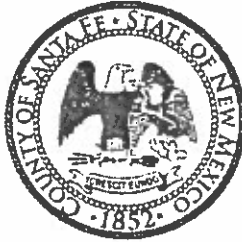


Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
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: February 11, 2015

To: Board of County Commissioners

From: Bill Taylor, Procurement Manager

Via: Katherine Miller, County Manager *KM*
Jeff Trujillo, ASD Director
Adam Leigland, Public Work Director
Mark Hogan, Projects & Facilities Director

ITEM AND ISSUE: BCC Meeting February 24, 2015

REQUEST APPROVAL OF AGREEMENT NO. 2015-0194-PW/PL WITH EMCO OF SANTA FE FOR THE ROMERO PARK PHASE I CIVIL IMPROVEMENTS IN THE AMOUNT OF \$331,622.35 EXCLUSIVE OF GRT AND REQUEST COUNTY MANAGER SIGNATURE AUTHORITY ON THE PURCHASE ORDER / Bill Taylor-Procurement

SUMMARY

The Purchasing Division and the Public Works Department are requesting approval of Agreement No. 2015-0194-PW/PL with EMCO of Santa Fe in the amount of \$331,622.35 exclusive of GRT for the Romero Park Phase I Civil Improvements.

BACKGROUND

Romero Park, formerly known as Agua Fria Park, is located off Caja Del Oro Grant Road/County Road 62 in the historic Village of Agua Fria. Romero Park is an existing community park with amenities such as a basketball court, baseball fields, dog park, playground for 3-5 year old children, and a restroom/concession building. Santa Fe County received a patent for the 70 acre park from the Bureau of Land Management under the Recreation and Public Purposes Act in 1971. The park was originally developed in the 1970s under the Federal Land Water and Conservation Fund Program. The facilities are aging and are in need of improvements. The park also houses community facilities including La Familia Medical Center, the Nancy Rodriguez Community Center and the Agua Fria Fire Station.

The design was completed by Design Office of Santa Fe and includes a new community lawn, playground for 5-12 year old children, shade structure and family picnic area, new access drive and parking, connector trails and walkways, signage, landscaping and irrigation and incorporates select existing park facilities.

The civil improvements include selective site demolition, site preparation, earthwork, entry drive and parking, regulatory signage/stripping, utilities, hardscape improvements and irrigation sleeving around existing facilities and improvements.

The Purchasing Division issued Invitation for Bid (IFB) No. 2015-0194-PW/PL on December 28, 2014. This solicitation was advertised in the Santa Fe New Mexican and in the Albuquerque Journal and posted on the County's Website. Twelve (12) contractors attended the mandatory pre-bid conference and six bids were received from the following construction companies at the January 27, 2014 Public Bid Opening:

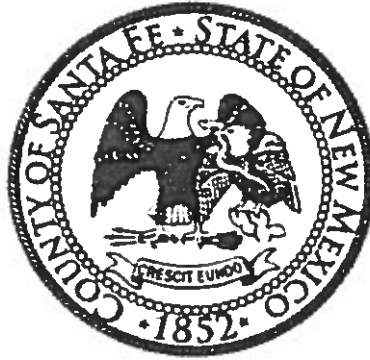
EMCO of Santa Fe, Santa Fe, N.M.
MaxTek Contractors, Albuquerque, N.M.
A.A.C. Construction, Santa Fe, N.M.
Century Club Construction, Albuquerque, N.M.
Universal Constructors, Albuquerque, N.M.
Sparling Construction, Albuquerque, N.M.

All bids were reviewed for responsiveness by the Purchasing staff and EMCO of Santa Fe was determined to be the lowest, responsive bid received.

ACTION REQUESTED

The Purchasing Division and the Public Works Department are requesting approval of Agreement No. 2015-0194-PW/PL with EMCO of Santa Fe in the amount of \$331,622.35 exclusive of GRT and request County Manager signature authority on the purchase order.

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



**SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION
2014 EDITION**

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

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

Hereafter "County":

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

Hereafter "Contractor":

EMCO of Santa Fe
3810 Oliver Road
Santa Fe, New Mexico 87507
TELEPHONE: 505-474-3434
E-MAIL ADDRESS: emco@rpcceo.com

LANDSCAPE ARCHITECT

NAME: Design Office, LLC
ADDRESS: 1300 Luisa Street Suite 24
Santa Fe, New Mexico 87505
TELEPHONE: (505) 983-1415
E-MAIL ADDRESS: chorn@do-designoffice.com

Table of Contents

	Page No
RECITALS	10
Article 1 The Contract Documents	10
1.1 Documents	10
1.2 Certificates and Documentation.....	10
Article 2 The Work	11
2.1 The Work.....	11
Article 3 Effective Date, Time of Commencement, Substantial Completion and Amendments	11
3.1 Effective Date	11
3.2 Time of Commencement.....	11
3.3 Substantial Completion.....	11
3.4 Time for Completion and Liquidated Damages.....	11
3.5 Amendments	13
Article 4 Contract Sum	13
4.1 Lump Sum.....	13
4.2 Contract Amount.....	13
Article 5 Progress Payments	14
5.1 Progress Payments	14
Article 6 Final Payment	15
6.1 Final Payment	15
6.2 Acceptance of Final Payment Constitutes Release.....	15
 GENERAL CONDITIONS	
1. Definitions.....	17
1.1 Application for Payment	17
1.2 Change Order	17
1.3 Calendar Day	17
1.4 Contract Period	17
1.5 Contractor	17
1.6 Construction Documents.....	17
1.7 Construction Schedule	17
1.8 Day.....	17
1.9 Labor and Material Payment Bond.....	17

1.10 Lump Sum Agreement.....18

1.11 Lump Sum Bid.....18

1.12 Lump Sum Contract.....18

1.13 Payment Bond.....18

1.14 Performance Bond.....18

1.15 Progress Payment.....18

1.16 Progress Schedule.....18

1.17 Punch List.....18

1.18 Schedule of Values.....18

1.19 Services.....18

1.20 Stipulated Sum Agreement.....19

1.21 Subcontractor.....19

1.22 Unit Price Contract.....19

1.23 Unit Prices.....19

1.24 Working Day.....19

1.25 Work on the Project.....19

2. Contract and Contract Documents.....19

2.1 Entire Agreement.....19

2.2 Relationship of Contract Documents.....19

2.3 Conflicting Conditions.....19

3. Plans, Specifications and Addenda.....20

3.1 The plans, specifications and addenda.....20

3.2 Certificates and Documents Incorporated.....20

4. Contract Security - Bonds.....20

4.1 Performance Bond.....20

4.2 Payment Bond.....20

4.3 Additional or Substitute Bond.....20

4.4 Labor and Material Bond.....20

5. Terms and Meanings.....20

5.1 Words and Phrases.....21

5.2 Gender, Singular/Plural.....21

5.3 Captions & Section Headings.....21

5.4 Interchangeable Terms.....21

6. Compliance with Applicable Law, Choice of Law.....21

6.1 Agreement governed by the laws of the State of New Mexico.....21

6.2 Contractor shall comply with all applicable laws, ordinances & regulations.....21

6.3 Minimum Wage Rate.....21

6.4 Litigation shall be federal and state district courts of New Mexico21

6.5 Bribes, Kickbacks and Gratuities.....21

6.6 New Mexico Tort Claims Act.....21

6.7 Provision Required by Law Deemed Inserted22

7. Effective Date & Term.....22

7.1 Agreement shall become effective.....22

7.2 Substantial Completion.....22

8. Termination.....22

8.1 Termination of Agreement for Cause23

8.2 Termination for Convenience23

8.3 Right of the County to Terminate Contract23

9. Appropriations & Authorizations23

10. Amendments – Change Orders23

11. Indemnification.....23

11.1 Contractor shall indemnify23

11.2 County shall have right to control and participate in defense
of demand or suit24

11.3 Contractor’s obligations shall not be limited by provisions of
insurance policy24

12. Aggrievement Procedure During Contract Administration24

12.1 Claims, Disputes or other matters.....24

12.2 Settlement Agreement.....24

12.3 Contractor shall carry on Work during dispute resolution proceedings24

13. Dispute Resolution.....24

13.1 Mediation.....24

13.2 Mediation Process24

13.3 Litigation.....25

14. Insurance.....25

14.1 Insurance required before contractor commences work25

14.2 Proof of Carriage of Insurance.....25

14.3 General Conditions25

14.4 General Liability Insurance, including automobile25

14.5 Subcontractor’s Public Liability & Property Damage Insurance25

14.6 Worker’s Compensation Insurance.....25

14.7 Scope of Insurance and Special Hazards26

14.8 Builder’s Risk Insurance.....26

14.9 Increased Limits.....26

14.10 Additional Insured26

15. Independent Contractor.....26

15.1 Contractor and its agents are independent contractors26

15.2 Contractor shall not subcontractor without written approval27

15.3 Contractor shall maintain detailed time records27

16. Conflict of Interest of Officers or Employees of the Local Jurisdiction.....27

16.1 No officer or employee shall have any interest shall have any interest.....27

16.2 No official of the County shall be interested personally in this contract.....27

16.3 Contractor warrants no conflict of interest27

17. Assignment27

17.1 Contractor shall not assign or transfer any interest in this Agreement.....27

18. Subcontracting27

18.1 Contractor shall not subcontract without written notice to County27

18.2 Contractor shall provide listing of subcontractors28

18.3 Contractor shall adhere to all provisions of Subcontractor’s Fair Practices Act.....28

18.4 Contractor shall provide Non-Collusion and EEO forms for all subcontractors28

18.5 Contractor shall not award any work without written notice to County.....28

18.6 Contractor shall be responsible for acts and omissions of subcontractors.....28

18.7 Contractor shall cause appropriate provisions in all subcontracts.....28

18.8 Nothing shall create contractual relation between County and subcontractors28

18.9 New Mexico Little Miller Act28

19. Personnel.....28

19.1 All work performed by Contractor28

19.2 Contractor shall secure all qualified personnel required to perform work29

20. Notices29

20.1 Notice required shall be in writing.....29

20.2 Nothing shall preclude the giving of written Notice29

21. Release29

22. Waiver.....29

CONDITIONS OF THE WORK

1. Additional Instructions & Detail Drawings30

1.1 Additional instructions & drawings as necessary30

2. Shop or Setting Drawings30

2.1 Contractor shall submit copies of shop or setting drawing.....30

3. Materials, Services and Facilities30

4. Contractor’s Title to Materials.....30

4.1 No materials or supplies shall be purchased by subject to chattel mortgage30

5. Inspection and Testing of Materials.....31

5.1 All material and equipment shall be subject to adequate inspection31

5.2 Materials of construction shall be subject to inspection and testing.....31

6. “Or Equal” Clause.....31

6.1 To establish a standard31

7. Patents31

7.1 Patented or Unpatented Invention.....31

7.2 License or Royalty Fees.....31

7.3 Copyrighted Design31

8. Surveys, Permits and Regulations.....32

8.1 County will furnish all surveys32

8.2 Contractor shall procure and pay all permits, licenses and approvals32

8.3 Contractor shall comply with all laws, ordinances, rules orders & regulations32

9. Contractor’s Obligations.....32

9.1 Contractor shall perform all work and furnish all materials,
equipment, machinery32

9.2 Contractor shall complete entire work.....32

10. Weather Conditions32

10.1 Temporary suspension of Work.....32

11. Protection of Work and Property - Emergency.....32

11.1 Contractor shall safeguard County’s property32

11.2 Emergency which threatens loss or injury of property33

11.3 Contractor shall act as instructed or authorized33

11.4 Reimbursement claimed by Contractor33

12. Inspection.....33

12.1 County shall be permitted to inspect all work, materials, payrolls, records33

13. Reports, Records and Data.....33

13.1 Contractor shall submit to County schedules, payrolls, reports, estimates.....33

14. Superintendent by Contractor33

14.1 Contractor shall employ a construction superintendent.....33

15. Changes in Work.....33

15.1 No changes in Work without written approval33

16. Extras34

16.1 County may order extra Work34

17. Inspection of Services34

17.1 Contractor shall provide inspection system34

17.2 County has the right to inspect and test all services34

17.3 Contractor shall furnish all reasonable facilities and assistance.....34

17.4 If any services do not conform with Contract requirements.....34

17.5 County may perform the services and charge Contractor.....35

18. Correction of Work35

18.1 Work shall be made good if failure to meet County approval.....35

19. Warranty of Construction35

19.1 Warrants that Work conforms with Contract requirements.....35

19.2 One year warranty.....35

19.3 Contractor shall remedy any failure to conform.....35

19.4 Contractor shall restore any Work damaged.....35

19.5 County shall notify Contractor of any failure, defect or damage36

19.6 If Contractor fails to remedy.....36

19.7 Contractor shall obtain all warranties, executed in writing36

19.8 Contractor’s warranty has expired.....36

19.9 Defect in County furnished material or design36

19.10 County’s rights under the Inspection and Acceptance Clause.....36

20. Subsurface Conditions Found Different36

20.1 Subsurface conditions materially differing from plans and specifications.....36

21. Claims for Extra Cost.....36

21.1 No claim for extra work or cost36

22. Construction Schedule and Periodic Estimates.....37

22.1 Estimated construction progress schedule37

22.2 Progress Schedule37

23. Assignments37

23.1 Contractor shall not assign.....37

24. Mutual Responsibility of Contractors.....37

24.1 Acts of Negligence.....37

25. Separate Contract38

25.1 Coordination with other contractors38

26. Architect/Engineer’s Authority.....38

26.1 Orders & Directions to execution of the Work.....38

26.2 Decisions concerning meaning and intent38

27. Stated Allowances.....38

27.1 Contract sum for all allowances.....38

28. Use of Premises and Removal of Debris39

28.1 Contractor undertakes at own expense39

29. Quantities of Estimate.....39

29.1 Increase and decrease of estimated quantities39

30. Lands and Right-of-Way.....39

30.1 County shall obtain all lands and rights-of way.....39

31. General Guaranty39

31.1 Work not done in accordance with contract documents39

32. Protection of Lives and Health40

32.1 Protection of persons and property40

33. Interest of Member.....40

33.1 BCC shall not have any share or interest.....40

34. Other Prohibited Interests40

34.1 No County official or others to be personally interested in Contract40

35. Use & Occupancy Prior to Acceptance by County.....40

35.1 Partial Occupancy by County.....40

Attachment A Bid Sheets41

Attachment B Addenda and Modifications.....42

Exhibit A Project Manual43

Exhibit B Technical Specifications44

Exhibit C	Labor and Material Payment Bond	45
Exhibit D	Performance Bond	47
Exhibit E	Assignment of Antitrust Claims.....	49
Exhibit F	Certificate of Liability Insurance.....	50
Exhibit G	Notice of Contract Award.....	51
Exhibit H	Notice to Proceed	52
Exhibit I	Change Order)	54
Exhibit J	Certificate of Substantial Completion	56

RECITALS

WHEREAS, in accordance with Section 13-1-103 through Section 13-1-110 NMSA 1978, the County issued Invitation for Bid (IFB) No. 2015-0194-PW/PL for construction services for Romero Park Phase I Civil Improvements; and

WHEREAS, the Contractor submitted its bid, dated January 27, 2015 in response to IFB No. 2015-0194-PW/PL; and

WHEREAS, the County is authorized to enter into a construction contract for the Project pursuant to Sections 13-1-100, NMSA 1978; and

WHEREAS, the Contractor hereby represents that it is a licensed contractor of the State of New Mexico pursuant to Chapter 60, Article 13 NMSA 1978; and

WHEREAS, the Owner agrees to hire the Contractor, and the Contractor agrees to provide Construction Services as required herein for the Project in accordance with the terms and conditions set forth in this Agreement; and

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

**ARTICLE 1
THE CONTRACT DOCUMENTS**

1.1 DOCUMENTS

The contract documents consist of the following:

- Agreement between County and Contractor
- General Conditions of the Construction Contract
- Conditions of the Work of the Construction Contract
- Bid Sheet Attachment A
- Addenda and Modifications issued Attachment B
before and after execution of this Contract

1.2 CERTIFICATES AND DOCUMENTATION

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

- Project Manual Exhibit A
- Technical Specifications as listed in Plan Set Exhibit B
- Labor and Material Payment Bond Exhibit C
- Performance Bond Exhibit D
- Assignment of Antitrust Claims Exhibit E
- Certificate of Insurance Exhibit F

Notice of Award
Notice to Proceed
Change Order
Certificate of Substantial Completion

Exhibit G
Exhibit H
Exhibit I
Exhibit J

ARTICLE 2 THE WORK

2.1 THE WORK

The Contractor shall perform all the Work required by the Contract Documents for the following:

The Romero Park Phase I Civil Improvements located at County Road 62, Santa Fe, New Mexico consists of site improvements to include selective site demolition, site preparation, earthwork, entry drive and parking, regulatory signage / striping, utilities, hardscape improvements and irrigation sleeving around existing facilities and improvements.

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

3.1 EFFECTIVE DATE

The Effective Date of this Agreement is the date of signature by the County.

3.2 TIME OF COMMENCEMENT

The work to be performed under this Contract shall be commenced no later than ten (10) consecutive calendar days after the date of written Notice to Proceed issued by the County, hereto attached as Exhibit H.

3.3 SUBSTANTIAL COMPLETION

The Contractor shall achieve Substantial Completion of the entire work no later than ninety (90) calendar days from the date of the Notice to Proceed, except as hereafter extended by valid written Change Order. A Certificate of Substantial Completion, attached hereto as Exhibit J, will be issued by the County to the Contractor, as adjusted by any Change Order, attached hereto as Exhibit I.

3.4 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified in this Article, the Contractor agrees that Liquidated Damages in the amount of three hundred dollars (\$300.00) shall be assessed per each calendar day that expires after the date of substantial completion, as adjusted by any change order, and until issuance by the County of a

certificate of Substantial Completion in accordance with Paragraph 7 EFFECTIVE DATE AND TERM of the General Conditions.

- A. It is hereby understood and mutually agreed, by and between the Contractor and the County, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are *essential conditions* of this contract and it is further mutually understood and agreed that the work outlined in this contract shall be commenced on a date to be specified in the "Notice to Proceed."
- B. The Contractor agrees that work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the County, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- C. If the Contractor shall neglect, fail or refuse to complete the work within the time herein specified or any proper extension thereof granted by the County, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the County the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as herein set forth, for each and every calendar day that the contract shall be in default after the time stipulated in the contract for completing the work.
- D. The amount is fixed and agreed upon by and between the Contractor and the County because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the County would in such event sustain, and the amount is agreed to be the amount of damages which the County would sustain and the amount shall be retained from time to time by the County from current periodical estimates.
- E. It is agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided that the Contractor shall not be charged with liquidated damages or any excess cost when the County determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the County. Provided that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:
 - 1. To any preference, priority or allocation order duly issued by the County;
 - 2. To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the County, acts of another contractor in the performance of a contract with the County, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather;

3. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections above.

F. Provided further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the County shall grant a further period of time prior to the date of final settlement of the contract, notify the County in writing of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

3.5 AMENDMENTS

This Agreement may be amended by mutual agreement by both parties upon issuance of a Change Order by the County to the Contractor. Any such amendment shall be in accordance with Paragraph 10 AMENDMENTS-CHANGE ORDERS of the General Conditions. Unless otherwise agreed to by the parties, an amendment shall not affect any outstanding Purchase Order(s) issued by the County prior to the effective date of the amendment.

ARTICLE 4 CONTRACT SUM

4.1 CONTRACT SUM

The County shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, an agreed upon amount of Three hundred thirty-one thousand six hundred twenty-two dollars and thirty-five cents (\$331,622.35), exclusive of New Mexico gross receipts tax.

4.2 CONTRACT AMOUNT

The Contract sum is determined as follows:

Base Bid (Bid Items #1 - # 77)	\$ 330,020.35
Additive Alternate #3	\$ 1,602.00
Total Contract Amount	\$ 331,622.35

ARTICLE 5 PROGRESS PAYMENTS

5.1 PROGRESS PAYMENTS

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

- A. No later than (21) working days following receipt by the County of an undisputed Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the Work and one hundred percent (100%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the County; less such amounts as the Architect/ Engineer shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents (Section 57-28-5, NMSA 1978).
- B. When making payments, the County, Contractor or subcontractor shall not retain, withhold, hold back or in any other manner not pay amounts owed for work performed. For additional information regarding retainage and the Prompt Payment Act (refer to Section 57-28-5, NMSA 1978).
- C. Contractors and subcontractors shall make prompt payment to their subcontractors and suppliers for amounts owed for work performed on the construction project within twenty-one days after receipt of payment from the County, contractor or subcontractor. If the contractor or subcontractor fails to pay its subcontractor and suppliers by first-class mail or hand delivery within twenty-one days after receipt of an undisputed request for payment, the contractor or subcontractor shall pay interest to its subcontractors and suppliers beginning on the twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until payment is issued. These payment provisions apply to all tiers of contractors, subcontractors and suppliers (Section 57-28-1 et. seq. NMSA 1978).
- D. In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration.
- E. All material and work covered by partial payments made shall thereupon become the sole property of the County, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the County to require the fulfillment of all of the terms of the contract.

- F. County's right to withhold certain amounts and make application thereof. The Contractor agrees that it will indemnify and hold the County harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnisher of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall, at the County's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails so to do, then the County may, after having served written notice on the said Contractor, either pay unpaid bills, of which the County has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the County to either the Contractor or its Surety. In paying any unpaid bills of the Contractor, the County shall be deemed the agent of the Contractor, and any payment so made by the County shall be considered as a payment made under the contract by the County to the Contractor and the County shall not be liable to the Contractor for any such payments made in good faith.

ARTICLE 6 FINAL PAYMENT

6.1 FINAL PAYMENT

The entire unpaid balance of the Contract Sum, shall be paid by the County to the Contractor within thirty (30) calendar days after notification of the County by the Architect/Engineer that all incomplete and unacceptable work that was noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion has been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the Architect/Engineer. In addition, the Contractor shall provide to the County a certified statement of Release of Liens and Consent of Surety.

6.2 ACCEPTANCE OF FINAL PAYMENT CONTITUTES RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the County of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the County and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or its sureties from any obligations under this contract or the Performance and Payment Bond.

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

SANTA FE COUNTY

Robert A. Anaya, Board Chair
Santa Fe County Board of County Commissioners

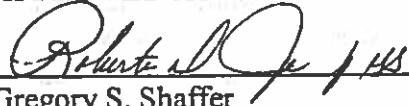
Date

ATTESTATION:

Geraldine Salazar
Santa Fe County Clerk

Date

APPROVED AS TO FORM:



Gregory S. Shaffer
Santa Fe County Attorney

2-10-15

Date

FINANCE DEPARTMENT APPROVAL:



Teresa C. Martinez
Santa Fe County Finance Director

2/12/15

Date

CONTRACTOR

Signature

Date

Print Name

Print Title

**GENERAL CONDITIONS
TO AGREEMENT BETWEEN SANTA FE COUNTY
AND CONTRACTOR
FOR CONSTRUCTION SERVICES**

1.0 DEFINITIONS

The following terms as used in this contract are respectively defined as follows:

- 1.1 *Application for Payment* Contractor's written request for payment for completed portions of the work and, for materials delivered or stored and properly labeled for the respective project.
- 1.2 *Change Order* A written document between the County and the Contractor signed by the County and the Contractor authorizing a change in the work or an adjustment in the contract sum or the contract time. A change order may be signed by the Architect or Engineer, provided they have written authority from the County for such procedure and that a copy of such written authority is furnished to the Contractor upon request. The contract sum and the contract time may be changed only by change order. A change order may be in the form of additional compensation or time; or less compensation or time known as a Deduction (from the contract) the amount deducted from the contract sum by change order.
- 1.3 *Calendar Day* Each and every Day shown on the calendar, beginning and ending at midnight.
- 1.4 *Contract Period* The elapsed number of working days or calendar days from the specified date of commencing work to the specified date of completion, as specified in the contract.
- 1.5 *Contractor* is a person, firm or corporation with whom the contract is entered into with the County.
- 1.6 *Construction Documents* All drawings, specifications and addenda associated with a specific construction project.
- 1.7 *Construction Schedule* A schedule in form satisfactory to the County, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule.
- 1.8 *Day* The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.
- 1.9 *Labor and Material Payment Bond* A written form of security from a surety (bonding) company to the County, on behalf of an acceptable prime Contractor or

subcontractor, guaranteeing payment to the County in the event the Contractor fails to pay for all labor, materials, equipment, or services in accordance with the contract. (see Performance Bond and Surety Bond).

- 1.10 *Lump Sum Agreement (See Stipulated Sum Agreement)*
- 1.11 *Lump Sum Bid* A single entry amount to cover all labor, equipment, materials, services, and overhead and profit for completing the construction of a variety of unspecified items of work without the benefit of a cost breakdown.
- 1.12 *Lump Sum Contract* A written contract between the County and Contractor wherein the County agrees to pay the contractor a specified sum of money for completing a scope of work consisting of a variety of unspecified items or work.
- 1.13 *Payment Bond* A written form of security from a surety company to the County, on behalf of an acceptable prime contractor or subcontractor, guaranteeing payment to all persons providing labor, materials, equipment, or services in accordance with the contract.
- 1.14 *Performance Bond* A written form of security from a surety company to the County, on behalf of an acceptable prime contractor or subcontractor, guaranteeing the completion of the work in accordance with the terms of the contract.
- 1.15 *Progress Payment* A payment from the County to the Contractor determined by calculating the difference between the completed work and materials stored and a predetermined schedule of values or unit costs. (see Schedule of Values, Unit Costs).
- 1.16 *Progress Schedule* A pictorial or written schedule (including a graph or diagram) that shows proposed and actual start and completion dates of the various work elements.
- 1.17 *Punch list* a list of items to be completed or corrected, prepared by the Architect/Engineer, checked and augmented as required by the Contractor or Construction Manager is appended hereto as Exhibit J. Note: The failure to include any item on such list does not relieve the Contractor of the responsibility to complete all work in accordance with the contract documents.
- 1.18 *Schedule of Values* A statement furnished by the Contractor to the Architect or Engineer and the County reflecting the portions of the contract sum allotted for the various parts of the work and used as the basis for reviewing the Contractor's Applications for Payment.
- 1.19 *Services* Includes services performed, workmanship, and material furnished or utilized in the performance of services.

- 1.20 Stipulated Sum Agreement** A written agreement in which a specific amount is set forth as the total payment for completing the contract (See Lump Sum Contract).
- 1.21 Subcontractor** is a person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.
- 1.22 Unit Price Contract** A written contract wherein the County agrees to pay the Contractor a specified amount of money for each unit of work successfully completed as set forth in the contract.
- 1.23 Unit Prices** A predetermined price for a measurement or quantity of work to be performed within a specific contract. The designated unit price would include all labor materials, equipment or services associated with the measurement or quantity established.
- 1.24 Working Day** means every day except Saturday, Sunday and holidays recognized by Santa Fe County. Based on a review of weather that may adversely affect the Contractor's ability to effectively prosecute the Work, and the actual Work performed by the Contractor, the Architect or Engineer will determine (between the end of the day and noon of the next day) if the County will charge a Working Day. If the Contractor was able to effectively prosecute Work on a critical path item for six (6) or more hours on a Saturday, Sunday or County-recognized Holiday, the Architect or Engineer may charge a Working Day.
- 1.25 Work on (at) the project** is work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any subcontractor.

2. CONTRACT AND CONTRACT DOCUMENTS

- 2.1 Entire Agreement.** This Agreement represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Agreement, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior condition, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless incorporated in this written Agreement.
- 2.2 Relationship of Contract Documents.** The Contract Documents are complementary, and any requirement of one Contract Document shall be as binding as if required by all.
- 2.3 Conflicting Conditions.** Any provisions in any of the Contract Documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.

3. PLANS, SPECIFICATIONS AND ADDENDA

- 3.1** The plans, specifications and addenda, hereinafter enumerated in Article 1 of the Agreement Between County and Contractor for Construction shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretation of the provisions to which they refer.
- 3.2** Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Agreement shall be attached to this Agreement at the time of execution, and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

4. CONTRACT SECURITY – BONDS

- 4.1** Performance Bond. The Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract sum as security for the faithful performance of this contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law.
- 4.2** Payment Bond. The Contractor shall provide payment bond in an amount not less than one hundred percent (100%) of the contract price or in a penal sum not less than that prescribed by state, territorial or local law, as security for the payment of all persons performing labor on the project under this contract, furnishing materials in connection with this contract and all of Contractor's requirements as specified in the contract documents. The Payment Bond shall remain in effect until one year after the date when final payment becomes due.
- 4.3** Additional or Substitute Bond. If at any time the County for justifiable cause shall be or become dissatisfied with any surety or sureties, then upon the Performance or Payment Bonds, the Contractor shall within five (5) days after notice from the County so to do, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the County. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the County.
- 4.4** Labor and Material Bond. The Contractor shall provide to the County Labor and Material Bond in an amount equal to the required payments by the Contractor to pay specified subcontractors, laborers, and materials suppliers associated with the project.

5. TERMS AND MEANINGS

Terms used in this Agreement that are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

- 5.1 **Words and Phrases.** Words, phrases, and abbreviations which have well-known technical or trade meanings used in the Contract Documents shall be used according to such recognized meanings. In the event of a conflict, the more stringent meaning shall govern.
- 5.2 **Gender, Singular/Plural.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.
- 5.3 **Captions and Section Headings.** The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope and conditions of this Agreement.
- 5.4 **Interchangeable Terms.** For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.

6. COMPLIANCE WITH APPLICABLE LAW, CHOICE OF LAW

- 6.1 This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of New Mexico and applicable ordinances of Santa Fe County.
- 6.2 In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations, including Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).
- 6.3 **Minimum Wage Rates.** The Contractor, all subcontractors and subsubcontractors warrants and agree to will comply with all applicable provisions of the New Mexico Public Works Minimum Wage Act as outlined in the Bid Documents. Wage rates are not applicable to projects costing less than \$60,000.
- 6.4 This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be federal and state district courts of New Mexico.
- 6.5 Pursuant to 13-1-191, NMSA 1978, reference is hereby made to the criminal laws of New Mexico, including §30-14-1, §30-24-2, and §30-41-1 through 3 NMSA 1978, which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code, 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation.
- 6.6 **New Mexico Tort Claims Act.** By entering into this Agreement, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et Seq. NMSA 1978, as amended. The County and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not

waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

- 6.7 Provision Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

7. EFFECTIVE DATE AND TERM

- 7.1 This Agreement shall, upon due execution by all parties, become effective in accordance with the Agreement Between County and Contractor for Construction, Article 3 - Effective Date, Time of Commencement and Substantial Completion. This Agreement shall not become effective until: (1) approved by the Santa Fe County Commissioners and/or the County Manager or their designee; and (2) signed by all parties required to sign this Agreement.
- 7.2 This Contract shall achieve Substantial Completion in accordance with the Agreement Between County and Contractor, Article 3 - Effective Date, Time of Commencement and Substantial Completion, unless earlier terminated pursuant to Section 8 (Termination) or 9, (Appropriations and Authorizations) of these General Conditions.

8. TERMINATION

- 8.1 Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.
- 8.2 Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than fifteen (15) days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

8.3 Right of the County to Terminate Contract In the event that any of the provisions of this contract are violated by the Contractor, or by any of its subcontractors, the County may serve written notice upon the Contractor and the Surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the County shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the contract. Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the County may take over the work and prosecute the same to completion by contract or by force account and at the expense of the Contractor and the Contractor and its Surety shall be liable to the County for any excess cost occasioned the County thereby, and in such event the County may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

9. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Santa Fe County Board of County Commissioners and/or, if state funds are involved, the New Mexico State Legislature. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

10. AMENDMENTS – CHANGE ORDERS

Contract Documents may be amended by a Change Order, hereto attached as Exhibit I to allow for additions, deletions, and revision as specified in Article 2 "The Work" of the Agreement between Santa Fe County and the Contractor or to amend the terms and conditions by a Change Order.

11. INDEMNIFICATION

11.1 The Contractor shall defend, indemnify, and hold harmless the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.

- 11.2 The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent can not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.
- 11.3 The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

12. AGGRIEVEMENT PROCEDURE DURING CONTRACT ADMINISTRATION

- 12.1 Any claims, disputes, or other matters in question between the Contractor and the County, except those which have been waived by the making or acceptance of final payment as provided in Paragraph 6.2 of the Agreement Between Santa Fe County and Contractor for Construction, shall be presented in the form of a written request accompanied by supporting data to the Architect/Engineer for formal decision, with a copy to the other party. Such formal decision of the Architect/Engineer is binding upon the Contractor and the Owner unless either or both notify each other and the Architect/Engineer in writing within fifteen (15) days of their receipt of the decision that they are unwilling to abide by the Architect's/Engineer's decision, are thereby aggrieved in connection with the decision, and are separately exercising such rights as either may have under the Contract Documents or by law and regulation. If the Architect/Engineer fails to provide a written decision or a reasonable schedule to issue a written decision within ten (10) days after the County or the Contractor has presented its request, that party may consider itself aggrieved and may proceed to exercise its rights.
- 12.2 A settlement agreement signed by the County and the Contractor shall supersede and cancel any other dispute resolution proceedings regarding the same matter.
- 12.3 Unless work is stopped or payment withheld in accordance with the conditions of the Contract, or unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any dispute resolution proceedings, and the Owner shall continue to make payments to the Contractor in accordance with the Contract Documents.

13. DISPUTE RESOLUTION

- 13.1 Either County or Contractor may request mediation pursuant to the New Mexico Public Works Mediation Act, 13-4C-1 NMSA 1978, of any claim before such decision become final and binding. The request for mediation shall be submitted in writing to the other party. Timely submission of the request shall stay the effect of Paragraph 12.1.
- 13.2 County and Contractor shall participate in the mediation process in good faith. The process shall be completed within Sixty (60) days of filing of the request. The mediation shall be governed by the rules for mediation pursuant to the New Mexico Public Works Mediation Act.

13.3 If the dispute is not resolved by mediation, the dispute shall be resolved through litigation in the district court. The parties agree that the exclusive forum for such litigation shall be the State of New Mexico District Court for the First Judicial District at Santa Fe, New Mexico. Contractor irrevocably consents to the jurisdiction of said Court and agrees to accept service of a summons and complaint by mail or commercial courier service in accordance with Rule 1-004(E)(3) NMRA.

14. INSURANCE

14.1 The Contractor shall not commence work under this contract until they have obtained all the insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on its subcontract until the insurance required of the subcontractor has been so obtained and approved.

14.2 Proof of Carriage of Insurance. The Contractor shall furnish the County with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions".

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

14.4 General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The Santa Fe County shall be a named additional insured on the policy.

14.5 Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall either 1) require each of its subcontractors to procure and to maintain during the life of its subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in 14.4 above.

14.6 Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act, 52-1-1 to 52-1-70 NMSA 1978. The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance as required by applicable State law for all of its employees to be engaged in work at the site of

the project under this Contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation law, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of its employees as are not otherwise protected.

14.7 Scope of Insurance and Special Hazards. The insurance require under subparagraphs 14.4 and 14.5 hereof shall provide adequate protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this Contract.

14.8 Builder's Risk Insurance (Fire and Extended Coverage). Until the project is completed and accepted by the County, the County, or Contractor at the County's option is required to maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the County, the Contractor, subcontractors as their interests may appear. The Contractor shall not include any costs for Builder's Risk Insurance (fire and extended coverage) premiums during construction unless the Contractor is required to provide such insurance; however, this provision shall not release the Contractor from its obligation to complete, according to plans and specifications, the project covered by the contract, and the Contractor and his Surety shall be obligated to full performance of the Contractor's undertaking.

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

14.10 Additional insured. Santa Fe County will be listed as an additional insured on all policies, and proof of coverage must be provided before work begins. Contractor shall maintain adequate insurance in at least the maximum amounts which the County could be liable under the New Mexico Tort Claims Act. It is the sole responsibility of the Contractor to be in compliance with the law.

15. INDEPENDENT CONTRACTOR

15.1 The Contractor and the Contractor's agents and employees are independent contractors performing professional and technical services for the County and are not employees of the County. The Contractor and the Contractor's agents and employees shall not accrue leave, retirement, insurance, bonding, use of County's vehicles, or any other benefits afforded to employees of the County as a result of this Agreement.

15.2 The Contractor shall not subcontract any portion of the services to be performed under this Agreement without prior written approval of the County.

15.3 The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the County and the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive illegal payments.

16. CONFLICT OF INTEREST OF OFFICERS OR EMPLOYEES OF THE LOCAL JURISDICTION, MEMBERS OF THE LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS

16.1 No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during its tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

16.2 No official of the County who is authorized in such capacity and on behalf of the County to negotiate, make, accept or approve, or to take part in negotiating, making accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the County who is authorized in such capacity and on behalf of the County to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

16.3 The Contractor warrants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement.

17. ASSIGNMENT

17.1 The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

18. SUBCONTRACTING

18.1 The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any

attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

- 18.2 Contractor shall provide to the County a listing of subcontractors within ten (10) days of the Contract award.
- 18.3 Contractor shall adhere to all provisions of the Subcontractor's Fair Practices Act 13-4-31 to 13-4-42, NMSA 1978.
- 18.4 Contractor shall provide to the County completed Non-Collusion Affidavit of Subcontractor form and Certification of Subcontractor Regarding Equal Employment Opportunity form for all subcontractors listed.
- 18.5 The Contractor shall not award any work to any subcontractor without prior written approval of the County, which approval will not be given until the Contractor submits to the County a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the County may require.
- 18.6 The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as they are for the acts and omissions of persons directly employed by them.
- 18.7 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the County may exercise over the Contractor under any provision of the contract documents.
- 18.8 Nothing contained in this contract shall create any contractual relation between any subcontractor and the County.
- 18.9 All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate written agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of County. Any contract between Contractor and a Subcontractor or Supplier shall provide that any remedy or claim for nonpayment of sums due or owing to Subcontractor or Supplier or services performed or materials provided is against Contractor and not County, subject to any remedy or rights Subcontractor or Supplier may have under the terms of the Contractor's Performance Bond and Section 13-4-19 NMSA 1978, the New Mexico Little Miller Act.

19. PERSONNEL

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

19.2 The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

20. NOTICES

20.1 Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Santa Fe County
 Office of the County Attorney
 102 Grant Avenue
 Santa Fe, New Mexico 87501

To the Contractor: EMCO of Santa Fe
 3810 Oliver Road
 Santa Fe, New Mexico 87507

20.2 Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices shall be mailed to either party may be changed by written notice given by such party to the other as hereinabove provided.

21. RELEASE

The Contractor, upon final payment of the amounts due under this Agreement, releases the County, the County's officers and employees from all liabilities and obligations arising from or under this Agreement, including, without limitation, all damages, losses, costs, liability, and expenses, including, without limitation, attorney's fees and costs of litigation that the Contractor may have.

22. WAIVER

No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of either party to insist upon performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party of a breach by the other party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

CONDITIONS OF THE WORK

1. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

- 1.1 The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the Contract. The additional drawings and instructions supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Architect/Engineer/County will prepare jointly (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Architect/ Engineer/County in accordance with the schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each schedule to be subject to change from time to time in accordance with progress of the work.

2. SHOP OR SETTING DRAWINGS

- 2.1 The Contractor shall submit promptly to the Architect/Engineer/County two (2) copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Architect/Engineer/County and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Architect/ Engineer/County with two corrected copies. If requested by the Architect/Engineer/County the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Architect/Engineer/County, the Contractor will be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications, unless the Contractor notifies the Architect/Engineer/County in writing of any deviations at the time the Contractor furnishes such drawings.

3. MATERIALS, SERVICES AND FACILITIES

3.1 It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

3.2 Any work necessary to be performed after regular working hours, on Sundays or legal holidays, shall be performed without additional expense to the County.

4. CONTRACTOR'S TITLE TO MATERIALS

- 4.1 No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other

agreement by which an interest is retained by the seller. The Contractor warrants that he/she has good title to all materials and supplies used by him/her in the work, free from all liens, claims or encumbrances.

5. INSPECTION AND TESTING OF MATERIALS

- 5.1** All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the County. The County will pay for all laboratory inspection service direct, and not as a part of the Contract.
- 5.2** Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

6. "OR EQUAL" CLAUSE

- 6.1** Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment or other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Architect/Engineer/County, of equal substance and function. It shall not be purchased or installed by the Contractor without the Architect/Engineer/County's written approval.

7. PATENTS

- 7.1** The Contractor shall hold and save the County and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the County, unless otherwise specifically stipulated in the Contract Documents.
- 7.2** License and/or Royalty Fees for the use of a process which is authorized by the County of the project must be reasonable, and paid to the holder of the patent, or its authorized licensee, direct by the County and not by or through the Contractor.
- 7.3** If the Contractor uses any design, device or materials covered by letters, patent or copyright, the Contractor shall provide for such use by suitable agreement with the County of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, without exception, the Contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or its Sureties shall indemnify and save harmless the County of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials, or any trademark or copyright in connection with

work agreed to be performed under this Contract, and shall indemnify the County for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after, completion of the work.

8. SURVEYS, PERMITS AND REGULATIONS

- 8.1** Unless otherwise expressly provided for in the Specifications, the County will furnish to the Contractor all surveys necessary for the execution of the work.
- 8.2** Unless otherwise expressly provided for in the Specifications, the Contractor shall procure and pay all permits, licenses and approvals necessary for the execution of this Contract.
- 8.3** The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

9. CONTRACTOR'S OBLIGATIONS

- 9.1** The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract, within the time herein specified. The Contractor will perform the Work in accordance with the provisions of this Contract and said specifications and in accordance with the plans and drawings covered by this Contract any and all supplemental plans and drawings, and in accordance with the directions of the Architect/Engineer/County as given from time to time during the progress of the work. The Contractor shall furnish, erect, maintain, and remove such construction plans and such temporary works as may be required.
- 9.2** The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Architect/Engineer and the County.

10. WEATHER CONDITIONS

- 10.1** In the event of temporary suspension of work, or during inclement weather, or whenever the Architect/Engineer/County shall direct, the Contractor will, and will cause its subcontractors to protect carefully its and their work and materials against damage or injury from the weather. If, in the opinion of the Architect/Engineer/County, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of its Subcontractors so to protect its work, such materials shall be removed and replaced at the expense of the Contractor.

11. PROTECTION OF WORK AND PROPERTY-EMERGENCY

- 11.1** The Contractor shall at all times safely guard the County's property from injury or loss in

connection with this Contract. The Contractor shall at all times safely guard and protect its own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such is caused directly by errors contained in the Contract or by the County, or its duly authorized representatives.

- 11.2** In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Architect/Engineer/County, in a diligent manner. The Contractor shall notify the Architect/Engineer/County immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Architect/Engineer/County for approval.
- 11.3** Where the Contractor has not taken action but has notified the Architect/Engineer/County of an emergency threatening injury to persons or to damage to the work or any adjoining property, the Contractor shall act as instructed or authorized by the Architect/Engineer/County.
- 11.4** The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 15 of these Conditions of the Work.

12. INSPECTION

- 12.1** The authorized representatives and agents of the County shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

13. REPORTS, RECORDS AND DATA

- 13.1** The Contractor shall submit to the County such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the County may request concerning work performed or to be performed under this Contract.

14. SUPERINTENDENT BY CONTRACTOR

- 14.1** At the site of the work the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Architect/ Engineer/County and shall be one who can be continued in that capacity for the particular job involved unless he/she ceases to be on the Contractor's payroll.

15. CHANGES IN WORK

- 15.1** No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the County. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of

the following methods:

- A. Unit bid prices previously approved.
- B. An agreed lump sum.
- C. The actual cost of:
 - 1) Labor, including foremen;
 - 2) Materials entering permanently into the work;
 - 3) The County's or rental cost of construction equipment during the time of use on the extra work;
 - 4) Power and consumable supplies for the operation of power equipment;
 - 5) Insurance;
 - 6) Social Security and old age and unemployment contributions.
- D. To the costs for changes in work a fixed fee will be added to be agreed upon but not to exceed ten percent (10%) of the actual cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

16. EXTRAS

16.1 Without invalidating the contract, the County may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the County or the Architect/Engineer, acting officially for the County, and the price is stated in such order.

17. INSPECTION OF SERVICES

17.1 The Contractor shall provide and maintain an inspection system acceptable to the County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the County during contract performance and for as long afterwards as the Contract requires.

17.2 The County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. The County shall perform inspections and tests in a manner that will not unduly delay the work.

17.3 If the County performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

17.4 If any of the services do not conform with the Contract requirements, the County may require the Contractor to perform the services again in conformity with Contract requirements, at no increase in contract amount. When the defects in services cannot be

corrected by re-performance, the County may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the Contract sum to reflect the reduced value of the services performed.

17.5 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, the County may by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the County that is directly related to the performance of such service, or terminate the Contract for default.

18. CORRECTION OF WORK

18.1 All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Architect/ Engineer/County who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet their approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at its own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Architect/Engineer/County, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Architect/Engineer/County shall be equitable.

19. WARRANTY OF CONSTRUCTION

19.1 In addition to any other warranties in this Contract, the Contractor warrants that work performed under this Contract conforms to the Contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

19.2 This warranty shall continue for a period of one (1) year from the date of final acceptance of the work. If the County takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one (1) year from the date the County takes possession.

19.3 The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to County-owned or controlled real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements or any defect of equipment, material, workmanship, or design furnished.

19.4 The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement.

- 19.5 The County shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
- 19.6 If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the County shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- 19.7 With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this Contract, the Contractor shall obtain all warranties that would be given in normal commercial practice; require all warranties to be executed, in writing, for the benefit of the County, if directed by the County; and, enforce all warranties for the benefit of the County, if directed by the County.
- 19.8 In the event the Contractor's warranty under subparagraph 19.4 of this clause has expired, the County may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.
- 19.9 Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the County or for the repair of any damage that results from any defect in County-furnished material or design.
- 19.10 This warranty shall not limit the County's rights under the Inspection and Acceptance clause of this Contract with respect to latent defects, gross mistakes, or fraud.

20. SUBSURFACE CONDITIONS FOUND DIFFERENT

- 20.1 Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, the Contractor shall immediately give notice to the Architect/Engineer/County of such conditions before they are disturbed. The Architect/Engineer/County will thereupon promptly investigate the conditions, and if they find that they materially differ from those shown on the Plans or indicated in the Specifications, they will at once make such changes in the Plans and/or Specifications as they may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 15 above.

21. CLAIMS FOR EXTRA COST

- 21.1 No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Architect/Engineer approved by the County, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the County, giving the County access to accounts relating thereto.

22. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

22.1 Immediately after execution and delivery of the Contract, and before the first partial payment is made, the Contractor shall deliver to the County an estimated construction progress schedule in a form satisfactory to the County, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due to the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the County (a) a detailed estimate giving a complete breakdown of the Contract sum and (b) periodic itemized estimates of work done for the purpose of making partial payments thereof. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the Contract price.

22.2 Schedule

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit five (5) copies of a progress schedule covering project operations for the Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor.

23. ASSIGNMENTS

23.1 The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the County. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations of services rendered or materials supplied for the performance of the work called for in this Contract.

24. MUTUAL RESPONSIBILITY OF CONTRACTORS

24.1 If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration if such other Contractor or subcontractors will so settle. If such other Contractor or subcontractor shall assert any claim against the County on account of any damage alleged to have been sustained, the County shall notify the Contractor, who shall indemnify and save harmless the County against any such claim.

25. SEPARATE CONTRACT

25.1 The Contractor shall coordinate its operations with those of other contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including its subcontractors, shall keep informed of the progress and the detail work of other contractors and shall notify the Architect/Engineer/County immediately of lack of progress or defective workmanship on the part of other contractors. Failure of a contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by the Contractor of the status of the work as being satisfactory for proper coordination with its own work.

26. ARCHITECT/ENGINEER'S AUTHORITY

26.1 The Architect/Engineer/County shall give all orders and directions contemplated under this Contract and specifications, relative to the execution of the work. The Architect/Engineer/County shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this Contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Architect/Engineer/County's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Architect/Engineer/County shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this Contract affected in any manner or to any extent by such question.

26.2 The Architect/Engineer/County shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this Contract and other Contractors performing work for the County shall be adjusted and determined by the Architect/Engineer/County.

27. STATED ALLOWANCES

27.1 It is understood that Contractor has included in its proposal for the Contract sum all allowances including "Allowed Materials" The Contractor shall purchase the "Allowed Materials" as directed by the County on the basis of the lowest and best bid of at least three competitive bids. If the actual sum for purchasing the "Allowed Materials" is more or less than the "Cash Allowance," the Contract sum shall be adjusted accordingly. The adjustment in contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses. The cost of installation of the "Allowed Materials" shall be included in the applicable sections of the Contract Specifications covering this work.

28. USE OF PREMISES AND REMOVAL OF DEBRIS

28.1 The Contractor expressly undertakes at its own expense:

- A. to take every precaution against injuries to persons or damage to property;
- B. to store its apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of its work or the work of any other subcontractors;
- C. to place upon the work or any part thereof only such loads as are consistent with the safety of the portion of the work;
- D. to clean up frequently all refuse, rubbish, scrap materials, and debris caused by its operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
- E. before final payment to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from its operations, and to put the site in a neat, orderly condition.
- F. to effect all cutting, fitting or patching of its work required to make the same to conform to the plans and specifications and, except with the consent of the Architect/Engineer/County, not to cut or otherwise alter the work of any other Contractor.

29. QUANTITIES OF ESTIMATE

29.1 Wherever the estimated quantities of work to be done and materials to be furnished under this Contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the County to complete the work contemplated by this Contract, and such increase or diminution shall in no way void this Contract, nor shall any such increase or diminution give cause for claims or liability for damages.

30. LANDS AND RIGHTS-OF-WAY

30.1 Prior to the start of construction, the County shall obtain all lands and rights-of-way necessary for the carrying out and completions of work to be performed under this Contract.

31. GENERAL GUARANTY

31.1 Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the County, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of final acceptance of the work unless a longer period is specified. The

County will give notice of observed defects with reasonable promptness.

32. PROTECTION OF LIVES AND HEALTH

32.1 The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of its prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the County may determine to be reasonably necessary.

33. INTEREST OF MEMBER

33.1 No member of Santa Fe Board of County Commissioners shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom.

34. OTHER PROHIBITED INTERESTS

34.1 No official of the County who is authorized in such capacity and on behalf of the County to negotiate, make, accept or approve, or to take part in negotiating, making accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the County who is authorized in such capacity and on behalf of the County to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

35. USE AND OCCUPANCY PRIOR TO ACCEPTANCE BY COUNTY

35.1 The Contractor agrees to the use and/or occupancy of a portion or unit of the project before formal acceptance by the County, provided the County:

- A. Secures written consent of the Contractor except in the event, in the opinion of the Architect/ Engineer, the Contractor is chargeable with unwarranted delay in final cleanup of punch list items or other contract requirements.
- B. Secures endorsement from the insurance carrier and consent of the surety permitting occupancy of the building or use of the project during the remaining period of construction.
- C. When the project consists of more than one building, and one of the buildings is occupied, secures permanent fire and extended coverage insurance, including a permit to complete construction. Consent of the surety must also be obtained.

ATTACHMENT A
BID SHEETS

REVISED BID SHEETS

BID ITEMS FOR THE ROMERO PARK PHASE I
CIVIL IMPROVEMENTS

Bid Item No.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	EXTENDED PRICE (\$)
1	Unclassified Excavation Unit Cost Written in Words <u>Two and .50 cents</u> Dollars & Cents	CY	3,417	Unit Cost Written in Numbers <u>2.50</u> Dollars & Cents	Extended Price Written in Numbers <u>8,542.50</u> Dollars & Cents
2	Fill Unit Cost Written in Words <u>Three and .50 cents</u> Dollars & Cents	CY	3,417	Unit Cost Written in Numbers <u>3.50</u> Dollars & Cents	Extended Price Written in Numbers <u>11,959.50</u> Dollars & Cents
3	Select Backfill Unit Cost Written in Words <u>Eight and .00 cents</u> Dollars & Cents	CY	0	Unit Cost Written in Numbers <u>8.00</u> Dollars & Cents	Extended Price Written in Numbers _____ Dollars & Cents
4	Fine Grading, Subgrade Preparation Unit Cost Written in Words <u>Six thousand eight hundred thirty four and zero cents</u> Dollars & Cents	LS	1	Unit Cost Written in Numbers <u>6,834.00</u> Dollars & Cents	Extended Price Written in Numbers <u>6,834.00</u> Dollars & Cents
5	Fine Grading, Swale Grading Unit Cost Written in Words <u>Two and .50 cents</u> Dollars & Cents	LF	635	Unit Cost Written in Numbers <u>2.50</u> Dollars & Cents	Extended Price Written in Numbers <u>1,587.50</u> Dollars & Cents

Bid Item No.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	EXTENDED PRICE (\$)
6	Blading (existing east parking area) Unit Cost Written in Words <u>Eight hundred and zero cents</u> Dollars & Cents	AC	1.76	Unit Cost Written in Numbers <u>800.00</u> Dollars & Cents	Extended Price Written in Numbers <u>1,408.00</u> Dollars & Cents
7	Clearing and Grubbing Unit Cost Written in Words <u>Nine hundred and zero cents</u> Dollars & Cents	AC	3.94	Unit Cost Written in Numbers <u>900.00</u> Dollars & Cents	Extended Price Written in Numbers <u>3,546.00</u> Dollars & Cents
8	Remove Asphalt/Milling (reuse for base course, store on site) Unit Cost Written in Words <u>Three and zero cents</u> Dollars & Cents	SY	2,733	Unit Cost Written in Numbers <u>3.00</u> Dollars & Cents	Extended Price Written in Numbers <u>8,199.00</u> Dollars & Cents
9	Remove Shade Structure (32' x 32') Unit Cost Written in Words <u>Four thousand five hundred and zero cents</u> Dollars & Cents	LS	1	Unit Cost Written in Numbers <u>4,500.00</u> Dollars & Cents	Extended Price Written in Numbers <u>4,500.00</u> Dollars & Cents
10	Remove Baseball Field Amenities Unit Cost Written in Words <u>Four thousand five hundred and zero cents</u> Dollars & Cents	LS	1	Unit Cost Written in Numbers <u>4,500.00</u> Dollars & Cents	Extended Price Written in Numbers <u>4,500.00</u> Dollars & Cents
11	Remove Basketball Court Surfacing + 2 Poles w/Backboards Unit Cost Written in Words <u>One thousand and zero cents</u> Dollars & Cents	LS	1	Unit Cost Written in Numbers <u>1,000.00</u> Dollars & Cents	Extended Price Written in Numbers <u>1,000.00</u> Dollars & Cents

Bid Item No.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	EXTENDED PRICE (\$)
12	Sawcut Asphalt/ Concrete Paving Unit Cost Written in Words <u>Three and zero cents</u> Dollars & Cents	LF	170	Unit Cost Written in Numbers <u>3.00</u> Dollars & Cents	Extended Price Written in Numbers <u>510.00</u> Dollars & Cents
13	Remove Concrete Paving (tennis courts, paths) Unit Cost Written in Words <u>Four and zero cents</u> Dollars & Cents	SY	1,190	Unit Cost Written in Numbers <u>4.00</u> Dollars & Cents	Extended Price Written in Numbers <u>4,760.00</u> Dollars & Cents
14	Removal of Concrete Vault Unit Cost Written in Words <u>Two hundred fifty and zero cents</u> Dollars & Cents	LS	1	Unit Cost Written in Numbers <u>250.00</u> Dollars & Cents	Extended Price Written in Numbers <u>250.00</u> Dollars & Cents
15	Remove 18" CMP and End Section Unit Cost Written in Words <u>Four hundred eighty and zero cents</u> Dollars & Cents	LS	1	Unit Cost Written in Numbers <u>480.00</u> Dollars & Cents	Extended Price Written in Numbers <u>480.00</u> Dollars & Cents
16	Remove Tree, Chip into Mulch Unit Cost Written in Words <u>One hundred and zero cents</u> Dollars & Cents	EA	16	Unit Cost Written in Numbers <u>100.00</u> Dollars & Cents	Extended Price Written in Numbers <u>1,600.00</u> Dollars & Cents
17	Remove Fence (chain link and post & cable) Unit Cost Written in Words <u>Three and .25 cents</u> Dollars & Cents	LF	2,925	Unit Cost Written in Numbers <u>3.25</u> Dollars & Cents	Extended Price Written in Numbers <u>9,506.25</u> Dollars & Cents

Bid Item No.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	EXTENDED PRICE (\$)
18	Asphalt Roadbed, 3" (at entrance + HC Parking East Lot) Unit Cost Written in Words <u>Twenty one and zero cents</u> Dollars & Cents	SY	181	Unit Cost Written in Numbers <u>21.00</u> Dollars & Cents	Extended Price Written in Numbers <u>3,801.00</u> Dollars & Cents
19	Base Course, 6" Unit Cost Written in Words <u>Six and, 25 cents</u> Dollars & Cents	SY	2,910	Unit Cost Written in Numbers <u>6.25</u> Dollars & Cents	Extended Price Written in Numbers <u>18,181.50</u> Dollars & Cents
20	Base Course, Recycled 6" Unit Cost Written in Words <u>Two and, 50 cents</u> Dollars & Cents	SY	314	Unit Cost Written in Numbers <u>2.50</u> Dollars & Cents	Extended Price Written in Numbers <u>785.00</u> Dollars & Cents
21	Subgrade Preparation 12" Unit Cost Written in Words <u>Two and zero cent</u> Dollars & Cents	SY	3,405	Unit Cost Written in Numbers <u>2.00</u> Dollars & Cents	Extended Price Written in Numbers <u>6,810.00</u> Dollars & Cents
22	Concrete Standard Curb & Gutter Unit Cost Written in Words <u>Eighteen and zero cents</u> Dollars & Cents	LF	215	Unit Cost Written in Numbers <u>18.00</u> Dollars & Cents	Extended Price Written in Numbers <u>3,870.00</u> Dollars & Cents
23	Concrete Estate Curb (2' Width x 8" Height) Unit Cost Written in Words <u>Twenty six and zero cents</u> Dollars & Cents	LF	20	Unit Cost Written in Numbers <u>26.00</u> Dollars & Cents	Extended Price Written in Numbers <u>520.00</u> Dollars & Cents

Bid Item No.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	EXTENDED PRICE (\$)
24	Concrete Header Curb (8"Width x 12" Height) Unit Cost Written in Words <u>Twenty two and zero cents</u> Dollars & Cents	LF	412	Unit Cost Written in Numbers <u>22.00</u> Dollars & Cents	Extended Price Written in Numbers <u>9,064.00</u> Dollars & Cents
25	Parking Bumpers, Custom, Concrete 6' Length Unit Cost Written in Words <u>Ninety six and 150 cents</u> Dollars & Cents	EA	34	Unit Cost Written in Numbers <u>96.50</u> Dollars & Cents	Extended Price Written in Numbers <u>3,281.00</u> Dollars & Cents
26	Parking Bumpers, Standard, Concrete 6' Length Unit Cost Written in Words <u>Eighty five and zero cents</u> Dollars & Cents	EA	20	Unit Cost Written in Numbers <u>85.00</u> Dollars & Cents	Extended Price Written in Numbers <u>1,700.00</u> Dollars & Cents
27	Parking Bumpers, Concrete 6' Length (relocate existing) Unit Cost Written in Words <u>Thirty five and zero cents</u> Dollars & Cents	EA	11	Unit Cost Written in Numbers <u>35.00</u> Dollars & Cents	Extended Price Written in Numbers <u>385.00</u> Dollars & Cents
28	Striping- 24" White Stop Bar Unit Cost Written in Words <u>Twenty six and zero cents</u> Dollars & Cents	LF	11	Unit Cost Written in Numbers <u>26.00</u> Dollars & Cents	Extended Price Written in Numbers <u>286.00</u> Dollars & Cents
29	Striping- 18" Blue Stripe Unit Cost Written in Words <u>Nineteen and 50 cents</u> Dollars & Cents	LF	188	Unit Cost Written in Numbers <u>19.50</u> Dollars & Cents	Extended Price Written in Numbers <u>3,666.00</u> Dollars & Cents

BID ITEM NO.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	EXTENDED PRICE (\$)
30	<p>Striping- ADA symbol</p> <p>Unit Cost Written in Words <u>Three hundred forty eight and zero cents</u> Dollars & Cents</p>	EA	4	<p>Unit Cost Written in Numbers <u>348.00</u> Dollars & Cents</p>	<p>Extended Price Written in Numbers <u>1,392.00</u> Dollars & Cents</p>
31	<p>Sign, HC</p> <p>Unit Cost Written in Words <u>Two hundred thirty six and zero cents</u> Dollars & Cents</p>	EA	4	<p>Unit Cost Written in Numbers <u>236.00</u> Dollars & Cents</p>	<p>Extended Price Written in Numbers <u>944.00</u> Dollars & Cents</p>
32	<p>Sign, HC Van Accessible (sign only)</p> <p>Unit Cost Written in Words <u>Seventy nine and zero cents</u> Dollars & Cents</p>	EA	3	<p>Unit Cost Written in Numbers <u>79.00</u> Dollars & Cents</p>	<p>Extended Price Written in Numbers <u>237.00</u> Dollars & Cents</p>
33	<p>Sign, Stop</p> <p>Unit Cost Written in Words <u>Two hundred thirty six and zero cents</u> Dollars & Cents</p>	EA	1	<p>Unit Cost Written in Numbers <u>236.00</u> Dollars & Cents</p>	<p>Extended Price Written in Numbers <u>236.00</u> Dollars & Cents</p>
34	<p>Sign, Street Name (sign only)</p> <p>Unit Cost Written in Words <u>One hundred ninety and zero cents</u> Dollars & Cents</p>	EA	1	<p>Unit Cost Written in Numbers <u>190.00</u> Dollars & Cents</p>	<p>Extended Price Written in Numbers <u>190.00</u> Dollars & Cents</p>
35	<p>Sign, Other Traffic Signs</p> <p>Unit Cost Written in Words <u>Two hundred thirty six and zero cents</u> Dollars & Cents</p>	EA	3	<p>Unit Cost Written in Numbers <u>236.00</u> Dollars & Cents</p>	<p>Extended Price Written in Numbers <u>708.00</u> Dollars & Cents</p>

BID ITEM NO.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	EXTENDED PRICE (\$)
36	Sign, Emergency Access (sign only) Unit Cost Written in Words <i>Sevinty nine and zero cents</i> <hr/> Dollars & Cents	EA	1	Unit Cost Written in Numbers <i>79.00</i> <hr/> Dollars & Cents	Extended Price Written in Numbers <i>79.00</i> <hr/> Dollars & Cents
37	Pipe, PVC 4" Unit Cost Written in Words <i>Eleven and zero cents</i> <hr/> Dollars & Cents	LF	85	Unit Cost Written in Numbers <i>11.00</i> <hr/> Dollars & Cents	Extended Price Written in Numbers <i>935.00</i> <hr/> Dollars & Cents
38	Pipe, PVC 4" Inlet Grate & Cover Unit Cost Written in Words <i>One hundred and zero cents</i> <hr/> Dollars & Cents	LS	1	Unit Cost Written in Numbers <i>100.00</i> <hr/> Dollars & Cents	Extended Price Written in Numbers <i>100.00</i> <hr/> Dollars & Cents
39	Pipe, PVC 6" Unit Cost Written in Words <i>Fifteen and zero cents</i> <hr/> Dollars & Cents	LF	63	Unit Cost Written in Numbers <i>15.00</i> <hr/> Dollars & Cents	Extended Price Written in Numbers <i>945.00</i> <hr/> Dollars & Cents
40	Culverts, 24" CMP Unit Cost Written in Words <i>Forty and zero cents</i> <hr/> Dollars & Cents	LF	66	Unit Cost Written in Numbers <i>40.00</i> <hr/> Dollars & Cents	Extended Price Written in Numbers <i>2,640.00</i> <hr/> Dollars & Cents
41	Culverts, 24" CMP, End Section Unit Cost Written in Words <i>Two hundred ten and zero cents</i> <hr/> Dollars & Cents	EA	1	Unit Cost Written in Numbers <i>210.00</i> <hr/> Dollars & Cents	Extended Price Written in Numbers <i>210.00</i> <hr/> Dollars & Cents

BID ITEM NO.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	EXTENDED PRICE (\$)
42	Culverts, Connect to Existing Drop Inlet Unit Cost Written in Words <u>Five hundred and zero cents</u> Dollars & Cents	LS	1	Unit Cost Written in Numbers <u>500.00</u> Dollars & Cents	Extended Price Written in Numbers <u>500.00</u> Dollars & Cents
43	Culverts, Class A Rip-Rap Unit Cost Written in Words <u>Three hundred and zero cents</u> Dollars & Cents	CY	2	Unit Cost Written in Numbers <u>300.00</u> Dollars & Cents	Extended Price Written in Numbers <u>600.00</u> Dollars & Cents
44	Sleeving, PVC 2" Unit Cost Written in Words <u>Ten and zero cents</u> Dollars & Cents	LF	210	Unit Cost Written in Numbers <u>10.00</u> Dollars & Cents	Extended Price Written in Numbers <u>2,100.00</u> Dollars & Cents
45	Sleeving, PVC 3" Unit Cost Written in Words <u>Twelve and zero cents</u> Dollars & Cents	LF	30	Unit Cost Written in Numbers <u>12.00</u> Dollars & Cents	Extended Price Written in Numbers <u>360.00</u> Dollars & Cents
46	Sleeving, PVC 4" Unit Cost Written in Words <u>Twelve and zero cents</u> Dollars & Cents	LF	75	Unit Cost Written in Numbers <u>12.00</u> Dollars & Cents	Extended Price Written in Numbers <u>900.00</u> Dollars & Cents
47	Sleeving, PVC 6" Unit Cost Written in Words <u>Fourteen and zero cents</u> Dollars & Cents	LF	10	Unit Cost Written in Numbers <u>14.00</u> Dollars & Cents	Extended Price Written in Numbers <u>140.00</u> Dollars & Cents

BID ITEM NO.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	EXTENDED PRICE (\$)
48	Concrete Turn Down Edge, colored, Playground Area (6" Width x 18" Height) Unit Cost Written in Words <u>Seven and zero cents</u> Dollars & Cents	LF	251	Unit Cost Written in Numbers <u>7.00</u> Dollars & Cents	Extended Price Written in Numbers <u>1,757.00</u> Dollars & Cents
49	Concrete Header Curb, colored, Playground Area (6" Width x 18" Height) Unit Cost Written in Words <u>Twenty two and zero cents</u> Dollars & Cents	LF	120	Unit Cost Written in Numbers <u>22.00</u> Dollars & Cents	Extended Price Written in Numbers <u>2,640.00</u> Dollars & Cents
50	Concrete Mow Curb, colored, Lawn Area (6" Width x 12" Height) Unit Cost Written in Words <u>Twenty and zero cents</u> Dollars & Cents	LF	112	Unit Cost Written in Numbers <u>20.00</u> Dollars & Cents	Extended Price Written in Numbers <u>2,240.00</u> Dollars & Cents
51	Concrete, Paving, grey, (5" reinforced w/compacted subgrade) Unit Cost Written in Words <u>Nine and 150 cents</u> Dollars & Cents	SF	475	Unit Cost Written in Numbers <u>9.50</u> Dollars & Cents	Extended Price Written in Numbers <u>4,512.50</u> Dollars & Cents
52	Concrete Multi-Use Path, colored, 8' Wide (4" Depth w/compacted subgrade) Unit Cost Written in Words <u>Six and zero cents</u> Dollars & Cents	SF	7,327	Unit Cost Written in Numbers <u>6.00</u> Dollars & Cents	Extended Price Written in Numbers <u>43,962.00</u> Dollars & Cents
53	Concrete Multi-Use Path, colored, 6' Wide (4" Depth w/compacted subgrade) Unit Cost Written in Words <u>Six and zero cents</u> Dollars & Cents	SF	2,115	Unit Cost Written in Numbers <u>6.00</u> Dollars & Cents	Extended Price Written in Numbers <u>12,690.00</u> Dollars & Cents

BID ITEM NO.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	EXTENDED PRICE (\$)
54	<p>Concrete Paving, colored, (4" Depth w/compacted subgrade) Unit Cost Written in Words</p> <p><u>Six and zero cents</u></p> <p>Dollars & Cents</p>	SF	3,209	<p>Unit Cost Written in Numbers</p> <p><u>6.00</u></p> <p>Dollars & Cents</p>	<p>Extended Price Written in Numbers</p> <p><u>19,254.00</u></p> <p>Dollars & Cents</p>
55	<p>Concrete Steps, 8' Wide, colored</p> <p>Unit Cost Written in Words</p> <p><u>Seven hundred twenty and zero cents</u></p> <p>Dollars & Cents</p>	EA	9	<p>Unit Cost Written in Numbers</p> <p><u>720</u></p> <p>Dollars & Cents</p>	<p>Extended Price Written in Numbers</p> <p><u>6,480.00</u></p> <p>Dollars & Cents</p>
56	<p>Water Line, 1" Service Line (extension for Play Area Water Pump)</p> <p>Unit Cost Written in Words</p> <p><u>Fifteen and .75 cents</u></p> <p>Dollars & Cents</p>	LF	47	<p>Unit Cost Written in Numbers</p> <p><u>15.75</u></p> <p>Dollars & Cents</p>	<p>Extended Price Written in Numbers</p> <p><u>740.25</u></p> <p>Dollars & Cents</p>
57	<p>Water Line, 1" Connection Play Area Water Pump)</p> <p>Unit Cost Written in Words</p> <p><u>Seven hundred ninety and zero cents</u></p> <p>Dollars & Cents</p>	EA	1	<p>Unit Cost Written in Numbers</p> <p><u>790.00</u></p> <p>Dollars & Cents</p>	<p>Extended Price Written in Numbers</p> <p><u>790.00</u></p> <p>Dollars & Cents</p>
58	<p>1" Gate Valve & Box</p> <p>Unit Cost Written in Words</p> <p><u>Four hundred seventy three and zero cents</u></p> <p>Dollars & Cents</p>	EA	1	<p>Unit Cost Written in Numbers</p> <p><u>473.00</u></p> <p>Dollars & Cents</p>	<p>Extended Price Written in Numbers</p> <p><u>473.00</u></p> <p>Dollars & Cents</p>
59	<p>2" Irrigation Line</p> <p>Unit Cost Written in Words</p> <p><u>Sixteen and .80 cents</u></p> <p>Dollars & Cents</p>	LF	351	<p>Unit Cost Written in Numbers</p> <p><u>16.80</u></p> <p>Dollars & Cents</p>	<p>Extended Price Written in Numbers</p> <p><u>5,896.80</u></p> <p>Dollars & Cents</p>

BID ITEM NO.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	EXTENDED PRICE (\$)
60	Irrigation Water Supply, 2" Connection (from La Familia Well) Unit Cost Written in Words <i>Five hundred twenty five and zero cents</i> Dollars & Cents	LS	1	Unit Cost Written in Numbers <u>525.00</u> Dollars & Cents	Extended Price Written in Numbers <u>525.00</u> Dollars & Cents
61	Water Line Installation (under roadway, R+R Roadway) Unit Cost Written in Words <i>Two hundred forty three and zero cents</i> Dollars & Cents	SY	13	Unit Cost Written in Numbers <u>243.00</u> Dollars & Cents	Extended Price Written in Numbers <u>3,159.00</u> Dollars & Cents
62	Irrigation Tank (5,000 gallon) + Booster Pump Unit Cost Written in Words <i>Thirty thousand one hundred thirty five and zero cents</i> Dollars & Cents	LS	1	Unit Cost Written in Numbers <u>30,135.00</u> Dollars & Cents	Extended Price Written in Numbers <u>30,135.00</u> Dollars & Cents
63	Electric Connection for Booster Pump Unit Cost Written in Words <i>Two thousand five hundred and zero cents</i> Dollars & Cents	LS	1	Unit Cost Written in Numbers <u>2,500.00</u> Dollars & Cents	Extended Price Written in Numbers <u>2,500.00</u> Dollars & Cents
64	Raise Existing Sewer Service Line Cleanouts to Finish Grade, place in box Unit Cost Written in Words <i>Four hundred twenty and zero cents</i> Dollars & Cents	EA	5	Unit Cost Written in Numbers <u>420.00</u> Dollars & Cents	Extended Price Written in Numbers <u>2,100.00</u> Dollars & Cents
65	Lower Existing Water Line Unit Cost Written in Words <i>Seven hundred eighty eight and zero cents</i> Dollars & Cents	LS	1	Unit Cost Written in Numbers <u>788.00</u> Dollars & Cents	Extended Price Written in Numbers <u>788.00</u> Dollars & Cents

BID ITEM NO.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	EXTENDED PRICE (\$)
66	SWPPP Management Unit Cost Written in Words <i>One thousand two hundred and zero cents</i> <hr/> Dollars & Cents	LS	1	Unit Cost Written in Numbers <i>1,200.00</i> <hr/> Dollars & Cents	Extended Price Written in Numbers <i>1,200.00</i> <hr/> Dollars & Cents
67	SWPPP Inspections Unit Cost Written in Words <i>Two hundred fifteen and .25 cents</i> <hr/> Dollars & Cents	MO	4 3	Unit Cost Written in Numbers <i>215.25</i> <hr/> Dollars & Cents	Extended Price Written in Numbers <i>645.75</i> <hr/> Dollars & Cents
68	Silt Fencing/Wattle Unit Cost Written in Words <i>One and .85 cents</i> <hr/> Dollars & Cents	LF	1,565	Unit Cost Written in Numbers <i>1.82</i> <hr/> Dollars & Cents	Extended Price Written in Numbers <i>2,849.30</i> <hr/> Dollars & Cents
69	Drop Inlet Filter + Sand Bags Unit Cost Written in Words <i>Sixty two and zero cents</i> <hr/> Dollars & Cents	EA	2	Unit Cost Written in Numbers <i>62.00</i> <hr/> Dollars & Cents	Extended Price Written in Numbers <i>124.00</i> <hr/> Dollars & Cents
70	Concrete Washout Unit Cost Written in Words <i>One thousand and zero cents</i> <hr/> Dollars & Cents	LS	1	Unit Cost Written in Numbers <i>1,000.00</i> <hr/> Dollars & Cents	Extended Price Written in Numbers <i>1,000.00</i> <hr/> Dollars & Cents
71	Construction Entrance Unit Cost Written in Words <i>Two thousand five hundred and zero cents</i> <hr/> Dollars & Cents	EA	1	Unit Cost Written in Numbers <i>2,500.00</i> <hr/> Dollars & Cents	Extended Price Written in Numbers <i>2,500.00</i> <hr/> Dollars & Cents

BID ITEM NO.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	EXTENDED PRICE (\$)
72	Surveying / Construction Staking Unit Cost Written in Words <u>Fifteen thousand six hundred forty five</u> Dollars & Cents <u>and zero cents</u>	LS	1	Unit Cost Written in Numbers <u>15,645.00</u> Dollars & Cents	Extended Price Written in Numbers <u>15,645.00</u> Dollars & Cents
73	Mobilization Unit Cost Written in Words <u>Ten thousand and zero cents</u> Dollars & Cents	LS	1	Unit Cost Written in Numbers <u>10,000.00</u> Dollars & Cents	Extended Price Written in Numbers <u>10,000.00</u> Dollars & Cents
74	Testing Unit Cost Written in Words <u>Nine thousand four hundred ninety two and 50 cents</u> Dollars & Cents	LS	1	Unit Cost Written in Numbers <u>9,292.50</u> Dollars & Cents	Extended Price Written in Numbers <u>9,292.50</u> Dollars & Cents
75	Traffic Control Unit Cost Written in Words <u>Six thousand seven hundred eighteen and zero cents</u> Dollars & Cents	LS	1	Unit Cost Written in Numbers <u>6,718.00</u> Dollars & Cents	Extended Price Written in Numbers <u>6,718.00</u> Dollars & Cents
76	Bollard, Fixed Unit Cost Written in Words <u>Six hundred and zero cents</u> Dollars & Cents	EA	4	Unit Cost Written in Numbers <u>600.00</u> Dollars & Cents	Extended Price Written in Numbers <u>2,400.00</u> Dollars & Cents
77	Bollard, Removeable Unit Cost Written in Words <u>Seven hundred fifty and zero cents</u> Dollars & Cents	EA	3	Unit Cost Written in Numbers <u>750.00</u> Dollars & Cents	Extended Price Written in Numbers <u>2,250.00</u> Dollars & Cents
TOTAL BID ITEMS 1-77 WRITTEN IN WORDS		Three hundred thirty thousand twenty and 35 cents			
TOTAL BID ITEMS 1-77 WRITTEN IN FIGURES		<u>330,020.35</u>			

ADDITIVE ALTERNATE #1 - ACCESS ROAD

Description: Install asphalt paving along internal park roadway per detail 8/L3-01 and install estate curb along asphalt edge, both sides of roadway per detail 4/3-01. Adjust roadway base course subgrade level so finish asphalt surface meets finish grade levels indicated on plans C2-01 and C2-02. Install associated asphalt pavement markings along access road per plan C3-01. Base bid assumes roadway surfacing is base course.

Bid Item No.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	EXTENDED PRICE (\$)
A1.1	Asphalt Roadbed, 3" (entire driveway) Unit Cost Written in Words <i>Eighteen and zero cents</i> Dollars & Cents	SY	1,467	Unit Cost Written in Numbers <i>10.00</i> Dollars & Cents	Extended Price Written in Numbers <i>26,406.00</i> Dollars & Cents
A1.2	Concrete Estate Curb (2' Width x 8" Height) Unit Cost Written in Words <i>Twenty one and zero cents</i> Dollars & Cents	LF	1,653	Unit Cost Written in Numbers <i>21.00</i> Dollars & Cents	Extended Price Written in Numbers <i>34,713.00</i> Dollars & Cents
A1.3	Striping - 4" Yellow Stripe Unit Cost Written in Words <i>Four and .50 cents</i> Dollars & Cents	LF	700	Unit Cost Written in Numbers <i>4.50</i> Dollars & Cents	Extended Price Written in Numbers <i>3,150.00</i> Dollars & Cents
A1.4	Striping - 18" White Stripe Unit Cost Written in Words <i>thirty five and .20 cents</i> Dollars & Cents	LF	149	Unit Cost Written in Numbers <i>35.20</i> Dollars & Cents	Extended Price Written in Numbers <i>5,244.80</i> Dollars & Cents
ADDITIVE ALTERNATE #1 WRITTEN IN WORDS		<i>sixty nine thousand five hundred thirteen and .80</i>			
ADDITIVE ALTERNATE #1 WRITTEN IN FIGURES		<i>69,513.80</i>			

ADDITIVE ALTERNATE #2 - INFRASTRUCTURE IMPROVEMENTS

Description: Install hardscape improvements in area north of existing restroom/concession building as indicated on plan L2-02. Improvements include concrete walkways, concrete ADA parking paving with ADA striping and ADA parking sign, concrete header curb around parking area, base course parking area surfacing with parking bumpers and subgrade preparation. Base bid assumes this area receives fine grading per sheet C2-01.

Bid Item No.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	EXTENDED PRICE (\$)
A2.1	Base Course, 6" Unit Cost Written in Words <i>Six and .25 cents</i> Dollars & Cents	SY	254	Unit Cost Written in Numbers <i>6.25</i> Dollars & Cents	Extended Price Written in Numbers <i>1,587.50</i> Dollars & Cents
A2.2	Subgrade Preparation, 12" Unit Cost Written in Words <i>Two and zero cents</i> Dollars & Cents	SY	287	Unit Cost Written in Numbers <i>2.00</i> Dollars & Cents	Extended Price Written in Numbers <i>574.00</i> Dollars & Cents
A2.3	Concrete Header Curb (8" Width x 12" Height) Unit Cost Written in Words <i>Twenty two and zero cents</i> Dollars & Cents	LF	105	Unit Cost Written in Numbers <i>22.00</i> Dollars & Cents	Extended Price Written in Numbers <i>2,310.00</i> Dollars & Cents
A2.4	Concrete Paving, grey (5" reinforced w/compacted subgrade) Unit Cost Written in Words <i>Nine and .50 cents</i> Dollars & Cents	SF	300	Unit Cost Written in Numbers <i>9.50</i> Dollars & Cents	Extended Price Written in Numbers <i>2,850.00</i> Dollars & Cents
A2.5	Concrete Multi-Use Path, colored, 8' Wide (4" depth w/compacted subgrade) Unit Cost Written in Words <i>Six and zero cents</i> Dollars & Cents	SF	1,404	Unit Cost Written in Numbers <i>6.00</i> Dollars & Cents	Extended Price Written in Numbers <i>8,424.00</i> Dollars & Cents

Bid Item No.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	EXTENDED PRICE
A2.6	Parking Bumpers, concrete 6' Length, Custom Unit Cost Written in Words <u>Ninety six and 50 cents</u> Dollars & Cents	EA	13	Unit Cost Written in Numbers <u>96.50</u> Dollars & Cents	Extended Price Written in Numbers <u>1,254.50</u> Dollars & Cents
A2.7	Striping - 18" Blue Stripe Unit Cost Written in Words <u>Nineteen and 85 cents</u> Dollars & Cents	LF	188	Unit Cost Written in Numbers <u>19.85</u> Dollars & Cents	Extended Price Written in Numbers <u>3,731.80</u> Dollars & Cents
A2.8	Striping - ADA Symbol Unit Cost Written in Words <u>Three hundred fifty four and zero cents</u> Dollars & Cents	EA	1	Unit Cost Written in Numbers <u>354.00</u> Dollars & Cents	Extended Price Written in Numbers <u>354.00</u> Dollars & Cents
A2.9	Sign - HC Unit Cost Written in Words <u>Two hundred forty one and zero cents</u> Dollars & Cents	EA	1	Unit Cost Written in Numbers <u>241.00</u> Dollars & Cents	Extended Price Written in Numbers <u>241.00</u> Dollars & Cents
A2.10	Bollard, 6" Dia., Removable Unit Cost Written in Words <u>One hundred and zero cents</u> Dollars & Cents	EA	1	Unit Cost Written in Numbers <u>100.00</u> Dollars & Cents	Extended Price Written in Numbers <u>100.00</u> Dollars & Cents
ADDITIVE ALTERNATE #2 WRITTEN IN WORDS		<u>Twenty one thousand four hundred twenty six and 80 cents</u>			
ADDITIVE ALTERNATE #2 WRITTEN IN WORDS		<u>21,426.80</u>			

ADDITIVE ALTERNATE #3 – SHADE STRUCTURE AREA WORK

Description: Sawcut and remove existing concrete surfacing in existing concrete slab adjacent to restroom/concession building to install footings as indicated. Backfill, compact subgrade and install finish surface concrete to match existing and proposed finish grades after shade structure footings have been installed by others. Coordinate work with steel structure to be installed by others. Base bid assumes no sawcutting / demolition of existing concrete slab in areas designated to receive concrete footings.

Bid Item No.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	EXTENDED PRICE (\$)
A3.1	Sawcut Concrete Paving Unit Cost Written in Words <u>Three and zero cents</u> Dollars & Cents	LF	112	Unit Cost Written in Numbers <u>3.00</u> Dollars & Cents	Extended Price Written in Numbers <u>336.00</u> Dollars & Cents
A3.2	Remove Concrete Paving (shade structure paving) Unit Cost Written in Words <u>seventeen and zero cents</u> Dollars & Cents	SY	18	Unit Cost Written in Numbers <u>17.00</u> Dollars & Cents	Extended Price Written in Numbers <u>306.00</u> Dollars & Cents
A3.3	Concrete Paving, colored (4" Depth, w/compacted subgrade) Unit Cost Written in Words <u>SIX and zero cents</u> Dollars & Cents	SF	160	Unit Cost Written in Numbers <u>6.00</u> Dollars & Cents	Extended Price Written in Numbers <u>960.00</u> Dollars & Cents
ADDITIVE ALTERNATE #3 WRITTEN IN WORDS		One thousand six hundred two and zero cents			
ADDITIVE ALTERNATE #3 WRITTEN IN FIGURES		1,002.00			

ALL BID ITEMS ARE EXCLUSIVE OF GROSS RECEIPTS TAX

ATTACHMENT B
ADDENDA & MODIFICATIONS

Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathleen Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

January 13, 2015

SANTA FE COUNTY
IFB# 2015-0194-PW/PL
ROMERO PARK PHASE I CIVIL IMPROVEMENTS

ADDENDUM #1

Dear Bidders,

This addendum is issued to reflect the following immediately. It shall be the responsibility of interested bidders to adhere to any changes or revisions to the IFB as identified in this Addendum No. 1. This documentation shall become permanent and made part of the departmental files.

NOTICE: THIS ADDENDUM CONTAINS REVISED BID SHEETS TO BE USED IN BID SUBMITTAL

ATTACHMENT 1: REVISED BID SHEETS
ATTACHMENT 2: PRE-BID CONFERENCE SIGN-IN SHEET
ATTACHMENT 3: 150108 COVER SHEET

On January 5, 2015 Santa Fe County held the pre-bid conference for the above referenced Invitation for Bid (IFB). Listed below are questions asked at the conference and received via email.

Question #1- What is the budget amount for this project?

Answer #1- *The MACC for this project is \$390,000.*

Question #2- Is the installation of the playground structure part of this project?

Answer #2- *No. Playground equipment to be installed by others.*

Question #3- Is the parking area to be cleared for the landscape contractor; if so does it require only grading or will it also require fill material?

Answer #3- *The parking area is to be cleared for the landscape contractor. See civil grading plan for adjustments to grades in this area.*

Question #4- Will the SWPPP be required for both the landscape and the civil contractor?

Answer #4- *The SWPPP needs to be maintained until the reseeding has taken. The work will start with the civil contractor, who will have a SWPPP plan prepared, install the BMPs, file the NOI (notice of intent), file the necessary reports and maintain the BMPs while they have day to day control of the site. Once their work is complete, they will file a Notice of Termination (NOT) as they will no longer have day to day control of the site. The landscape contractor work may start while the civil contractor is still working or after the civil contractor has finished. The landscape contractor will need to file an NOI when their work begins. The landscape contractor will take over the maintenance of the BMPs, file the necessary paperwork, maintain the SWPPP after the civil contractor leaves the site, until they complete their work and file their NOT.*

Question #5- Will the fence around the basketball court require removal?

Answer #5- *Yes, see sheet L1-02.*

Question #6- After the tennis court is removed, is the asphalt to be reclaimed? If so, is the asphalt to be removed from site or stored on-site?

Answer #6- *The plans call for the asphalt to be milled and reused as base course for the parking area (per note 3 on L1-03). It should be stored on site until it is used on site.*

Question #7- Will the waterline crossing the road require to be saw-cut?

Answer #7- *If the road asphalt is cut then a saw cut is necessary. Boring is an acceptable alternative.*

Question #8- Will a Traffic Control Plan be required during the construction of the waterline connection to park?

Answer #8- All work in the roadway or along its shoulder will require a traffic control plan to be approved by Santa Fe County Public Works Department.

Question #9- Please clarify the re-surfacing requirements for the basketball court?

Answer #9- The basketball court surfacing is to be removed as part of demolition. Resurfacing is not part of the civil bid. New striping will be installed as part of another contract.

Question #10- Will this project and the Romero Park Landscape project be constructed at the same time?

Answer #10- The civil / roadway work according to the bid documents will be constructed prior to the landscape improvement effort. Some coordination is necessary between the two selected contractors to ensure that a seamless transition occurs.

Question #11- On Sheet L0-00 – General Conditions Notes No. 8. What is your definition of construction fencing...orange fencing, chain link, etc.? And where is this fencing expected throughout the construction period?

Answer #11- The contractor is responsible for securing the site from public access for the duration of construction. The contractor may propose the construction fence location with client review.

Question #12- Site Demo Notes No. 4 allows for the onsite disposal of construction debris. Why does Note No. 5 on sheets L1-01 & L1-02 instruct the Contractor to remove from the site damaged/broken parking bumpers?

Answer #12- On-site disposal of concrete construction debris is permitted in designated areas. All other construction debris is to be disposed of properly off-site.

Question #13- Site Demo Notes No. 5 instructs the Contractor to deliver undamaged salvage items to a location off site. What is the distance to or location of this place?

Answer #13- Salvaged items are to be transported to the Parks Maintenance yard found on site just west of the restroom/concessions building.

Question #14- Will the curb & gutter that is called out on Sheet L1-03 be removed, or be buried on site?

Answer #14- Concrete demolition may be buried on site in designated locations. Minimum cover on buried items to be 3 ft.

Question #15- Instead of grinding the stumps of the removed trees, can the contractor remove them completely and fill the holes?

Answer #15- Yes.

Question #16- On the Bid Sheets Item No. 1 – will the unclassified excavation be considered as debris and the Contractor can dispose on site?

Answer #16- Unclassified Excavation (Bid Sheet Item No. 1) is cut material that is assumed to be utilized as fill on site.

Question #17- On the Bid Sheets Item No. 3 – is asking for a cost on Zero quantity of Select Fill. Is the County asking for a unit price only?

Answer #17- Yes.

Question #18- On the Bid Sheets Item No. 7 Clearing and Grubbing- will this be considered as debris and the Contractor can dispose on site?

Answer #18- Grubbed material is to be mulched and disposed of on site.

Question #19- On the Bid Sheets Items No. 26 & 27, unit of LF doesn't work unless we are expected to cut a concrete bumper; is this supposed to be a unit of EACH?

Answer #19- Bid Sheet Items No. 26 & 27 are to be EA, not LF. See revised bid sheets issued as part of this addendum.

Question #20- On the Bid Sheets Items No. 37, 38 & 39, please clarify; is the PVC culvert referenced to be PVC pipe?

Answer #20- Yes. See revised bid sheets issued as part of this addendum.

Question #21- On the Bid Sheets Item No. 68; why six (6) months of inspections if the project is only 90 days?

Answer #21- This has been changed to three (3) months of inspection; see updated Bid Sheet. Inspection duration will be paid based on actual duration of inspection time. It is assumed that a seamless transition of SWPPP management will occur from the civil to the landscape contractor. If inspection times are longer or shorter, this will be paid on a pro-rata basis.

Question #22- What are the power and voltage requirements for the irrigation pump system?

Answer #22- Single Phase, 120V

Please add this Addendum #1 to the original bid documents and refer to bid documents, hereto as such. This and all subsequent addenda will become part of any resulting contract documents and have effects as if original issued. All other unaffected sections will have their original interpretation and remain in full force and effect.

Bidders are reminded that any questions or need for clarification must be addressed to Pamela Lindstam, Senior Procurement Specialist at plindsta@santafecountynm.gov.

ATTACHMENT 1

**REVISED BID SHEETS
(TO BE USED IN BID SUBMITTAL)**

REVISED BID SHEETS

**BID ITEMS FOR THE ROMERO PARK PHASE I
CIVIL IMPROVEMENTS**

Bid Item No.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	EXTENDED PRICE (\$)
1	Unclassified Excavation Unit Cost Written in Words <hr/> Dollars & Cents	CY	3,417	Unit Cost Written in Numbers <hr/> Dollars & Cents	Extended Price Written in Numbers <hr/> Dollars & Cents
2	Fill Unit Cost Written in Words <hr/> Dollars & Cents	CY	3,417	Unit Cost Written in Numbers <hr/> Dollars & Cents	Extended Price Written in Numbers <hr/> Dollars & Cents
3	Select Backfill Unit Cost Written in Words <hr/> Dollars & Cents	CY	0	Unit Cost Written in Numbers <hr/> Dollars & Cents	Extended Price Written in Numbers <hr/> Dollars & Cents
4	Fine Grading, Subgrade Preparation Unit Cost Written in Words <hr/> Dollars & Cents	LS	1	Unit Cost Written in Numbers <hr/> Dollars & Cents	Extended Price Written in Numbers <hr/> Dollars & Cents
5	Fine Grading, Swale Grading Unit Cost Written in Words <hr/> Dollars & Cents	LF	635	Unit Cost Written in Numbers <hr/> Dollars & Cents	Extended Price Written in Numbers <hr/> Dollars & Cents

Bid Item No.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	EXTENDED PRICE (\$)
6	Blading (existing east parking area) Unit Cost Written in Words <hr/> Dollars & Cents	AC	1.76	Unit Cost Written in Numbers <hr/> Dollars & Cents	Extended Price Written in Numbers <hr/> Dollars & Cents
7	Clearing and Grubbing Unit Cost Written in Words <hr/> Dollars & Cents	AC	3.94	Unit Cost Written in Numbers <hr/> Dollars & Cents	Extended Price Written in Numbers <hr/> Dollars & Cents
8	Remove Asphalt/Milling (reuse for base course, store on site) Unit Cost Written in Words <hr/> Dollars & Cents	SY	2,733	Unit Cost Written in Numbers <hr/> Dollars & Cents	Extended Price Written in Numbers <hr/> Dollars & Cents
9	Remove Shade Structure (32' x 32') Unit Cost Written in Words <hr/> Dollars & Cents	LS	1	Unit Cost Written in Numbers <hr/> Dollars & Cents	Extended Price Written in Numbers <hr/> Dollars & Cents
10	Remove Baseball Field Amenities Unit Cost Written in Words <hr/> Dollars & Cents	LS	1	Unit Cost Written in Numbers <hr/> Dollars & Cents	Extended Price Written in Numbers <hr/> Dollars & Cents
11	Remove Basketball Court Surfacing + 2 Poles w/Backboards Unit Cost Written in Words <hr/> Dollars & Cents	LS	1	Unit Cost Written in Numbers <hr/> Dollars & Cents	Extended Price Written in Numbers <hr/> Dollars & Cents

Bid Item No.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	EXTENDED PRICE (\$)
12	Sawcut Asphalt/ Concrete Paving Unit Cost Written in Words <hr/> Dollars & Cents	LF	170	Unit Cost Written in Numbers <hr/> Dollars & Cents	Extended Price Written in Numbers <hr/> Dollars & Cents
13	Remove Concrete Paving (tennis courts, paths) Unit Cost Written in Words <hr/> Dollars & Cents	SY	1,190	Unit Cost Written in Numbers <hr/> Dollars & Cents	Extended Price Written in Numbers <hr/> Dollars & Cents
14	Removal of Concrete Vault Unit Cost Written in Words <hr/> Dollars & Cents	LS	1	Unit Cost Written in Numbers <hr/> Dollars & Cents	Extended Price Written in Numbers <hr/> Dollars & Cents
15	Remove 18" CMP and End Section Unit Cost Written in Words <hr/> Dollars & Cents	LS	1	Unit Cost Written in Numbers <hr/> Dollars & Cents	Extended Price Written in Numbers <hr/> Dollars & Cents
16	Remove Tree, Chip into Mulch Unit Cost Written in Words <hr/> Dollars & Cents	EA	16	Unit Cost Written in Numbers <hr/> Dollars & Cents	Extended Price Written in Numbers <hr/> Dollars & Cents
17	Remove Fence (chain link and post & cable) Unit Cost Written in Words <hr/> Dollars & Cents	LF	2,925	Unit Cost Written in Numbers <hr/> Dollars & Cents	Extended Price Written in Numbers <hr/> Dollars & Cents

Bid Item No.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	EXTENDED PRICE (\$)
18	Asphalt Roadbed, 3" (at entrance + HC Parking East Lot) Unit Cost Written in Words <hr/> Dollars & Cents	SY	181	Unit Cost Written in Numbers <hr/> Dollars & Cents	Extended Price Written in Numbers <hr/> Dollars & Cents
19	Base Course, 6" Unit Cost Written in Words <hr/> Dollars & Cents	SY	2,910	Unit Cost Written in Numbers <hr/> Dollars & Cents	Extended Price Written in Numbers <hr/> Dollars & Cents
20	Base Course, Recycled 6" Unit Cost Written in Words <hr/> Dollars & Cents	SY	314	Unit Cost Written in Numbers <hr/> Dollars & Cents	Extended Price Written in Numbers <hr/> Dollars & Cents
21	Subgrade Preparation 12" Unit Cost Written in Words <hr/> Dollars & Cents	SY	3,405	Unit Cost Written in Numbers <hr/> Dollars & Cents	Extended Price Written in Numbers <hr/> Dollars & Cents
22	Concrete Standard Curb & Gutter Unit Cost Written in Words <hr/> Dollars & Cents	LF	215	Unit Cost Written in Numbers <hr/> Dollars & Cents	Extended Price Written in Numbers <hr/> Dollars & Cents
23	Concrete Estate Curb (2' Width x 8" Height) Unit Cost Written in Words <hr/> Dollars & Cents	LF	20	Unit Cost Written in Numbers <hr/> Dollars & Cents	Extended Price Written in Numbers <hr/> Dollars & Cents

Bid Item No.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	EXTENDED PRICE (\$)
24	Concrete Header Curb (8"Width x 12" Height) Unit Cost Written in Words <hr/> Dollars & Cents	LF	412	Unit Cost Written in Numbers <hr/> Dollars & Cents	Extended Price Written in Numbers <hr/> Dollars & Cents
25	Parking Bumpers, Custom, Concrete 6' Length Unit Cost Written in Words <hr/> Dollars & Cents	EA	34	Unit Cost Written in Numbers <hr/> Dollars & Cents	Extended Price Written in Numbers <hr/> Dollars & Cents
26	Parking Bumpers, Standard, Concrete 6'Length Unit Cost Written in Words <hr/> Dollars & Cents	EA	20	Unit Cost Written in Numbers <hr/> Dollars & Cents	Extended Price Written in Numbers <hr/> Dollars & Cents
27	Parking Bumpers, Concrete 6' Length (relocate existing) Unit Cost Written in Words <hr/> Dollars & Cents	EA	11	Unit Cost Written in Numbers <hr/> Dollars & Cents	Extended Price Written in Numbers <hr/> Dollars & Cents
28	Striping- 24" White Stop Bar Unit Cost Written in Words <hr/> Dollars & Cents	LF	11	Unit Cost Written in Numbers <hr/> Dollars & Cents	Extended Price Written in Numbers <hr/> Dollars & Cents
29	Striping- 18" Blue Stripe Unit Cost Written in Words <hr/> Dollars & Cents	LF	188	Unit Cost Written in Numbers <hr/> Dollars & Cents	Extended Price Written in Numbers <hr/> Dollars & Cents

BID ITEM NO.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	EXTENDED PRICE (\$)
30	<p>Striping-ADA symbol</p> <p>Unit Cost Written in Words</p> <hr/> Dollars & Cents	EA	4	<p>Unit Cost Written in Numbers</p> <hr/> Dollars & Cents	<p>Extended Price Written in Numbers</p> <hr/> Dollars & Cents
31	<p>Sign, HC</p> <p>Unit Cost Written in Words</p> <hr/> Dollars & Cents	EA	4	<p>Unit Cost Written in Numbers</p> <hr/> Dollars & Cents	<p>Extended Price Written in Numbers</p> <hr/> Dollars & Cents
32	<p>Sign, HC Van Accessible (sign only)</p> <p>Unit Cost Written in Words</p> <hr/> Dollars & Cents	EA	3	<p>Unit Cost Written in Numbers</p> <hr/> Dollars & Cents	<p>Extended Price Written in Numbers</p> <hr/> Dollars & Cents
33	<p>Sign, Stop</p> <p>Unit Cost Written in Words</p> <hr/> Dollars & Cents	EA	1	<p>Unit Cost Written in Numbers</p> <hr/> Dollars & Cents	<p>Extended Price Written in Numbers</p> <hr/> Dollars & Cents
34	<p>Sign, Street Name (sign only)</p> <p>Unit Cost Written in Words</p> <hr/> Dollars & Cents	EA	1	<p>Unit Cost Written in Numbers</p> <hr/> Dollars & Cents	<p>Extended Price Written in Numbers</p> <hr/> Dollars & Cents
35	<p>Sign, Other Traffic Signs</p> <p>Unit Cost Written in Words</p> <hr/> Dollars & Cents	EA	3	<p>Unit Cost Written in Numbers</p> <hr/> Dollars & Cents	<p>Extended Price Written in Numbers</p> <hr/> Dollars & Cents

BID ITEM NO.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	EXTENDED PRICE (\$)
36	Sign, Emergency Access (sign only) Unit Cost Written in Words <hr/> Dollars & Cents	EA	1	Unit Cost Written in Numbers <hr/> Dollars & Cents	Extended Price Written in Numbers <hr/> Dollars & Cents
37	Pipe, PVC 4" Unit Cost Written in Words <hr/> Dollars & Cents	LF	85	Unit Cost Written in Numbers <hr/> Dollars & Cents	Extended Price Written in Numbers <hr/> Dollars & Cents
38	Pipe, PVC 4" Inlet Grate & Cover Unit Cost Written in Words <hr/> Dollars & Cents	LS	1	Unit Cost Written in Numbers <hr/> Dollars & Cents	Extended Price Written in Numbers <hr/> Dollars & Cents
39	Pipe, PVC 6" Unit Cost Written in Words <hr/> Dollars & Cents	LF	63	Unit Cost Written in Numbers <hr/> Dollars & Cents	Extended Price Written in Numbers <hr/> Dollars & Cents
40	Culverts, 24" CMP Unit Cost Written in Words <hr/> Dollars & Cents	LF	66	Unit Cost Written in Numbers <hr/> Dollars & Cents	Extended Price Written in Numbers <hr/> Dollars & Cents
41	Culverts, 24" CMP, End Section Unit Cost Written in Words <hr/> Dollars & Cents	EA	1	Unit Cost Written in Numbers <hr/> Dollars & Cents	Extended Price Written in Numbers <hr/> Dollars & Cents

BID ITEM NO.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (S)	EXTENDED PRICE (S)
42	Culverts, Connect to Existing Drop Inlet Unit Cost Written in Words _____ Dollars & Cents	LS	1	Unit Cost Written in Numbers _____ Dollars & Cents	Extended Price Written in Numbers _____ Dollars & Cents
43	Culverts, Class A Rip-Rap Unit Cost Written in Words _____ Dollars & Cents	CY	2	Unit Cost Written in Numbers _____ Dollars & Cents	Extended Price Written in Numbers _____ Dollars & Cents
44	Sleeving, PVC 2" Unit Cost Written in Words _____ Dollars & Cents	LF	210	Unit Cost Written in Numbers _____ Dollars & Cents	Extended Price Written in Numbers _____ Dollars & Cents
45	Sleeving, PVC 3" Unit Cost Written in Words _____ Dollars & Cents	LF	30	Unit Cost Written in Numbers _____ Dollars & Cents	Extended Price Written in Numbers _____ Dollars & Cents
46	Sleeving, PVC 4" Unit Cost Written in Words _____ Dollars & Cents	LF	75	Unit Cost Written in Numbers _____ Dollars & Cents	Extended Price Written in Numbers _____ Dollars & Cents
47	Sleeving, PVC 6" Unit Cost Written in Words _____ Dollars & Cents	LF	10	Unit Cost Written in Numbers _____ Dollars & Cents	Extended Price Written in Numbers _____ Dollars & Cents

BID ITEM NO.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	EXTENDED PRICE (\$)
48	Concrete Turn Down Edge, colored, Playground Area (6" Width x 18" Height) Unit Cost Written in Words Dollars & Cents	LF	251	Unit Cost Written in Numbers Dollars & Cents	Extended Price Written in Numbers Dollars & Cents
49	Concrete Header Curb, colored, Playground Area (6" Width x 18" Height) Unit Cost Written in Words Dollars & Cents	LF	120	Unit Cost Written in Numbers Dollars & Cents	Extended Price Written in Numbers Dollars & Cents
50	Concrete Mow Curb, colored, Lawn Area (6" Width x 12" Height) Unit Cost Written in Words Dollars & Cents	LF	112	Unit Cost Written in Numbers Dollars & Cents	Extended Price Written in Numbers Dollars & Cents
51	Concrete, Paving, grey, (5"reinforced w/compacted subgrade) Unit Cost Written in Words Dollars & Cents	SF	475	Unit Cost Written in Numbers Dollars & Cents	Extended Price Written in Numbers Dollars & Cents
52	Concrete Multi-Use Path, colored, 8' Wide (4" Depth w/compacted subgrade) Unit Cost Written in Words Dollars & Cents	SF	7,327	Unit Cost Written in Numbers Dollars & Cents	Extended Price Written in Numbers Dollars & Cents
53	Concrete Multi-Use Path, colored, 6' Wide (4" Depth w/compacted subgrade) Unit Cost Written in Words Dollars & Cents	SF	2,115	Unit Cost Written in Numbers Dollars & Cents	Extended Price Written in Numbers Dollars & Cents

BID ITEM NO.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (S)	EXTENDED PRICE (S)
54	Concrete Paving, colored, (4" Depth w/compacted subgrade) Unit Cost Written in Words _____ Dollars & Cents	SF	3,209	Unit Cost Written in Numbers _____ Dollars & Cents	Extended Price Written in Numbers _____ Dollars & Cents
55	Concrete Steps, 8' Wide, colored Unit Cost Written in Words _____ Dollars & Cents	EA	9	Unit Cost Written in Numbers _____ Dollars & Cents	Extended Price Written in Numbers _____ Dollars & Cents
56	Water Line, 1" Service Line (extension for Play Area Water Pump) Unit Cost Written in Words _____ Dollars & Cents	LF	47	Unit Cost Written in Numbers _____ Dollars & Cents	Extended Price Written in Numbers _____ Dollars & Cents
57	Water Line, 1" Connection Play Area Water Pump) Unit Cost Written in Words _____ Dollars & Cents	EA	1	Unit Cost Written in Numbers _____ Dollars & Cents	Extended Price Written in Numbers _____ Dollars & Cents
58	1" Gate Valve & Box Unit Cost Written in Words _____ Dollars & Cents	EA	1	Unit Cost Written in Numbers _____ Dollars & Cents	Extended Price Written in Numbers _____ Dollars & Cents
59	2" Irrigation Line Unit Cost Written in Words _____ Dollars & Cents	LF	351	Unit Cost Written in Numbers _____ Dollars & Cents	Extended Price Written in Numbers _____ Dollars & Cents

BID ITEM NO.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	EXTENDED PRICE (\$)
60	Irrigation Water Supply, 2" Connection (from La Familia Well) Unit Cost Written in Words _____ Dollars & Cents	LS	1	Unit Cost Written in Numbers _____ Dollars & Cents	Extended Price Written in Numbers _____ Dollars & Cents
61	Water Line Installation (under roadway, R+R Roadway) Unit Cost Written in Words _____ Dollars & Cents	SY	13	Unit Cost Written in Numbers _____ Dollars & Cents	Extended Price Written in Numbers _____ Dollars & Cents
62	Irrigation Tank (5,000 gallon) + Booster Pump Unit Cost Written in Words _____ Dollars & Cents	LS	1	Unit Cost Written in Numbers _____ Dollars & Cents	Extended Price Written in Numbers _____ Dollars & Cents
63	Electric Connection for Booster Pump Unit Cost Written in Words _____ Dollars & Cents	LS	1	Unit Cost Written in Numbers _____ Dollars & Cents	Extended Price Written in Numbers _____ Dollars & Cents
64	Raise Existing Sewer Service Line Cleanouts to Finish Grade, place in box Unit Cost Written in Words _____ Dollars & Cents	EA	5	Unit Cost Written in Numbers _____ Dollars & Cents	Extended Price Written in Numbers _____ Dollars & Cents
65	Lower Existing Water Line Unit Cost Written in Words _____ Dollars & Cents	LS	1	Unit Cost Written in Numbers _____ Dollars & Cents	Extended Price Written in Numbers _____ Dollars & Cents

BID ITEM NO.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	EXTENDED PRICE (\$)
66	SWPPP Management Unit Cost Written in Words Dollars & Cents	LS	1	Unit Cost Written in Numbers Dollars & Cents	Extended Price Written in Numbers Dollars & Cents
67	SWPPP Inspections Unit Cost Written in Words Dollars & Cents	MO	6	Unit Cost Written in Numbers Dollars & Cents	Extended Price Written in Numbers Dollars & Cents
68	Silt Fencing/Wattle Unit Cost Written in Words Dollars & Cents	LF	1,565	Unit Cost Written in Numbers Dollars & Cents	Extended Price Written in Numbers Dollars & Cents
69	Drop Inlet Filter + Sand Bags Unit Cost Written in Words Dollars & Cents	EA	2	Unit Cost Written in Numbers Dollars & Cents	Extended Price Written in Numbers Dollars & Cents
70	Concrete Washout Unit Cost Written in Words Dollars & Cents	LS	1	Unit Cost Written in Numbers Dollars & Cents	Extended Price Written in Numbers Dollars & Cents
71	Construction Entrance Unit Cost Written in Words Dollars & Cents	EA	1	Unit Cost Written in Numbers Dollars & Cents	Extended Price Written in Numbers Dollars & Cents

BID ITEM NO.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	EXTENDED PRICE (\$)
72	Surveying / Construction Staking Unit Cost Written in Words <hr/> Dollars & Cents	LS	1	Unit Cost Written in Numbers <hr/> Dollars & Cents	Extended Price Written in Numbers <hr/> Dollars & Cents
73	Mobilization Unit Cost Written in Words <hr/> Dollars & Cents	LS	1	Unit Cost Written in Numbers <hr/> Dollars & Cents	Extended Price Written in Numbers <hr/> Dollars & Cents
74	Testing Unit Cost Written in Words <hr/> Dollars & Cents	LS	1	Unit Cost Written in Numbers <hr/> Dollars & Cents	Extended Price Written in Numbers <hr/> Dollars & Cents
75	Traffic Control Unit Cost Written in Words <hr/> Dollars & Cents	LS	1	Unit Cost Written in Numbers <hr/> Dollars & Cents	Extended Price Written in Numbers <hr/> Dollars & Cents
76	Bollard, Fixed Unit Cost Written in Words <hr/> Dollars & Cents	EA	4	Unit Cost Written in Numbers <hr/> Dollars & Cents	Extended Price Written in Numbers <hr/> Dollars & Cents
77	Bollard, Removeable Unit Cost Written in Words <hr/> Dollars & Cents	EA	3	Unit Cost Written in Numbers <hr/> Dollars & Cents	Extended Price Written in Numbers <hr/> Dollars & Cents
TOTAL BID ITEMS 1-77 WRITTEN IN WORDS					
TOTAL BID ITEMS 1-77 WRITTEN IN FIGURES					

ADDITIVE ALTERNATE #1 – ACCESS ROAD

Description: Install asphalt paving along internal park roadway per detail 8/L3-01 and install estate curb along asphalt edge, both sides of roadway per detail 4/3-01. Adjust roadway base course subgrade level so finish asphalt surface meets finish grade levels indicated on plans C2-01 and C2-02. Install associated asphalt pavement markings along access road per plan C3-01. Base bid assumes roadway surfacing is base course.

Bid Item No.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	EXTENDED PRICE (\$)
A1.1	Asphalt Roadbed, 3" (entire driveway) Unit Cost Written in Words <hr/> Dollars & Cents	SY	1,467	Unit Cost Written in Numbers <hr/> Dollars & Cents	Extended Price Written in Numbers <hr/> Dollars & Cents
A1.2	Concrete Estate Curb (2' Width x 8" Height) Unit Cost Written in Words <hr/> Dollars & Cents	LF	1,653	Unit Cost Written in Numbers <hr/> Dollars & Cents	Extended Price Written in Numbers <hr/> Dollars & Cents
A1.3	Striping – 4" Yellow Stripe Unit Cost Written in Words <hr/> Dollars & Cents	LF	700	Unit Cost Written in Numbers <hr/> Dollars & Cents	Extended Price Written in Numbers <hr/> Dollars & Cents
A1.4	Striping – 18" White Stripe Unit Cost Written in Words <hr/> Dollars & Cents	LF	149	Unit Cost Written in Numbers <hr/> Dollars & Cents	Extended Price Written in Numbers <hr/> Dollars & Cents
ADDITIVE ALTERNATE #1 WRITTEN IN WORDS					
ADDITIVE ALTERNATE #1 WRITTEN IN FIGURES					

ADDITIVE ALTERNATE #2 - INFRASTRUCTURE IMPROVEMENTS

Description: Install hardscape improvements in area north of existing restroom/concession building as indicated on plan L2-02. Improvements include concrete walkways, concrete ADA parking paving with ADA striping and ADA parking sign, concrete header curb around parking area, base course parking area surfacing with parking bumpers and subgrade preparation. Base bid assumes this area receives fine grading per sheet C2-01.

Bid Item No.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	EXTENDED PRICE (\$)
A2.1	Base Course, 6" Unit Cost Written in Words <hr/> Dollars & Cents	SY	254	Unit Cost Written in Numbers <hr/> Dollars & Cents	Extended Price Written in Numbers <hr/> Dollars & Cents
A2.2	Subgrade Preparation, 12" Unit Cost Written in Words <hr/> Dollars & Cents	SY	287	Unit Cost Written in Numbers <hr/> Dollars & Cents	Extended Price Written in Numbers <hr/> Dollars & Cents
A2.3	Concrete Header Curb (8" Width x 12" Height) Unit Cost Written in Words <hr/> Dollars & Cents	LF	105	Unit Cost Written in Numbers <hr/> Dollars & Cents	Extended Price Written in Numbers <hr/> Dollars & Cents
A2.4	Concrete Paving, grey (5" reinforced w/compacted subgrade) Unit Cost Written in Words <hr/> Dollars & Cents	SF	300	Unit Cost Written in Numbers <hr/> Dollars & Cents	Extended Price Written in Numbers <hr/> Dollars & Cents
A2.5	Concrete Multi-Use Path, colored, 8' Wide (4" depth w/compacted subgrade) Unit Cost Written in Words <hr/> Dollars & Cents	SF	1,404	Unit Cost Written in Numbers <hr/> Dollars & Cents	Extended Price Written in Numbers <hr/> Dollars & Cents

Bid tem No.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	EXTENDED PRICE
A2.6	Parking Bumpers, concrete 6' Length, Custom Unit Cost Written in Words _____ Dollars & Cents	EA	13	Unit Cost Written in Numbers _____ Dollars & Cents	Extended Price Written in Numbers _____ Dollars & Cents
A2.7	Striping – 18" Blue Stripe Unit Cost Written in Words _____ Dollars & Cents	LF	188	Unit Cost Written in Numbers _____ Dollars & Cents	Extended Price Written in Numbers _____ Dollars & Cents
A2.8	Striping – ADA Symbol Unit Cost Written in Words _____ Dollars & Cents	EA	1	Unit Cost Written in Numbers _____ Dollars & Cents	Extended Price Written in Numbers _____ Dollars & Cents
A2.9	Sign – HC Unit Cost Written in Words _____ Dollars & Cents	EA	1	Unit Cost Written in Numbers _____ Dollars & Cents	Extended Price Written in Numbers _____ Dollars & Cents
A2.10	Bollard, 6" Dia., Removable Unit Cost Written in Words _____ Dollars & Cents	EA	1	Unit Cost Written in Numbers _____ Dollars & Cents	Extended Price Written in Numbers _____ Dollars & Cents
ADDITIVE ALTERNATE #2 WRITTEN IN WORDS					
ADDITIVE ALTERNATE #2 WRITTEN IN WORDS					

ADDITIVE ALTERNATE #3 – SHADE STRUCTURE AREA WORK

Description: Sawcut and remove existing concrete surfacing in existing concrete slab adjacent to restroom/concession building to install footings as indicated. Backfill, compact subgrade and install finish surface concrete to match existing and proposed finish grades after shade structure footings have been installed by others. Coordinate work with steel structure to be installed by others. Base bid assumes no sawcutting / demolition of existing concrete slab in areas designated to receive concrete footings.

Bid Item No.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	EXTENDED PRICE (\$)
A3.1	Sawcut Concrete Paving Unit Cost Written in Words Dollars & Cents	LF	112	Unit Cost Written in Numbers Dollars & Cents	Extended Price Written in Numbers Dollars & Cents
A3.2	Remove Concrete Paving (shade structure paving) Unit Cost Written in Words Dollars & Cents	SY	18	Unit Cost Written in Numbers Dollars & Cents	Extended Price Written in Numbers Dollars & Cents
A3.3	Concrete Paving, colored (4" Depth, w/compacted subgrade) Unit Cost Written in Words Dollars & Cents	SF	160	Unit Cost Written in Numbers Dollars & Cents	Extended Price Written in Numbers Dollars & Cents
ADDITIVE ALTERNATE #3 WRITTEN IN WORDS					
ADDITIVE ALTERNATE #3 WRITTEN IN FIGURES					

ALL BID ITEMS ARE EXCLUSIVE OF GROSS RECEIPTS TAX

ATTACHMENT 2

PRE-BID CONFERENCE SIGN-IN SHEET

PRE-BID CONFERENCE
IFB #2015-0194-PW/PL
ROMERO PARK PHASE I CIVIL IMPROVEMENTS
JANUARY 5, 2015
2:00 PM (MST)

NAME	COMPANY	TELEPHONE	E-MAIL ADDRESS
Carole Padstam	SFC	992-6759	Pladstap@santerelecountyng
Colleen Baker	SFC	992-9868	cbaker@santerelecountyng.gov
Gary Echevarry	EMCO	490-0695	emcoerpico.com
Tod Agenbroad	EMCO	490-0663	" " "
MITCH AGENBROAD	ALDR. ASPHALT INC.	991-2450	" " "
Tiffany Torres	AUI Inc.	242-4848	tiffanyt@auiinc.net
Gabriel Alarbac	GM Emulsion	505-890-9209	gabriel@emulsion.com
MATTS BUCKLAND	MAXTEK CONNECTIONS	505-800-5753	Maxtek@aol.com
Don Cummings	Century Club Const	505-927-4724	donc@desertutility.com
Jenny ZAK	TCC Plumbing, Inc.	505-362-2454	Jzak@TCCPlumbing.com

EXHIBIT A
PROJECT MANUAL

EXHIBIT B

TECHNICAL SPECIFICATIONS AS LISTED IN PLAN SET

EXHIBIT C

LABOR AND MATERIAL PAYMENT BOND (SAMPLE)

KNOW ALL MEN BY THESE PRESENT, THAT WE _____
_____ as PRINCIPAL hereinafter called the "PRINCIPAL" and
_____ as SURETY hereinafter called the "SURETY", are held and
firmly bound unto Santa Fe County, a Political Subdivision of the State of New Mexico as OBLIGEE
hereinafter called the "COUNTY", for the use and benefit of any claimants as herein below defined, in
the amount of _____ (\$.) dollars for the payment whereof
PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors, and
assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has a written contract dated _____, 2015, with the
COUNTY for the construction services for the Romero Park Phase I Civil Improvements in Santa Fe
County, New Mexico, which must be constructed in accordance with drawings and specifications which
contract is referenced and made a part hereof, and is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if PRINCIPAL shall
promptly make payment to all claimants as hereinafter defined, for all labor and material used or
reasonably required for use in the performance of the Contract, then this obligation shall be void;
otherwise, it shall remain in full force and effect, subject to the following conditions:

1. A claimant is defined as one having a direct contract with the PRINCIPAL or with a
subcontractor of the PRINCIPAL for labor, material, or both, used or reasonably required for
use in the performance of the Contract, labor and material being construed to include but not
be limited to that part of water, gas, power, light, heat, oil, gasoline, telephone services or
rental of equipment directly applicable to the Contract.
2. The above named PRINCIPAL and SURETY hereby jointly and severally agree with the
COUNTY that every claimant as herein defined, who has not been paid in full before the
expiration of a period of ninety (90) days after the date on which the last of such claimant's
work or labor was done or performed, or materials were furnished by such claimant,
prosecute a suit to final judgment for such sum or sums as may be justly due claimant, and
have execution thereof. The COUNTY shall not be liable for payment of any cost or
expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - a. Unless claimant, or other than one having a direct contract with the PRINCIPAL,
shall have written notice in the form of an sworn statement to the COUNTY and any
one or both of the following: the PRINCIPAL or SURETY above named, within
ninety (90) days after such said claim is made or suit filed, stating with substantial
accuracy the amount claimed and the name of the party to whom the materials were
furnished, or for whom the work or labor was done or performed.
 - b. Such notice shall be served by mailing the same by registered mail or certified mail,
postage prepaid, in an envelope addressed to the COUNTY, PRINCIPAL or
SURETY, at any place where an office is regularly maintained by said COUNTY,

PRINCIPAL or SURETY for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer.

- 4. Any suit under this Labor and Material Bond must be instituted in accordance with the statute of limitation under Section 37-1-3 NMSA 1978.
- 5. No right of action shall accrue on this Bond to or for the use of any person or corporation other than subcontractors or sub-subcontractors of the said Contract between PRINCIPAL and Santa Fe County named herein.

SIGNED AND SEALED THIS _____ DAY OF _____, 2015.

CONTRACTOR – PRINCIPAL (signature)

By: _____
(Printed name and title)

NOTARY PUBLIC

(seal)

My Commission expires: _____

SURETY (signature)

(Printed name and title)

NOTARY PUBLIC

(seal)

My Commission expires: _____

SURETY'S Authorized New Mexico Agent

EXHIBIT D

PERFORMANCE BOND (SAMPLE)

A. KNOW ALL MEN BY THESE PRESENT, THAT WE _____, as PRINCIPAL hereinafter called the "CONTRACTOR" and _____, as SURETY hereinafter called the "SURETY", are held and firmly bound unto OBLIGEE Santa Fe County, a Political Subdivision of the State of New Mexico, hereinafter called the "COUNTY", in the sum of _____ (\$ _____) dollars for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

B. WHEREAS, the CONTRACTOR has a written contract dated _____, 2015, with the COUNTY for the construction services for the Romero Park Phase I Civil Improvements Santa Fe County, New Mexico, in accordance with drawings and specifications which contract is referenced made part hereof, and is hereinafter referred to as the "Contract."

C. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract (including any amendment thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect until the COUNTY shall by written instrument notify the SURETY that the obligation is discharged, except that the obligation shall continue for at least three (3) months following the expiration of the term of the Contract.

1. The SURETY hereby waives notice of any alteration or extension of the Contract time made by the COUNTY.
2. Whenever CONTRACTOR shall be, and is declared by the COUNTY to be in default under the Contract, the COUNTY having performed the COUNTY'S obligations thereunder, the SURETY must promptly remedy the default and shall promptly:
 - (1) Complete the Contract in accordance with its terms and conditions, or
 - (2) Obtain a bid or bids for submission to the COUNTY for completing the Contract in accordance with its terms and conditions, and upon determination by the COUNTY and SURETY of the lowest responsible bidder, arrange for a contract between such bidder and Santa Fe County, and make available as work progresses (even though there should be a default or a secession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price" as used in this paragraph, shall mean the total amount payable by the COUNTY to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by the COUNTY to CONTRACTOR.

D. No right of action shall accrue on this Performance Bond to or for the use of any person or corporation other than Santa Fe County named herein or the heirs, executors, administrators, or successors of Santa Fe County.

E. This Bond shall be enforceable without the need to have recourse to any judicial or arbitral proceedings.

SIGNED AND SEALED THIS _____ DAY OF _____, 2015.

CONTRACTOR – PRINCIPAL (signature)

By: _____
(Printed name and title)

NOTARY PUBLIC (seal)

My Commission expires: _____

SURETY (signature)

(Printed name and title)

NOTARY PUBLIC (seal)

My Commission expires: _____

SURETY'S Authorized New Mexico Agent

EXHIBIT E

ASSIGNMENT OF ANTITRUST CLAIMS

TO BE EXECUTED BY GENERAL CONTRACTORS, SUBCONTRACTORS, SUPPLIERS,
AND SUBSUBCONTRACTORS OF CONTRACTORS ON COUNTY CONTRACTS.

FIRM NAME:
ADDRESS:

PROJECT: Romero Park Phase I
Civil Improvements

PHONE NO.:

PROJECT NO: 2015-0194-PW/PL

_____ agrees that any and all claims which it may have or may incur to it for overcharges resulting from antitrust violations as to goods, services, and materials purchased in connection with the above-referenced project are hereby assigned to Santa Fe County, but only to the extent that such overcharges are passed on to the County. It is agreed that the undersigned retains all rights to any such antitrust claims to the extent of any overcharges not passed on to the County, including the right to any treble damages attributable thereto.

FIRM: _____

BY: _____
Signed by Individual empowered to obligate Suppliers,
Subcontractors or Subsubcontractors

TITLE: _____

EXHIBIT F

CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT G

NOTICE OF CONTRACT AWARD

TO:

FROM: _____, Public Works Department

CONTRACT NO. 2015-0194-PW/PL

This is to inform that you that you have been awarded the Contract for:

Project Name: Romero Park Phase I Civil Improvements

Date of Award _____ Amount of Award _____

Contractor Information:

Firm Name: _____ License# _____

Address: _____ Phone # _____

It is anticipated that construction will take place:

Approximate Starting Date: _____ Approximate Completion Date: _____

Santa Fe County hereby accepts your offer on the solicitation No. _____ as reflected in this award document. The rights and obligations of the parties shall be subject to and governed by this document and any documents attached or incorporated by reference.

SANTA FE COUNTY

Name of Public Works Director or designee: _____
(Print Name)

Signature

EXHIBIT H

NOTICE TO PROCEED

TO:

DATE:
PROJECT: Romero Park Phase I
Civil Improvements

ATTN:

PROJECT NO. 2015-0194-PW/PL
CONTRACT NO. 2015-0194-PW/PL
IFB NO. 2015-0194-PW/PL

Enclosed is your copy of the Contract, which has been approved. Please consider this letter as official NOTICE TO PROCEED on the above-referenced project.

Your firm shall commence work within ten (10) calendar days of the above date and shall achieve Substantial Completion [redacted] calendar days thereafter, which shall be [redacted], 2015, unless modified by Change Order.

It is essential that you make reference to the above-stated project number on all documents sent to the Architect/Engineer from your office. These documents shall include correspondence, change order proposals, change orders, payment request statements, and all other project-related material which you forward to the Architect/Engineer for information and processing.

Also, before you may start any Work at the site, you must (add any other requirements):

OWNER: Santa Fe County
SFC [redacted] DEPARTMENT

By: [redacted]
Director, SFC Department

EXHIBIT I

CHANGE ORDER

PROJECT:

CONTRACTOR
CHANGE ORDER NO:

ARCHITECT/ENGINEER

PROJECT NO:

Contractor Telephone:
Contractor e-mail:
ENGINEER'S/ARCHITECT'S PROJECT NO:

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

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

NOT VALID UNTIL SIGNED BY BOTH THE COUNTY AND THE ARCHITECT/ENGINEER.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The Original Contract Sum was	
Net change by previously authorized Change Orders	\$0.00
The Contract Sum prior to this Change Order was he Contract Sum will be increased/decreased/unchanged	
by this Change Order in the amount of	\$0.00
The new contract Sum including this Change Order will be	\$0.00
The Contract Time will be increased/decreased/unchanged by <input type="text"/> days.	
The date of Substantial Completion as of the date of this Change Order therefore is: <input type="text"/>	

CHANGE ORDER SIGNATURE PAGE

REVIEWED

Santa Fe County

By: _____

Date: _____

AGREED AND RECOMMENDED

CONTRACTOR

By: _____

Date: _____

Title: _____

ARCHITECT/ENGINEER

By: _____

Date: _____

APPROVED

SANTA FE COUNTY

By: _____

Date: _____

EXHIBIT J

CERTIFICATE OF SUBSTANTIAL COMPLETION

SANTA FE COUNTY – PUBLIC WORKS DEPARTMENT

Public Works Director or designee (name): _____

CONTRACTOR: _____

Contractor Purchase Order Number: _____

ARCHITECT/ENGINEER: _____

Project Name: _____

Contract Date: _____

Project Description - Article 2 to Agreement Between Santa Fe County and Contractor (include address and project location description):

The contractor hereby certifies the Work of this project to be in complete conformance to the Contract Documents and is substantially complete, enabling the County to make use of the Work as intended.

By its signature below the Contractor further requests Architect/Engineer and County to inspect the Work and to concur in the Work's substantial completion by their signature and/or to provide in a timely manner to Contractor a listing of work items adjudged by them as remaining to be completed or corrected. Contractor agrees to complete and correct all work items (Punch List) representative of such listing within ___ days from date of receipt from Architect/Engineer.

Contractor

Signature

Print Name

Date

Accepted by Santa Fe County

Signature (Public Works Director or Designee) Print Name Date

Inspected/Concurrence Architect/Engineer

Signature Print Name Date

PUNCH LIST

A list of items (Punch List) to be completed or corrected, verified by the Architect/Engineer and County, is appended hereto. Failure to include any incomplete items on such list does not alter the responsibility of the Contractor to provide all Work in complete conformance with the Contract Documents.

The Contractor shall complete or correct the work on the punch list appended hereto by _____ (Date)

The punch list consists of _____ (indicate number of items) items.

The Work performed under this Contract has been reviewed and found to be substantially complete by the Director of Public Works who has hereby established the Date of Substantial Completion as _____ (date) which is also the date of commencement of all warranties and guarantees required by the Contract Documents. The Date of Substantial Completion of the Work or designated portion thereof is the date established by the Director of Public Works (or designee) when construction is sufficiently complete, in accordance with the Contract Documents, so the County may occupy the Work, or designated portion thereof, for the use for which it is intended.

The County accepts the Work or designated portion thereof as substantially complete and assumes full possession thereof, in accordance with the contract documents.

Punch List Items: (Use additional sheets if necessary)

Pamela Lindstam

From: DIRECTV <ebill@directv.com>
Sent: Sunday, February 08, 2015 11:12 AM
To: Pamela Lindstam
Subject: Your DIRECTV statement is available online

[My Account](#) | [Pay Bill](#) | [View My Statement](#) | [Help](#)

Account #: 40010565
Statement for: PAMELA LINDSTAM

Statement Date: 02/07/15
Billing Period: 02/06/15 to 03/05/15

TOTAL DUE:

\$102.39

[Pay Now >>](#)

PLEASE PAY BY:

2015
February
26

Previous Balance	\$97.12
Payments Received Since Last Bill	-97.12
New Charges:	
DIRECTV Channels	101.98
DIRECTV Equipment Services	0.00
Other Discounts	-5.00
Other Charges, Adjustments & Taxes	5.41
Total New Charges	102.39
TOTAL AMOUNT DUE	\$102.39

Any changes to your account can be found in the Account Activity section of this bill.

- NHL® CENTER ICE® Free Preview 2/14-20. Watch your team Race for The Cup. Visit directv.com/nhl for details.
- Visit directv.com/insidedirectv for helpful tips & tricks, free previews, hot TV & movie picks.
- Get answers fast without picking up the phone. Go to directv.com/help and look for the Live Chat pop-up.



Robert A. Garcia
Sheriff
986-2455

ragarcia@santafecountynm.gov




Ron E. Madrid
Undersheriff
986-2455

rmadrid@santafecountynm.gov

35 Camino Justicia – Santa Fe, New Mexico 87508

MEMORANDUM

To: Board of County Commissioners

Fr: Undersheriff Ron Madrid 

Date: December 29, 2014

Via: Katherine Miller, County Manager

Re: Approval of Amendment # 3 to the Santa Fe County Agreement#2013-0103-SD/MS, Professional Services with Santa Fe Animal Shelter & Humane Society to Provide Animal Control Services to Increase the Compensation to \$675,000, inclusive to GRT; Authorizing the County Manager to Approve the Purchase Order (Bill Taylor, Procurement Manager; Ron Madrid, Undersheriff)

Issue:

The Santa Fe County Sheriff's Office is requesting approval to increase the threshold of Santa Fe County Agreement#2013-01013-SD/MS, AM#3 to \$675,000.00 with the Santa Fe Animal Shelter & Humane Society.

Background:

This amendment will cover the costs through June 30, 2015 for Pound Master Fees, which provides animal housing facilities, medical care for animals impounded by the Santa Fe County Animal Control Division, opened investigations/cases, and for difference of shelters' license fee request to existing fee. We exceeded the threshold due to the Clopton and pit bull cases that were opened during Fiscal Year 2014 and exceeded the amount estimated.

Recommendation:

The Sheriff's Office requests approval to increase the compensation amount on Agreement# 2013-0103-SD/MS, AM#3 to \$675,000.00, and authorizing the County Manager to approve the purchase order through June 30, 2015.

**AMENDMENT NO. 3 TO
PROFESSIONAL SERVICES AGREEMENT
WITH SANTA FE ANIMAL SHELTER & HUMANE SOCIETY
TO PROVIDE ANIMAL CONTROL AND LICENSING SERVICES**

THIS AMENDMENT is made and entered into as of this ___ day of _____, 2015, by and between **Santa Fe County**, a political subdivision of the State of New Mexico (hereinafter referred to as the "County"), and the **Santa Fe Animal Shelter & Humane Society**, a New Mexico non-profit organization with a principal address of 100 Caja Del Rio Road Santa Fe, NM, 87507 (hereinafter referred to as the "Contractor.")

WHEREAS, on November 13, 2012 the County approved Professional Services Agreement No. 2013-0103-SD/MS for the purpose of providing licensing services and securing animal impoundment for animals delivered and impounded by County Animal Control Officers; and

WHEREAS, by Amendment No.1 dated June 24, 2013, Agreement No. 2013-0103-SD/MS was amended to correct errors and clarify the compensation provision of the Agreement. By Amendment No. 2 dated October 25, 2013, Agreement No. 2013-0103-SD/MS was amended to increase the compensation paid to the Contractor for FY 2014 for poundmaster and license fees and limit the Contractor's duty to impound animals in hoarding cases or other circumstances for which animals are impounded as evidence in a legal proceeding; and

WHEREAS, according to Section 30 (Amendments) of Agreement No. 2013-0103-SD/MS the parties may amend the Agreement by an instrument in writing executed by the parties;

WHEREAS, the parties desire to enter into this Amendment No. 3 to increase the compensation paid to the Contractor for the entirety of FY 2015 for a continuation of poundmaster and licensing fees in FY 2015.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Section 2 (Compensation and Invoicing), subparagraph "c)" is deleted in its entirety and replaced with:

c) For FY 2015 beginning July 1, 2014: \$15,572.82 per month for impoundment services for each month from July, 2014 to June 30, 2015. An amount not-to-exceed \$45,745.00 for the months of July 2014 through June 30, 2015 for licensing fees; payable by monthly payments and based on a rate of \$7.00 for each altered animal license sold and \$15.00 for each unaltered animal license sold. With each monthly invoice Contractor shall provide the number, type (altered or unaltered animal), and the charge (\$7.00 or \$15.00) for each type of license sold during that month for which compensation is due.

(i) The County's payment of the \$7.00 and \$15.00 licensing services fees as provided in b) above shall discontinue in the event the licensing fees stated in County Ordinance 1991-6 are amended or modified. If Ordinance 1991-6 is amended licensing fees or rates and

payments shall be consistent with the requirements of County Ordinance 1991-6.

- 2. Section 2 (Compensation and Invoicing), the reference to "Five Hundred Ten Thousand Two Hundred Twenty Two Dollars and Seventy Two Cents (\$510,222.72)" is deleted and replaced with "Six Hundred Twenty Five Thousand Dollars (\$625,000.00)."
- 3. All other provisions of Agreement No. 2013-0103-SD/MS not specifically amended by Amendment Nos.1 and 2, and this Amendment No. 3 shall remain in full force and effect.

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

SANTA FE COUNTY BOARD OF COUNTY COMMISSIONERS

Robert A. Anaya, Chair


Date

ATTESTATION:

Geraldine Salazar
Santa Fe County Clerk

Date

APPROVED AS TO FORM:



Gregory S. Shaffer
Santa Fe County Attorney

1-5-15

Date

FINANCE DEPARTMENT



Teresa C. Martinez
Santa Fe County Finance Director

1/5/15

Date

SANTA FE ANIMAL SHELTER & HUMANE SOCIETY

Mary Martin, Executive Director

Date

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
WITH SANTA FE ANIMAL SHELTER & HUMANE SOCIETY
TO PROVIDE ANIMAL CONTROL SERVICES**

THIS AMENDMENT is made and entered into as of this 24th day of June, 2013, by and between **Santa Fe County**, a political subdivision of the State of New Mexico (hereinafter referred to as the "County"), and the **Santa Fe Animal Shelter & Humane Society**, a New Mexico non-profit organization with a principal address of 100 Caja Del Rio Road Santa Fe, NM, 87507 (hereinafter referred to as the "Contractor."

WHEREAS, on November 13, 2012 the County approved Professional Services Agreement No. 2013-0103-SD/MS for the purpose of securing animal impoundment and licensing services for animals impounded by County Animal Control Officers;

WHEREAS, Section 2 (Compensation and Invoicing), subsection A.a) of the Agreement executed by the County is inaccurate and other form and typographical errors in the Agreement need to be clarified and corrected;

WHEREAS, according to Section 30 (Amendments) of Agreement No. 2013-0103-SD/MS the parties may amend the Agreement by an instrument in writing executed by the parties;

WHEREAS, the parties desire to enter into this Amendment No. 1 to clarify the Agreement, correct Section 2.A.a) and correct other inaccuracies and typographical errors in the Agreement.

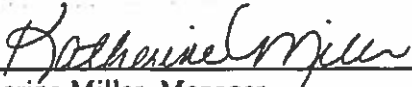
NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

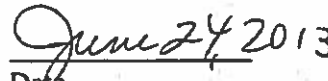
1. Section 1 (Scope of Services), subsection "H (iii)" delete the word "Santa Fe."
2. Section 1 (Scope of Services), subsection "N", complete the final sentence by inserting the phrase: "audit and inspection by the County upon request."
3. Section 1 (Scope of Services), subsection "F" of the County's duties on page 3, attach the Bite Case Quarantine form" referred to as "Exhibit A" which is attached hereto.
4. Section 1 (Scope of Services) subsection "I" of the County's duties on page 3, delete the word "Shelter" and replace with "Contractor."
5. Section 1 (Scope of Services), subsection "J" of the County's duties at the top of page 4, delete the duplicate phrase "Fe Animal Shelter and designated as being in 'Protective Custody.'"
6. Section 2 (Compensation and Invoicing), delete subsection A.a) in its entirety and replace with the following:
 - a) Payment for November 2012 through June 30, 2013 shall be \$15,184.38 per month;

7. Section 2 (Compensation and Invoicing), the reference to "Four Hundred Ninety Five Thousand, Two Hundred Twenty Two Dollars and Seventy Cents (\$495,222.70)" is corrected to read: "Four Hundred Ninety Five Thousand, Two Hundred Twenty Two Dollars and Seventy Two Cents (\$495,222.72)."
8. Section 2 (Compensation and Invoicing), subsection "C," complete the second sentence by inserting the phrase "payment is sought."
9. All other provisions of Agreement No. 2013-0103-SD/MS not specifically amended by this Amendment No.1 shall remain in full force and effect.

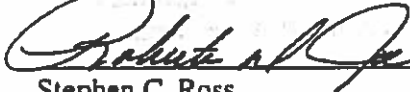
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

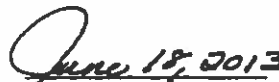
SANTA FE COUNTY BOARD OF COUNTY COMMISSIONERS


Katherine Miller, Manager



Date

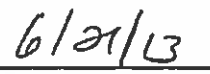
APPROVED AS TO FORM:


Stephen C. Ross
Santa Fe County Attorney

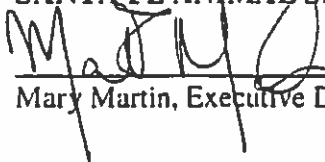

Date

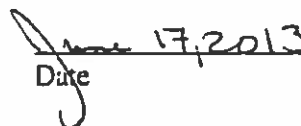
FINANCE DEPARTMENT


Teresa C. Martinez
Santa Fe County Finance Director


Date

SANTA FE ANIMAL SHELTER & HUMANE SOCIETY


Mary Martin, Executive Director


Date

**AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT
WITH SANTA FE ANIMAL SHELTER & HUMANE SOCIETY
TO PROVIDE ANIMAL CONTROL AND LICENSING SERVICES**

THIS AMENDMENT is made and entered into as of this 25th day of October, 2013, by and between Santa Fe County, a political subdivision of the State of New Mexico (hereinafter referred to as the "County"), and the Santa Fe Animal Shelter & Humane Society, a New Mexico non-profit organization with a principal address of 100 Caja Del Rio Road Santa Fe, NM, 87507 (hereinafter referred to as the "Contractor.")

WHEREAS, on November 13, 2012 the County approved Professional Services Agreement No. 2013-0103-SD/MS for the purpose of providing licensing services and securing animal impoundment for animals delivered and impounded by County Animal Control Officers;

WHEREAS, by Amendment No.1 dated June 24, 2013, Agreement No. 2013-0103-SD/MS was amended to correct errors and clarify the compensation provision of the Agreement;

WHEREAS, according to Section 30 (Amendments) of Agreement No. 2013-0103-SD/MS the parties may amend the Agreement by an instrument in writing executed by the parties;

WHEREAS, the parties desire to enter into this Amendment No. 2 to increase the County's compensation to the Contractor for FY 2014 for Contractor's collection of increased licensing fees for altered and unaltered animals and limit Contractor's duty to impound animals in hoarding cases or other circumstances for which animals are impounded as evidence in a legal proceeding.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Section 1 (Scope of Services), of the Contractor's duties (page 3), a new paragraph "Q" is inserted (Page 3) to read as follows:
 - Q. Contractor will not accept for impoundment or boarding any animals including domestic livestock or exotic animals, from an ACO which the ACO indicates are to be held as evidence in a pending legal proceeding such as a hoarding case or other criminal case.
2. Section 1 (Scope of Services) of the County's duties (page 4), paragraph "L" is deleted in its entirety and replaced with the following:
 - L. The County and Contractor may reach agreement on the Contractor's impoundment and boarding of animals for a specified period of time that exceeds the time period under paragraph "O" of Section 1 of the Contractor's duties under this Agreement.
3. Section 2 (Compensation and Invoicing), subparagraph "b)" is deleted in its entirety and replaced with:

b) For FY 2014 beginning July 1, 2013: \$15,572.82 per month for July, August, September and October 2013. \$19,387.82 for the month of November 2013 (impoundment and licensing services). \$15,572.82 per month for impoundment fees for the months of December, January, February, March, April, May, and June 2014. And a sum not-to-exceed \$11,185.00 for licensing services for November, December, January, February, March, April, May and June 2014; payable in monthly installments based on a rate of \$7.00 for each altered animal license sold and \$15.00 for each unaltered animal license sold. With each monthly invoice Contractor shall provide proof of all licenses sold during that month for which compensation is due.

(i) The County's payment of the \$7.00 and \$15.00 licensing services fees as provided in b) above shall discontinue in the event the licensing fees stated in County Ordinance 1991-6 are amended or modified. If Ordinance 1991-6 is amended licensing fees or rates and payments shall be consistent with the requirements of County Ordinance 1991-6.

- 4. Section 2 (Compensation and Invoicing), the reference to "Four Hundred Ninety Five Thousand, Two Hundred Twenty Two Dollars and Seventy Two Cents (\$495,222.72)" is deleted and replaced with "Five Hundred Ten Thousand Two Hundred Twenty Two Dollars and Seventy Two Cents (\$510,222.72)."
- 5. All other provisions of Agreement No. 2013-0103-SD/MS not specifically amended by Amendment No.1 and this Amendment No. 2 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

Katherine Miller
Katherine Miller, Manager

10.22.13
Date

APPROVED AS TO FORM:

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

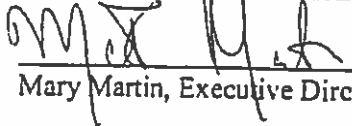
10/18/13
Date

FINANCE DEPARTMENT

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

10/21/13
Date

SANTA FE ANIMAL SHELTER & HUMANE SOCIETY



Mary Martin, Executive Director

Oct 28, 2013
Date

100

100

100

100

100

100

100

**SANTA FE COUNTY
PROFESSIONAL SERVICES AGREEMENT
WITH SANTA FE ANIMAL SHELTER & HUMANE SOCIETY
TO PROVIDE ANIMAL CONTROL SERVICES**

THIS AGREEMENT is made and entered into this 13th day of November, 2012 by and between Santa Fe County, a political subdivision of the State of New Mexico (hereinafter referred to as the "County") and the Santa Fe Animal Shelter & Humane Society, a New Mexico non-profit organization, with a principal address of, 100 Caja Del Rio Road, Santa Fe, NM 87507, hereinafter referred to as the "Contractor."

WHEREAS, pursuant to NMSA 1978, Section 13-1-126, the County has determined Contractor to be a "sole source" provider of the requested services;

WHEREAS, the County is in need of animal control and humane animal care services and the Contractor maintains and operates the Santa Fe Animal Shelter & Humane Society;

WHEREAS, the County desires to engage the Contractor to render animal control and humane animal care services;

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

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The Contractor shall:

- A. Provide an animal housing facility for animals impounded by County Animal Control Officers ("ACOs"). The Contractor shall operate and be accessible to ACO's twenty-four (24) hours per day throughout the term of this Agreement.
- B. Accept an average of one hundred (100) County-impounded animals per month provided these animals do not exhibit any symptoms of disease or conditions such as rabies or other dangerous diseases. If the number of stray dogs and cats received from the ACOs exceed one hundred and twenty (120) in any given month, the Contractor will submit a separate invoice to the County at the Contractor's daily impound rate as provided in Section 2 (Compensation).
- C. Visually examine all animals upon intake, provide identification bands and wellness vaccinations to healthy non-fractious animals and provide stabilization and wellness care as needed.
- D. Hold animals impounded by the ACOs as strays for the length of time required by Santa Fe County Ordinance No. 1991-6.
- E. Provide daily care to animals according to accepted sheltering industry standards.
- F. Provide medical care under the direction and authority of the Contractor's licensed

veterinarian. Decisions regarding all medical care, including treatment of animals rest with the Contractor's licensed veterinarian. Animals will not be euthanized within the animal holding period unless medically necessary. Decisions regarding medically necessary euthanasia of suffering animals impounded at the Santa Fe Animal Shelter rest with the Contractor's licensed veterinarian, in accordance with County Ordinance 1991-6, Article 3, Section 3-4(A). The Contractor shall notify the County prior to conducting medically necessary euthanasia of any animal received from an AOC.

- G. Contract with licensed veterinarians whose licensure is in good standing with the New Mexico Board of Veterinary Medicine. The Contractor shall ensure that the veterinarian provide and be responsible for emergency veterinarian services, during veterinarian's regular business hours, for animals received from an AOC. The veterinarian shall be on duty approximately forty (40) hours per week. Contractor shall notify the County of any changes to the veterinarian's work schedule.
- H. Provide monthly status reports to the County that contain the following information: (i) the total number of animals brought to the Contractor each month by the ACOs; (ii) the total number of animals claimed by their owners; and (iii) the total number of animals adopted out by the Santa Fe Contractor.
- I. Receive and maintain County intake cards assuring the cards include the ACO's description of the animal, the date of intake, any special care notations and the disposition of that animal. The Contractor shall return to the ACO Supervisor the County intake card upon disposition of all animals received from the AOCs.
- J. At the County's discretion, the Contractor shall collect fees from the owners for animals running at large, or other applicable fees for impounded animals on behalf of the County. Any fees collected by the Contractor, on behalf of the County, shall be specifically authorized by the County and recorded by the Contractor. The Contractor shall remit records of collected fees on a monthly basis to the County.
- K. Be responsible for the storage and disposal of remains of animals received from an AOC which are euthanized by the Contractor. The Contractor shall provide and maintain a freezer on the Contractor's premises for the appropriate storage of the remains of euthanized animals.
- L. Contractor's staff and volunteers shall conduct themselves professionally and courteously at all times.
- M. Be responsible for making the final decision on the fate of animals received from an AOC which are not designated by an AOC as "Do Not Release to Owner" or "Do Not Euthanize."
- N. Collect Licensing and Impoundment Fees consistent with Appendix A.I (A) and (B) of County Ordinance 1991—6. Contractor will incur all costs involved in launching a licensing program and will collect and retain all Licensing and Impoundment fees up to a total of \$100,000. After Contractor nets \$100,000 in Licensing and Impoundment fees, the Licensing and Impoundment Fees collected thereafter will be split evenly between the County and Contractor. All expenses incurred by the Contractor for the licensing program shall be reasonable and used solely for the animal licensing program. All records and expenses for the animal licensing program established by the Contractor are public records and subject to

- O. Animals delivered to the Contractor by an ACO and whose impoundments are indicated as "Protective Custody" shall be held by the Contractor for up to five (5) days. If the animal has not been reclaimed by its owner by the third day, the Contractor will thereafter charge a \$20.00 per day boarding fee which will be assessed to the owner if the owner reclaims the animal by day five. If the owner fails to reclaim the animal by the end of day five, the animal will be deemed abandoned and its disposition handled by the Contractor.
- P. Sterilize healthy feral cats received from an ACO and return the feral cats to the location where they were found or to a managed cat colony.

The County shall:

- A. Upon impoundment of an animal and delivery to the Contractor complete a County impound card to include the time of impound and the location at which the animal was impounded.
- B. Upon delivery of an impounded animal to the Contractor, indicate in writing whether the County requires the impounded animal to be held beyond the time limits stated in County Ordinance 1991-6, Art. 3, Section 3-2. These impounded animals will be designated as: "Do Not Release to Owner" or "Do Not Euthanize."
- C. Contact the owner of animals impounded by the ACOs. Whenever possible, the County shall attempt to return animals to their owner prior to impounding them at the Contractor's facility.
- D. Provide and be responsible for emergency veterinary services for animals impounded by an ACO when the Contractor's veterinarian is not on duty.
- E. If the County makes the decision to select alternate care and treatment of an animal impounded at the Contractor's facility, notify the Contractor within twenty-four (24) hours of intake and assume all responsibility and liability for that animal, including cost of care for that animal.
- F. In regards to animal bite cases, upon delivery of an animal by an ACO complete and sign the Bite Case Quarantine form attached hereto as Exhibit A and the County impound card. If owner of the animal is known and present at the time of impound, the Bite Case Quarantine form will also be completed and signed by the owner. If the owner of the animal is known and not present at the time of impound, the County will complete the Bite Case Quarantine form without the owner's signature.
- G. Deliver to the Contractor the remains of deceased animals for disposal by the Contractor.
- H. Provide the Contractor with instructions regarding any fees that may be collected by the Contractor on behalf of the County.
- I. Be available to the Contractor Monday through Friday during business hours, for any matters regarding action to be taken by the Shelter including final disposition of any animal delivered by an ACO and impounded at the Contractor's facility.
- J. Make all reasonable attempts before day five provided for in Section I.O. above, to notify an owner of an animal that has been impounded and delivered to the Santa Fe Animal Shelter and designated as being in "Protective Custody."

- K. Fe Animal Shelter and designated as being in "Protective Custody." Restrict the Contractor's application of the licensing program provided for in Section 1.N. above to those animals required to be vaccinated and/or licensed in accordance with Section 77-1-3 NMSA 1978 (Vaccination of dogs and cats) and 77-1-15.1 (Regulation and licensure of dogs; impoundment of animals; qualified service animals exempt).
- L. In cases where an AOC impounds an animal that is not required to be licensed and/or vaccinated under Sections 77-1-3 and 77-1-15.1 NMSA 1978, such as in hoarding cases or cases involving domestic livestock or exotic animals, the County and Contractor may reach agreement on the Contractor's boarding of such animals for a period of time that exceeds the Contractor's standard stray waiting or boarding period. The County will incur the cost and expense of such extended boarding by the Contractor and the County shall seek remuneration from any defendants or violators involved in the case as may be permitted under state law.

2. COMPENSATION AND INVOICING

- A. As compensation for the services provided for the average numbers stated in Section 1.B, the County shall pay Contractor at the conclusion of each month as follows:
 - a) For FY 2013 beginning October 1, 2012: \$15,066.67 per month for 9 months; *(AMEND) 15,184.73 per mo for 8 mon.*
 - b) For FY 2014 beginning July 1, 2013: \$15,572.82 per month for 12 months;
 - c) For FY 2015 beginning July 1, 2014: \$15,572.82 per month for 12 months.

The total compensation to be paid under this Agreement for the boarding and disposition of 120 County-impounded dog and cats per month for the term of this Agreement, shall not exceed Four Hundred Ninety Five Thousand, Two Hundred Twenty Two Dollars and Seventy Cents (\$495,222.70) inclusive of any applicable tax.

- B. In addition, the Contractor shall invoice the County at a rate of \$20.00 per day per dog or cat for the care and boarding of County-impounded dogs or cats that exceed 120 per month.
- C. The Contractor shall submit a written request for payment to the County whenever payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which

The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within thirty (30) days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

- D. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.
- E. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

3. EFFECTIVE DATE AND TERM

This Agreement shall, upon due execution by all parties, become effective as of the date first written above and shall terminate on June 30, 2015, unless earlier terminated pursuant to Sections 5 (Termination) or 6 (Appropriations) of this Agreement. After the initial term of three (3) years, the County has the option to renew this Agreement for one (1) additional year. The County will exercise this option by submitting a written notice to the Contractor in no less than sixty (60) days prior to the expiration of the initial term of this Agreement. The compensation for services as provided in this Agreement are fixed for the first three (3) years of this Agreement and may only be modified or amended by an instrument in writing signed by the parties. In no event shall the term of this Agreement exceed four (4) years from the effective date of the Agreement without this Agreement being amended in writing.

4. ADDITIONAL SERVICES

- A. The parties agree that all services set forth in Section 1 (Scope of Services) of this Agreement shall be completed in full, to the satisfaction of the County, in accordance with industry standards and County Ordinance 1991-6, for the amounts set forth in Section 2 of this Agreement, and for no other cost, amount, fee or expense.
- B. The County may from time to time request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement.

5. TERMINATION

- A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.
- B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than sixty (60) days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable services, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work or services performed on or after the effective date of termination.
- C. Termination for Convenience by Contractor. The Contractor may terminate this Agreement at any time by giving the County written notice of termination. The notice shall specify the effective date of termination which shall not be less than sixty (60) days from the County's receipt of the notice and shall be of sufficient advance notice so as to give the County sufficient and reasonable time to secure the services of another contractor, or otherwise make arrangement for continued animal boarding services for animals impounded by the County. In no event shall Contractor's stated effective date of termination for convenience be less than sixty (60) days from the date of the County's receipt of Contractor's written notice.
- D. In the event the County or Contractor terminates pursuant to this Section 5 with an effective date of termination that is a date between the first and last of a month, the compensation to be paid to the Contractor shall be the monthly compensation prorated daily to the day before the stated effective date of termination.

6. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If

sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit

7. INDEPENDENT CONTRACTOR

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

8. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

9. SUBCONTRACTING

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

10. PERSONNEL

- A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.
- B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of nor have any contractual relationships

with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

11. RELEASE

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

12. CONFIDENTIALITY

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

13. CONFLICT OF INTEREST

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

14. INDEMNIFICATION

- A. The Contractor shall defend, indemnify, and hold harmless the County and its Elected Officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.
- B. The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, counsel shall be retained to represent the County's interest.
- C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

15. RECORDS AND INSPECTIONS

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

16. PERMITS, FEES, AND LICENSES

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

17. EQUAL OPPORTUNITY COMPLIANCE

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

18. SEVERABILITY

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

19. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

- A. In performing its obligation hereunder, the Contractor shall comply with all applicable laws, ordinances, and obligations.
- B. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. The Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be the federal and state district courts of New Mexico, located in Santa Fe County.

20. NOTICE OF PENALTIES

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

21. NO THIRD-PARTY BENEFICIARIES

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

22. FACSIMILE SIGNATURES

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

23. LIMITATION OF LIABILITY

The County's liability to the Contractor for any breach of this Agreement by the County shall be limited to direct damages and shall not exceed the maximum amount of potential compensation specified in Section 2 (Compensation) of this Agreement. In no event shall the County be liable to the Contractor for special or consequential damages, even if the County was advised of the possibility of such damages prior to entering into this Agreement.

24. NEW MEXICO TORT CLAIMS ACT

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

25. INSURANCE

- A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,050,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.
- C. Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act.
- D. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein

26. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that:

- A. It is a corporation duly organized and in good standing under the laws of the State of New Mexico.
- B. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.
- C. This Agreement and the Contractor's obligations hereunder do not conflict with the Contractor's articles of incorporation or by-laws or any corporate resolution

adopted by the Contractor.

27. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

28. NOTICES

All notices required to be given to the County under this Agreement shall be mailed (pre-postage paid) to:

Santa Fe County:

Santa Fe County
Santa Fe County Attorney
102 Grant Avenue
Santa Fe, NM 87504-0276

and,

Santa Fe County Sheriff
#35 Camino Justicia
Santa Fe, NM 87508

Contractor:

Santa Fe Animal Shelter & Humane Society
Attention: Finance Department and Executive Director
100 Caja Del Rio Road
Santa Fe, NM 87507

29. SURVIVAL

The provisions of Sections 6, 8, 10, 14, 18, 21, 23, 26 and 29 shall survive termination of this Contract.

30. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges

and agrees that the County shall not be responsible for any changes to Section 1 (Scope of Services) of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

31. ENTIRE AGREEMENT; INTEGRATION

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

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

SANTA FE COUNTY

Liz Stefarnics
Liz Stefarnics, Chair
Santa Fe Board of County Commissioners

ATTEST
Valerie Espinoza
Valerie Espinoza, Clerk



APPROVED AS TO FORM

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

Sept. 25, 2012
Date

FINANCE DEPARTMENT APPROVAL

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

10/3/2012
Date

CONTRACTOR SANTA FE ANIMAL SHELTER & HUMANE SOCIETY

Mary Harth

Oct. 10, 2012
Date

By: [Signature]

Title: Executive Director

FEDERAL IDENTIFICATION NUMBER

85-6000484

**CONTRACT# 2013-0103-SD/MS
NOT TO EXCEED \$510,222.72**

	10/1/12 - 6/30/13 FY13	7/1/13 - 6/30/14 FY14	7/1/14 - 6/30/15 FY15	Total Poundmaster	License Fees FY14	License Fees FY15
CONTRACT AMTS \$	121,475.04 \$	186,873.84 \$	186,873.84 \$	495,222.72 \$	20,409.00 \$	- \$
July	-	15,572.82	15,572.82			4,174.00
August	-	15,572.82	15,572.82			1,304.00
September	-	15,572.82	15,572.82			2,326.00
October	-	15,572.82	15,572.82			1,730.00
November	15,184.38	15,572.82	15,572.82			1,211.00
December	15,184.38	15,572.82	15,572.82			5,000.00
January	15,184.38	15,572.82	15,572.82			5,000.00
February	15,184.38	15,572.82	15,572.82			5,000.00
March	15,184.38	15,572.82	15,572.82		2,815.00	5,000.00
April	15,184.38	15,572.82	15,572.82		5,548.00	5,000.00
May	15,184.38	15,572.82	15,572.82		4,892.00	5,000.00
June	15,184.38	15,572.82	15,572.82		7,154.00	5,000.00
Clopton Case	33,800.00	18,698.92				
Pit Bulls		9,680.00				
FY TOTAL PAID	155,275.04	215,252.76	186,873.84		20,409.00	45,745.00
Contract Amount	121,475.04	186,873.84	186,873.84		20,409.00	-
Difference	\$ 33,800.00	\$ 28,378.92	\$ -		\$ -	\$ 45,745.00

Overpaid
Clopton Case

Pit Bulls

Overpaid

623,555.64



