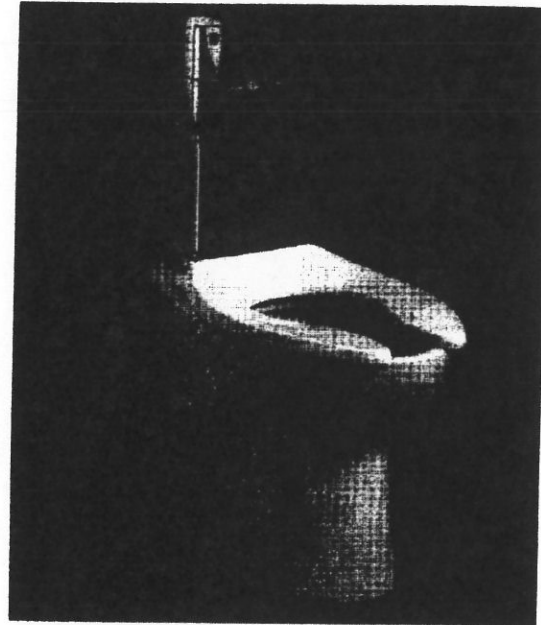
Style That Works Better

 BARRIER FREE

**PRIOLO® FloWise® 16-1/2" HEIGHT  
ELONGATED FLUSHOMETER TOILET**  
VITREOUS CHINA with EVERCLEAN®

**PRIOLO FloWise® 16-1/2" HEIGHT  
ELONGATED TOILET with EVERCLEAN®**

- Floor mount elongated rear outlet flushometer valve toilet
- Vitreous china
- High Efficiency, Low Consumption. Operates in the range of 1.1 gpf to 1.6 gpf (4.2 Lpf to 6.0 Lpf)
- Meets definition of HET (High Efficiency Toilet) when used with a high efficiency flush valve (1.28 gpf or 1.6 / 1.1 gpf dual flush)
- Permanent EverClean® surface inhibits the growth of stain- and odor-causing bacteria, mold, and mildew on the surface
- 16-1/2" rim height for accessible application
- Condensation channel
- Powerful direct-fed siphon jet action
- Fully glazed 2-1/8" trapway
- 1-1/2" inlet spud
- 2 bolt caps
- 100% factory flush tested



SEE REVERSE FOR ROUGHING-IN DIMENSIONS

- 3695.001** Elongated bowl only, top spud
- 3696.001** Elongated bowl only, top spud with slotted rim for bedpan holding (White only)
- 3697.001** Elongated bowl only, back spud

**Component Parts:**

- 047007-0070A** Inlet spud (furnished with bowl)
- 481310.XXX0A** Bolt caps with retainers (furnished with bowl)

**Nominal Dimensions:**

752 x 356 x 419mm  
(29-5/8" x 14" x 16-1/2")

Recommended working pressure—between  
25 psi at valve when flushing and 80 psi static

Fixture only, less seat and flushometer valve

**Compliance Certifications -**

**Meets or Exceeds the Following Specifications:**

- ASME A112.19.2-2008/CSA B45.1-08 for Vitreous China Fixtures

**To Be Specified:**

- Color:  White  Bone  Linen
- Seat:
  - American Standard #5901.110 Heavy duty open front less cover with EverClean® surface
  - American Standard #5905.110 Extra heavy duty open front less cover with EverClean® surface
- Alternative Seat:
- Flushometer Valve:
  - 1.6 gpf:
    - Sensor-Operated: American Standard Selectronic® DC Power #6065.161.002 (Top Spud)
    - Sensor-Operated: American Standard Selectronic® AC Power #6067.262.002 (Back Spud)
    - Manual: American Standard #6047.161.002 (Top Spud)
  - 1.28 gpf:
    - Sensor-Operated: American Standard Selectronic® DC Power #6065.121.002 (Top Spud)
    - Sensor-Operated: American Standard Selectronic® AC Power #6067.222.002 (Back Spud)
    - Manual: American Standard #6047.121.002 (Top Spud)
  - 1.6 / 1/1 gpf Dual Flush:
    - Sensor-Operated: American Standard Selectronic® DC Power #6065.761.002 (Top Spud)

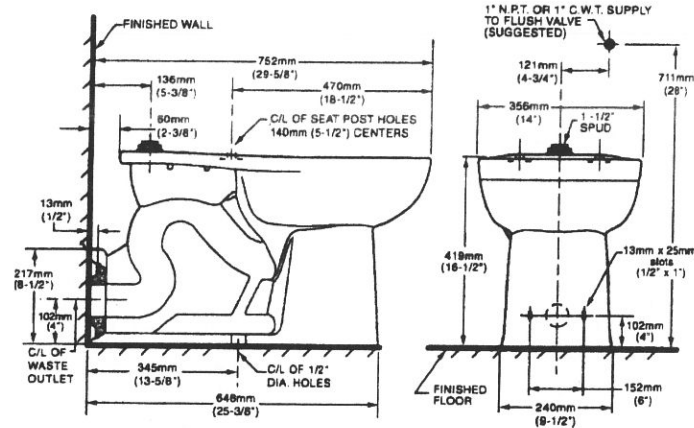


MEETS THE AMERICANS WITH DISABILITIES ACT GUIDELINES  
AND ANSI A117.1 REQUIREMENTS FOR ACCESSIBLE AND USABLE  
BUILDING FACILITIES - CHECK LOCAL CODES.

**EVERCLEAN®**  
Surface

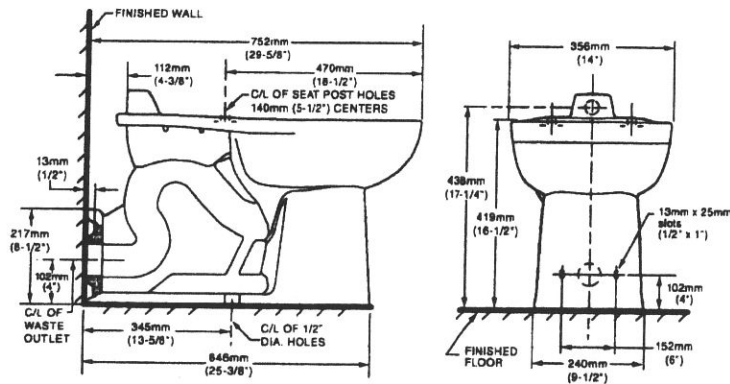


3695.001/3696.001



**DIMENSIONS (Nominal) NOTE:** Distance from floor to closet flange centerline (rough-in) must be 4" (102 mm) with flange surface flush to 1/16" (1.6mm) max. beyond finished wall.

3697.001



**DIMENSIONS (Nominal) NOTE:** Distance from floor to closet flange centerline (rough-in) must be 4" (102 mm) with flange surface flush to 1/16" (1.6mm) max. beyond finished wall.

**NOTES:**

PRODUCTS 3695 SHOWN, 3696 SAME AS EXCEPT WITH SLOTTED RIM FOR BED PAN HOLDING.  
TO COMPLY WITH AREA CODE GOVERNING THE HEIGHT OF VACUUM BREAKER ON THE FLUSHOMETER VALVE, THE PLUMBER MUST VERIFY DIMENSIONS SHOWN FOR SUPPLY ROUGHING.  
FLUSHOMETER VALVE NOT INCLUDED WITH FIXTURE AND MUST BE ORDERED SEPARATELY. FLUSHOMETER VALVE REQUIREMENTS FOR 12" (305MM) ROUGH-IN: SWEAT EXTENSION NIPPLE IS REQUIRED. REFER TO VALVE MANUFACTURER AND LOCAL CODES.

**IMPORTANT:** Dimensions of fixtures are nominal and may vary within the range of tolerances established by ANSI Standard A112.19.2. These measurements are subject to change or cancellation. No responsibility is assumed for use of superseded or voided pages.

# CHANGE ORDER REQUEST

Bradbury Stamm Construction, Inc.

No. 00023

TITLE: Door U08B to match Door U36A

BCBS #425-04

DATE: 7/5/2011

PROJECT: Judge Steve Herrera Judicial Complex


PROJECT #: 0813

TO: **Santa Fe County**  
Attn: Joseph Gutierrez  
P.O. Box 276  
Santa Fe, NM 87504-0276  
Phone: 505-992-9862 Fax: 505-992-9869

Item	Description	Quantity	Units	Unit Price	Net Amount	Profit/Overhead Amt.
00001	Stock-Revise Door U08B to match Door U36A. Door hardware for U36A is 074 per specification 87100 and attached RFQ No. 014. (Note: Please disregard RFI#079)	1.000		\$1,676.00	\$1,676.00	\$134.00
00002	Accurate Controls-Revise Door U08B to match Door U36A and to add card readers to both sides of the doorway. Also include Latch Bolt Monitoring and a Request to Exit Function per Sheet SE-100C and attached RFQ No. 014.	1.000		\$2,496.00	\$2,496.00	\$199.00
00003	Chaparral Electric-Provide power to Door U08B for monitoring purposes to match door U36A per RFQ-014.	1.000		\$1,440.00	\$1,440.00	\$115.00

**Total Unit Price: \$5,612.00**  
**Profit and Overhead: \$448.00**  
**NM GRT: \$0.00**  
**TOTAL CHANGE PROPOSAL: \$6,060.00**

## APPROVAL:

By: \_\_\_\_\_ By: \_\_\_\_\_ By:   
OWNER ARCHITECT GENERAL CONTRACTOR  
Date: \_\_\_\_\_ Date: \_\_\_\_\_ Date: 7/5/11



# **STOCK Building Supply**<sup>®</sup>

COMMERCIAL DOORS & HARDWARE DIVISION (505) 823-2206 PHONE • (505) 881-4353 FAX

5815 Edith Blvd. NE, Suite B • Albuquerque, N.M. 87107

## \*\*\* CHANGE ORDER PROPOSAL \*\*\*

**DATE:** 6/24/2011

**TO:** Bradbury Stamm

**ATTN:** Dan Lyons

**REF:** SF Judicial Complex  
Change door U08B to HW set 074

### DESCRIPTION OF CHANGES

QTY	ADD / DEDUCT	PRICE
	deduct hardware set 036 *****cost \$491 + 15%*****	-\$565.00
	**hinge, fire exit device, cyl, closer, kickplate,wall bumper, gasketing	
	add hardware set 074 *****cost \$1,949 + 15%*****	\$2,241.00
	**hinge, electric fire exit device, cyl housing, cyl, closer, kickplate, wall bumper, power xfer, power supply, gasketing	
TOTAL CHANGES		\$1,676.00

PLEASE PROVIDE US WITH A CHANGE ORDER OR SHOW ACKNOWLEDGEMENT AND ACCEPTANCE OF THIS CHANGE ORDER BY SIGNING THIS PROPOSAL AND RETURNING IT TO US. **NO WORK WILL PROCEED WITHOUT PROPER AUTHORIZATION**. ALL LEADTIMES BEGIN ONCE THE CHANGE ORDER IS APPROVED AND RECEIVED BY STOCK BUILDING SUPPLY.

ACCEPTED BY: \_\_\_\_\_

PRINT NAME & TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

P.O. OR SUBCONTRACT #: \_\_\_\_\_

JOBSITE ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THANK YOU,

Carlos Sanchez  
COMMERCIAL DOORS & HARDWARE DIVISION

June 28<sup>th</sup>, 2011

Tim Dingman  
 Bradbury Stamm Construction  
 7110 2<sup>nd</sup> Street Northwest  
 Albuquerque, NM 87107-6702  
 Phone: (505) 765-1200  
 Email: tdingman@bradburystamm.com

Judge Steven Herrera First Judicial Complex  
 Santa Fe, New Mexico



326 Blackburn St.  
 Ripon, WI 54971  
 920.748.6603  
 fax 920.748.9397

**RFP#14 Control of Door #U08B & (2) Proximity Readers**

The following is Accurate Controls' quotation to provide, install, terminate, program, and certify (2) additional proximity readers on either side of Door #U08B at the Judge Steven Herrera First Judicial Complex in Santa Fe, New Mexico, as well as provide for the control of that door (monitoring was included in our original contract). Please note that this quote also includes provision and installation of the additional wire / cable these devices require, as well as the dual reader board required to integrate (2) additional proximity readers into the card access system.

If you choose to accept this quotation, please send us written confirmation, and we will update our electronic security systems drawings accordingly. Please note that I have NOT included any additional trips to the facility, so this work must be performed within the confines of the overall project schedule as it pertains to the electronic security systems.

**Exclusions:**

The following items are NOT included in our quotation:

- 120V power distribution, generator power distribution, and / or uninterruptible power distribution.
- Conduit and raceway systems, installation, layout drawings, and / or pull strings (pull strings required if electronic security systems wire / cable installed in conduit).
- Supervision of electrical contractor during electronic security systems conduit / raceway and / or back box installation.
- Electronic locking hardware, door position switches, request-to-exit devices, and / or any other type of door hardware.
- Portable water facilities, toilet facilities, and / or dumpsters.
- Ladders, mechanical lifts, and / or any other type of lift equipment.
- New Mexico gross receipts taxes on labor and / or materials.
- Payment and / or performance bonding costs.

**Price Quotation:**

**Total Lot Quotation (RFP#14 Door #U08B Reader / Control Additions) = \$2,495.55**

*\*Price does NOT include NM gross receipts taxes on labor and / or materials*

*\*Price does NOT include payment and / or performance bonding costs*

*\*Price DOES include prevailing wage rates*

**Warranty:**

Accurate Controls, Inc. shall guarantee our hardware and engineering to be free from defects for a period of (1) year. We shall replace defective material in a timely manner after diagnosis. Accurate Controls, Inc. will not replace or warrant hardware which is damaged due to negligence, acts of God, or vandalism. Accurate Controls, Inc. does not provide or diagnose problems associated with door position switches or lock adjustment issues without additional reimbursement. The specifications and authorities having jurisdiction require validation of the electronics for this facility. To facilitate testing, control room and equipment room construction should be completed as early as possible, with control rooms and equipment rooms being clean, painted, and environmentally controlled prior to installation of the electronic security systems equipment.

**Summary:**

Accurate Controls, Inc. is a national UL508A integrator of the preceding equipment with all of our project managers, technicians, and engineers being factory authorized. I trust that this gives you a good indication as to what Accurate Controls, Inc. will provide to you. If you have any questions, comments, or suggestions, please feel free to contact me anytime using the information listed below.

Respectfully,

Matt Zimmerman  
Project Management & Estimation  
[mzimmerman@accuratecontrols.com](mailto:mzimmerman@accuratecontrols.com)  
Phone: (920) 748-6603 Ext. 231  
Fax: (920) 748-9397



326 Blackburn St.  
Ripon, WI 54971

920.748.6603  
fax 920.748.9397



# QUOTE

## CHAPARRAL ELECTRIC CONTRACTORS INC

602 McKnight NW  
 Albuquerque, NM 87102  
 Tel: 505-242-1783  
 E-mail: rcl@chaparral-electric.com

Reference **BS**  
 File # 1460  
 Job date: Jun. 30, 2011  
 Job status: Pending  
 Customer Ref. # Herrera  
 Resource:  
 Page number: 1

Billing address:

Site address:

### Bradbury Stamm Construction

Attn: Dan Lyons  
 7710 2nd Street NW  
 Albuquerque, NM 87107

### Judge Herrera Judicial Complex

Attn: Dan Lyons  
 Montezuma  
 Santa Fe, NM

### Work Description

Judge Herrera RFP #009: Power to door U08B for monitoring purposes to match door U36A per RFQ-014:

Item Description	Qty	Price	U	Mat \$
3/4" CONDUIT - EMT	20	57.96	C	11.59
3/4" CONN COMP STL - EMT	10	62.10	C	6.21
3/4" LOCKNUT - STEEL	6	24.84	C	1.49
1/2 OR 3/4" SNAP CLOSE CLIP - SIDE MNT TO MTL STUD SUPPORT	4	117.30	C	4.69
3/4" CONDUIT - PVC40	360	40.02	C	144.07
1" ADAPTER MALE - PVC	6	37.26	C	2.24
PVC CEMENT STANDARD (1-QUART)	1	11.18	E	11.18
4x 1 1/2" SQ BOX COMB KO	5	227.70	C	11.39
4" SQ 1G PLSTR RING 5/8" RISE	5	110.40	C	5.52

**Total**

**\$198.38**

### Summary

	Total (\$)
Subtotal Material	198.38
Material Markup (@ 10.000 %)	19.84
Journeyman	804.54
Labor Burden (@ 38.000 %)	305.73
Labor Markup (@ 10.000 %)	111.03

**Total**

**\$1,439.52**

### Terms

Payment is due upon completion of the Work, or as otherwise expressed provided for. THE PURCHASE PRICE IS VALID FOR 30 DAYS, and may be withdrawn if not accepted by such time or if the time frame for the Work is extended.

This proposal becomes a binding contract when signed below. Upon signing name client authorizes Chaparral to perform the Work and furnish all materials and labor required in connection therewith as described in Exhibit A and (b) agrees to pay the Purchase Price according to the terms and conditions described in Exhibit A. Any amounts not paid when due will be subject to a late fee of 1 1/2 % per month or partial month until paid and client agrees to pay all of Chaparral's costs of collection, including attorneys' fees, in



**CHAPARRAL ELECTRIC CONTRACTORS INC**

602 McKnight NW  
Albuquerque, NM 87102

Reference **BS**  
File# 1460  
Page number: 2

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**Terms**

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the event Chaparral has to pursue collection of the Purchase Price.

All materials to be "as specified" and subject to any exclusions or conditions set forth in Exhibit A. All Work to be completed in a workman-like manner according to standard practices. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED. Any alteration or deviation from the stated specifications involving extra costs will be commenced only upon written change orders signed by client, and will become an extra charge over and above the Purchase Price, and may extend the time for performance. The completion date for the Work will be as specified, or within a reasonable time if not specified and will be subject to extension in the event of strikes, accidents, non-availability of materials or acts of force majeure. The person signing for client has full power and authority to enter into this contract. Client shall carry appropriate casualty insurance. This written proposal is the entire agreement between the parties concerning the matters stated herein and there are no other agreements or understandings. This contract may not be modified except by written modification signed by both parties.

<b>Rep. Name:</b> _____
<b>Date:</b> _____
<b>Signature:</b> _____
I hereby propose the above described work.

<b>Client Name:</b> _____
<b>Date:</b> _____
<b>Signature:</b> _____
I authorize Chaparral Electric Contractor, Inc. to perform the above stated work.



# CHANGE ORDER REQUEST

Bradbury Stamm Construction, Inc.

No. 00024

TITLE: RFQ 009-Cistern Revisions-Partial

DATE: 7/13/2011

PROJECT: Judge Steve Herrera Judicial Complex

PROJECT #: 0813

TO: Santa Fe County  
Attn: Joseph Gutierrez  
P.O. Box 276  
Santa Fe, NM 87504-0276  
Phone: 505-992-9862 Fax: 505-992-9869

Item	Description	Quantity	Units	Unit Price	Net Amount	Profit/Overhead Amt.
00002	Furnish labor and material necessary for the modifications to the cistern per Request for Quote from NCA Architects dated 5/25/11.	1.000		\$6,515.00	\$6,515.00	\$260.00
00003	Furnish labor and material necessary for the plumbing revisions for the cistern per Request for Quote from NCA Architects dated 5/25/11.	1.000		\$27,388.00	\$27,388.00	\$1,095.00
00004	Furnish labor and material necessary for the electrical revisions for the cistern per Request for Quote from NCA Architects dated 5/25/11.	1.000		\$9,391.00	\$9,391.00	\$375.00

Total Unit Price: \$43,294.00  
Profit and Overhead: \$1,730.00  
BOND: \$194.00

**TOTAL CHANGE PROPOSAL: \$45,218.00**

**APPROVAL:**

By: \_\_\_\_\_ By: [Signature] By: [Signature]  
OWNER ARCHITECT GENERAL CONTRACTOR  
Date: \_\_\_\_\_ Date: 7-15-11 Date: 7/14/11



# Change Proposal

**Project:** SANTA FE JUDICIAL COMPLX

**Job #:** 3572

**To:** Dan Lyons  
BRADBURY STAMM  
P.O. BOX 10850 7110 2nd Street NW  
ALBUQUERQUE, NM 87184-0850  
(505) 765-1200

**Change Proposal#:** 34

**Owner CP:**

**Reference:** Partial RFP#00012

**Date Issued:** 06/10/2011

**Date Printed:** 07/12/2011

**Section:**

**RE:** Cistern Revisions/XERXES

**Respond By:** 06/17/2011

**Requested By:**

**Scope of Work:**

As per the information contained within the above referenced document MBI will incur additional costs to have a 3" PVC vent, 12" overflow and 2ea, 4" NPT taps installed on the Rainwater Cistern.

The remainder of pricing for this work has been submitted under a separate cover.

Per your email instruction we have proceeded with this work.

Please call if you have any questions.

7-12-11

This work is now complete. Actual cost for the Cistern Revisions is attached.

**Total Proposed Amount:**

\$6,515.00

The Contract time Will be extended by: 0 days

*NOTE: All exclusions per the original contract are applicable to this change proposal. We will not proceed with this work without written authorization. Please indicate your approval by returning a change order for the work specified or sign below and fax this form back to our office. This Proposal may be withdrawn by us if not accepted with 15 days.*

Sincerely,

**Accepted by** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Distribution:** file



**miller bonded**  
MECHANICAL

# CHANGE PROPOSAL

4538 McLeod, N.E. Albuquerque, N.M. 87109-2219 Phone (505) 881-0220 Fax (505) 881-0867

N.M. Contractor's License 8201

<b>Project Name</b>	<b>SH Judicial Complex</b>			<b>Date</b>	<b>5/27/11</b>
<b>RFP/CO #</b>	<b>Partial RFP #00012</b>				
<b>RFP/CO Desc.</b>	<b>Cistern Mods Only</b>				
<b>MBI Job #</b>	<b>3572</b>				
<b>MBI Bid #</b>	<b>14135</b>				
<b>Dept/Description</b>	<b>Hours</b>	<b>Rate</b>	<b>Subsistence</b>	<b>Subtotal</b>	<b>Totals</b>
<b>HVAC</b>					
Equipment				\$	-
Materials				\$	-
Labor	Field	0	\$ 62.00	\$ -	\$ -
	Field Supervision	0	\$ 68.00	\$ -	\$ -
	Material Handling	0	\$ 42.00	\$ -	\$ -
	Superintendent Supervision	0	\$ 75.00	\$ -	\$ -
	<b>Total Labor</b>			\$	-
<b>Mech/Pibg</b>					
Equipment				\$	-
Materials				\$	-
Labor	Field	0	\$ 62.00	\$ -	\$ -
	Field Supervision	4	\$ 68.00	\$ -	\$ 272
	Material Handling	0	\$ 42.00	\$ -	\$ -
	Superintendent Supervision	0	\$ 75.00	\$ -	\$ -
	<b>Total Labor</b>			\$	272
<b>Fabrication</b>					
Materials				\$	-
Labor	Shop	0	\$ 75.00	\$ -	\$ -
	Detailing (HVAC & Mech)	0	\$ 70.00	\$ -	\$ -
	Fab Processing	0	\$ 55.00	\$ -	\$ -
	Shop Supervision	0	\$ 75.00	\$ -	\$ -
	<b>Total Labor</b>			\$	-
<b>Subcontracts</b>					
	XERXES			\$	5,803
	XXXX			\$	-
	<b>Total</b>			\$	5,803
<b>Other</b>					
	XXXX			\$	-
	XXXX			\$	-
	XXXX			\$	-
	Permits			\$	-
	<b>Total</b>			\$	-
<b>Comments:</b>	<b>Total Direct Cost</b>			\$	6,075
	Markup on Subs	6.00%	\$	348	
	Markup-all but Subs	10.00%	\$	27	
	<b>Subtotal</b>			\$	6,450
	Bond	1.00%	\$	65	
	<b>Total</b>			\$	6,515.00



Approved by L.H.G.H.F. on 07/05/2011

**XERXES**<sup>®</sup>  
CORPORATION  
a subsidiary of ZCL Composites Inc.

Invoice

Invoice Date 6/27/2011	Page 1 of 1
Invoice Number PI2000271	

<b>Bill To:</b> Miller Bonded Inc 4538 McLeod Road NE Albuquerque, NM 87109 US	<b>Ship To:</b> Santa Fe Judicial Complex 225 Montezuma Santa Fe, NM 87501 US
---	--

RECEIVED

JUL 01 2011

MILLER BONDED INC.

PO Number 3572030032	Sales Person	Terms Net 30 Days	Ship Via Truck
Sales Order S020005637	Confirm Date 25/06/2011	Cust No. C2662682	Project contract F20284

Project	Item/Category	Description	Quantity/Hours	Unit Price	Amount
F20284	112581	FIELD SERVICE LABOR AND EXPENSES	1.00	4,263.50	4,263.50
F20284	112581	FIELD SERVICE MATERIALS AND FREIGHT CHARGES <small>FIELD SERVICE COMPLETED 6-16-11 TO PROVIDE AND INSTALL 2 4" FITTINGS, 3" PVC PIPE AND 12" PVC PIPE ON 1 10' DIAMETER 36,000 GALLON SINGLE WALL UNDERGROUND STORAGE TANK.</small>	1.00	1,539.72	1,539.72

Actual Cost.

<b>Remit To:</b> Xerxes Corporation NW5319 P.O. Box 1450 Minneapolis, MN 55485 US	<b>Sales Balance</b>	\$5,803.22
	<b>Sales Tax</b>	\$0.00
	<b>Total</b>	<b>\$5,803.22 USD</b>

Guy Jeffres

To: Del Hinkle  
Cc: Slobhan A. McCall; Dominic R. Romero  
Subject: FW: S.F. Judicial - Cistern - Tank Modifications Pricing  
FileOriginalEmail: O\_ID:=00000008D54317C88DD204B9AD986635637E8C2070014C99F61D8B44743BB85F1FAB920175B0000021FD8600007EA1F347C19A604D9E3BC3F08E9ED  
Del, We have an approval to proceed based upon your attached quote. Place the two added 4" NPT fittings inbetween K & C (on your drawing) with a rib space inbetween coming from the "C" side.

We would like for you to schedule the work the week of June 20, 2011. Let us know what you can do with that time frame.

Slobhan will be getting you a P.O. within the next 24 hours with the site address and contact information.

Thank you.

From: Dan Lyons [mailto:DLyons@bradburystamm.com]  
Sent: Wednesday, June 08, 2011 1:48 PM  
To: Guy Jeffres  
Cc: Eloy Apodaca  
Subject: FW: S.F. Judicial - Cistern - Tank Modifications Pricing

Dear Guy,  
Please proceed with scheduling Xerxes for the cistern modifications, week of June 20<sup>th</sup>, if possible. Estimate has been sent to Owner and Architect and has been approved on a T&M basis.  
Please contact me with any questions or if you need anything else from me at this time.  
Sincerely,  
Dan

Dan Lyons, LEED AP | Sr. Project Manager  
BRADBURY STAMM CONSTRUCTION...since 1923  
Main: 505.765.1200 | Fax: 505.842.5419  
Direct: 505.988.8918 | Cell: 505.681.4312

From: Sherry Keefe [mailto:skeefe@geraldmartin.com]  
Sent: Wednesday, June 08, 2011 11:08 AM  
To: Myron Saldyt; Dan Lyons  
Cc: John Layman; Joseph Gutierrez; Robert Martinez  
Subject: RE: S.F. Judicial - Cistern - Tank Modifications Pricing

Dan—  
Please proceed. I understand this portion will be billed on a T&M basis.

Sherry Keefe  
Gerald A. Martin, Ltd.  
Phone 605-823-6810

From: Myron Saldyt [mailto:msaldyt@nca-architects.com]  
Sent: Wednesday, June 08, 2011 11:04 AM  
To: Dan Lyons; Sherry Keefe  
Cc: John Layman  
Subject: RE: S.F. Judicial - Cistern - Tank Modifications Pricing

Dan,  
The breakdown looks acceptable to me.  
Thanks,  
Myron

From: Dan Lyons [mailto:DLyons@bradburystamm.com]  
Sent: Wednesday, June 08, 2011 10:58 AM  
To: Sherry Keefe; Myron Saldyt  
Cc: John Layman  
Subject: S.F. Judicial - Cistern - Tank Modifications Pricing

Dear Sherry, Myron,  
I am still hopeful that I will have all pricing today for all revisions associated with the cistern, but I do want you to review the attached which is a T&M estimate from Xerxes to do the modifications to the tank itself. Xerxes currently has an opening the week of the 20<sup>th</sup> that they could come out to do the modifications. Xerxes will only do the modifications on a T&M basis, but they feel this estimate is enough to cover the costs. Please review the estimate rates and contact me with any questions or comments.  
After review, I would like to get approval to proceed with tank modifications on a T&M basis.  
Thanks,  
Dan

Dan Lyons, LEED AP | Sr. Project Manager  
Bradbury Stamm Construction...since 1923  
Main: 505.765.1200 | Fax: 505.842.5419  
Direct: 505.988.8918 | Cell: 505.681.4312

06/08/2011

**XERXES® CORPORATION**  
**FIELD SERVICE TERMS AND CONDITIONS**

1. **The Contract:** This document confirms Xerxes Corporation's ("Xerxes") contract to provide field services ("Work"). This document, together with any exhibits or other documents which Xerxes has attached hereto (collectively, the "Contract"), shall constitute the sole and complete agreement between the parties concerning the Work provided by Xerxes. This Contract is restricted exclusively to terms and conditions stated herein. Xerxes objects to and rejects any additional or different terms in any document previously or hereafter received from the customer named on the front of this document ("Customer"). In the event any other documents conflict with this Contract, this Contract shall govern. No addition to, modification, or waiver of, any provision hereof shall be binding against Xerxes unless set forth in writing and signed by a duly authorized representative of Xerxes.
2. **Purchase Price:**
  - (a) The price shall be as stated in this Contract. Any addition or modification hereto shall be in writing and charged to Customer at Xerxes' prevailing rates. Typographical errors or other errors in the stated price are subject to correction. Customer is solely responsible for all taxes, fees, and permits relating to the Work and upon notice will promptly reimburse Xerxes therefore.
  - (b) Unless otherwise stated herein, payment terms are net thirty (30) days. Any amounts not paid when due are subject to a late payment fee computed daily at the lesser rate of one and one-half percent (1-1/2 %) per month, or the maximum rate permitted under applicable law.
3. **Changes in Scope of Work:** The scope of Work is as stated in this Contract. No alterations, additions or omissions in the Work shall be accepted unless confirmed by written change order.
4. **Shipment:** Unless otherwise stated herein, all shipments of parts or materials are F.O.B. Xerxes' facility and Customer shall be responsible for all shipping and insurance costs. Xerxes shall select the carrier and provide such carrier with reasonable shipping instructions; however, such carrier shall be deemed Customer's agent for all purposes. Delivery to any carrier shall constitute delivery to Customer, and title and risk of loss shall pass to Customer when the parts or materials are so delivered. In no event shall Xerxes be liable for lost profits or any other incidental, consequential, punitive or other damages of any description.
5. **Insecurity or Default:** If, in Xerxes' sole judgment, Customer's financial condition or other circumstances cause Xerxes to be insecure with respect to Customer's performance of any obligation or duty under this Contract, Xerxes may: a) cancel this Contract, b) revoke or change any terms of credit previously granted, c) suspend the Work, or any other performance until Customer makes payment in full with respect thereto or provides other adequate assurance of performance, d) exercise any other rights provided by law. In the event of a default hereunder by Customer, Customer shall reimburse Xerxes for all damages suffered and costs incurred as a result of Customer's default including, but not limited to, all collection costs and reasonable attorney's fees.
6. **Force Majeure:** Xerxes shall not be in breach of this Contract or be liable to Customer or any other person in any manner on account of any delay in performance caused in whole or in part by, or otherwise materially related to, the occurrence of any contingency beyond Xerxes' reasonable control, including, without limitation, any act of God, fire, flood, earthquake, war, terrorism, strikes, equipment breakdowns, transportation delays, shortage of or inability to secure labor, fuel, materials or supplies at reasonable prices or from regular sources, any existing or future laws or regulations which affect the conduct of Xerxes' business, or any other cause or causes, whether or not similar in nature to those herein before specified beyond Xerxes' control.
7. **Indemnity:** Customer shall remain solely responsible for product installation and maintenance in accordance with Xerxes' published specifications, installation instructions, operating guidelines, and all applicable laws and regulations. Customer agrees to hold harmless, indemnify, and defend Xerxes from and against any claims, liability, damages, or expenses incurred by Xerxes, including reasonable attorney's fees and costs, as the result of Customer's failure to follow such specifications, instructions, guidelines, laws or regulations.
8. **Cancellation:** Customer may be subject to a cancellation and restocking charge of up to 100% of the Customer's Order if Customer cancels the Order.
9. **Severability:** If any provision of this Contract is held to be unenforceable by the final order of any court of competent jurisdiction, such provision shall be severed herefrom and shall not affect the interpretation or enforceability of the remaining provisions hereof.
10. **Governing Law:** This Contract shall be deemed to have been made and governed by the laws of the State of Minnesota. Any dispute hereunder shall be brought in the state or federal courts of the State of Minnesota, and the Customer agrees to the personal jurisdiction of such courts.
11. **Assignment:** Xerxes may assign the Work, its rights or obligations or any sum that may accrue to Xerxes herein without the prior written consent of Customer.
12. **Limited Warranty and Disclaimer:** Xerxes' warranty, which applies to the Work hereunder, is available upon request and the terms thereof are incorporated herein by reference (the "Limited Warranty"). Xerxes' Limited Warranty constitutes Xerxes' only warranty or representation, express or implied, with respect to the Work or any service, advice or consultation, if any, furnished to the Customer by Xerxes or its representatives. Any goods used in the Work ("Goods") are subject exclusively to the warranty provided by the manufacturer of the Goods.

**XERXES EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE WORK OR GOODS. THE SELLER (XERXES) UNDERTAKES NO RESPONSIBILITY FOR THE QUALITY OF THE GOODS, EXCEPT AS OTHERWISE PROVIDED IN THIS CONTRACT. THE SELLER (XERXES) ASSUMES NO RESPONSIBILITY THAT THE GOODS WILL BE FIT FOR ANY PARTICULAR PURPOSE FOR WHICH YOU (OWNER) MAY BE BUYING THESE GOODS, EXCEPT AS OTHERWISE PROVIDED IN THE CONTRACT. THE REMEDIES SET FORTH IN THE LIMITED WARRANTY ARE THE ONLY REMEDIES AVAILABLE TO ANY PERSON OR ENTITY FOR ANY CLAIM RELATING IN ANY MANNER TO THE WORK. UNDER NO CIRCUMSTANCES SHALL XERXES BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES OF ANY DESCRIPTION RELATING TO THE WORK. IN NO EVENT SHALL XERXES' TOTAL LIABILITY FOR ANY AND ALL CLAIMS RELATING TO THE WORK OR GOODS HEREUNDER EXCEED THE ORIGINAL PURCHASE PRICE OF THE WORK OR GOODS TO WHICH SUCH LIABILITIES ACTUALLY OR ALLEGEDLY RELATE.**
13. **Consumer Notice:** This warranty gives you (Owner) specific legal rights. You (Owner) may also have other rights which vary from state to state.





# Change Proposal

**Project:** SANTA FE JUDICIAL COMPLX

**Job #:** 3572

**To:** Dan Lyons  
BRADBURY STAMM  
P.O. BOX 10850 7110 2nd Street NW  
ALBUQUERQUE, NM 87184-0850  
(505) 765-1200

**Change Proposal#:** 32  
**Owner CP:**  
**Reference:** RFP #000012  
**Date Issued:** 05/27/2011  
**Date Printed:** 06/21/2011  
**Section:**  
**Respond By:** 06/03/2011

**RE:** Cistern Revisions

**Requested By:**

---

**Scope of Work:**

As per the information contained within the above referenced document MBI will incur additional costs to make the required modifications to the cistern irrigation system. Included is labor and materials to run the new 12" cast iron overflow to the SP-6 manhole, link-seal thru the stem wall, core drill the manhole lid, hangers and attachments for the 12" cast iron pipe, connect and run out the 3" vent to a gooseneck in the planter area and 80' of storm drain to the manhole as shown. We have credited one of the 1-1/2" irrigation supply lines with insulation and the Cistern piping additions have been submitted under a separate cover. Attached please find the worksheet and back-up materials. Please call if you have any questions.

---

**Total Proposed Amount:** \$27,388.00

The Contract time Will be extended by: 0 days

*NOTE: All exclusions per the original contract are applicable to this change proposal. We will not proceed with this work without written authorization. Please indicate your approval by returning a change order for the work specified or sign below and fax this form back to our office. This Proposal may be withdrawn by us if not accepted with 15 days.*

Sincerely,   
Guy Jeffries

**Accepted by** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Distribution:** file



**miller bonded**  
MECHANICAL

# CHANGE PROPOSAL

4538 McLeod, N.E. Albuquerque, N.M. 87109-2219 Phone (505) 881-0220 Fax (505) 881-0867 N.M. Contractor's License 8201

<b>Project Name</b>	<b>SH Judicial Complex</b>		<b>Date</b>	<b>6/8/11</b>	
<b>RFP/CO #</b>	<b>RFP#00012</b>				
<b>RFP/CO Desc.</b>	<b>Cistern Revisions</b>				
<b>MBI Job #</b>	<b>3572</b>				
<b>MBI Bid #</b>	<b>14122</b>				
<b>Dept/Description</b>	<b>Hours</b>	<b>Rate</b>	<b>Subsistence</b>	<b>Subtotal</b>	<b>Totals</b>
<b>HVAC</b>					
Equipment				\$	-
Materials				\$	-
Labor	Field	0	\$ 62.00	\$ -	\$ -
	Field Supervision	0	\$ 68.00	\$ -	\$ -
	Material Handling	0	\$ 42.00	\$ -	\$ -
	Superintendent Supervision	0	\$ 75.00	\$ -	\$ -
	<b>Total Labor</b>			\$	-
<b>Mech/Pibg</b>					
Equipment				\$	-
Materials				\$	6,357
Labor	Field	139	\$ 62.00	\$ -	\$ 8,618
	Field Supervision	14	\$ 68.00	\$ -	\$ 952
	Material Handling	7	\$ 42.00	\$ -	\$ 294
	Superintendent Supervision	7	\$ 75.00	\$ -	\$ 525
	<b>Total Labor</b>			\$	10,389
<b>Fabrication</b>					
Materials				\$	-
Labor	Shop	0	\$ 75.00	\$ -	\$ -
	Detailing (HVAC & Mech)	10	\$ 70.00	\$ -	\$ 700
	Fab Processing	0	\$ 55.00	\$ -	\$ -
	Shop Supervision	0	\$ 75.00	\$ -	\$ -
	<b>Total Labor</b>			\$	700
<b>Subcontracts</b>					
A/C Insulation				\$	(678)
Tilt Const.				\$	5,792
XXXX				\$	-
	<b>Total</b>			\$	5,114
<b>Other</b>					
Equipment Rental				\$	278
XXXX				\$	-
XXXX				\$	-
Permits				\$	-
	<b>Total</b>			\$	278
<b>Comments:</b>	<b>Total Direct Cost</b>			\$	24,838
	Markup on Subs	6.00%	\$	307	
	Markup-all but Subs	10.00%	\$	1,972	
	<b>Subtotal</b>		\$	27,117	
	Bond	1.00%	\$	271	
	<b>Total</b>		\$	27,388.00	

### Final Estimate Summary

Project Name: **SF Judicial Complex COs**  
 Bid I.D.: **SFJudicial1**  
 Filter: **TrackIn** Filter: **Tracking: CP 32 Credit;**

Date: **06/17/2011**  
 Time: **1:18 PM**  
 Alternate: **BaseBid**

**Materials and Equipment**

	<i>AutoBid Generated</i>	<i>Add/Cut</i>	<i>Revised</i>
Pipe, Fittings, Valves, Hangers, Misc. Steel	\$ 1,610	\$ -	\$ 1,610
Equipment	\$ -	\$ -	\$ -
Specialties	\$ -	\$ -	\$ -
Fixtures	\$ -	\$ -	\$ -
Miscellaneous Consumables	\$ 34	\$ -	\$ 34
Additional Materials	\$ 64	\$ -	\$ 64
Contingency 4%		\$ -	\$ -
Testing Materials 1%		\$ -	\$ -
<b>Materials and Equipment Totals</b>	<b>\$ 1,708</b>	<b>\$ -</b>	<b>\$ 1,708</b>

Material Total	\$ 1,708	\$ -	\$ 1,708
Equipment Total	\$ -	\$ -	\$ -

**Labor**

----- *AutoBid Generated* -----

	Hours
Pipe, Fittings, Valves, Hangers, Misc. Steel	22
Equipment	-
Specialties	-
Fixtures	-
Excavation (from Excavation Wroksheet)	<input type="text"/>
Miscellaneous	-
Additional Labor	1
QP Assembly Labor	-
<b>Field Labor Sub Total</b>	<b>23</b>
<b>Pipe Detailing Sub Total</b>	<input type="text"/>
<b>Labor Total:</b>	<b>23</b>

Subcontractors	Trade	Company	AutoBid Generated	Add/Cut	Revised
Commissioning			\$ -	\$ -	\$ -
Controls and/or Automation			\$ -	\$ -	\$ -
Crane			\$ -	\$ -	\$ -
Fire Protection			\$ -	\$ -	\$ -
Insulation		AIC	\$ -	\$ 678	\$ 678
Roofer			\$ -	\$ -	\$ -
Test & Balance			\$ -	\$ -	\$ -
Excavation			\$ -	\$ -	\$ -
Utilities			\$ -	\$ -	\$ -
Water Treatment			\$ -	\$ -	\$ -
General Construction			\$ -	\$ -	\$ -
Electrical			\$ -	\$ -	\$ -
Other Subs			\$ -	\$ -	\$ -
Plug Subcontractors			\$ -	\$ -	\$ -
User Added Business Types			\$ -	\$ -	\$ -
<b>Total Subcontractors</b>			\$ -	\$ 678	\$ 678

Other	Cost	Material	Labor
Permits	\$ -		
Depository Fee	\$ -		
Bond	\$ -		
Extended Warranty	\$ -		
Equipment Rental	\$ -		
Freight (Additional)	\$ -		
Safety	\$ -		
Specialty Tools	\$ -		
Subsistence	\$ -		
Truck Expense	\$ -		
Additional Training	\$ -	\$ -	0
Dechlorination	\$ -	\$ -	0
Siesmic/Vibration	\$ -	\$ -	0
Labels 1%	\$ -	\$ 16.00	0
Testing 3%	\$ -	\$ 48.00	1
	\$ -	\$ -	0
	\$ -	\$ -	0
	\$ -	\$ -	0
	\$ -	\$ -	0
	\$ -	\$ -	0
	\$ -	\$ -	0
	\$ -	\$ -	0
<b>Other Total</b>	<b>Cost \$ -</b>	<b>Material \$ 64.00</b>	<b>Labor 1</b>


Mechanical Summary For Bid Worksheet							
Equipment	\$ -	Material	\$ 1,708	Subs	\$ 678	Other	\$ -

Mech Field 23.40 hrs  
 Detailing 0.00 hrs



**Change-Order**

**Project Name:** SF Judicial Complex COs  
**Bid ID:** SFJudicial1  
**Report Date:** 06/02/2011  
**Time:** 1:04:04PM  
**Profile Name:** Standard  
**Labor Book:** MBI-Labor  
**Scoped By:** Base Bid; Tracking: CP 32 Credit;



## Change-Order

There were 2 calculation messages.

Project Name: SF Judicial Complex COs

Bid ID: SFJudicial1

Data Calculated: 06/02/2011 1:02:03 PM

Base Bid; Tracking: CP 32 Credit;

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Date: 06/02/2011

Time: 1:04:04PM

### Pipe

#### Copper - Type L - 95/5

Material Multiplier: 1-multiplier - This gives me a list price multiplier : 1.00

Item	Size	Quantity	Price	Mat. Cost	Unit Lab.Hr	Total Hrs
Hard Tube						
	1-1/2	225	6.57	1,478	0.01	2
<b>Copper - Type L - 95/5 Totals:</b>						
		<u>225</u>		<u>1,478</u>		<u>2</u>
<b>Pipe Totals:</b>						
		<u>225</u>		<u>1,478</u>		<u>2</u>

### Fittings

#### Copper - Pressure - 95/5

Material Multiplier: .35 W - Nibco WROT - 0603 : 0.37

Item	Size	Quantity	Price	Mat. Cost	Unit Lab.Hr	Total Hrs
90 Deg Elbow						
	1-1/2	4	20.89	30	0.00	0
Cap						
	1-1/2	1	7.21	3	0.00	0
Coupling						
	1-1/2	8	8.16	24	0.00	0
<b>Copper - Pressure - 95/5 Totals:</b>						
		<u>13</u>		<u>57</u>		<u>0</u>
<b>Fittings Totals:</b>						
		<u>13</u>		<u>57</u>		<u>0</u>

### Hanger Components

#### - Beam Clamps -

Material Multiplier: 1-multiplier - This gives me a list price multiplier : 1.00

Item	Size	Quantity	Price	Mat. Cost	Unit Lab.Hr	Total Hrs
Fig 93 Clamp						
	3/8	23	2.10	48	0.00	0
<b>- Beam Clamps - Totals:</b>						
		<u>23</u>		<u>48</u>		<u>0</u>

#### - Clips & Rings -

Material Multiplier: 1413 - MICHIGAN SWIVEL RING HANGERS : 0.29

Item	Size	Quantity	Price	Mat. Cost	Unit Lab.Hr	Total Hrs
Fig CT69 Swivl CU						
	1-1/2	23	1.89	13	0.00	0

## Change-Order

There were 2 calculation messages.

Project Name: SF Judicial Complex COs

Bid ID: SFJudicial1

Data Calculated: 06/02/2011 1:02:03 PM

Base Bid; Tracking: CP 32 Credit;

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Date: 06/02/2011

Time: 1:04:04PM

### Hanger Components

- Clips & Rings - Totals:

23	13	0
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**- Rods -**

Material Multiplier: 1467 - ALL THREAD ROD - CARBON : 1.00

Item	Size	Quantity	Price	Mat. Cost	Unit Lab.Hr	Total Hrs
Althread - Galv	3/8	46	0.24	11	0.00	0

- Rods - Totals:

46	11	0
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**Hanger Components Totals:**

92	72	0
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### Labor

**Hangers**

Item	Size	Quantity	Price	Mat. Cost	Unit Lab.Hr	Total Hrs
Clevis Hanger(HgrItem IBm&Tr HgRodBC)	1-1/2	23	0.00	0	0.50	12

Hangers Totals:

23	0	12
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**Joints**

Item	Size	Quantity	Price	Mat. Cost	Unit Lab.Hr	Total Hrs
1 Joint(Joints CU TypeL)	1-1/2	25	0.00	0	0.34	8

Joints Totals:

25	0	8
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**Labor Totals:**

48	0	20
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### Misc. Consumables

**- Copper Joints Emory Cloth -**

Material Multiplier: XNET - Net Material Price : 1.00

Item	Size	Quantity	Price	Mat. Cost	Unit Lab.Hr	Total Hrs
Emory Cloth	Emory Cloth	1	0.10	0	0.00	0

## Change-Order

There were 2 calculation messages.

Project Name: SF Judicial Complex COs

Bid ID: SFJudicial1

Data Calculated: 06/02/2011 1:02:03 PM

Base Bid; Tracking: CP 32 Credit;

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Date: 06/02/2011

Time: 1:04:04PM

### Misc. Consumables

#### - Copper Joints Emory Cloth - Totals:

1	0	0
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#### - Copper Joints Flux -

Material Multiplier: XNET - Net Material Price : 1.00

Item	Size	Quantity	Price	Mat. Cost	Unit Lab.Hr	Total Hrs
Flux	Sta-Brite Flux	1	3.55	2	0.00	0

#### - Copper Joints Flux - Totals:

1	2	0
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#### - Copper Joints Solder -

Material Multiplier: XNET - Net Material Price : 1.00

Item	Size	Quantity	Price	Mat. Cost	Unit Lab.Hr	Total Hrs
Solder	95/5	1	9.14	5	0.00	0

#### - Copper Joints Solder - Totals:

1	5	0
---	---	---

#### - Gases -

Material Multiplier: XNET - Net Material Price : 1.00

Item	Size	Quantity	Price	Mat. Cost	Unit Lab.Hr	Total Hrs
Gases	Propane	25	1.10	28	0.00	0

#### - Gases - Totals:

25	28	0
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#### Misc. Consumables Totals:

27	34	0
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### Misc. Steel Items

#### - Bolts,Nuts&Washers -

Material Multiplier: H0001D - Net Price Multiplier : 1.00

Item	Size	Quantity	Price	Mat. Cost	Unit Lab.Hr	Total Hrs
Washers- Galvanized	3/8	69	0.02	1	0.00	0

Material Multiplier: XNET - Net Material Price : 1.00

Item	Size	Quantity	Price	Mat. Cost	Unit Lab.Hr	Total Hrs
Nuts - Galvanized	3/8	92	0.02	2	0.00	0

## Change-Order

There were 2 calculation messages.

Project Name: SF Judicial Complex COs

Bid ID: SFJudicial1

Data Calculated: 06/02/2011 1:02:03 PM

Base Bid; Tracking: CP 32 Credit;

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Date: 06/02/2011

Time: 1:04:04PM

### Misc. Steel Items

- Bolts,Nuts&Washers - Totals:

	161	3	0
<b>Misc. Steel Items Totals:</b>	161	3	0

### Pipe Cut

#### Copper - Pipe Cut with Cutters - Cutters

Material Multiplier: 1-multiplier - This gives me a list price multiplier : 1.00

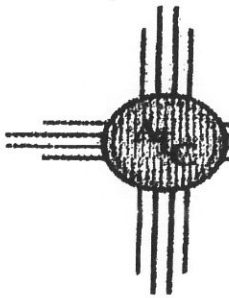
<u>Item</u>	<u>Size</u>	<u>Quantity</u>	<u>Price</u>	<u>Mat. Cost</u>	<u>Unit Lab.Hr</u>	<u>Total Hrs</u>
PIPE CUT						
	1-1/2	5	0.01	0	0.03	0

Copper - Pipe Cut with Cutters - Cutters Totals:

	5	0	0
<b>Pipe Cut Totals:</b>	5	0	0

	<u>Material Cost</u>	<u>Total Hrs.</u>
<b>Grand Totals</b>	<b>\$1,644</b>	<b>22</b>

Change Order Pricing Extensions



**Albuquerque Insulation Co. LLC**

PO Box 25871 • Albuquerque, NM 87125 • 505.243.5398 • Fax: 243-5381 • alcdlme@aol.com

Date: 6/2/2011  
 Attn: Luke  
 Project Name: Santa Fe Judicial Complex  
 Description: MBI # 32  
 Contractor: MBI

Labor

	Labor Hrs	Rate	Direct Labor Cost	Labor Burden 48%	Total Cost
Supervision	0	\$ 60.00	\$ -	\$ -	\$ -
Insulator	20	\$ 42.80	\$ 852.00	\$ 417.48	\$ 1,269.48
Job Site Laborer	0	\$ 21.00	\$ -	\$ -	\$ -
Delivery Laborer	0	\$ 21.00	\$ -	\$ -	\$ -
Shop Fabrication (metal)	0	\$ 39.00	\$ -	\$ -	\$ -
<b>Labor Subtotal:</b>					<b>\$ 1,269.48</b>

Materials

Units	Description	Cost	
80'	12" 1/2 pf	\$ 12.01 per foot	\$ 720.60
6 each	12" shields & Supports	\$ 10.40 each	\$ 62.40
4 each	12" fittings	\$ 26.70 each	\$ 106.80
			\$ -
<b>Material Subtotal:</b>			<b>\$ 889.80</b>

Misc. Costs

Per Diem		\$ -
Truck usage, freight or delivery fee	\$ 75.00 per day	\$ -
Company Owned Lifts	\$ 375.00 per day	\$ -
Fuel & Oil		\$ -
Misc. Sealer, Tacks, Glue, Brushes, Tap, Laps		\$ 107.96
Daily Consumables (Respirators, Gloves, Coveralls, Safety Glasses)		\$ 107.96
Material Supplier Fuel Sir Charge		\$ 44.49
<b>Misc. Subtotal</b>		<b>\$ 260.41</b>

Sub Contracts

Over Head On Subcontracts

Bond

Time Extension For Contract

Cost for work shown on new drawings:

Subtotal	\$	2,419.60
Overhead	%	241.96
Profit	%	266.16

Credit issued for work shown on original drawings: (1 1/2" Piping)

Total Additional Costs:

\$ (678.15)  
~~\$ 2,250.00~~

Notes:

If no decision on this proposal is made within 14 days of origination then this will become null and void. (if acceptable please sign & return)

### Final Estimate Summary

Project Name: **SF Judicial Complex COs**  
 Bid I.D.: **SFJudicial1**  
 Filter: TrackIn Filter: Tracking: CP 32 Add;

Date: 06/17/2011  
 Time: 1:17 PM  
 Alternate: BaseBid

**Materials and Equipment**

	AutoBid Generated	Add/Cut	Revised
Pipe, Fittings, Valves, Hangers, Misc. Steel	\$ 9,660	\$ -	\$ 9,660
Equipment	\$ -	\$ -	\$ -
Specialties	\$ -	\$ -	\$ -
Fixtures	\$ -	\$ -	\$ -
Miscellaneous Consumables	\$ 5	\$ -	\$ 5
Additional Materials	\$ 400	\$ -	\$ 400
Contingency 4%		\$ -	\$ -
Testing Materials 1%		\$ -	\$ -
<b>Materials and Equipment Totals</b>	<b>\$ 10,065</b>	<b>\$ -</b>	<b>\$ 10,065</b>

Material Total	\$ 10,065	\$ -	\$ 10,065
Equipment Total	\$ -	\$ -	\$ -

**Labor**

----- AutoBid Generated -----

	Hours
Pipe, Fittings, Valves, Hangers, Misc. Steel	126
Equipment	-
Specialties	-
Fixtures	-
Excavation (from Excavation Wroksheet)	28
Miscellaneous	-
Additional Labor	8
QP Assembly Labor	-
<b>Field Labor Sub Total</b>	<b>162</b>
<b>Pipe Detailing Sub Total</b>	<b>10</b>
<b>Labor Total:</b>	<b>172</b>

**Subcontractors**

Trade	Company	AutoBid Generated	Add/Cut	Revised
Commisioning		\$ -	\$ -	\$ -
Controls and/or Automation		\$ -	\$ -	\$ -
Crane		\$ -	\$ -	\$ -
Fire Protection		\$ -	\$ -	\$ -
Insulation		\$ -	\$ -	\$ -
Roofer		\$ -	\$ -	\$ -
Test & Balance		\$ -	\$ -	\$ -
Excavation		\$ -	\$ -	\$ -
Utilities	Tult	\$ -	\$ 5,792	\$ 5,792
Water Treatment		\$ -	\$ -	\$ -
General Construction		\$ -	\$ -	\$ -
Electrical		\$ -	\$ -	\$ -
Other Subs		\$ -	\$ -	\$ -
Plug Subcontractors		\$ -	\$ -	\$ -
User Added Business Types		\$ -	\$ -	\$ -
<b>Total Subcontractors</b>		\$ -	\$ 5,792	\$ 5,792

Other	Cost	Material	Labor
Permits	\$ -		
Depository Fee	\$ -		
Bond	\$ -		
Extended Warranty	\$ -		
Equipment Rental	\$ 278.00		
Freight (Additional)	\$ -		
Safety	\$ -		
Specialty Tools	\$ -		
Subsistence	\$ -		
Truck Expense	\$ -		
Additional Training	\$ -	\$ -	0
Dechlorination	\$ -	\$ -	0
Sismic/Vibration	\$ -	\$ -	0
Labels 1%	\$ -	\$ 100.00	2
Testing 3%	\$ -	\$ 300.00	6
	\$ -	\$ -	0
	\$ -	\$ -	0
	\$ -	\$ -	0
	\$ -	\$ -	0
	\$ -	\$ -	0
	\$ -	\$ -	0
	\$ -	\$ -	0
	\$ -	\$ -	0
<b>Other Total</b>	<b>Cost \$ 278.00</b>	<b>Material \$ 400.00</b>	<b>Labor 8</b>

Mechanical Summary For Bid Worksheet							
Equipment	\$ -	Material	\$ 10,065	Subs	\$ 6,792	Other	\$ 278

*-1208 = 8357*

*-678 = 5114*

Mech Field      162.34 hrs - 23 = 139 hrs  
 Detailing        10.00 hrs



## Change-Order

**Project Name:** SF Judicial Complex COs  
**Bid ID:** SFJudicial1  
**Report Date:** 06/17/2011  
**Time:** 1:13:56PM  
**Profile Name:** Standard  
**Labor Book:** MBI-Labor  
**Scoped By:** Base Bid; Tracking: CP 32 Add;

## Change-Order

There were 2 calculation messages.

Project Name: SF Judicial Complex COs

Bid ID: SFJudicial1

Data Calculated: 06/17/2011 1:13:44 PM

Base Bid; Tracking: CP 32 Add;

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Date: 06/17/2011

Time: 1:13:56PM

### Pipe

#### Cast Iron - Soil, No-Hub, - NoHub

Material Multiplier: 1-multiplier - This gives me a list price multiplier : 1.00

Item	Size	Quantity	Price	Mat. Cost	Unit Lab.Hr	Total Hrs
Pipe 10 ft NH						
	3	69	5.50	379	0.02	2
	12	53	55.47	2,917	0.10	5
<b>Cast Iron - Soil, No-Hub, - NoHub Totals:</b>						
		<u>121</u>		<u>3,295</u>		<u>7</u>

#### Cast Iron - Soil, SV,Hub & Spigot - Push

Material Multiplier: 1-multiplier - This gives me a list price multiplier : 1.00

Item	Size	Quantity	Price	Mat. Cost	Unit Lab.Hr	Total Hrs
10 ft Single Hub						
	12	46	46.22	2,126	0.07	3
<b>Cast Iron - Soil, SV,Hub &amp; Spigot - Push Totals:</b>						
		<u>46</u>		<u>2,126</u>		<u>3</u>
<b>Pipe Totals:</b>		<u>167</u>		<u>5,422</u>		<u>10</u>

### Fittings

#### Cast Iron - Soil, No-Hub, - NoHub

Material Multiplier: .2147 - IDEAL : 0.25

Item	Size	Quantity	Price	Mat. Cost	Unit Lab.Hr	Total Hrs
No-Hub Coupling						
	3	15	30.70	114	0.00	0
	12	12	274.50	814	0.00	0

Material Multiplier: .40 - Tyler-2021 : 0.43

Item	Size	Quantity	Price	Mat. Cost	Unit Lab.Hr	Total Hrs
1/4 Bend						
	3	7	17.90	54	0.00	0
	12	4	385.00	659	0.00	0
1/8 Bend						
	12	2	466.30	399	0.00	0
<b>Cast Iron - Soil, No-Hub, - NoHub Totals:</b>						
		<u>40</u>		<u>2,039</u>		<u>0</u>

#### Cast Iron - Soil, SV,Hub & Spigot - Push

Material Multiplier: .40 - Tyler-2021 : 0.43

Item	Size	Quantity	Price	Mat. Cost	Unit Lab.Hr	Total Hrs
1/4 Bend						
	12	4	446.90	765	0.00	0
1/8 Bend						

## Change-Order

There were 2 calculation messages.  
 Project Name: SF Judicial Complex COs  
 Bid ID: SFJudicial1  
 Data Calculated: 06/17/2011 1:13:44 PM  
 Base Bid; Tracking: CP 32 Add;

Page 3 of 6  
 Date: 06/17/2011  
 Time: 1:13:56PM

### Fittings

#### Cast Iron - Soil, SV, Hub & Spigot - Push

Material Multiplier: .40 - Tyler-2021 : 0.43

Item	Size	Quantity	Price	Mat. Cost	Unit Lab.Hr	Total Hrs
1/8 Bend						
	12	2	466.30	399	0.00	0

Material Multiplier: 1258 - SV & XH GASKETS TYLER : 0.41

Item	Size	Quantity	Price	Mat. Cost	Unit Lab.Hr	Total Hrs
Gasket - SV						
	12	13	68.10	363	0.00	0

Cast Iron - Soil, SV, Hub & Spigot - Push Totals:

19	1,527	0
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<b>Fittings Totals:</b>	<b>59</b>	<b>3,566</b>	<b>0</b>
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### Hanger Components

#### - Beam Clamps -

Material Multiplier: 1-multiplier - This gives me a list price multiplier : 1.00

Item	Size	Quantity	Price	Mat. Cost	Unit Lab.Hr	Total Hrs
Fig 93 Clamp						
	1/2	12	3.43	41	0.00	0

- Beam Clamps - Totals:

12	41	0
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#### - Clevis -

Material Multiplier: B-Line - B-Line Multiplier Prices are Buy prices : 1.00

Item	Size	Quantity	Price	Mat. Cost	Unit Lab.Hr	Total Hrs
Fig 260 Clevis						
	3	12	1.34	16	0.00	0

- Clevis - Totals:

12	16	0
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#### - Rods -

Material Multiplier: 1467 - ALL THREAD ROD - CARBON : 1.00

Item	Size	Quantity	Price	Mat. Cost	Unit Lab.Hr	Total Hrs
Allthread - Galv						
	1/2	24	0.46	11	0.00	0

- Rods - Totals:

24	11	0
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## Change-Order

There were 2 calculation messages.

Project Name: SF Judicial Complex COs

Bid ID: SFJudicial1

Data Calculated: 06/17/2011 1:13:44 PM

Base Bid; Tracking: CP 32 Add;

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Date: 06/17/2011

Time: 1:13:56PM

<b>Hanger Components Totals:</b>	<u>48</u>	<u>68</u>	<u>0</u>
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### Labor

#### Hangers

Item	Size	Quantity	Price	Mat. Cost	Unit Lab.Hr	Total Hrs
Clevis Hanger(HgrItem IBm&Tr HgRodBC)						
	3	12	0.00	0	0.50	6
<b>Hangers Totals:</b>		<u>12</u>		<u>0</u>		<u>6</u>

#### Joints

Item	Size	Quantity	Price	Mat. Cost	Unit Lab.Hr	Total Hrs
1 Joint(Joints CompJt CIDWVSW)						
	12	13	0.00	0	2.29	30
1 Joint(Joints NoHub CIDWVSW)						
	3	30	0.00	0	0.58	17
	12	24	0.00	0	2.18	52
<b>Joints Totals:</b>		<u>67</u>		<u>0</u>		<u>99</u>

<b>Labor Totals:</b>	<u>79</u>	<u>0</u>	<u>105</u>
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### Accessories

#### Accessories - -

Material Multiplier: Net - Net : 1.00

Item	Size	Quantity	Price	Mat. Cost	Unit Lab.Hr	Total Hrs
LS-1 Link Seal*						
		2	300.00	600	4.80	10
<b>Accessories - - Totals:</b>		<u>2</u>		<u>600</u>		<u>10</u>

<b>Accessories Totals:</b>	<u>2</u>	<u>600</u>	<u>10</u>
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### Misc. Consumables

#### - CI Joints DWV Lube -

Material Multiplier: XNET - Net Material Price : 1.00

Item	Size	Quantity	Price	Mat. Cost	Unit Lab.Hr	Total Hrs
DWV Lube						

## Change-Order

There were 2 calculation messages.

Project Name: SF Judicial Complex COs

Bid ID: SFJudicial1

Data Calculated: 06/17/2011 1:13:44 PM

Base Bid; Tracking: CP 32 Add;

Page 5 of 6

Date: 06/17/2011

Time: 1:13:56PM

### Misc. Consumables

#### - CI Joints DWV Lube -

Material Multiplier: XNET - Net Material Price : 1.00

Item	Size	Quantity	Price	Mat. Cost	Unit Lab.Hr	Total Hrs
DWV Lube						
	No Hub Lube	35	0.10	3	0.00	0
	SV Lube	1	1.45	1	0.00	0
<b>- CI Joints DWV Lube - Totals:</b>		<u>35</u>		<u>5</u>		<u>0</u>

**Misc. Consumables Totals:** 35 5 0

### Misc. Steel Items

#### - Bolts,Nuts&Washers -

Material Multiplier: H0001D - Net Price Multiplier : 1.00

Item	Size	Quantity	Price	Mat. Cost	Unit Lab.Hr	Total Hrs
Washers- Galvanized						
	1/2	36	0.05	2	0.00	0

Material Multiplier: XNET - Net Material Price : 1.00

Item	Size	Quantity	Price	Mat. Cost	Unit Lab.Hr	Total Hrs
Nuts - Galvanized						
	1/2	48	0.05	2	0.00	0

**- Bolts,Nuts&Washers - Totals:** 84 4 0

**Misc. Steel Items Totals:** 84 4 0

### Pipe Cut

#### Cast Iron - Pipe Cut with Chain Cutter - Chain

Material Multiplier: 1-multiplier - This gives me a list price multiplier : 1.00

Item	Size	Quantity	Price	Mat. Cost	Unit Lab.Hr	Total Hrs
PIPE CUT						
	3	6	0.00	0	0.05	0
	12	10	0.00	0	0.10	1

**Cast Iron - Pipe Cut with Chain Cutter - Chain Totals:** 16 0 1

**Pipe Cut Totals:** 16 0 1

## Change-Order

There were 2 calculation messages.

Project Name: SF Judicial Complex COs

Bid ID: SFJudicial1

Data Calculated: 06/17/2011 1:13:44 PM

Base Bid; Tracking: CP 32 Add;

Page 6 of 6

Date: 06/17/2011

Time: 1:13:56PM

	<u>Material Cost</u>	<u>Total Hrs.</u>
<b>Grand Totals</b>	<b>\$9,665</b>	<b>126</b>

**Miller Bonded Inc.**  
**Excavation Estimate**

Project:

Estimator:

**Backhoe - Trench, Backfill, & Compact**

Depth of Excavation	Wide Open	Under Slab	High Degree	Man Hours	Equipment Rental
2'				0	\$0.00
3'				0	\$0.00
4'		44		27.83	\$278.30
5'				0	\$0.00
6'				0	\$0.00
7'				0	\$0.00
8'				0	\$0.00
<b>SUB TOTALS:</b>				27.83	\$278.30

**Hand Digging - Trench, Backfill, & Compaction**

Depth of Excavation	Normal Conditions				Man Hours
1'					0
2'					0
3'					0
4'					0
<b>SUB TOTALS:</b>					0

**Backhoe - Trench, Backfill, & Compaction for buried Equipment**

Equipment Description	Depth	Length	Width	# Feet > Four	Man Hours	Equipment Rental
					0	\$0.00
					0	\$0.00
					0	\$0.00
					0	\$0.00
					0	\$0.00
					0	\$0.00
					0	\$0.00
<b>SUB TOTALS:</b>					0	\$0.00

<b>TOTALS:</b>	<b>Man Hours:</b>	<b>27.83</b>	<b>Other= \$278.30</b>
----------------	-------------------	--------------	------------------------

**TUIT CONSTRUCTION, INC.**  
**505-866-1125**

**BID MEMO**

**TO:** Miller Bonded, Inc.  
Attn: Luke Ramsey

**FROM:** Royce Smith

**DATE:** June 8, 2011

**JOB:** Santa Fe Judicial – MBI CP 32

**STORM DRAIN**

80' of 18" SD Line  
2 – 18" 45's  
Tie into Manhole

**TOTAL BID**

**\$5,792.00**

**EXCLUSIONS:**

Expansions Fees  
Inspection Fees  
Compactions Fees  
Survey-Layout  
Concrete Structures  
Drop Inlets, Catch Basins, Area Drains, Rip Rap  
Asphalt cutting, removing, or replacing except in bonded streets  
Concrete cutting, removing, or replacing  
Construction Water  
De Watering  
Rock removal  
All applicable gross receipts tax





# QUOTE

## CHAPARRAL ELECTRIC CONTRACTORS INC

602 McKnight NW  
 Albuquerque, NM 87102  
 Tel: 505-242-1783  
 E-mail: rcl@chaparral-electric.com

Reference Bradbury Stamm  
 File# 1380  
 Job date: Jun. 06, 2011  
 Job status: Pending  
 Customer Ref. # Herrera  
 Resource:  
 Page number: 1

Billing address:

**Bradbury Stamm Construction**  
 Attn: Dan Lyons  
 7710 2nd Street NW  
 Albuquerque, NM 87107

Site address:

**Judge Herrera Judicial Complex**  
 Attn: Dan Lyon  
 Montezuma  
 Santa Fe, NM

### Work Description

Judge Steve Herrera Judicial Complex: RFI #007, run power and controls for cistern, filters, and hot box:

Item Description	Qty	Price	U	Mat \$
3/4" CONDUIT - EMT	180	57.96	C	104.33
1 1/2" CONDUIT - EMT	400	193.20	C	772.80
2" CONDUIT - EMT	20	234.60	C	46.92
3/4" CONN COMP STL - EMT	6	82.80	C	4.97
1 1/2" CONN COMP STL - EMT	2	282.90	C	5.66
2" CONN COMP STL - EMT	6	372.60	C	22.36
3/4" COUPLING COMP STL - EMT	18	82.80	C	14.90
1 1/2" COUPLING COMP STL - EMT	40	307.50	C	123.00
3/4" LOCKNUT - STEEL	2	24.84	C	0.50
1 1/2" LOCKNUT - STEEL	6	96.60	C	5.80
2" LOCKNUT - STEEL	6	124.20	C	7.45
3/4" 1-H STRAP - EMT - STEEL	20	13.80	C	2.76
1 1/2" 1-H STRAP - EMT - STEEL	45	20.70	C	9.31
3/4" CONDUIT - PVC40	30	26.22	C	7.87
1 1/2" CONDUIT - PVC40	20	64.86	C	12.97
2" CONDUIT - PVC40	410	80.04	C	328.16
3/4" COUPLING - PVC	2	16.56	C	0.33
2" COUPLING - PVC	3	62.10	C	1.86
3/4" ADAPTER MALE - PVC	2	30.36	C	0.61
1 1/2" ADAPTER MALE - PVC	6	62.10	C	3.73
2" ADAPTER MALE - PVC	6	88.32	C	5.30
PVC CEMENT STANDARD (1-QUART)	3	11.04	E	33.12
#14 THHN SOLID BLACK	2,500	193.20	M	483.00
#12 THHN SOLID BLACK	450	262.20	M	117.99
#10 THHN SOLID BLACK	250	372.60	M	93.15
1G 2"D DC ALUM BOX W/ LUGS & 5x 3/4" HUBS GRY	2	8.32	E	16.64
2G 2"D DC ALUM BOX W/ LUGS & 5x 3/4" HUBS GRY	2	19.73	E	39.46
2G ALUM BLANK WP BOX MNT COVER GRY	2	3.66	E	7.32
6x 6x 4" BOX SCREW CVR - NEMA 3R	4	26.36	E	105.44
1/4-20x 2 1/4 WEDGE ANCHOR - 1 1/8" MIN DEPTH	75	93.84	C	70.38
1G UNIV WP-IN-USE PLATE - DEVICE MNT VERT/HORZ DEEP - CLEAR	1	1,656.00	C	16.56



# Chaparral

electric contractors, inc.

## CHAPARRAL ELECTRIC CONTRACTORS INC

602 McKnight NW  
Albuquerque, NM 87102

Reference Bradbury Stamm  
File# 1380  
Page number: 2

Item Description	Qty	Price	U	Mat \$
20A 125V DUP REC - GFCI IVY (SG)	1	1,708.44	C	17.08
<b>Total</b>				<b>\$2,481.73</b>

Summary			Total (\$)
Subtotal Material			2,481.73
Material Markup	(@ 10.000 %)		248.17
Journeyman	(120 HRS. @ 36.57/HR.)		4,388.40
Labor Burden	(@ 38.000 %)		1,667.59
Labor Markup	(@ 10.000 %)		605.60
<b>Total</b>			<b>\$9,391.49</b>

### Terms

Payment is due upon completion of the Work, or as otherwise expressed provided for. THE PURCHASE PRICE IS VALID FOR 30 DAYS, and may be withdrawn if not accepted by such time or if the time frame for the Work is extended.

This proposal becomes a binding contract when signed below. Upon signing name client authorizes Chaparral to perform the Work and furnish all materials and labor required in connection therewith as described in Exhibit A and (b) agrees to pay the Purchase Price according to the terms and conditions described in Exhibit A. Any amounts not paid when due will be subject to a late fee of 1 ½ % per month or partial month until paid and client agrees to pay all of Chaparral's costs of collection, including attorneys' fees, in the event Chaparral has to pursue collection of the Purchase Price.

All materials to be "as specified" and subject to any exclusions or conditions set forth in Exhibit A. All Work to be completed in a workman-like manner according to standard practices. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED. Any alteration or deviation from the stated specifications involving extra costs will be commenced only upon written change orders signed by client, and will become an extra charge over and above the Purchase Price, and may extend the time for performance. The completion date for the Work will be as specified, or within a reasonable time if not specified and will be subject to extension in the event of strikes, accidents, non-availability of materials or acts of force majeure. The person signing for client has full power and authority to enter into this contract. Client shall carry appropriate casualty insurance. This written proposal is the entire agreement between the parties concerning the matters stated herein and there are no other agreements or understandings. This contract may not be modified except by written modification signed by both parties.

Rep. Name:	_____
Date:	_____
Signature:	_____
I hereby propose the above described work.	

Client Name:	_____
Date:	_____
Signature:	_____
I authorize Chaparral Electric Contractor, Inc. to perform the above stated work.	



CHANGE ORDER REQUEST

No. 00025

Bradbury Stamm Construction, Inc.

TITLE: Electrical Revisions for Security

DATE: 7/13/2011

PROJECT: Judge Steve Herrera Judicial Complex

PROJECT #: 0813

TO: Santa Fe County
Attn: Joseph Gutierrez
P.O. Box 276
Santa Fe, NM 87504-0276
Phone: 505-992-9862 Fax: 505-992-9869

Table with 7 columns: Item, Description, Quantity, Units, Unit Price, Net Amount, Profit/Overhead Amt. It contains two rows of item details and a total summary row.

Total Unit Price: \$5,964.00
Profit and Overhead: \$237.00
NM GRT: \$0.00

TOTAL CHANGE PROPOSAL: \$6,201.00

APPROVAL:

By: [Signature] OWNER
By: [Signature] ARCHITECT
By: [Signature] GENERAL CONTRACTOR
Date: [Blank] Date: 7.28.11 Date: 7/13/11



# Chaparral

electric contractors, inc.

## QUOTE

### CHAPARRAL ELECTRIC CONTRACTORS INC

602 McKnight NW  
 Albuquerque, NM 87102  
 Tel: 505-242-1763  
 E-mail: rcl@chaparral-electric.com

Reference: BRADBURY  
 File #: 1464  
 Job date: Jul. 06, 2011  
 Job status: Pending  
 Customer Ref. #: HERRERA  
 Resource:  
 Page number: 1

Billing address:

Site address:

### Bradbury Stamm Construction

Attn: Dan Lyons  
 7710 2nd Street NW  
 Albuquerque, NM 87107

### Judge Herrera Judicial Complex

Attn: Dan Lyon  
 Montezuma  
 Santa Fe, NM

### Work Description

Judge Herrera Complex: Brigers and Paxton review comments of Accurate Controls shop drawings dated 04/20/2011 (see attached) and consultation with Stan Herrera:

Item Description	Qty	Price	U	Mat \$
3/4" CONDUIT - EMT	480	57.96	C	278.21
3/4" CONN COMP STL - EMT	20	62.10	C	12.42
3/4" COUPLING COMP STL - EMT	48	62.10	C	29.81
3/4" LOCKNUT - STEEL	10	23.46	C	2.35
3/4" BUSHING - PLASTIC	4	24.84	C	0.99
3/4" 1-H STRAP - EMT - STEEL	20	13.80	C	2.76
3/4" 2-PC CONDUIT STRUT CLAMP	40	85.56	C	34.22
3/4" CONDUIT - PVC40	300	24.84	C	74.52
3/4" ELBOW 90 DEG - PVC40	10	52.44	C	5.24
3/4" COUPLING - PVC	16	16.56	C	2.65
3/4" ADAPTER MALE - PVC	10	30.36	C	3.04
#12 THHN SOLID BLACK	4,000	234.60	M	938.40
#12/2C CABLE MC - ALUM ARMOR	100	993.60	M	99.36
3/8" CONN AC-90 / MC DC SS	20	89.70	C	17.94
1-H STRAP #14/2 & #12/2	20	16.56	C	3.31
WIRE CONN RED	50	22.30	C	11.15
4x 2 1/8" SQ BOX COMB KO	21	237.36	C	49.85
4" SQ 1G PLSTR RING 5/8" RISE	20	93.84	C	18.77
4" SQ BLANK COVER	1	75.90	C	0.76
4" SQ 1x DUPLEX RECPT COVER	3	416.76	C	12.50
GROUNDING SCREW	14	44.16	C	6.18
1/4-20x 2 1/4 WEDGE ANCHOR - 1 1/8" MIN DEPTH	75	93.84	C	70.38
1G DUPLEX REC PLATE - 302 S/S	11	151.80	C	16.70
20A 125V DUP REC - IVY (SG)	14	540.96	C	75.73

**Total**

**\$1,767.24**

### Summary

**Total (\$)**

Subtotal Material		1,767.24
Material Markup (@ 10.000 %)		176.72
Journeyman		3,657.00
Labor Burden (@ 38.000 %)		1,389.66
Labor Markup (@ 10.000 %)		504.67



# Chaparral

electric contractors, inc.

## CHAPARRAL ELECTRIC CONTRACTORS INC

602 McKnight NW  
Albuquerque, NM 87102

Reference      **BRADBURY**  
File #          1464  
Page number:    2

Summary	Total (\$)
<b>Total</b>	<b>\$7,495.29</b>

### Terms

Payment is due upon completion of the Work, or as otherwise expressed provided for. THE PURCHASE PRICE IS VALID FOR 30 DAYS, and may be withdrawn if not accepted by such time or if the time frame for the Work is extended.

This proposal becomes a binding contract when signed below. Upon signing name client authorizes Chaparral to perform the Work and furnish all materials and labor required in connection therewith as described in Exhibit A and (b) agrees to pay the Purchase Price according to the terms and conditions described in Exhibit A. Any amounts not paid when due will be subject to a late fee of 1 1/2 % per month or partial month until paid and client agrees to pay all of Chaparral's costs of collection, including attorneys' fees, in the event Chaparral has to pursue collection of the Purchase Price

All materials to be "as specified" and subject to any exclusions or conditions set forth in Exhibit A. All Work to be completed in a workman-like manner according to standard practices. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED. Any alteration or deviation from the stated specifications involving extra costs will be commenced only upon written change orders signed by client, and will become an extra charge over and above the Purchase Price, and may extend the time for performance. The completion date for the Work will be as specified, or within a reasonable time if not specified and will be subject to extension in the event of strikes, accidents, non-availability of materials or acts of force majeure. The person signing for client has full power and authority to enter into this contract. Client shall carry appropriate casualty insurance. This written proposal is the entire agreement between the parties concerning the matters stated herein and there are no other agreements or understandings. This contract may not be modified except by written modification signed by both parties.

Rep. Name: _____
Date: _____
Signature: _____
I hereby propose the above described work.

Client Name: _____
Date: _____
Signature: _____
I authorize Chaparral Electric Contractor, Inc. to perform the above stated work.



# QUOTE

## CHAPARRAL ELECTRIC CONTRACTORS INC

602 McKnight NW  
 Albuquerque, NM 87102  
 Tel: 505-242-1783  
 E-mail: rcl@chaparral-electric.com

Reference: Bradbury Stamm  
 File #: 1465  
 Job date: Jul. 06, 2011  
 Job status: Pending  
 Customer Ref. #: Herrera  
 Resource:  
 Page number: 1

Billing address:

### Bradbury Stamm Construction

Attn: Dan Lyons  
 7710 2nd Street NW  
 Albuquerque, NM 87107

Site address:

### Judge Herrera Judicial Complex

Attn: Dan Lyon  
 Montezuma  
 Santa Fe, NM

### Work Description

Judge Herrera Complex. Credit for three circuits at Room #372 and two circuits at IDF #156.

Item Description	Qty	Price	U	Mat \$
3/4" CONDUIT - EMT	-200	57.96	C	-115.92
3/4" CONN COMP STL - EMT	-6	62.10	C	-3.73
3/4" COUPLING COMP STL - EMT	-20	62.10	C	-12.42
3/4" 1-H STRAP - EMT - STEEL	-20	13.80	C	-2.76
#12 THHN SOLID BLACK WIRE CONN RED	-1,430	234.60	M	-335.48
4x 2 1/8" SQ BOX COMB KO	-9	22.30	C	-2.01
4" SQ BLANK COVER	-3	237.36	C	-7.12
GROUNDING SCREW	-3	75.90	C	-2.28
		44.16	C	-1.32

Total

**\$-483.03**

### Summary

	Total (\$)
Subtotal Material	-483.03
Material Markup (@ 10.000 %)	-48.30
Journeyman	-658.26
Labor Burden (@ 38.000 %)	-250.14
Labor Markup (@ 10.000 %)	-90.84
<b>Total</b>	<b>\$-1,530.57</b>

### Terms

Payment is due upon completion of the Work, or as otherwise expressed provided for. THE PURCHASE PRICE IS VALID FOR 30 DAYS, and may be withdrawn if not accepted by such time or if the time frame for the Work is extended.

This proposal becomes a binding contract when signed below. Upon signing name client authorizes Chaparral to perform the Work and furnish all materials and labor required in connection therewith as described in Exhibit A and (b) agrees to pay the Purchase Price according to the terms and conditions described in Exhibit A. Any amounts not paid when due will be subject to a late fee of 1 1/2 % per month or partial month until paid and client agrees to pay all of Chaparral's costs of collection, including attorneys' fees, in the event Chaparral has to pursue collection of the Purchase Price.

All materials to be "as specified" and subject to any exclusions or conditions set forth in Exhibit A. All Work to be completed in a workman-like manner according to standard practices. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED. Any alteration or



CHANGE ORDER REQUEST

No. 00026

Bradbury Stamm Construction, Inc.

TITLE: Audio Visual System Revisions

DATE: 7/20/2011

PROJECT: Judge Steve Herrera Judicial Complex

PROJECT #: 0813

TO: Santa Fe County
Attn: Joseph Gutierrez
P.O. Box 276
Santa Fe, NM 87504-0276
Phone: 505-992-9862 Fax: 505-992-9869

Table with columns: Item, Description, Quantity, Units, Unit Price, Net Amount, Profit/Overhead Amt. Includes a single row for item 00001 and a summary section for Total Unit Price, Profit and Overhead, BONA, and TOTAL CHANGE PROPOSAL.

APPROVAL:

By: \_\_\_\_\_ By: \_\_\_\_\_ By: \_\_\_\_\_
OWNER ARCHITECT GENERAL CONTRACTOR
Date: \_\_\_\_\_ Date: \_\_\_\_\_ Date: \_\_\_\_\_



4323 E. COTTON CENTER BLVD., PHOENIX, ARIZONA 85040  
602-643-4200 FAX 602-643-4270

July 20, 2011

Dan Lyons  
Sr. Project Manager  
Bradbury Stamm Construction  
7110 2<sup>nd</sup> Street NW  
Albuquerque, NM 87107

RE: Judge Steven Herrera Judicial Complex, Santa Fe, NM  
Audiovisual System CAT6 & Video Conferencing Codec Change Order 002

The following are requested changes for the Judge Steven Herrera Judicial Complex. AVR shall make the following changes:

- Change all CAT5 cable for the audiovisual system to CAT 6.
- Change all Polycom VSX8000 video conferencing codecs to HDX7000.

Delete the follow:

- |                                     |                       |
|-------------------------------------|-----------------------|
| • LOT Audiovisual System CAT5 cable | PRICE: \$ <10,080.00> |
| • 4 Polycom VSX8000 codec           | PRICE: \$ <33,765.48> |
| • SUB TOTAL                         | \$ <43,845.48>        |

Add the following:

- |                                     |                     |
|-------------------------------------|---------------------|
| • LOT Audiovisual System CAT6 cable | PRICE: \$ 19,680.00 |
| • 4 Polycom HDX7000 codec           | PRICE: \$ 41,317.76 |
| • SUB TOTAL                         | \$ 60,997.76        |

**ADDITIVE PRICE:** (including freight but excluding tax) **\$17,152.28**

**Kim Tollefsen, CTS**  
Account Manager  
Audio Video Resources





# Chaparral

electric contractors, inc.

**CHAPARRAL ELECTRIC CONTRACTORS INC**  
602 McKnight NW  
Albuquerque, NM 87102

Reference      **Bradbury Stamm**  
File #          1465  
Page number:   2

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### Terms

deviation from the stated specifications involving extra costs will be commenced only upon written change orders signed by client, and will become an extra charge over and above the Purchase Price, and may extend the time for performance. The completion date for the Work will be as specified, or within a reasonable time if not specified and will be subject to extension in the event of strikes, accidents, non-availability of materials or acts of force majeure. The person signing for client has full power and authority to enter into this contract. Client shall carry appropriate casualty insurance. This written proposal is the entire agreement between the parties concerning the matters stated herein and there are no other agreements or understandings. This contract may not be modified except by written modification signed by both parties.

<b>Rep. Name:</b> _____
<b>Date:</b> _____
<b>Signature:</b> _____
<small>I hereby propose the above described work.</small>

<b>Client Name:</b> _____
<b>Date:</b> _____
<b>Signature:</b> _____
<small>I authorize Chaparral Electric Contractor, Inc. to perform the above stated work.</small>

April 20, 2011

Mr. John Layman  
NCA Architects  
1306 Rio Grande Blvd. NW  
Albuquerque, NM 87104

**SUBJECT: SANTA FE COUNTY NEW DISTRICT COURTHOUSE, STEVE  
HERRERA JUDICIAL COMPLEX – B&P JOB #5818**

Mr. Layman

After reviewing the Accurate Controls Shop Drawings here is the list of Specific electrical circuits for the security equipment requirements.

1. Officer Control Room U13: This room will require 4 double duplex receptacles under the counter for equipment as indicated on the shop drawings. Circuits ELBA-1, 3 will feed these outlets.
2. Security Equipment Room U14: The following circuits will be used.
  - a. ELBA-15, 17 for the CCTV rack
  - b. ELBA-10, 12 for the Audio rack
  - c. ELBA-11, 13 for the PLC cabinet
  - d. ELBA-9 for the Card access cabinet
3. Command Center Room 206: This room will require 4 double duplex receptacles under the counter for equipment as indicated on the shop drawings. Circuits EL2A- 7, 9 will feed these outlets.
4. Machine room U10: Security elevator #5 cabinet will use ELBA-5
5. Security electrical room 284B: : The following circuits will be used.
  - a. EL2A-41 for the Intercom rack
  - b. EL2A-33,35 for PLC cabinet #1
  - c. EL2A-37 for PLC cabinet #2
6. Machine room U29 : Security elevator #6 cabinet will use ELBA-7.
7. Security electrical room 389B: The following circuits will be used.
  - a. EL2A-60,62 for the PLC cabinet
  - b. EL2A-64 for the card access cabinets
8. IDF room 156: Two double duplexes under counter for enrollment reader equipment locations as indicated on the shop drawings. Circuit EL2A-11 will feed these outlets.

To: Mr. John Layman, NCA Architects  
RE: **SANTA FE COUNTY NEW DISTRICT COURTHOUSE, STEVE HERRERA  
JUDICIAL COMPLEX**  
April 20, 2011

-2-

All special system requirements will be provided per Accurate Control shop drawings. Chaparral Electric will need to indicate these changes in the as-built construction drawings.

Please let me know if you have any questions.

Sincerely,

BRIDGERS& PAXTON  
CONSULTING ENGINEERS, INC.

A handwritten signature in black ink, appearing to read 'SI Herrera', written over a circular stamp or mark.

Stanley I. Herrera  
Electrical Construction Administrator



CHANGE ORDER REQUEST

No. 00026

Bradbury Stamm Construction, Inc.

TITLE: Audio Visual System Revisions

DATE: 7/20/2011

PROJECT: Judge Steve Herrera Judicial Complex

PROJECT #: 0813

TO: Santa Fe County

Attn: Joseph Gutierrez

P.O. Box 276

Santa Fe, NM 87504-0276



Phone: 505-992-9862 Fax: 505-992-9869

Item	Description	Quantity	Units	Unit Price	Net Amount	Profit/Overhead Amt.
00001	Change all audio visual system CAT 5 cable to CAT 6 cable and change all audio visual codecs from Polycom VSX8000 to Polycom HDX7000 as recommended by the design team.	1.000		\$17,152.00	\$17,152.00	\$1,029.00

**Total Unit Price:** \$17,152.00  
**Profit and Overhead:** \$1,029.00  
**NM GRT:** \$78.00

**TOTAL CHANGE PROPOSAL: \$18,259.00**

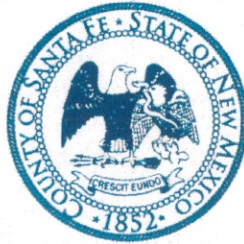
APPROVAL:

By: \_\_\_\_\_ By:  By:   
**OWNER** **ARCHITECT** **GENERAL CONTRACTOR**  
Date: \_\_\_\_\_ Date: \_\_\_\_\_ Date: 7/20/11

**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:** August 30, 2011

**To:** Santa Fe County Board of County Commissioners  
Daniel Mayfield, District 1                      Kathy Holian, District 4  
Virginia Vigil, District 2                      Liz Stefanics, District 5  
Robert A. Anaya, District 3

**From:** Agnes Lopez, Projects Specialist, Projects & Facilities Division, Public Works Department *ah*

**Via:** Mark Hogan, Projects & Facilities Division Director

**Re:** Resolution 2011 – A Resolution Authorizing The County Manager To Execute Documents To Extend The Use Of Office Space Located At 5 West Gutierrez Street, Suite 9, Santa Fe, NM, Leased From The Pueblo Of Pojoaque Enterprise Corporation (PW/Projects & Facilities)

---

### **Background**

Santa Fe County entered into a leased agreement as of September 1, 2009 with the Pueblo of Pojoaque Enterprise Corporation for the use of 1,400 square feet of office space located at 5 West Gutierrez Street in Santa Fe, New Mexico for a satellite office in the northern area of the County. The lease agreement will expire on August 31, 2011.

The County would like to continue utilizing the space for the purpose of a satellite office for an additional seven months to serve the northern area of the County.

### **Action Requested:**

The Projects & Facilities Division requests approval of a resolution granting the County Manager authority to execute all documents necessary to extend the agreement with the Pueblo of Pojoaque Enterprise Corporation for the use of 1,400 square feet of office space located at 5 West Gutierrez Street, Santa Fe New Mexico for a term not to exceed seven (7) months and rental not to exceed five thousand (\$5,000) dollars to serve as a satellite office in the northern area of the County.

# SANTA FE COUNTY

## Resolution No. 2011 -

---

**A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO EXECUTE DOCUMENTS TO EXTEND THE USE OF OFFICE SPACE LOCATED AT 5 WEST GUTIERREZ STREET, SUITE 9, SANTA FE, NM, LEASED FROM THE PUEBLO OF POJOAQUE ENTERPRISE CORPORATION**

---

**WHEREAS**, Santa Fe County ( " County") entered into a lease agreement as of September 1, 2009 with Pueblo of Pojoaque Enterprise Corporation for the use of 1,400 square feet of office space located at 5 West Gutierrez Street, Santa Fe New Mexico for a satellite office in the northern area of the County; and

**WHEREAS**, the aforementioned lease agreement will expire on August 30, 2011; and

**WHEREAS**, the County desires to continue utilizing the space for the purpose of a satellite office for an additional seven (7) months to serve the northern area of the County; and

**WHEREAS**, the Board of County Commissioners desire to authorize the County Manager to execute any and all documents necessary to extend the aforementioned lease agreement not to exceed a term of seven (7) months with rental not to exceed five-thousand (\$5,000) dollars.

**NOW, THEREFORE BE IT RESOLVED AS FOLLOWS:** The County Manager is authorized to execute all documents necessary to extend the lease agreement with the Pueblo of Pojoaque Enterprise Corporation for the use of 1,400 square feet of office space located at 5 West Gutierrez Street, Santa Fe New Mexico for a term not to exceed seven (7) months and rental not to exceed five-thousand (\$5,000) dollars to serve as a satellite office in the northern area of the County.

**APPROVED and ADOPTED this 30<sup>th</sup> DAY OF AUGUST, 2011.**

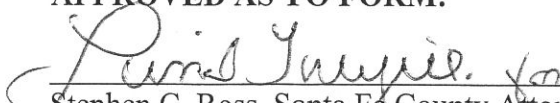
**THE BOARD OF COUNTY COMMISSIONERS OF  
SANTA FE COUNTY**

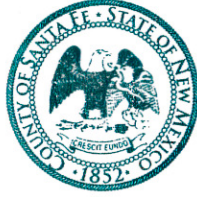
By: \_\_\_\_\_  
Virginia Vigil, Chair

**ATTEST:**

\_\_\_\_\_  
Valerie Espinoza, Santa Fe County Clerk

**APPROVED AS TO FORM:**

  
Stephen C. Ross, Santa Fe County Attorney



Finance Division

## Memorandum

**To:** Santa Fe Board of County Commissioners

**From:** Evelyn Valencia, Accountant Senior *EV.*

**Via:** Teresa Martinez, Finance Division Director *tm*

**Date:** August 30, 2011

**Re:** *Request Acknowledgement and Acceptance of the Independent Auditor's Report for Santa Fe County's Agreed-Upon Procedures for Lodgers' Tax Facilities and the Reporting of Lodger's Tax*

---

### ISSUE:

The Santa Fe County Finance Division requests Acknowledgement and Acceptance of the Independent Auditor's Report for Santa Fe County's Agreed-Upon Procedures for Lodgers' Tax Facilities and the Reporting of Lodgers Tax.

### BACKGROUND:

Pursuant to Section 2.2.2.10 K. (3) of 2.2.2 NMAC *Requirements for Contracting and Conducting Audits of Agencies*, the financial audit report shall be presented to the Board of County Commissioners at a public meeting for approval.

The County of Santa Fe engaged in an Agreement with Barraclough & Associates, P.C., to conduct the annual audit of the County's financial statements for the fiscal year ending June 30, 2010. The audit also included the agreed-upon procedures for the Lodgers' Tax Facilities. The following is a summary outlining the results of the agreed-upon procedures:

- The State statute and the County's Ordinance require an annual audit of the Lodgers' Tax Facilities. This audit is based on a random selection of lodging facilities. Within the two previous fiscal years, the independent Auditor has completed an audit of all the lodgers' tax facilities. For Fiscal Year 2010, the County randomly selected three (3) facilities to be tested.
- The lodgers' tax facilities were classified based on the risk assessment as: high, moderate and low risk. The findings are noted as follows:
  - **High Risk Classification** (Rancho Jacona): This lodging facility overpaid lodger's tax in the amount of \$48.11 as a result of a clerical error in August 2009. (This amount will be reimbursed back to the lodging facility).
  - **Moderate Risk Classification** (Santa Fe Skies RV Park): There were no exceptions noted except that June 2010 remittance understated cash receipts by \$697.08 which resulted in underpayment of taxes in the amount of \$27.88 for the specified month. The September 2009 remittance reflected an understated revenue amount of \$14,877.17 which resulted in an underpayment of taxes of \$595.09. This was due to a clerical error. This error was discovered and an amended lodger's tax report was

submitted in February 2010. The difference in tax was paid but no penalty and interest was charged by the County. The ordinance does not address penalties and interest.

- **Low Risk Classification** (Manzana Center/Hacienda Rancho de Chimayo): This lodging facility could not provide remittance forms for payments made in the 2009 calendar year. The tax payments received by Santa Fe County for 2009 were correct based on monthly records and cash receipts for the year. Due to lack of remittances and receipts for 2009, there was no information to adequately test the information for payments being made on time.

The findings were discussed with personnel from each entity at the end of the test work performed.

It was recommended that the County improve the monitoring of the timing of the lodgers' tax payments being received in order to assess penalty and interest properly on any delinquent payments.

The County Finance Division will make every effort to readdress the process of taking in lodgers' tax payments in conjunction with the County Clerk's Office in order to assess the proper penalty and interest to any late payees.

**RECOMMENDATION:**

The Finance Division requests acceptance and approval of the Santa Fe County's Agreed-upon procedures for the lodgers' tax facilities for fiscal year ending June 30, 2010.



"26 Years of Excellence"



*Barracough & Associates, P.C.*  
Certified Public Accountants & Consultants

1422 Paseo de Peralta  
Post Office Box 1847  
Santa Fe, New Mexico 87504  
(505) 983-3387  
(505) 988-2505 FAX  
(800) 983-1040 Toll Free  
[ba@barracough.com](mailto:ba@barracough.com)

**Principals**  
John E. Barracough, Jr., C.P.A.  
Annette V. Hayden, C.P.A.  
Sandra M. Shell, C.P.A./A.B.V., C.V.A.  
Joseph A. Sisneros, C.P.A.

**Managers**  
Douglas W. Fraser, C.P.A.  
Laura Parker, C.P.A.  
Rick W. Reynolds, C.P.A.  
Katherine M. Rowe, C.P.A.  
Tracy Ann Stoddart, C.P.A.  
Rhonda G. Williams, C.P.A.

**Independent Auditors' Report on  
Applying Agreed-upon Procedures**

Mr. Hector H. Balderas, Esq., New Mexico State Auditor  
and  
The County Commission and Lodgers' Tax Advisory Board of Santa Fe County  
Santa Fe, New Mexico:

We have performed certain procedures as discussed in Attachment I, which were agreed to by the County of Santa Fe, solely to assist you with respect to the accounting records of three lodgers' tax facilities for the lodgers' tax reports filed for the year July 1, 2009 through June 30, 2010. This engagement to apply agreed-upon procedures was performed in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of the specified parties of the report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

Our findings are as follows.

*High Risk Classification Lodgers' Tax Facility. No exceptions were noted except for:*

For Entity 1, based on the supporting documentation provided, the entity overpaid its lodgers' taxes by \$48.11 due to a clerical error for August 2009.

*Moderate Risk Classification Lodgers' Tax Facility: No exceptions were noted except for:*

For Entity 2 remittance for June 2010 had understated cash receipts by \$697.08, resulting in an underpayment of tax of \$27.88 for the month. September 2009 remittance also had an understatement of revenue of \$14,877.17, resulting in a tax underpayment of \$595.09. The understatement for September was due to a clerical error, which was subsequently discovered and corrected by the filing of an amended remittance in February 2010. The difference in the tax owed was calculated properly and paid, but no interest and penalties were charged by the County. The ordinance does not address penalties and interest.

LODGERS' TAX FACILITIES  
AGREED UPON PROCEDURES PERFORMED

*Low Risk Classification Lodgers' Tax Facility. No exceptions were noted except for:*

Entity 3 could not find and provide any remittance forms for payments made in the 2009 calendar year. For 2009, tax payments received by Santa Fe County were proper based on monthly residency records and cash receipts logs for the year. However, due to the lack of remittances and receipts for 2009, adequate information to test for the timeliness of payments was not available.

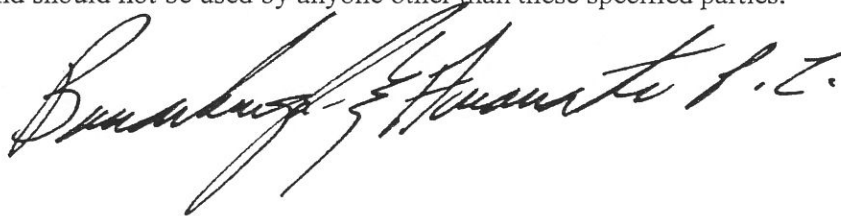
Our findings were discussed with representatives from each entity at the conclusion of our test work.

The County needs to improve its monitoring of when tax payments are received in order to properly assess penalties and interest on delinquent taxpayers.

\*\*\*\*\*

We are not engaged to, and did not; perform an audit, the objective of which would be the expression of an opinion on the specified elements, accounts, or items. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of The Santa Fe County Commission and Lodgers' Tax Advisory Board and management of Santa Fe County and the Office of the State Auditor, and is not intended to be and should not be used by anyone other than these specified parties.



June 23, 2011

LODGERS' TAX FACILITIES  
AGREED UPON PROCEDURES PERFORMED

Attachment I

- A. The County performed a Risk Assessment on twenty-two lodgers' tax facilities to identify those facilities that may not be properly paying the lodgers' tax, and chose a sample of three facilities to test. The Risk Assessment was based upon an analytical review of the monthly tax revenue received, comparison of the facilities by size to determine if certain facilities may have reported lower occupancy of their rooms compared to their peers and the County's understanding of the local economy, business environment and reputation of the facilities.
- B. We notified by certified mail and made arrangements to visit three lodging facilities.
- C. The County and Barraclough & Associates, P.C. agreed to the Risk Assessment of the lodgers' tax facilities.

**High Risk:** These establishments included facilities where lodgers' tax payments did not appear reasonable based upon the size of the facility, lateness of the payments or other factors from the analytical review that would have indicated that the County was not receiving its appropriate share of lodgers' tax payments. The procedures were as follows:

- 1. Selected five monthly tax remittances as reported to the County and performed the following:
  - a. Agreed amount reported to room records for the months selected. Compared revenue reported to the entity's financial statements or general ledger.
  - b. Compared ten days revenues for the period, and tested to the room records or other supporting documentation to determine if all income from occupied rooms has been reported.
- 2. Agreed the yearly amount of revenue reported to the lodgers' facility financial statements and/or tax returns.

**Moderate Risk:** These establishments included facilities where payments seemed reasonable but based on the size of the facility, lateness of the payments or other factors, these facilities had the same procedures performed for a high risk but a reduced scope of transactions were tested. The procedures were as follows:

- 1. Selected three monthly tax remittances to the County and performed the following:
  - a. Agreed amount reported to room records for the months selected. Compared revenue reported to the entity's financial statements or general ledger.
  - b. Compared ten days' revenues for the period, and tested to the room records or other supporting documentation to determine if all income from occupied rooms has been reported.
- 2. Agreed the yearly amount of revenue reported to the lodgers' tax facilities financial statements and/or tax returns.

LODGERS' TAX FACILITIES  
AGREED UPON PROCEDURES PERFORMED

**Attachment I**  
(Continued)

**Low Risk:** These establishments included facilities for which the payments indicated a low risk that the County has not received its appropriate lodgers' tax payments. The procedures were as follows:

1. Selected two monthly tax remittances to the County and performed the following:
    - a. Agreed amount reported to room records for the months selected. Compared revenue reported to the entity's financial statements or general ledger.
    - b. Compared ten days revenues for the period, and tested to the room records or other supporting documentation to determine if all income from occupied rooms has been reported.
  2. Agreed the yearly amount of revenue reported to the lodgers' tax facilities financial statement and/ or tax returns.
- D. We also determined if any of the lodgers' facilities were late in filing the occupancy tax reports and also determined if applicable late fees were collected.

LODGERS' TAX FACILITIES  
AGREED UPON PROCEDURES PERFORMED

Attachment II

HIGH RISK

Entity # 1 Rancho Jacona

MODERATE RISK

Entity #2 Santa Fe Skies RV Park

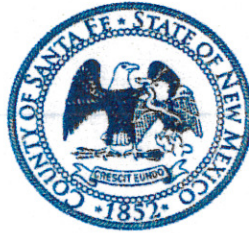
LOW RISK

Entity #3 Manzana Center/Hacienda Rancho de Chimayo

Daniel Mayfeld  
*Commissioner, District 1*

Virginia Vigil  
*Commissioner, District 2*

Robert Anaya  
*Commissioner, District 3*



Kathy Holian  
*Commissioner, District 4*

Liz Stefanics  
*Commissioner, District 5*

Katherine Miller  
*County Manager*

## MEMORANDUM

**DATE:** *AUGUST 4, 2011*

**TO:** *BOARD OF COUNTY COMMISSIONERS*

**FROM:** *ROBERT MARTINEZ, PUBLIC WORKS TRANSPORTATION MANAGER* *RM*

**VIA:** *KATHERINE MILLER, COUNTY MANAGER*

**SUBJECT:** *BCC MEETING AUGUST 30, 2011  
A RESOLUTION OF SUPPORT FOR COUNTY PARTICIPATION IN  
THE 2011-2012 NEW MEXICO DEPARTMENT OF  
TRANSPORTATION LOCAL GOVERNMENT ROAD FUND (LGRF)  
FOR, PAVEMENT REHABILITATION AND IMPROVEMENTS OF  
COUNTY ROAD 52 (LAS ESTRELLAS) IN SANTA FE COUNTY,  
NEW MEXICO UNDER THE CAPITAL COOPERATIVE  
AGREEMENT PROJECT NO. CAP-5-12(464).*

---

### **BACKGROUND AND SUMMARY:**

Public Works has applied and been approved for funding through the Local Government Road Fund (LGRF) to chip seal CR 52 (Las Estrellas). The total project cost is \$141,547.00 with 75% of the funding amount of \$106,160.00 to be provided by NMDOT with Santa Fe County required to provide 25% in matching funds in the amount of \$35,387.00. Public Works is recommending that the County's 25% match be funded through the County's ¼ % Capital Outlay GRT.

### **ACTION REQUESTED:**

Public Works requests approval of Resolution supporting participation in the 2011-2012 NMDOT LGRF.

# SANTA FE COUNTY

*Resolution No. 2011 –*

---

**A RESOLUTION REQUESTING PARTICIPATION IN THE NEW MEXICO  
DEPARTMENT OF TRANSPORTATION 2010/2011 LOCAL GOVERNMENT ROAD  
FUND PROGRAM , CAP FUNDING, ROAD IMPROVEMENTS ON COUNTY ROAD 52  
LAS ESTRELLAS**

---

**WHEREAS**, the Santa Fe Board of County Commissioners (hereafter referred to as “the Board”) desires to utilize funding that may be made available from the New Mexico Department of Transportation Local Government Road Fund (LGRF) Program;

**WHEREAS**, in support of an application for funding, the Department requires that the Board provide a resolution requesting funding and attaching a project estimate according to the Department funding source; and

**WHEREAS**, a project estimate, including the agreed County match, is set forth in Exhibit “A” herein for County Road 52 (Las Estrellas).

**NOW THEREFORE**, the Board hereby requests funding for the project set forth in Exhibit “A” from the 2011/2012 New Mexico Department of Transportation LGRF Program based on the budget set forth therein.

**PASSED, APPROVED and ADOPTED** this 30<sup>th</sup> Day of August 2011.

**THE SANTA FE COUNTY  
BOARD OF COUNTY COMMISSIONERS**

---

Virginia Vigil, Chair

**ATTEST:**

---

Valerie Espinoza, Santa Fe County Clerk

**APPROVED AS TO FORM:**

  
Stephen C. Ross, Santa Fe County Attorney

**FINANCE APPROVAL:**

---

Teresa Martinez, Santa Fe County Finance Director

## EXHIBIT "A"

Location: County Road 52 (Las Estrellas), Santa Fe, New Mexico

Termini  
Beginning Termini: I-25 W. Frontage Road  
Ending Termini: End of County maintenance at S. San Pasqual  
Total: 1.7 miles

Scope of Work: Chip Seal Improvement

Funding Type: New Mexico Department of Transportation LGRF Program – CAP  
Matching funds from Santa Fe County

Project Estimate: Total Estimated Construction Cost \$141,547.00



## EXHIBIT "A"

Location: County Road 52 (Las Estrellas), Santa Fe, New Mexico

Termini: Beginning Termini; I-25 W. Frontage Road, Ending Termini;  
End of County maintenance at S. San Pasqual, 1.7 mi.

Scope of Work: Chip Seal Improvement.

Funding Type: CAP

Project Estimate: Total Estimated Construction Cost \$141,547.00



County Maintenance Begin

County Maintenance Ends



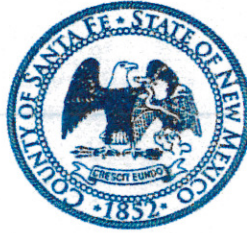
**Legend**

- County Roads
- PUBLISH TRANSPORTATION ROADS

Daniel Mayfeld  
Commissioner, District 1

Virginia Vigil  
Commissioner, District 2

Robert Anaya  
Commissioner, District 3



Kathy Holian  
Commissioner, District 4

Liz Stefanics  
Commissioner, District 5

Katherine Miller  
County Manager

## MEMORANDUM

**DATE:** *AUGUST 4, 2011*

**TO:** *BOARD OF COUNTY COMMISSIONERS*

**FROM:** *ROBERT MARTINEZ, PUBLIC WORKS TRANSPORTATION MANAGER* RM

**VIA:** *KATHERINE MILLER, COUNTY MANAGER*

**SUBJECT:** *BCC MEETING AUGUST 30, 2011  
A RESOLUTION OF SUPPORT FOR COUNTY PARTICIPATION IN  
THE 2011-2012 NEW MEXICO DEPARTMENT OF  
TRANSPORTATION LOCAL GOVERNMENT ROAD FUND (LGRF)  
FOR, PAVEMENT REHABILITATION AND IMPROVEMENTS OF  
COUNTY ROAD 67 (OLD SANTA FE TRAIL) AKA; CAMP STONY  
ROAD IN SANTA FE COUNTY, NEW MEXICO, UNDER THE  
CAPITAL COOPERATIVE AGREEMENT PROJECT NO.  
SP-5-12(160)*

---

### **BACKGROUND AND SUMMARY:**

Public Works has applied and been approved for funding through the Local Government Road Fund (LGRF) to chip seal CR 67 (Old Santa Fe Trail) aka: Camp Stony Road. The total project cost is \$80,580.00 and 75% of the funding amount of \$60,435.00 will be provided by NMDOT with Santa Fe County required to provide 25% in matching funds in the amount of \$20,145.00. Public Works is recommending that the County's 25% match be funded through the County's ¼% Capital Outlay GRT.

### **ACTION REQUESTED:**

Public Works requests approval of Resolution supporting participation in the 2011-2012 NMDOT LGRF.

# SANTA FE COUNTY

*Resolution No. 2011 –*

---

**A RESOLUTION REQUESTING PARTICIPATION IN THE NEW MEXICO DEPARTMENT OF TRANSPORTATION 2011/2012 LOCAL GOVERNMENT ROAD FUND PROGRAM (LGRF) SP FUNDING, ROAD IMPROVEMENTS ON COUNTY ROAD 67 (OLD SANTA FE TRAIL) ALSO KNOWN AS “CAMP STONY ROAD”**

---

**WHEREAS**, the Santa Fe Board of County Commissioners (hereafter referred to as “the Board”) desires to utilize funding that may be made available from the New Mexico Department of Transportation’s Local Government Road Fund (LGRF) Program;

**WHEREAS**, in support of an application for funding, the Department requires that the Board provide a resolution requesting funding and attaching a project estimate according to the Department funding source; and

**WHEREAS**, a project estimate, including the agreed County match, is set forth in Exhibit “A” herein for County Road 67 (Old Santa Fe Trail) also known as “Camp Stony Road.”

**NOW THEREFORE**, the Board hereby requests funding for the project set forth in Exhibit “A” from the 2011/2012 New Mexico Department of Transportations LGRF Program, based on the budget set forth herein.

**PASSED, APPROVED and ADOPTED** this 30<sup>th</sup> Day of August 2011.

**THE SANTA FE COUNTY  
BOARD OF COUNTY COMMISSIONERS**

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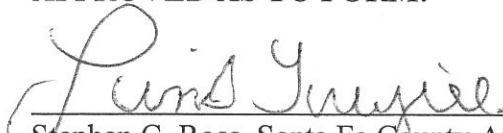
Virginia Vigil, Chair

**ATTEST:**

---

Valerie Espinoza, Santa Fe County Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Stephen C. Ross, Santa Fe County Attorney

**FINANCE APPROVAL:**

---

Teresa Martinez, Santa Fe County Finance Director

## EXHIBIT "A"

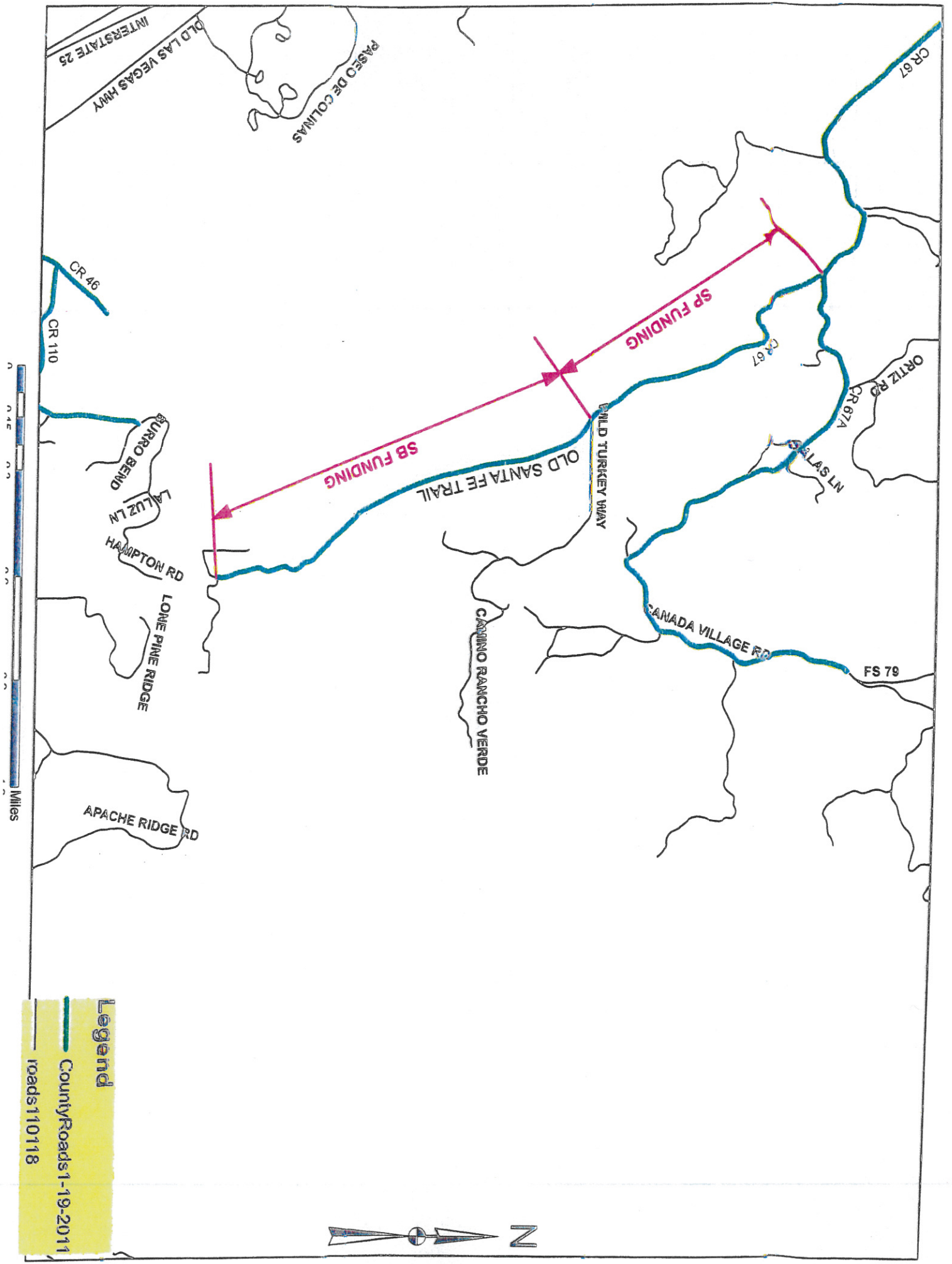
Location: County Road 67 (Old Santa Fe Trail), also known as "Camp Stony Road" Santa Fe, New Mexico

Termini  
Beginning Termini: End of asphalt at CR 67 (Old Santa Fe Trail), also known as "Camp Stony Road"  
Ending Termini: Wild Turkey Way  
Total: 0.8 miles

Scope of Work: Chip Seal Improvement

Funding Type: New Mexico Department of Transportation LGRF Program – SP  
Matching funds from Santa Fe County

Project Estimate: Total Estimated Construction Cost \$80,580.00



**Legend**

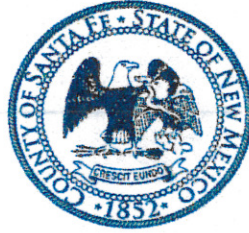
- CountyRoads1-19-2011
- roads110118



Daniel Mayfeild  
*Commissioner, District 1*

Virginia Vigil  
*Commissioner, District 2*

Robert Anaya  
*Commissioner, District 3*



Kathy Holian  
*Commissioner, District 4*

Liz Stefanics  
*Commissioner, District 5*

Katherine Miller  
*County Manager*

## MEMORANDUM

**DATE:** *AUGUST 4, 2011*

**TO:** *BOARD OF COUNTY COMMISSIONERS*

**FROM:** *ROBERT MARTINEZ, PUBLIC WORKS TRANSPORTATION MANAGER* RM

**VIA:** *KATHERINE MILLER, COUNTY MANAGER*

**SUBJECT:** *BCC MEETING AUGUST 30, 2011  
A RESOLUTION OF SUPPORT FOR COUNTY PARTICIPATION IN  
THE 2011-2012 NEW MEXICO DEPARTMENT OF  
TRANSPORTATION LOCAL GOVERNMENT ROAD FUND (LGRF)  
FOR, PAVEMENT REHABILITATION AND IMPROVEMENTS OF  
COUNTY ROAD 67 (OLD SANTA FE TRAIL) AKA; CAMP STONY  
ROAD IN SANTA FE COUNTY, NEW MEXICO, UNDER THE  
CAPITAL COOPERATIVE AGREEMENT PROJECT NO.  
SB-7801(994)12*

---

### **BACKGROUND AND SUMMARY:**

Public Works has applied and been approved for funding through the Local Government Road Fund (LGRF) to chip seal CR 67 (Old Santa Fe Trail) aka: Camp Stony Road. The total project cost is \$118,784.00 and 75% of the funding amount of \$89,088.00 will be provided by NMDOT with Santa Fe County required to provide 25% in matching funds in the amount of \$29,696.00. Public works is recommending that the County's 25% match be funded through the County's ¼% Capital Outlay GRT.

### **ACTION REQUESTED:**

Public Works requests approval of Resolution supporting participation in the 2011-2012 NMDOT LGRF.

# SANTA FE COUNTY

*Resolution No. 2011 –*

---

**A RESOLUTION REQUESTING PARTICIPATION IN THE NEW MEXICO DEPARTMENT OF TRANSPORTATION 2011/2012 LOCAL GOVERNMENT ROAD FUND PROGRAM , SB FUNDING, ROAD IMPROVEMENTS ON COUNTY ROAD 67 (OLD SANTA FE TRAIL) ALSO KNOWN AS “CAMP STONY ROAD”**

---

**WHEREAS**, the Santa Fe Board of County Commissioners (hereafter referred to as “the Board”) desires to utilize funding that may be made available from the New Mexico Department of Transportation Local Government Road Fund (LGRF) Program;

**WHEREAS**, in support of an application for funding, the Department requires that the Board provide a resolution requesting funding and attaching a project estimate according to the Department funding source; and

**WHEREAS**, a project estimate, including the agreed County match, is set forth in Exhibit “A” herein for County Road 67 (Old Santa Fe Trail) also known as “Camp Stony Road.”

**NOW THEREFORE**, the Board hereby requests funding for the project set forth in Exhibit “A” from the 2011/2012 New Mexico Department of Transportation LGRF Program based on the budget set forth therein.

**PASSED, APPROVED and ADOPTED** this 30<sup>th</sup> Day of August 2011.

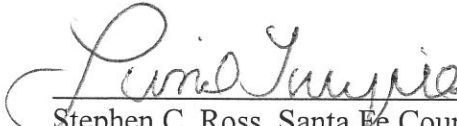
**THE SANTA FE COUNTY  
BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Virginia Vigil, Chair

**ATTEST:**

\_\_\_\_\_  
Valerie Espinoza, Santa Fe County Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Stephen C. Ross, Santa Fe County Attorney

**FINANCE APPROVAL:**

\_\_\_\_\_  
Teresa Martinez, Santa Fe County Finance Director



## EXHIBIT "A"

Location: County Road 67 (Old Santa Fe Trail), also known as "Camp Stony Road"

Termini  
Beginning Termini: Wild Turkey Way  
Ending Termini: End of County maintenance on CR 67 (Old Santa Fe Trail)  
Total: 1.32 miles

Scope of Work: Chip Seal Improvement

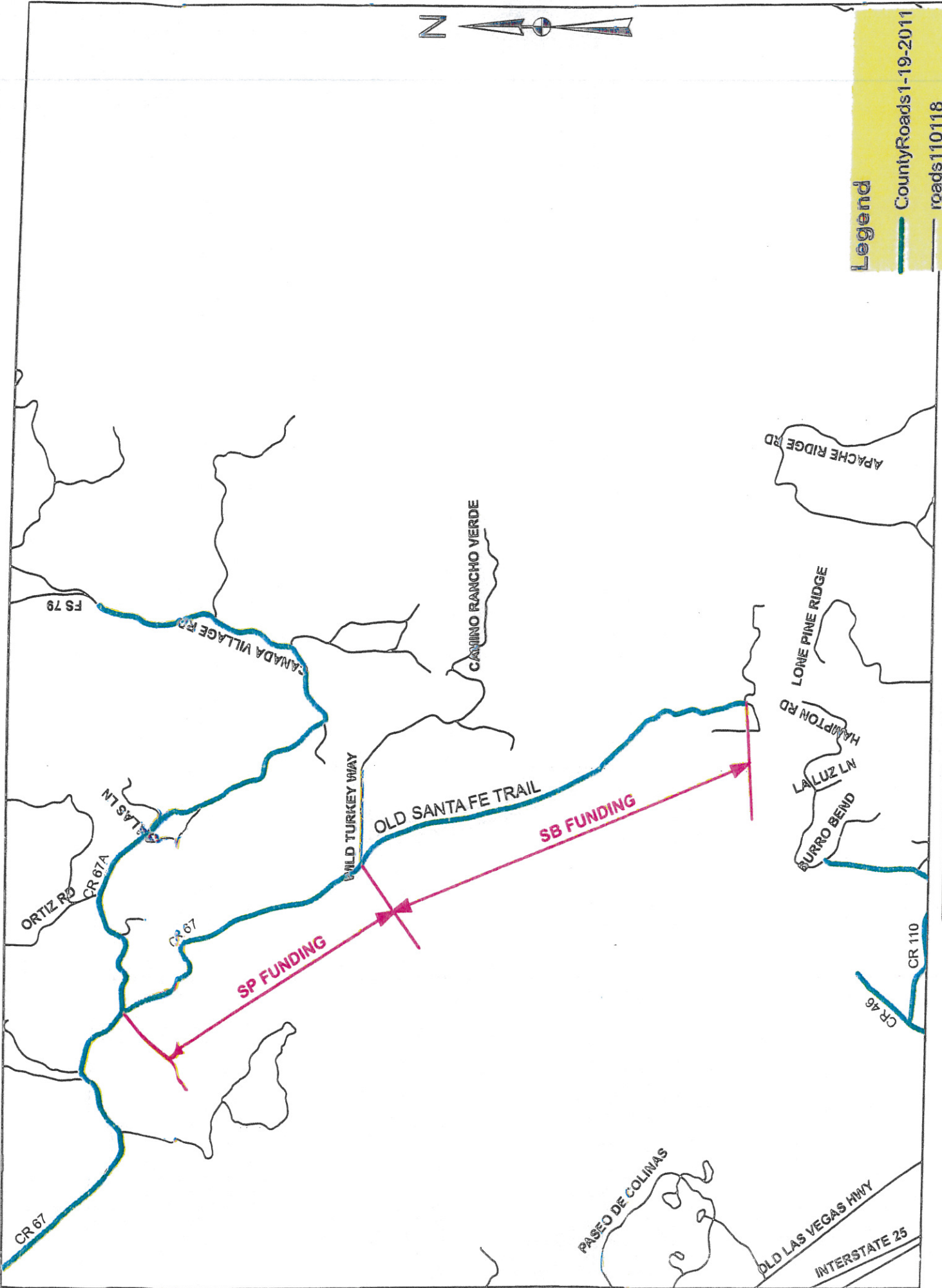
Funding Type: New Mexico Department of Transportation LGRF Program – SB Matching funds from Santa Fe County

Project Estimate: Total Estimated Construction Cost \$118,784.00



**Legend**

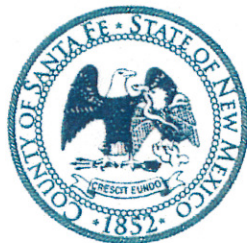
- CountyRoads1-19-2011
- roads110118



**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

August 30, 2011

To: Santa Fe County Board of County Commissioners  
From: Patricio Guerrerortiz, Director Utilities Department   
Re: Approval of Contract No. 10-WC-40-440 Between The U.S. Department Of The Interior, Bureau of Reclamation and Santa Fe County to Lease the Right to use Water The County Owns By Virtue of The San Juan-Chama Project in the Year 2011

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### **Background**

Santa Fe County has 375 acre-feet of 2011 San Juan Chama Project water currently stored in the Heron Reservoir for use at the Buckman Direct Diversion (BDD). Given the amount of native Rio Grande water rights also available for use by Santa Fe County, the use of the San Juan Chama water will not be necessary. The U.S. Department of The Interior, Bureau of Reclamation (BOR) has requested to lease this water to augment the flow of the Rio Grande from Cochiti Dam and San Marcial during the irrigation season.

Under this contract the BOR will pay Santa Fe County \$51.00 per acre-foot for up to 375 acre-feet, not to exceed \$19,125. Payment will occur upon the release of water from Heron Reservoir.

### **Recommendation**

Please approve the requested lease No. 10-WC-40-440 between The U.S. Department of The Interior, Bureau of Reclamation and Santa Fe County.

SAN JUAN-CHAMA PROJECT  
NEW MEXICO

CONTRACT  
Between the  
UNITED STATES OF AMERICA  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
and the  
SANTA FE COUNTY  
TO LEASE THE USE OF  
SAN JUAN-CHAMA PROJECT WATER

THIS CONTRACT (Contract), made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, between the UNITED STATES OF AMERICA, hereafter styled the United States, acting through the Secretary of the Interior (Secretary), Bureau of Reclamation (Reclamation), acting pursuant to the Act of June 17, 1902 (32 Stat. 388) as amended or supplemented, particularly the authority granted the Secretary under Section 14 of the Reclamation Project Act of August 4, 1939 (53 Stat. 1187-1197; 43 U.S.C. § 389), and the Act of June 13, 1962 (76 Stat. 96), commonly referred to as the Reclamation Laws, and the Act of December 28, 1973 (87 Stat. 884), particularly Section 1536 (a) (1) (16 U.S.C. §§ 1531-1543), more commonly known as the Endangered Species Act, and SANTA FE COUNTY, a municipal corporation in the State of New Mexico, herein styled "County."

WITNESSETH THAT:

EXPLANATORY RECITALS

WHEREAS, the Colorado River Storage Project was authorized by the Act of April 11, 1956 (70 Stat. 105), as amended and supplemented by, among other statutes, the Act of December 29, 1981 (PL. 97-140, 95 Stat. 1717), and the Act of June 13, 1962 (76 Stat. 96), which authorized the San Juan-Chama Project as a participating project in the Colorado River Storage Project as set out in 43 U.S.C. § 615pp; and

WHEREAS, on November 23, 1976, the County, the City of Santa Fe, and Public Service Company of New Mexico entered into Contract No. 7-07-50-X0879 with the United States; and

WHEREAS, on July 3, 1995, Public Service Company of New Mexico assigned its interest in Contract No. 7-07-50-X0879 to the County and the City of Santa Fe; and

WHEREAS, under Contract No. 7-07-50-X0879, and pursuant to the Water Resources Agreement between the County and the City of Santa Fe (January 11, 2005), the County is entitled to the delivery of 375 acre-feet of San Juan-Chama Project water annually, to be measured at the outlet of Heron Dam; and

WHEREAS, on October 19, 2006, Santa Fe County entered into Contract No. 05-WC-40-550 with the United States which supersedes Contract No. 7-07-50-X0879 in its entirety; and

WHEREAS, the County has San Juan-Chama Project water available in Heron Reservoir in excess of its current needs which can be made available to the United States for beneficial use under terms and conditions further described herein, all consistent with applicable State and Federal law; and

WHEREAS, the Rio Grande silvery minnow (minnow) has been listed as a Federal endangered species and can be found in a reach of the Rio Grande between Cochiti Dam and San Marcial, New Mexico, which is prone to critically low flows during the irrigation season lasting from March 1 through October 31 each year; and

WHEREAS, until permanent strategies for managing the existing limited water supply to meet the needs of the Middle Rio Grande water users can be effectuated, efforts need to be made to assure that the March 2003 Biological Opinion is satisfied; and

WHEREAS, it is Reclamation's and the County's understanding that the Middle Rio Grande Conservancy District (District) intends to operate its irrigation and drainage system to allow native Rio Grande water to remain in the river undiverted for habitat needs of the minnow; and

WHEREAS, the District's intended operation would likely result in a need for an additional water supply to meet the irrigation needs of its water users; and

WHEREAS, the United States desires to augment the District's water supply by leasing up to 375 acre-feet of the County's 2011 San Juan-Chama Project water allocation remaining in Heron Reservoir for the purpose of irrigation within the District.

NOW, THEREFORE, it is agreed as follows:

#### COUNTY DELIVERABLES

1. a) The County agrees to lease to Reclamation the use of up to 375 acre-feet of its 2011 San Juan-Chama Project water to be stored in Heron Reservoir.

b) The County concurs with the terms of the Waiver described below in section 4.d), that this water is to be used to augment the total water supply to the Middle Rio Grande Valley and is expected to be released from Heron Reservoir by April 30, 2012.

c) The County agrees that no liability shall accrue to the United States should it become necessary for Reclamation to terminate the Waiver so that Reclamation can take prudent action

to ensure that the Project's ability to store water is not impacted, as provided for under the terms and conditions of the Waiver.

d) The County agrees that Reclamation will call for the release of water from Heron Reservoir as necessary, and that it will cooperate with Reclamation as may be needed to facilitate such releases. The points of measurement for deliveries to the United States pursuant to this Contract will be at the outlet works of Heron Reservoir. The parties agree that the water leased pursuant to this agreement is not subject to evaporation losses until it is released from Heron Reservoir.

e) All previous contracts between the County and the United States shall remain in full force and effect during the term of this Contract.

### RECLAMATION DELIVERABLES

2. a) Reclamation will pay the County \$47.00 per acre-foot for a maximum of 375 acre-feet of water released from Heron Reservoir pursuant to this Contract. Reclamation will pay the County only for water it calls for and releases for beneficial use, under terms and conditions described herein, pursuant to this Contract.

b) As consideration for the water provided under the terms of this Agreement, Reclamation will pay 10% in advance of the total payment described under Article 3.a., upon execution of this Contract. The advancement of funds is made in good faith to assist the County with any administrative and legal costs it may incur. Should Reclamation not call for the release of any water, under this Contract, advanced funds will not be recovered by Reclamation.

c) Within 30 days of the final release of water under the terms of this Contract, Reclamation will provide the County an accounting of the amount of leased water released under this Contract.

d) Reclamation will not make any further payment for any leased water spilled from Heron Reservoir, or any water that may revert to the firm yield pool, should Reclamation find it necessary to take prudent action to ensure that the Project's ability to store water does not become impacted; as such, the Waiver and this Contract granted to the County will be terminated. The County agrees that no liability shall accrue to the United States as a result of such termination and that every effort will be made on Reclamation's behalf to notify the County prior to any action being taken.

e) Reclamation shall be solely responsible for all National Environmental Policy Act requirements and costs associated with this Contract, and no such costs shall be passed on to the County.

## PAYMENT

3. a) Payment under this Contract shall not exceed \$17,625 for the term of this Contract, contingent upon appropriation of funds being made therefore. If Reclamation does not call for the release of any of the 375 acre-feet during the term of this Contract, the County shall not be entitled to any further payment from Reclamation.

b) Upon execution of the Contract, and based upon Reclamation's accounting of all the water actually released, the County shall bill Reclamation, no less than annually, for water actually released from Heron Reservoir under the terms of this Contract at a cost of \$47.00 per acre-foot. The original billing shall be submitted to Reclamation at the following address:

Bureau of Reclamation  
Albuquerque Area Office  
Attention: ALB-440  
555 Broadway NE, Suite 100  
Albuquerque NM 87102

c) Upon verification and approval by Reclamation's Contracting Officer, the billing will be forwarded to Reclamation's finance office in Denver, Colorado, for payment to the County via electronic funds transfer. Any correspondence should be directed to the following address:

Santa Fe County  
Utilities Division Director  
Water/Wastewater Operations  
424 NM 599/P.O. Box 276  
Santa Fe NM 87507

## TERM OF CONTRACT AND WAIVER

4. a) This Contract shall be effective from the date of execution and expire upon final payment by the United States, under terms and conditions described herein, pursuant to this Contract.

b) It is agreed by both parties that all water released under this Contract will be in accordance with all applicable State and Federal laws.

c) All provisions of Contract No. 05-WC-40-550, except as provided below, between the County and Reclamation dated October 19, 2006, shall remain in full force and effect, and the agreements entered herein shall not be interpreted in any manner to amend, modify, or affect that contract, or relieve either the County or Reclamation from any obligations or requirements agreed to therein.

d) Reclamation has determined it is advantageous to the United States to waive subarticle 6(c), entitled "Annual Water Carryover Prohibited," of the above Contract No. 05-WC-40-550 (the "Waiver"). Waiver of this provision allows the County to keep any of its remaining 2011 allocation of SJCP water in Heron Reservoir until April 30, 2012, contingent upon the Project's ability to store such water.

i) Should natural events occur that could potentially impact the Project's ability to store spring runoff, the release of waived water from Heron Reservoir may need to occur prior to April 30, 2012, and would be released in a manner consistent with State and Federal law. As such, Reclamation will make every effort to notify the County in advance prior to the release of any waived water. The County agrees to assume all risk of any lost water under said Waiver if Reclamation is not able to make beneficial use of the leased water under the terms of the forthcoming proposed lease agreement. Any losses incurred will be charged to the County after releases are made from Heron Reservoir.

e) National Environmental Policy Act compliance for this Waiver is satisfied by programmatic environmental assessment and finding of no significant impact.

f) This extension of storage time is applicable to the 2011 water year allocation only and should not be construed in any way to affect any future allotments, nor shall it be considered to be a permanent change to the above Contract, except as specified herein.

#### WATER QUALITY

5. The County makes no warranty or representation regarding, and Reclamation assumes all responsibility for, the quality of water released by the County to Reclamation hereunder.

#### WATER RIGHTS PROTECTION

6. No party hereto shall assert that any activity under this Contract shall affect the validity of any existing water rights or rights to water held by any other party.

#### WAIVER OF THIS CONTRACT

7. Waiver of any breach of this Contract by any party hereto shall not constitute a continuing waiver or a waiver of any breach of the same or another provision of this Contract.

#### ASSIGNMENT LIMITED-- SUCCESSORS AND ASSIGNS OBLIGATED

8. The provisions of this Contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this Contract or any right of interest therein by either party shall be valid until approved in writing by the other party.



CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

9. The expenditure or advance of any money or the performance of any obligation of the United States under this Contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the County from any obligations under this Contract. No liability shall accrue to the United States in case funds are not appropriated or allotted.

OFFICIALS NOT TO BENEFIT

10. No Member or Delegate to Congress, Resident Commissioner, or Federal or State Official, shall be admitted to any share or part of this Contract, or to any benefit that may arise therefrom.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their names, the date and year first above written.

APPROVED:

UNITED STATES OF AMERICA

\_\_\_\_\_  
Office of the Regional Solicitor

\_\_\_\_\_  
Regional Director  
Upper Colorado Region  
Bureau of Reclamation

ATTEST:

SANTA FE COUNTY

APPROVED AS TO FORM:

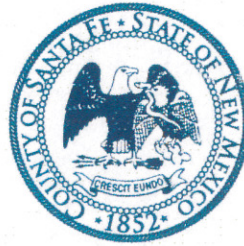
\_\_\_\_\_  
Approved as to form  
Santa Fe County Attorney

By: *[Signature]*  
Date: August 23, 2011

**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:** August 30, 2011  
**To:** Board of County Commissioners  
**From:** Joseph Gutierrez, Director, Community Services Department  
Mark Hogan, Director, Projects and Facilities Division, Public Works Department  
**Re:** **Request Approval Of Amendment No. 5 To The Contract Between Santa Fe County and Montgomery & Andrews, P.A. For Legal Services For The 1<sup>st</sup> Judicial Courthouse Project In The Amount Of \$50,000 For A Total Contract Amount Of \$428,000.**

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#### **Background:**

Santa Fe County is constructing the Steve Herrera First Judicial District Courthouse facility in Santa Fe. The project required remediation of petroleum contamination that migrated onto the County's property from adjacent properties. The remediation planning and implementation process required specialized legal services in the area of environmental remediation to assist the County in addressing regulatory and permitting issues related to the contamination of the site.

The County procured legal services from the firm of Montgomery and Andrews, PA to provide legal assistance on multiple issues, including the environmental remediation activities related to the courthouse project. To date, Montgomery and Andrews, PA has been paid \$234,991.13 for work associated with the Courthouse project. The firm has completed additional work for the County on other projects including for the utilities and roads divisions.

Staff is requesting an increase to the agreement with Montgomery and Andrews specifically to address the courthouse project in the amount of \$50,000.00. The increase will bring the total contract amount to \$428,000. It is not anticipated that any further costs will be incurred for legal services for the courthouse project beyond this requested amount.

#### **Action Requested:**

Staff recommends the approval of Amendment #5 to the contract between Santa Fe County and Montgomery and Andrews, PA for legal services for the First Judicial Courthouse project in the amount of \$50,000.00 for a total contract amount of \$428,000.00.

**AMENDMENT NO. 5  
TO THE PROFESSIONAL SERVICES AGREEMENT  
WITH MONTGEMERY & ANDREWS, P.A.  
FOR LEGAL SERVICES**

**THIS AMENDMENT** is made and entered into this \_\_\_ day of \_\_\_\_\_, 2011, by and between **Santa Fe County**, a political subdivision of the State of New Mexico (hereinafter referred to as "the County") and Montgomery & Andrews, P.A., a California professional association providing legal services with its principal place of business located at 325 Paseo de Peralta, Santa Fe, NM, 87501 (hereafter referred to as "the contractor").

**WHEREAS**, pursuant to NMSA 1978, Section 13-1-112, the County issued Request for Proposal No. 29-0039-LG/JC for procurement of the Professional Services:

**WHEREAS**, the County and the Contractor entered into a Professional Services Agreement on March 30, 2009, in the amount of \$95,000.00; and

**WHEREAS**, Article 18, "NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED," of the agreement allows the parties to amend the Agreement by an instrument in writing executed by the parties; and

**WHEREAS**, Amendment No.1 increased compensation in the amount of \$105,000.00 for a total contract amount of \$200,000.00; and

**WHEREAS**, Amendment No.2 increased compensation in the amount of \$100,000.00 for a total contract amount of \$300,000.00; and

**WHEREAS**, Amendment No.3 increased compensation in the amount of \$35,000.00 for a total contract amount of \$335,000.00; and

**WHEREAS**, Amendment No.4 increased compensation in the amount of \$43,000.00 for a total contract amount of \$378,000.00; and

**WHEREAS**, the parties desire to enter into this Amendment No.5 to increase compensation in the amount of \$50,000 for a total contract amount of \$428,000.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Paragraph 3, "COMPENSATION AND INVOICING," subsection A (1) of the agreement is hereby amended by deleting the first sentence in its entirety and adding the following sentence:
  1. The total compensation to be paid under this Agreement shall not exceed \$428,000 exclusive of gross receipts tax.
2. All other provisions of the Agreement not amended, replaced, or suspended by Amendment No. 1, 2, 3, 4 or by this Amendment No. 5 and shall remain in full force and effect.

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

**SANTA FE COUNTY**

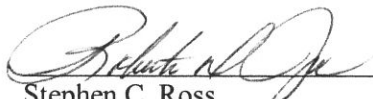
\_\_\_\_\_  
Virginia Vigil, Chair  
Santa Fe County Board of County Commissioners

**ATTEST TO:**

\_\_\_\_\_  
Valerie Espinoza  
Santa Fe County Clerk

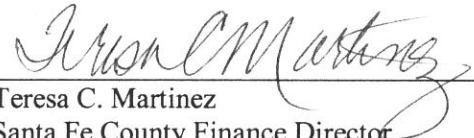
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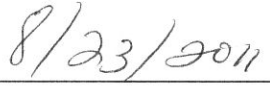
**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Stephen C. Ross  
Santa Fe County Attorney

  
\_\_\_\_\_  
Date

**FINANCE DEPARTMENT APPROVAL:**

  
\_\_\_\_\_  
Teresa C. Martinez  
Santa Fe County Finance Director

  
\_\_\_\_\_  
Date

**MONTGOMERY & ANDREWS, P.A.:**

By: \_\_\_\_\_  
Stephen S. Hamilton

\_\_\_\_\_  
Date

**FEDERAL ID NUMBER:** 85-0262814

**Agreement #29-0039-LG/JC**

	Amendment 1	Amendment 2	Amendment 3	Amendment 4	Amendment 5
Term	29-Mar-13	29-Mar-13	29-Mar-13	29-Mar-13	29-Mar-13
NTE	200,000	\$300,000.00	\$335,000.00	\$378,000.00	\$428,000.00

30-Mar-09	\$95,000.00
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PO	Amount		Remaining
	Encumbered	Expended	
939473	12,126.00	12,126.00	\$0.00
939614	50,000.00	48,297.17	\$1,702.83
942321	32,874.00	32,874.00	\$0.00
942832	30,000.00	26,720.05	\$3,279.95
943745	75,000.00	75,000.00	\$0.00
948581	40,000.00	40,000.00	\$0.00
952117	75,000.00	70,614.51	\$4,385.49
952740	\$25,000.00	\$25,000.00	\$0.00
954187	\$38,000.00	\$31,849.93	\$6,150.07
	\$378,000.00	\$362,481.66	\$15,518.34

AUDIT COMPLETED FOR 1-4 AMENDMENTS ON 8/12/11