

**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":

Mark Reineke, Owner, COO  
Reineke Construction  
75 Canyon Road  
Sandia Park, NM 87047  
TELEPHONE: (505) 270-6866  
E-MAIL ADDRESS: mreineke@earthlink.net

ENGINEER:

NAME: William J. Miller Engineers, Inc.  
ADDRESS: 2019 Galisteo Street #M-4  
Santa Fe, New Mexico 87505  
TELEPHONE: (505) 983-7694  
E-MAIL ADDRESS: bill@wjmillereengineers.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 .....	13
5.1 Progress Payments .....	13
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 .....	18
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 Mexico .....	21
6.5	Bribes, Kickbacks and Gratuities .....	21
6.6	New Mexico Tort Claims Act.....	21
6.7	Provision Required by Law Deemed Inserted .....	22
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 Cause .....	22
8.2	Termination for Convenience .....	22
8.3	Right of the County to Terminate Contract .....	23
9.	Appropriations & Authorizations .....	23
9.1	Agreement contingent on Sufficient Appropriations.....	23
10.	Amendments – Change Orders.....	23
10.1	Contract may be amended by change orders .....	23
11.	Indemnification.....	23
11.1	Contractor shall indemnify .....	23
11.2	County shall have right to control and participate in defense of demand or suit .....	24
11.3	Contractor’s obligations shall not be limited by provisions of insurance policy .....	24
12.	Aggrievement Procedure During Contract Administration .....	24
12.1	Claims, Disputes or other matters.....	24
12.2	Settlement Agreement .....	24
12.3	Contractor shall carry on Work during dispute resolution proceedings .....	24
13.	Dispute Resolution.....	24
13.1	Mediation .....	24
13.2	Mediation Process.....	24
13.3	Litigation.....	25
14.	Insurance.....	25
14.1	Insurance required before contractor commences work .....	25
14.2	Proof of Carriage of Insurance.....	25
14.3	General Conditions.....	25
14.4	General Liability Insurance, including automobile .....	25

14.5	Subcontractor's Public Liability & Property Damage Insurance .....	25
14.6	Worker's Compensation Insurance.....	25
14.7	Scope of Insurance and Special Hazards .....	26
14.8	Builder's Risk Insurance.....	26
14.9	Increased Limits.....	26
14.10	Additional Insured .....	26
15.	Independent Contractor .....	26
15.1	Contractor and its agents are independent contractors .....	26
15.2	Contractor shall not subcontract without written approval .....	27
15.3	Contractor shall maintain detailed time records .....	27
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 interest .....	27
17.	Assignment .....	27
17.1	Contractor shall not assign or transfer any interest in this Agreement.....	27
18.	Subcontracting .....	27
18.1	Contractor shall not subcontract without written notice to County.....	28
18.2	Contractor shall provide listing of subcontractors.....	28
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 subcontractors .....	28
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 subcontractors .....	28
18.9	New Mexico Little Miller Act .....	28
19.	Personnel.....	28
19.1	All work performed by Contractor .....	28
19.2	Contractor shall secure all qualified personnel required to perform work .....	29
20.	Notices .....	29
20.1	Notice required shall be in writing .....	29
20.2	Nothing shall preclude the giving of written Notice .....	29
21.	Release.....	29

21.1	Contractor released the County .....	29
22.	Waiver.....	29
22.1	Waiver to be in writing.....	29

#### CONDITIONS OF THE WORK

1.	Additional Instructions & Detail Drawings.....	30
1.1	Additional instructions & drawings as necessary .....	30
2.	Shop or Setting Drawings.....	30
2.1	Contractor shall submit copies of shop or setting drawing.....	30
3.	Materials, Services and Facilities .....	30
3.1	Contractor shall provide and pay for all materials, labor, etc. ....	30
3.2	Any work performed after working hours. ....	30
4.	Contractor's Title to Materials.....	30
4.1	No materials or supplies shall be purchased by subject to chattel mortgage .....	30
5.	Inspection and Testing of Materials .....	31
5.1	All material and equipment shall be subject to adequate inspection.....	31
5.2	Materials of construction shall be subject to inspection and testing.....	31
6.	"Or Equal" Clause .....	31
6.1	To establish a standard.....	31
7.	Patents.....	31
7.1	Patented or Unpatented Invention .....	31
7.2	License or Royalty Fees.....	31
7.3	Copyrighted Design .....	31
8.	Surveys, Permits and Regulations .....	32
8.1	County will furnish all surveys .....	32
8.2	Contractor shall procure and pay all permits, licenses and approvals.....	32
8.3	Contractor shall comply with all laws, ordinances, rules orders & regulations ....	32
9.	Contractor's Obligations.....	32
9.1	Contractor shall perform all work and furnish all materials, equipment, machinery.....	32
9.2	Contractor shall complete entire work.....	32
10.	Weather Conditions .....	32
10.1	Temporary suspension of Work.....	32

11.	Protection of Work and Property - Emergency .....	33
11.1	Contractor shall safeguard County's property.....	33
11.2	Emergency which threatens loss or injury of property.....	33
11.3	Contractor shall act as instructed or authorized.....	33
11.4	Reimbursement claimed by Contractor .....	33
12.	Inspection.....	33
12.1	County shall be permitted to inspect all work, materials, payrolls, records .....	33
13.	Reports, Records and Data .....	33
13.1	Contractor shall submit to County schedules, payrolls, reports, estimates .....	33
14.	Superintendent by Contractor .....	33
14.1	Contractor shall employ a construction superintendent.....	33
15.	Changes in Work .....	34
15.1	No changes in Work without written approval.....	34
16.	Extras .....	34
16.1	County may order extra Work .....	34
17.	Inspection of Services.....	34
17.1	Contractor shall provide inspection system.....	34
17.2	County has the right to inspect and test all services .....	34
17.3	Contractor shall furnish all reasonable facilities and assistance.....	34
17.4	If any services do not conform with Contract requirements.....	35
17.5	County may perform the services and charge Contractor.....	35
18.	Correction of Work.....	35
18.1	Work shall be made good if failure to meet County approval.....	35
19.	Warranty of Construction .....	35
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 .....	36
19.5	County shall notify Contractor of any failure, defect or damage .....	36
19.6	If Contractor fails to remedy.....	36
19.7	Contractor shall obtain all warranties, executed in writing .....	36
19.8	Contractor's warranty has expired.....	36
19.9	Defect in County furnished material or design .....	36
19.10	County's rights under the Inspection and Acceptance Clause.....	36
20.	Subsurface Conditions Found Different .....	36

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 cost.....	36
22.	Construction Schedule and Periodic Estimates .....	37
22.1	Estimated construction progress schedule.....	37
22.2	Progress Schedule.....	37
23.	Assignments.....	37
23.1	Contractor shall not assign.....	37
24.	Mutual Responsibility of Contractors.....	37
24.1	Acts of Negligence .....	37
25.	Separate Contract.....	38
25.1	Coordination with other contractors .....	38
26.	Architect/Engineer's Authority .....	38
26.1	Orders & Directions to execution of the Work.....	38
26.2	Decisions concerning meaning and intent .....	38
27.	Stated Allowances .....	38
27.1	Contract sum for all allowances .....	38
28.	Use of Premises and Removal of Debris .....	39
28.1	Contractor undertakes at own expense .....	39
29.	Quantities of Estimate.....	39
29.1	Increase and decrease of estimated quantities .....	39
30.	Lands and Right-of-Way .....	39
30.1	County shall obtain all lands and rights-of way .....	39
31.	General Guaranty.....	39
31.1	Work not done in accordance with contract documents.....	39
32.	Protection of Lives and Health .....	40
32.1	Protection of persons and property .....	40
33.	Interest of Member .....	40
33.1	BCC shall not have any share or interest.....	40
34.	Other Prohibited Interests .....	40
34.1	No County official or others to be personally interested in Contract .....	40



35.	Use & Occupancy Prior to Acceptance by County .....	40
35.1	Partial Occupancy by County.....	40
Attachment A	Bid Sheets .....	41
Attachment B	Addenda and Modifications.....	42
Exhibit A	Project Manual .....	43
Exhibit B	Technical Specifications .....	44
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 .....	53
Exhibit J	Certificate of Substantial Completion .....	55

## **RECITALS**

**WHEREAS**, in accordance with Section 13-1-111 through Section 13-1-117 NMSA 1978, the County issued Competitive Sealed Proposals (RFP) No. 2015-0143-PW/PL for the construction services for the Rio Quemado Watershed project; and

**WHEREAS**, the Contractor submitted its bid, dated May 20, 2015 in response to RFP No. 2015-0143-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
  - Addenda and Modifications issued before and after execution of this Agreement
- Attachment A  
Attachment B

### **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 Rio Quemado is located in Chimayo, New Mexico. The work consists of stream bank stabilization and restoration and includes the rehabilitation of existing in-stream irrigation diversion structures using fluvial geomorphological restoration techniques. The work will include the installation of cross vanes, rock vanes, step pools and rock toe protection in the stream bed.

## **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 one hundred twenty (120) 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 LUMP 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 Base Bid Sum of **Two Hundred Eighty Four Thousand Eight Hundred Forty-Four dollars and zero cents (\$284,844.00)**, exclusive of New Mexico gross receipts tax.

### 4.2 CONTRACT AMOUNT

**The Contract sum is determined as follows:**

Base Bid	\$ 284,844.00
<b>Total Contract Amount</b>	<b>\$ 284,844.00 exclusive of GRT</b>

## 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. Contractor and subcontractors shall make prompt payment to their subcontractors and suppliers for amounts owed for work performed on the construction project within twenty-one (21) 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 (21) 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 (1.5%) 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,

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

**SANTA FE COUNTY:**

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

9/29/15  
Date

**ATTESTATION:**

  
Geraldine Salazar  
Santa Fe County Clerk

9-29-2015  
Date

**REVIEWED AS TO LEGAL FORM AND SUFFICIENCY:**

  
Gregory S. Shaffer  
Santa Fe County Attorney

9/16/15  
Date

**COUNTY MANAGER APPROVAL:**

  
Katherine Miller  
Santa Fe County Manager

9-29-15  
Date

**FINANCE DEPARTMENT APPROVAL:**

  
Carole H. Jaramillo  
Santa Fe County Finance Director

9/17/15  
Date

**CONTRACTOR:**

  
Signature

Oct 6, 2015  
Date

Mark Reircke  
Print Name

Member  
Print Title

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.



## GENERAL CONDITIONS

### TO AGREEMENT BETWEEN SANTA FE COUNTY AND CONTRACTOR FOR CONSTRUCTION SERVICES

#### 1. 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.
- 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 to Exhibit J (Certificate of Substantial Completion). 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 (1) 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 this Contract, such notices to contain the reasons for such intention to terminate, 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**

- 9.1** 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**

- 10.1** 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 \$1,050,000.00 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: Mark Reineke, Owner  
75 Canyon Rd  
Sandia Park, NM 98047

- 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**

- 21.1** 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**

- 22.1** 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 INSTRUCTION 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 recognized by Santa Fe County, 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. An agreed lump sum.
- B. 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; and
  - 6) Social Security and old age and unemployment contributions.
- C. 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 nor 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; and
- 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**



**PART 2: Price Proposal Form**

**PRICE PROPOSAL FORM  
PART 2**

**BID ITEMS FOR THE  
RIO QUEMADO WATERSHED CONSTRUCTION PROJECT**

Las Cuevas & Manuel Vigil Acequias-Diversion Modification						
Bid Item No.	Spec No.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	EXTENDED PRICE (\$)
1	8	<b>Mobilization, demobilization</b>  Unit Cost Written in Words <i>twelve hundred fifteen dollars and zero cents</i> Dollars & Cents	LS	1	Unit Cost Written in Numbers  1215.00 Dollars & Cents	Extended Price Written in Numbers  1215.00 Dollars & Cents
2	5	<b>Pollution Control</b>  Unit Cost Written in Words <i>eighty-six hundred forty dollars and zero cents</i> Dollars & Cents	LS	1	Unit Cost Written in Numbers  8640.00 Dollars & Cents	Extended Price Written in Numbers  8640.00 Dollars & Cents
3	11	<b>Removal of Water</b>  Unit Cost Written in Words <i>thirty-three hundred seventy-five dollars and zero cents</i> Dollars & Cents	LS	1	Unit Cost Written in Numbers  3375.00 Dollars & Cents	Extended Price Written in Numbers  3375.00 Dollars & Cents
4	7	<b>Construction Surveys</b>  Unit Cost Written in Words <i>twenty-seven hundred dollars and zero cents</i> Dollars & Cents	LS	1	Unit Cost Written in Numbers  2700.00 Dollars & Cents	Extended Price Written in Numbers  2700.00 Dollars & Cents
5	4	<b>Channel Clearing and Shaping</b>  Unit Cost Written in Words <i>thirty dollars and zero cents</i> Dollars & Cents	LF	240	Unit Cost Written in Numbers  30.00 Dollars & Cents	Extended Price Written in Numbers  7200.00 Dollars & Cents
6	61.A	<b>Furnish and Install Sill and Structure Rock</b>  Unit Cost Written in Words <i>ninety-four dollars and zero cents</i> Dollars & Cents	TN	252	Unit Cost Written in Numbers  94.00 Dollars & Cents	Extended Price Written in Numbers  23688.00 Dollars & Cents

Bid Item No.	Spec No.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	EXTENDED PRICE (\$)
7	71	<b>Irrigation Heading Structure</b>  Unit Cost Written in Words <i>eighteen thousand nine hundred dollars and zero cents</i> Dollars & Cents	LS	1	Unit Cost Written in Numbers  18900.00 Dollars & Cents	Extended Price Written in Numbers  18900.00 Dollars & Cents
8	23	<b>Structure Backfill and Site Grading</b>  Unit Cost Written in Words <i>sixty-seven hundred fifty dollars and zero cents</i> Dollars & Cents	LS	1	Unit Cost Written in Numbers  6750.00 Dollars & Cents	Extended Price Written in Numbers  6750.00 Dollars & Cents
9	6	<b>Seeding and Stabilization</b>  Unit Cost Written in Words <i>five dollars and eighty cents</i> Dollars & Cents	SY	655	Unit Cost Written in Numbers  5.80 Dollars & Cents	Extended Price Written in Numbers  3799.00 Dollars & Cents
10	6	<b>Planting</b>  Unit Cost Written in Words <i>eight dollars and forty-five cents</i> Dollars & Cents	SY	655	Unit Cost Written in Numbers  8.45 Dollars & Cents	Extended Price Written in Numbers  5534.75 Dollars & Cents
Las Cuevas & Manuel Vigil Acequias – Diversion Modification <b>SUBTOTAL:</b>					\$ 81801.75	
<b>SUBTOTAL WRITTEN IN WORDS:</b>			<i>eighty-one thousand eight hundred and one dollar and seventy-five cents</i>			

Sra. Epitacio DeAquero - Diversion Modification						
11	8	<b>Mobilization, Demolization</b>  Unit Cost Written in Words <i>twelve hundred fifteen dollars and zero cents</i> Dollars & Cents	LS	1	Unit Cost Written in Numbers 1215.00 Dollars & Cents	Extended Price Written in Numbers 1215.00 Dollars & Cents
12	5	<b>Pollution Control</b>  Unit Cost Written in Words <i>thirty-five hundred ten dollars and zero cents</i> Dollars & Cents	LS	1	Unit Cost Written in Numbers 3510.00 Dollars & Cents	Extended Price Written in Numbers 3510.00 Dollars & Cents
13	11	<b>Removal of Water</b>  Unit Cost Written in Words <i>sixty-two hundred forty-five dollars and zero cents</i> Dollars & Cents	LS	1	Unit Cost Written in Numbers 6245.00 Dollars & Cents	Extended Price Written in Numbers 6245.00 Dollars & Cents
14	7	<b>Construction Surveys</b>  Unit Cost Written in Words <i>twenty-seven hundred dollars and zero cents</i> Dollars & Cents	LS	1	Unit Cost Written in Numbers 2700.00 Dollars & Cents	Extended Price Written in Numbers 2700.00 Dollars & Cents
15	4	<b>Channel Clearing and Shaping</b>  Unit Cost Written in Words <i>twenty-seven dollars and zero cents</i> Dollars & Cents	LF	345	Unit Cost Written in Numbers 27.00 Dollars & Cents	Extended Price Written in Numbers 9315.00 Dollars & Cents
16	61.A	<b>Furnish and Install Sill and Structure Rock</b>  Unit Cost Written in Words <i>seventy-eight dollars and zero cents</i> Dollars & Cents	TN	1292	Unit Cost Written in Numbers 78.00 Dollars & Cents	Extended Price Written in Numbers 100776.00 Dollars & Cents
17	71	<b>Irrigation Heading Structure</b>  Unit Cost Written in Words <i>eleven thousand two hundred seventy-five dollars and zero cents</i> Dollars & Cents	LS	1	Unit Cost Written in Numbers 11275.00 Dollars & Cents	Extended Price Written in Numbers 11275.00 Dollars & Cents

18	23	<b>Structure Backfill and Site Grading</b>  Unit Cost Written in Words <i>Seventy-eight hundred thirty dollars and zero cents</i> <u>Dollars &amp; Cents</u>	LS	1	Unit Cost Written in Numbers  7830.00 <u>Dollars &amp; Cents</u>	Extended Price Written in Numbers  7830.00 <u>Dollars &amp; Cents</u>
19	6	<b>Seeding &amp; Stabilization</b>  Unit Cost Written in Words <i>five dollars and eighty cents</i> <u>Dollars &amp; Cents</u>	SY	2252	Unit Cost Written in Numbers  5.80 <u>Dollars &amp; Cents</u>	Extended Price Written in Numbers  13061.60 <u>Dollars &amp; Cents</u>
20	6	<b>Planting</b>  Unit Cost Written in Words <i>eight dollars and forty-five cents</i> <u>Dollars &amp; Cents</u>	SY	2252	Unit Cost Written in Numbers  8.45 <u>Dollars &amp; Cents</u>	Extended Price Written in Numbers  19029.40 <u>Dollars &amp; Cents</u>
Sra. Epitacio DeAgüero -- Diversion Modification <b>SUBTOTAL:</b>					\$ 174957.00	
<b>SUBTOTAL WRITTEN IN WORDS:</b>				<i>one hundred seventy-four thousand nine hundred fifty-seven dollars and zero cents</i> <u>  </u>		

Rio Quemado At-Grade Crossing						
21	8	<b>Mobilization, Demolization</b> Unit Cost Written in Words <i>twelve hundred fifteen dollars and zero cents</i> Dollars & Cents	LS	1	Unit Cost Written in Numbers 1215.00 Dollars & Cents	Extended Price Written in Numbers 1215.00 Dollars & Cents
22	5	<b>Pollution Control</b> Unit Cost Written in Words <i>forty-four hundred fifty-five dollars and zero cents</i> Dollars & Cents	LS	1	Unit Cost Written in Numbers 4455.00 Dollars & Cents	Extended Price Written in Numbers 4455.00 Dollars & Cents
23	11	<b>Removal of Water</b> Unit Cost Written in Words <i>twenty-one hundred sixty dollars and zero cents</i> Dollars & Cents	LS	1	Unit Cost Written in Numbers 2160.00 Dollars & Cents	Extended Price Written in Numbers 2160.00 Dollars & Cents
24	7	<b>Construction Surveys</b> Unit Cost Written in Words <i>twenty-seven hundred dollars and zero cents</i> Dollars & Cents	LS	1	Unit Cost Written in Numbers 2700.00 Dollars & Cents	Extended Price Written in Numbers 2700.00 Dollars & Cents
25	4	<b>Channel Clearing and Shaping</b> Unit Cost Written in Words <i>twenty dollars and zero cents</i> Dollars & Cents	LF	50	Unit Cost Written in Numbers 20.00 Dollars & Cents	Extended Price Written in Numbers 1000.00 Dollars & Cents
26	61	<b>Furnish and Install Riprap</b> Unit Cost Written in Words <i>two hundred six dollars and zero cents</i> Dollars & Cents	CY	32	Unit Cost Written in Numbers 206.00 Dollars & Cents	Extended Price Written in Numbers 6592.00 Dollars & Cents
27	61.A	<b>Furnish and Install Sill &amp; Structure Rock</b> Unit Cost Written in Words <i>eighty-five dollars and zero cents</i> Dollars & Cents	TN	73	Unit Cost Written in Numbers 85.00 Dollars & Cents	Extended Price Written in Numbers 6205.00 Dollars & Cents



28	23	<b>Structure Backfill and Site Grading</b>  Unit Cost Written in Words <i>thirteen hundred fifty dollars and zero cents</i> <hr/> Dollars & Cents	LS	1	Unit Cost Written in Numbers  1350.00 <hr/> Dollars & Cents	Extended Price Written in Numbers  1350.00 <hr/> Dollars & Cents
29	6	<b>Seeding and Stabilization</b>  Unit Cost Written in Words <i>five dollars and eighty cents</i> <hr/> Dollars & Cents	SY	169	Unit Cost Written in Numbers  5.80 <hr/> Dollars & Cents	Extended Price Written in Numbers  980.20 <hr/> Dollars & Cents
30	6	<b>Planting</b>  Unit Cost Written in Words <i>eight dollars and forty-five cents</i> <hr/> Dollars & Cents	SY	169	Unit Cost Written in Numbers  8.45 <hr/> Dollars & Cents	Extended Price Written in Numbers  1428.05 <hr/> Dollars & Cents
Rio Quemado At-Grade Crossing <b>SUBTOTAL:</b>					\$ 28085.25	
<b>SUBTOTAL WRITTEN IN WORDS:</b>				<i>twenty-eight thousand eighty-five dollars and twenty-five cents</i>		

TOTAL ALL BID ITEMS #1-#26 WRITTEN IN NUMBERS	\$ 284844.00
TOTAL ALL BID ITEMS #1-#26 WRITTEN IN WORDS	<i>two hundred eighty four thousand eight hundred forty-four dollars and zero cents.</i>

**Note: All bid amounts are exclusive of Gross Receipts Tax**

**PART 3: Additional Required Forms**

**Acknowledgement of Receipt Form - (Appendix A) – NOT INCLUDED. Hand delivered to P. Lindstam on 27 April 2015**

**Campaign Contribution Disclosure Form (Appendix B)**

**Resident Veterans Preference Certification (Appendix C) – NOT APPLICABLE**

**NM State Resident Certificate**

**Subcontractor Listing Form (Appendix D)**

**Non-Collusion Affidavit of Prime (Appendix E)**

**Certification of Non-Segregated Facilities (Appendix F)**

**Certification of Bidder Regarding Equal Employment Opportunity (Appendix G)**

# **ATTACHMENT B**

## **ADDENDA & MODIFICATIONS**

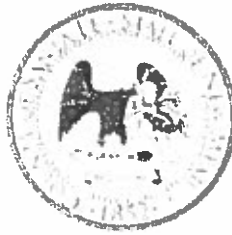
# **EXHIBIT A**

## **PROJECT MANUAL**

**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*

April 28, 2015

**SANTA FE COUNTY**  
**RFP# 2015-0143-PW/PL**  
**CONSTRUCTION SERVICES FOR THE RIO QUEMADO WATERSHED**

**ADDENDUM #1**

Dear Proponents,

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

---

**SITE VISIT / RIO QUEMADO**

There will be a site visit for the Rio Quemado Watershed construction project on  
***Wednesday, April 29, 2015 at 1:00 pm (MDT)***

The site visit is not mandatory but attendance is strongly encouraged.

All offerors shall meet at the:  
***Chimayo Fire Station, 226 Juan Medina Road, Chimayo, New Mexico***

Please submit all questions to Pamela Lindstam at [plindsta@santafecountynm.gov](mailto:plindsta@santafecountynm.gov).

Only questions submitted via email will be included in the next  
Addendum to be issued on May 6, 2015.

Please add this Addendum No. 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.

Offerors are reminded that any questions or need for clarification must be addressed to Pamela Lindstam, Senior Procurement Specialist at [plindsta@santafecountynm.gov](mailto:plindsta@santafecountynm.gov).

**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*

May 7, 2015

**SANTA FE COUNTY**  
**RFP# 2015-0143-PW/PL**  
**CONSTRUCTION SERVICES FOR THE RIO QUEMADO WATERSHED**

**ADDENDUM #2**

Dear Proponents,

This addendum is issued to reflect the following immediately. It shall be the responsibility of interested Offerors to adhere to any changes or revisions to the RFP as identified in this Addendum No. 2. This documentation shall become permanent and made part of the departmental files.

---

ATTACHMENT 1: PRE-PROPOSAL CONFERENCE SIGN-IN SHEET

ATTACHMENT 2: U.S. ARMY CORPS OF ENGINEERS PRE-CONSTRUCTION NOTIFICATION (PCN) FORM

ATTACHMENT 3: ***PROPOSAL SUBMITTALS FORMS*** IN "WORD" THAT CONTAIN ***REVISED BID SHEETS***. THESE FORMS CAN BE FILLED IN ELECTRONICALLY. PLEASE BE SURE TO USE THESE REVISED BID SHEETS IN YOUR PRICE PROPOSAL SUBMITTAL.

---

*On April 27, 2015 Santa Fe County held the pre-proposal conference and on April 29, 2015 a site visit was held for the above referenced Request for Proposals (RFP). Listed below are questions asked at the conference and received via email.*

---

- Question #1- Is a bid security required?
- Answer #1- *Yes, a bid security is required with the Proposal Submittal, please refer page 19.A "Security for Price Proposal" of the RFP.*
- Question #2- Will the County provide a "Word" version of all required forms such that they can be filled electronically? The statement of qualifications form is the most critical (due to its length and content) and we understand all forms will be submitted in paper copy.
- Answer #2- *Yes, the County has provided the proposal submittal forms in "Word" version that can be filled out electronically. Please see Attachment No. 3 to this Addendum. In addition to these forms, please be sure to include the Submittal Letter, refer to pages 21-24 of the RFP for proposal format, include as well the aforementioned "Security for Price Proposal".*
- Question #3- Will revised bid sheets be issued?
- Answer #3- *Yes, revised bid sheets have been issued- please see Attachment No. 3 **PROPOSAL SUBMITTAL FORMS** to this Addendum. Please use these forms in your proposal submittal.*
- Question #4- Where is the access to the site located?
- Answer #4- *Access to the Manuel Vigil and Las Cuevas Acequias is via the Santa Cruz Dam Road. Access to the Epitacio Deaguero Acequia and At-Grade Crossing is via the existing locked gate on the east side of Juan Medina Road immediately north of the Santa Cruz River crossing. A combination to the locked gate will be provided prior to mobilization of Contractor.*
- Question #5- Can a map of the project site be made available to contractors?
- Answer #5- *Sheet 1 of the Rio Quemado Watershed Project Construction Drawings depicts a Project Vicinity Map showing the locations of all work relative to Juan Medina Road and Santa Cruz Dam Road. Sheets 2-4 of the Construction Drawings depict the detailed grading plans for each project site location. A sheet legend on Sheets 2-4 depicts each project site location relative to Juan Medina Road and Santa Cruz Dam Road.*
- Question #6- Can the PCN application be made available to contractors?
- Answer #6- *Yes, please see Attachment No. 2 to this Addendum.*



- Question #7- On Sheet 14, please clarify the NRCS specifications.
- Answer #7- *Construction specifications are modified from the NRCS Construction and Material Specifications (NEH Part 642, Chapters 2 & 3).*
- Question #8- Will construction water be available? If so, where can the water be obtained?
- Answer #8- *The City of Espanola (505.753.6880) or the Greater Chimayo Mutual Domestic Water Consumers Association (505.753.0050) may have water available for sale for dust control along roads adjacent to the Project site.*
- Question #9- Is dewatering necessary for this project? What was the reasoning behind including dewatering as a bid item as not sure why structures cannot be built in the river?
- Answer #9- *Dewatering would be necessary should the Contractor perform construction activities during the irrigation season or periods of flow in the river. Contractor may work during low-flow periods in compliance with the conditions of the Section 401 Water Quality Certification of the Nationwide Permit.*
- A Control of Water Plan is required to demonstrate the Contractor's plan for remaining in compliance with the Section 401/404 permits.*
- Question #10- Can hard copies of the plans and specifications be made available to contractors.
- Answer #10- *No, the bid documents including the plans and specifications are only available electronically by contacting Pamela Lindstam at [plindstam@santafecountynm.gov](mailto:plindstam@santafecountynm.gov) and a drop box link will be provided. This can be downloaded onto a flash drive and taken to a printer for hard copies if you do not have the capacity to print them out yourself.*
- Question #11- Who would be a good source for the boulders?
- Answer #11- *It is the responsibility of the Contractor to identify a potential source(s) of structure rock. As stated in Structure Note #3 on Sheets 6 & 7 of the Construction Drawings, "Contractor shall*

*provide the source and location of structure rocks that meet project specifications for Engineer's approval, no later than 2 weeks prior to scheduled delivery to the project site. Engineer shall inspect and approve proposed structure rocks prior to delivery to project site."*

Question #12- How many property fences need to be removed and replaced?

Answer #12- *The existing fence of the east side of the Epitacio Deaquero site will be taken down and relocated at the location shown on the drawings. The existing fence at the location of the Las Cuevas site will be rebuilt with a five-strand barbed wire fence in accordance with NMDOT Standard Specifications for Highway and Bridge Construction Section 607 and as shown on NMDOT Standard Drawing 607-01.*

Question #13- What is the anticipated award date and what is the anticipated construction start-up date?

Answer #13- *It is anticipated that the contract will be awarded by the end of July, 2015 per page 9 of RFP# 2015-0143-PW/PL. Construction may subsequently begin at a date necessary to provide substantial completion of the project no later than the start of the 2016 irrigation season.*

Question #14- Regarding licensing requirements for this project: will a GB-98 and/or any of the GF classifications be required?

Answer #14- *The following is the response received from CID concerning licensure classification for this project:*

*There is some work in this project that doesn't require a license. The work that does is authorized by the GF-4 classification. Below is the scope description. To bid this project the contractor must be licensed with the GF-4 or GF-98.*

***GF-4. Drainage or flood control systems.*** *Requires two years experience. Construct, erect, install, repair and alter drainage or flood control systems. May dig, excavate, fill, prepare embankments for such purposes, place pre-cast components, concrete reinforcement and perform all other work incidental to these projects. May install storm sewers, including trenching, boring, shoring, backfilling, compacting, and paving.*

*Below is a listing of possible scopes of work that do not require a license*

*1. Re-vegetation of disturbances: Soil preparation including ripping, disking, harrowing and cultivating; application of soil amendments; seeding including drill-seeding, hydro-seeding and broadcasting; dry straw and hydro-mulching, and planting including wetland planting, tree and shrub planting.*

*2. Temporary erosion control applications for soil and slope stabilization: Installation of silt fence, erosion logs, erosion bales, soil binders and erosion control blankets, sock and straw wattles, wood fiber applied to soil and sprayed with a tackifier, and temporary soil glue of various colors broadcast onto the soil or slope.*

*3. Storm-water Management Consulting including water pollution prevention plans and installations using those measures listed above.*

Question #15- There is work to be done that should be part of the bid items, just to name a few... The Quantity on the structural rock (2 different sizes), tree removal, silt fence, fence removal and reinstall, top soil, sloping, river bed material, 12" & 24" HDPE, etc. Please clarify.

Answer #15- *See revised bid schedule included as part of this addendum and review Construction Specifications referenced for each bid item in the bid schedule. Both sizes of structure rock shall be included in the same "Furnish and install sill and structure rock" bid items. Tree removal shall be included as part of the "Channel clearing and shaping" bid items. Silt fence shall be included as part of the "Pollution control" bid items. Fence removal and reinstall, topsoil, sloping, and river bed material shall be included as part of the "Structure backfill and site grading" bid items. HDPE pipes shall be included as part of the "Irrigation heading structure" bid items.*

Question #16- Specification states payment on QTY but bid items have LS; please clarify.

Answer #16- *Bid items which contain a quantity of "1 LS" indicate that the item shall be bid as one (1) lump sum for the line item.*

Question #17- Boulders show sizes by the IN, the County should pre-approve the boulders and let contractors know what supplier or have a wider range in size. It is not possible to have boulders that all match in size. Please clarify.

- Answer #17- Structure rocks provided by the Contractor shall meet minimum size criteria shown on Sheets 6-7 of the Construction Drawings. The "X" dimension of structure rocks refers to not the smallest or largest but the intermediate dimension measured for each rock.*
- Question #18- The filter fab installed with the boulders will not work due to excavating some boulders to fit more than once. Please clarify.*
- Answer #18- The geotextile fabric is intended to prevent the potential failure of structures due to piping. Contractor may elect to install an approved rock filter in place of geotextile if necessary. See Structure Note #6 on Sheet 6 of 15 of the Construction Drawings.*
- Question #19- What specifications will the work be based upon?*
- Answer #19- The Construction Drawings for the Rio Quemado Watershed Project (Sheets 1-15) contains plans and specifications for the proposed work. The detailed Construction Specifications are included on Sheet 14 of the Drawings.*
- Question #20- Please identify locations and dimensions of approved staging zones for material stockpiling.*
- Answer #20- A staging area approximately 50' x 50' in size is approved on County owned land in vicinity of fire house at Santa Cruz Dam road turn-off, to the extent it does not obstruct fire truck access. A staging area approximately 30'x90' in size is approved inside the County gate, immediately west of the proposed at-grade crossing. Additional staging may be available in the potrero on the east side of the Rio Quemado. Staging may also be available on private land where landowner is willing to accommodate Contractor's request for equipment and material storage space. The County will provide contact information to the awarded bidder for a private landowner in the vicinity of the Las Cuevas diversion who has indicated he is willing to make arrangements with the contractor for a staging area.*
- Question #21- Please identify locations and dimensions of approved equipment storage zones.*
- Answer #21- The areas listed in Answer #20, above, may be used for equipment storage to the extent they meet all other project requirements, including but not limited to Section 401/404 Permit Requirements.*
- Question #22- Are there preferred sources of boulders in the region?*

- Answer #22- No, any structure rocks that meet the Construction Specifications will be considered, subject to the approval of the Engineer.*
- Question #23-** Please provide construction specifications for the at-grade rock weir at the Manuel Vigil Ditch.
- Answer #23- The at-grade rock weir for the Manuel Vigil Ditch shall comprise a header and footer rock (2 layers of structure rock) for the entire width of the bankfull channel, with sill rocks extending from the edge of bankfull outward toward the floodplain at finish grade. See Sheet 5 of the Construction Drawings: "Santa Cruz River Typical Riffle Cross Section" for the cross section dimensions at the location of the proposed at-grade rock weir.*
- Question #24-** Who will be responsible for notifications and communication with NMED regarding 401 permit terms and conditions? For example, if work is to be done during low flow conditions, prior approval by NMED is required, according to the permit. Who will coordinate such approvals?
- Answer #24- The Contractor will be responsible for notifications and communication with NMED regarding 401 permits terms and conditions.*
- Question #25-** Please confirm that the plans and specs comply with the 401 permit.
- Answer #25- Contractor construction activities must comply with conditions of the Section 401 Water Quality Certification.*
- Question #26-** Drawings use two different terms when discussing top soil stripping: "Overbank Areas" and "Bank/Floodplain Areas". Please define locations where top soil is to be stripped and later reapplied in 6- inch layer.
- Answer #26- Top soil shall be stripped from all existing floodplain areas, as measured outward starting at the existing top of bank to the proposed limits of disturbance. Top soil shall be reapplied to Planting Areas "S1 - S8" shown on Sheets 11-13 of the Construction Drawings.*
- Question #27-** What is the extent of existing vegetation clearing expected?
- Answer #27- The proposed extent of existing vegetation clearing is defined in the Construction Drawings as the Proposed Limits of Disturbance*

*(LOD). The proposed LOD depicted on the Construction Drawings is the maximum extent that is necessary to achieve the proposed grading contours. Less disturbance is encouraged to the extent that the Contractor may perform the required grading/earthwork within a smaller footprint.*

Question #28- Drawing 2, Note 12 under "Construction Sequence" directs the contractor to leave erosion controls in place for an undefined amount of time. SPEC NO 5 (Drawing 14) directs the contractor to remove all temporary measures. Please resolve this discrepancy and if erosion controls are to be left in place, please specify time period.

Answer #28- *Erosion controls shall be removed by the Contractor upon conclusion of site restoration activities and demobilization.*

Question #29- Which bid items is to include the removal of sediment and erosion controls- demobilization, pollution control or some other item.

Answer #29- *Erosion and sediment controls shall be included in the bid items titled "Pollution Control."*

Question #30- Page 5 of the RFP documents shows two different zip codes for 142. W. Palace Avenue address. Please verify the correct zip code.

Answer #30- *The correct address is 142 W. Palace Avenue, Santa Fe, N.M. 87501.*

Question #31- Page 22 of the RFP refers to amendments to the RFP; is this same as Addenda?

Answer #31- *Yes.*

Question #32- On Sheet 3 24" HDPE pipe is specified for the Las Cuevas acequias. On Sheet 6, a 18" C-20 gate is specified for that acequias. Is that correct? A 24" gate would make more sense.

Answer #32- *Dimension "C" in the Irrigation Heading Structure Dimensions table on Sheet 6 of the Construction Drawings should be corrected to "24 in."*

Question #33- Should the contractor include its approach on how to manage this project under the Management Plan?

Answer #33- *Yes, describe in detail your approach to the management of the project*

Question #34- Can the project be extended beyond the 60 calendar working days? Due to previous experience with this type and size of project, that we absolutely will need more than 60 days to complete.

Answer #34- *The Project may be extended beyond the 60 calendar working days subject to the approval by Santa Fe County.*

Question #35- Are progress payments allowed?

Answer #35- *Please refer to Appendix I "Sample Construction Agreement", Article 5, page 13 for information on progress payments.*

Question #36- Will the engineer have any influence as to the selection of the contractor?

Answer #36- *No, the Engineer will not **influence** the evaluation committee but will participate in the selection of the contractor.*

*-End of Questions & Answers Section-*

---

**Additional information and clarifications to Construction Drawings:**

1. Irrigation heading structures to be fabricated by the contractor using carbon steel (instead of galvanized steel) and coated with an approved, aquatic-safe paint; shop drawings are to be submitted to engineer for approval.
2. Contractor shall erect signs giving adequate warning to drivers of work along the Santa Cruz Dam Road during the times equipment will be using the Road. A flagman will be required during equipment or material loading or unloading. Include under bid item "Pollution Control."
3. Woody vegetation may be mulched and spread on-site in locations and quantities designated by the Engineer, provided that: 1) woody vegetation does not contain any noxious or non-native vegetation, 2) mulch is spread in a 1" layer provided it does not prevent grass from sprouting growing.

---

Please add this Addendum No. 2 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.

Offerors are reminded that any questions or need for clarification must be addressed to Pamela Lindstam, Senior Procurement Specialist at [plindsta@santafecountynm.gov](mailto:plindsta@santafecountynm.gov).

## **ATTACHMENT 1**

### **PRE-PROPOSAL CONFERENCE SIGN-IN SHEET**



**PRE-PROPOSAL CONFERENCE**  
**RFP# 2015-0143-PW/PL**  
**Construction Services for the Rio Quemado Watershed**  
**April 27, 2015**

NAME	ORGANIZATION	PHONE #	EMAIL
Phindstone	SFC	992-6759	Phindstone@sanjuancounty.gov
Shirleen Baker	SFC	992-9868	cbaker@sanjuancounty.gov
Mark Reincke	Reincke Construction	505-270-6866	mreincke@earthlink.net
Margie Tatro	Reincke Construction	505-205-0838	mtatro@earthlink.net
Billy Collins	Aquatic Consultants	505-238-8754	billycollins@aquaticconsultants.com
MATTS BURKHAUS	MIXTEK Contractors	505-889-5233	mattburkhaus@aol.com
Charlene Alcon	Bainey's Son	575-387-5800	alconcharlene@yahoo.com
Clayton Alcon	Bainey's Son	575-387-5800	alconclayton@yahoo.com
ERIC BIDERMAN	WINDSPAN CONSTRUCTION	575-799-9723	BIDERMAN@YAHOO.COM
Patrick Herrera	Wood 360° Construction	505-470-5779	patrickherrera@gmail.com
John Critchfield	William J Miller Engineers Inc	(505) 490-2755	john@wjmlerengr.com
Matt Kline	Appl. Mountain Construction	505-705-0578	amcconstruction@aol.com
Madeline Padilla	Padilla Ind., Inc.	525-331-3035	hotmail.com
MARISSA YNIGUEZ	SFC	1505) 992-6753	padilla@padilla@aol.com
BILL TAYLOR	PURCHASING - SFC	(505) 986-6373	yniguez@sanjuancounty.gov
			WTAYLOR@SANJUANCOUNTY.NM.GOV



**SANTA FE COUNTY**

**REQUEST FOR COMPETITIVE SEALED PROPOSALS  
CONSTRUCTION SERVICES FOR THE RIO QUEMADO WATERSHED**

**RFP #2015-0143-PW/PL**

The Santa Fe County Public Works Department is requesting competitive, sealed proposals from licensed, qualified contractors for construction services for the Rio Quemado Watershed project. The work includes using natural channel design principles for stream bank stabilization and restoration on the Rio Quemado in Chimayo, N.M. The project will include the rehabilitation of existing in-stream irrigation structures using fluvial geomorphological restoration techniques. All proposals submitted shall be valid for ninety (90) days subject to action by the County. Santa Fe County reserves the right to reject any and all proposals in part or in whole. A completed proposal shall be submitted in a sealed container indicating the proposal title and number along with the Offeror's name and address clearly marked on the outside of the container. All proposals must be received by **10:00 AM (MDT) on May 20, 2015**, at the Santa Fe County Purchasing Division (Second Floor), 142 W. Palace, Santa Fe, New Mexico 87502. By submitting a proposal for the requested services each Offeror is certifying that it is a qualified firm and its proposal complies with regulations and requirements stated within the Request for Proposals.

A **Pre-Proposal Conference** will be held on **April 27, 2015 at 2:00 PM (MDT)** at the Santa Fe County Projects Division located at 901 West Alameda, Suite 20-C, Santa Fe, New Mexico 87501. Attendance at the Pre-Proposal Conference is ***MANDATORY***.

**EQUAL EMPLOYMENT OPPORTUNITY:** All qualified Offerors will receive consideration of contract(s) without regard to race, color, religion, sex or national origin, ancestry, age, physical and mental handicap, serious medical condition, disability, spousal affiliation, sexual orientation or gender identity.

Request for proposals will be available by contacting Pamela Lindstam, Procurement Specialist, 142 W. Palace Avenue (Second Floor), Santa Fe, New Mexico 87501, by telephone at (505) 992-6759 or by email at [plindsta@santafecountynm.gov](mailto:plindsta@santafecountynm.gov) or on our website at: [www.santafecountynm.gov/services/current\\_solicitations](http://www.santafecountynm.gov/services/current_solicitations)

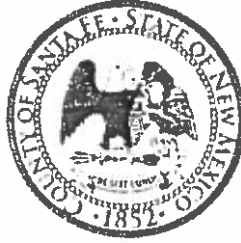
**PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED ABOVE WILL NOT BE CONSIDERED AND WILL BE REJECTED BY SANTA FE COUNTY.**



**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*

May 11, 2015

**SANTA FE COUNTY**  
**RFP# 2015-0143-PW/PL**  
**CONSTRUCTION SERVICES FOR THE RIO QUEMADO WATERSHED**

**ADDENDUM #3**

Dear Proponents,

This addendum is issued to reflect the following immediately. It shall be the responsibility of interested Offerors to adhere to any changes or revisions to the RFP as identified in this Addendum No. 3. This documentation shall become permanent and made part of the departmental files.

---

**CLARIFICATION ON PROPOSAL SUBMITTAL REQUIREMENTS**

THE PROPOSAL SUBMITTAL SHALL INCLUDE FIVE (5) HARD COPIES OF:

1. SUBMITTAL LETTER
2. PROPOSAL (BID) SECURITY
3. PROPOSAL SUBMITTAL FORMS THAT CONTAIN REVISED BID SHEETS (ISSUED UNDER ADDENDUM NO. 2)
4. ALL FORMS SIGNED ON REQUESTED SIGNATURE LINES CONTAINED WITHIN THE PROPOSAL SUBMITTAL FORMS

A COMPLETED PROPOSAL SHALL BE SUBMITTED IN A SEALED CONTAINER INDICATING THE PROPOSAL TITLE AND NUMBER ALONG WITH OFFEROR'S NAME AND ADDRESS CLEARLY MARKED ON THE OUTSIDE OF THE CONTAINER

---

Please add this Addendum No. 3 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.

Offerors are reminded that any questions or need for clarification must be addressed to Pamela Lindstam, Senior Procurement Specialist at [plindsta@santafecountynm.gov](mailto:plindsta@santafecountynm.gov).

## **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 Rio Quemado Watershed 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 Rio Quemado Watershed in 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:

PROJECT: Construction Services for the  
Rio Quemado Watershed

ADDRESS:

PROJECT NO: 2015-0143-PW/PL

PHONE NO.:

\_\_\_\_\_ agrees that any and all claims which it may have or may inure 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. 2015-0143-PW/PL**

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

Project Name: Construction Services for the Rio Quemado Watershed

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. 2015-0143-PW/PL 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: Construction Services for the  
Rio Quemado Watershed

ATTN: PROJECT NO. 2015-0143-PW/PL  
CONTRACT NO. 2015-0143-PW/PL

Ladies and Gentlemen:

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 \_\_\_\_\_ calendar days thereafter, which shall be \_\_\_\_\_, 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 \_\_\_\_\_ DEPARTMENT

By: \_\_\_\_\_  
\_\_\_\_\_  
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 the 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 ___ days.	
The date of Substantial Completion as of the date of this Change Order therefore is: _____	



## 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)

