

**AGREEMENT BETWEEN SANTA FE COUNTY AND CONTRACTOR
FOR CONSTRUCTION SERVICES
FOR RENOVATIONS TO PUBLIC HOUSING UNITS**



**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”:

Sol Systems Builders, LLC
3123 San Saulo Road SE
Albuquerque, New Mexico 87105
ATTN: Manuel Ruiz
TELEPHONE: 505-321-3910

Table of Contents

	Page No
RECITALS	10
Article 1 The Contract Documents	10
1.1 Documents	10
1.2 Certificates and Documentation	11
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	12
3.3 Substantial Completion.....	12
3.4 Time for Completion and Liquidated Damages	12
3.5 Amendments	13
Article 4 Contract Sum	13
4.1 Lump Sum	13
4.2 Contract Amount	14
Article 5 Progress Payments	14
5.1 Progress Payments	14
Article 6 Final Payment	16
6.1 Final Payment	16
6.2 Acceptance of Final Payment Constitutes Release.....	16
GENERAL CONDITIONS	
1. Definitions	18
1.1 Application for Payment.....	18
1.2 Change Order.....	18
1.3 Calendar Day	18
1.4 Contract Period	18
1.5 Contractor	18
1.6 Construction Documents	18
1.7 Construction Schedule	18
1.8 Day.....	18
1.9 Labor and Material Payment Bond.....	18

1.10	Lump Sum Agreement.....	19
1.11	Lump Sum Bid.....	19
1.12	Lump Sum Contract.....	19
1.13	Payment Bond.....	19
1.14	Performance Bond	19
1.15	Progress Payment.....	19
1.16	Progress Schedule.....	19
1.17	Punch List	19
1.18	Schedule of Values	19
1.19	Services.....	19
1.20	Stipulated Sum Agreement	20
1.21	Subcontractor	20
1.22	Unit Price Contract	20
1.23	Unit Prices	20
1.24	Working Day	20
1.25	Work on the Project.....	20
2.	Contract and Contract Documents.....	20
2.1	Entire Agreement.....	20
2.2	Relationship of Contract Documents.....	20
2.3	Conflicting Conditions.....	20
3.	Plans, Specifications and Addenda.....	21
3.1	The plans, specifications and addenda.....	21
3.2	Certificates and Documents Incorporated	21
4.	Contract Security - Bonds.....	21
4.1	Performance Bond	21
4.2	Payment Bond.....	21
4.3	Additional or Substitute Bond	21
4.4	Labor and Material Bond.....	21
5.	Terms and Meanings.....	21
5.1	Words and Phrases.....	22
5.2	Gender, Singular/Plural	22
5.3	Captions & Section Headings.....	22
5.4	Interchangeable Terms.....	22
6.	Compliance with Applicable Law, Choice of Law	22
6.1	Agreement governed by the laws of the State of New Mexico	22
6.2	Contractor shall comply with all applicable laws, ordinances & regulations.....	22
6.3	Minimum Wage Rate.....	22

6.4	Litigation shall be federal and state district courts of New Mexico	22
6.5	Bribes, Kickbacks and Gratuities	22
6.6	New Mexico Tort Claims Act.....	22
6.7	Provision Required by Law Deemed Inserted	23
7.	Effective Date & Term	23
7.1	Agreement shall become effective.....	23
7.2	Substantial Completion.....	23
8.	Termination.....	23
8.1	Termination of Agreement for Cause	23
8.2	Termination for Convenience	23
8.3	Right of the County to Terminate Contract	24
9.	Appropriations & Authorizations	24
10.	Amendments – Change Orders	24
11.	Indemnification.....	24
11.1	Contractor shall indemnify	24
11.2	County shall have right to control and participate in defense of demand or suit	25
11.3	Contractor’s obligations shall not be limited by provisions of insurance policy	25
12.	Aggrievement Procedure During Contract Administration	25
12.1	Claims, Disputes or other matters.....	25
12.2	Settlement Agreement	25
12.3	Contractor shall carry on Work during dispute resolution proceedings	25
13.	Dispute Resolution.....	25
13.1	Mediation.....	25
13.2	Mediation Process.....	25
13.3	Litigation.....	26
14.	Insurance.....	26
14.1	Insurance required before contractor commences work	26
14.2	Proof of Carriage of Insurance.....	26
14.3	General Conditions	26
14.4	General Liability Insurance, including automobile	26
14.5	Subcontractor’s Public Liability & Property Damage Insurance	26
14.6	Worker’s Compensation Insurance.....	26
14.7	Scope of Insurance and Special Hazards	27

14.8	Builder's Risk Insurance.....	27
14.9	Increased Limits.....	27
14.10	Additional Insured	27
15.	Independent Contractor	27
15.1	Contractor and its agents are independent contractors	27
15.2	Contractor shall not subcontract without written approval	28
15.3	Contractor shall maintain detailed time records	28
16.	Conflict of Interest of Officers or Employees of the Local Jurisdiction	28
16.1	No officer or employee shall have any interest shall have any interest.....	28
16.2	No official of the County shall be interested personally in this contract.....	28
16.3	Contractor warrants no conflict of interest	28
17.	Assignment	28
17.1	Contractor shall not assign or transfer any interest in this Agreement	28
18.	Subcontracting	29
18.1	Contractor shall not subcontract without written notice to County.....	29
18.2	Contractor shall provide listing of subcontractors.....	29
18.3	Contractor shall adhere to all provisions of Subcontractor's Fair Practices Act.....	29
18.4	Contractor shall provide Non-Collusion and EEO forms for all subcontractors	29
18.5	Contractor shall not award any work without written notice to County.....	29
18.6	Contractor shall be responsible for acts and omissions of subcontractors	29
18.7	Contractor shall cause appropriate provisions in all subcontracts.....	29
18.8	Nothing shall create contractual relation between County and subcontractors	29
18.9	New Mexico Little Miller Act	29
19.	Personnel.....	30
19.1	All work performed by Contractor	30
19.2	Contractor shall secure all qualified personnel required to perform work	30
20.	Notices	30
20.1	Notice required shall be in writing	30
20.2	Nothing shall preclude the giving of written Notice	30
21.	Release.....	30
22.	Waiver.....	30

CONDITIONS OF THE WORK

1.	Additional Instructions & Detail Drawings	31
1.1	Additional instructions & drawings as necessary	31
2.	Shop or Setting Drawings	31
2.1	Contractor shall submit copies of shop or setting drawing.....	31
3.	Materials, Services and Facilities	31
4.	Contractor's Title to Materials.....	32
4.1	No materials or supplies shall be purchased by subject to chattel mortgage	32
5.	Inspection and Testing of Materials	32
5.1	All material and equipment shall be subject to adequate inspection	32
5.2	Materials of construction shall be subject to inspection and testing.....	32
6.	"Or Equal" Clause	32
6.1	To establish a standard.....	32
7.	Patents.....	32
7.1	Patented or Unpatented Invention	32
7.2	License or Royalty Fees.....	32
7.3	Copyrighted Design	33
8.	Surveys, Permits and Regulations	33
8.1	County will furnish all surveys	33
8.2	Contractor shall procure and pay all permits, licenses and approvals.....	33
8.3	Contractor shall comply with all laws, ordinances, rules orders & regulations	33
9.	Contractor's Obligations.....	33
9.1	Contractor shall perform all work and furnish all materials equipment, machinery.....	33
9.2	Contractor shall complete entire work.....	33
10.	Weather Conditions	33
10.1	Temporary suspension of Work.....	33
11.	Protection of Work and Property - Emergency	34
11.1	Contractor shall safeguard County's property.....	34
11.2	Emergency which threatens loss or injury of property	34
11.3	Contractor shall act as instructed or authorized.....	34
11.4	Reimbursement claimed by Contractor	34
12.	Inspection.....	34

12.1	County shall be permitted to inspect all work, materials, payrolls, records	34
13.	Reports, Records and Data	34
13.1	Contractor shall submit to County schedules, payrolls, reports, estimates	34
14.	Superintendent by Contractor	34
14.1	Contractor shall employ a construction superintendent.....	34
15.	Changes in Work	35
15.1	No changes in Work without written approval	35
16.	Extras	35
16.1	County may order extra Work	35
17.	Inspection of Services	35
17.1	Contractor shall provide inspection system	35
17.2	County has the right to inspect and test all services	35
17.3	Contractor shall furnish all reasonable facilities and assistance.....	35
17.4	If any services do not conform with Contract requirements.....	36
17.5	County may perform the services and charge Contractor.....	36
18.	Correction of Work.....	36
18.1	Work shall be made good if failure to meet County approval.....	36
19.	Warranty of Construction	36
19.1	Warrants that Work conforms with Contract requirements.....	36
19.2	One year warranty.....	36
19.3	Contractor shall remedy any failure to conform.....	36
19.4	Contractor shall restore any Work damaged	37
19.5	County shall notify Contractor of any failure, defect or damage	37
19.6	If Contractor fails to remedy.....	37
19.7	Contractor shall obtain all warranties, executed in writing	37
19.8	Contractor's warranty has expired.....	37
19.9	Defect in County furnished material or design	37
19.10	County's rights under the Inspection and Acceptance Clause.....	37
20.	Subsurface Conditions Found Different	37
20.1	Subsurface conditions materially differing from plans and specifications.....	37
21.	Claims for Extra Cost	38
21.1	No claim for extra work or cost.....	38
22.	Construction Schedule and Periodic Estimates	38
22.1	Estimated construction progress schedule	38

22.2	Progress Schedule.....	38
23.	Assignments.....	38
23.1	Contractor shall not assign.....	38
24.	Mutual Responsibility of Contractors.....	39
24.1	Acts of Negligence	39
25.	Separate Contract.....	39
25.1	Coordination with other contractors	39
26.	Project Manager's Authority	39
26.1	Orders & Directions to execution of the Work.....	39
26.2	Decisions concerning meaning and intent	39
27.	Stated Allowances	39
27.1	Contract sum for all allowances	39
28.	Use of Premises and Removal of Debris	40
28.1	Contractor undertakes at own expense	40
29.	Quantities of Estimate.....	40
29.1	Increase and decrease of estimated quantities	40
30.	Lands and Right-of-Way	40
30.1	County shall obtain all lands and rights-of way	40
31.	General Guaranty.....	41
31.1	Work not done in accordance with contract documents	41
32.	Protection of Lives and Health	41
32.1	Protection of persons and property	41
33.	Interest of Member	41
33.1	BCC shall not have any share or interest.....	41
34.	Other Prohibited Interests	41
34.1	No County official or others to be personally interested in Contract	41
35.	Use & Occupancy Prior to Acceptance by County	41
35.1	Partial Occupancy by County.....	41
Attachment A	Bid Sheets	43
Attachment B	Addenda and Modifications.....	44
Exhibit A	Project Manual.....	45
Exhibit B	Technical Specifications	46

Exhibit C	Labor and Material Payment Bond.....	47
Exhibit D	Performance Bond	49
Exhibit E	Assignment of Antitrust Claims	51
Exhibit F	Certificate of Liability Insurance.....	52
Exhibit G	Notice of Contract Award.....	53
Exhibit H	Notice to Proceed	54
Exhibit I	Change Order)	55
Exhibit J	Certificate of Substantial Completion	57

RECITALS

WHEREAS, in accordance with Section 13-1-103 through Section 13-1-110 NMSA 1978, the County issued Invitation for Bid (IFB) No. 2016-0229-HD/RM for construction services for renovations to public housing units located at Valle Vista and Valle de Esperanza Public Housing Sites in Santa Fe County.

WHEREAS, the Contractor submitted its bid, in response to IFB No. 2016-0229-HD/RM and was the lowest responsible bidder with the lowest responsive bid;

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

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

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 Contract

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	Exhibit G
Notice to Proceed	Exhibit H
Change Order	Exhibit I
Certificate of Substantial Completion	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:

VALLE VISTA PROJECT OVERVIEW: The remodel consists of removal of kitchen cabinets, counter tops, sinks and faucets and the installation of new kitchen cabinets, Formica countertops, stainless steel sinks and faucets in nineteen (19) housing units.

VALLE DE ESPERANZA PROJECT OVERVIEW: The remodel includes the renovation and modernization of approximately 12 bathrooms (1, 2 and 3 bedroom units + Handicapped Accessible Unit). Work is to include removal and replacement of all plumbing fixtures, finishes, electrical components to include fixtures, receptacles, switches and cover plates.

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 one hundred dollars \$100.00 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 Lump Sum of **One Hundred Fifty-Five Thousand Seven Hundred Dollars (\$155,700.00)** exclusive of New Mexico gross receipts tax.

4.2 CONTRACT AMOUNT

The Contract sum is determined as follows:

<u>Item</u>	<u>Description</u>	<u>Unit Price</u>
1	<i>Public Housing Unit Renovations at the Valle Vista</i> site for kitchen cabinet replacements in nineteen (19) housing units.	\$92,326.00
2	<i>Public Housing Unit Renovations at the Valle de Esperanza</i> site for complete bathroom renovations in approximately twelve (12) bathrooms of 1, 2 and 3 bedroom units + handicapped accessible unit.	\$63,374.00
Total Contract Amount		\$155,700.00
		Exclusive of NM GRT

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 Project Manager or County shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents (Section 57-28-5, NMSA 1978).
- B. When making payments, the County, Contractor or subcontractor shall not retain, withhold, hold back or in any other manner not pay amounts owed for work performed. For additional information regarding retainage and the Prompt Payment Act (refer to Section 57-28-5, NMSA 1978).

- C. Contractors and subcontractors shall make prompt payment to their subcontractors and suppliers for amounts owed for work performed on the construction project within twenty-one days after receipt of payment from the County, contractor or subcontractor. If the contractor or subcontractor fails to pay its subcontractor and suppliers by first-class mail or hand delivery within twenty-one days after receipt of an undisputed request for payment, the contractor or subcontractor shall pay interest to its subcontractors and suppliers beginning on the twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until payment is issued. These payment provisions apply to all tiers of contractors, subcontractors and suppliers (Section 57-28-1 et. seq. NMSA 1978).
- D. In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration.
- E. All material and work covered by partial payments made shall thereupon become the sole property of the County, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the County to require the fulfillment of all of the terms of the contract.
- F. County's right to withhold certain amounts and make application thereof. The Contractor agrees that it will indemnify and hold the County harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnisher of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall, at the County's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails so to do, then the County may, after having served written notice on the said Contractor, either pay unpaid bills, of which the County has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the County to either the Contractor or its Surety. In paying any unpaid bills of the Contractor, the County shall be deemed the agent of the Contractor, and any payment so made by the County shall be considered as a payment made under the contract by the County to the Contractor and the County shall not be liable to the Contractor for any such payments made in good faith.

ARTICLE 6 FINAL PAYMENT

6.1 FINAL PAYMENT

The entire unpaid balance of the Contract Sum, shall be paid by the County to the Contractor within thirty (30) calendar days after notification of the County by the Project Manager 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 Project Manager. In addition, the Contractor shall provide to the County a certified statement of Release of Liens and Consent of Surety.

6.2 ACCEPTANCE OF FINAL PAYMENT CONTITUTES RELEASE

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

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

SANTA FE COUNTY

for 
Katherine Miller
Santa Fe County Manager


4.23.16
Date

REVIEWED AS TO LEGAL FORM


Gregory S. Shaffer
Santa Fe County Attorney

7/25/16
Date

FINANCE DEPARTMENT APPROVAL:


Carole H. Jaramillo
Santa Fe County Finance Director

4/26/16
Date

CONTRACTOR:

Manuel Ruiz
Signature

MANUEL RUIZ
Print Name

OWNER
Print Title

4-28-16
Date

**GENERAL CONDITIONS
TO AGREEMENT BETWEEN SANTA FE COUNTY AND CONTRACTOR
FOR CONSTRUCTION SERVICES
FOR RENOVATIONS FOR PUBLIC HOUSING UNITS**

1.0 DEFINITIONS

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

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

company to the County, on behalf of an acceptable prime Contractor or subcontractor, guaranteeing payment to the County in the event the Contractor fails to pay for all labor, materials, equipment, or services in accordance with the contract. (See Performance Bond and Surety Bond).

- 1.10 Lump Sum Agreement (See Stipulated Sum Agreement)**
- 1.11 Lump Sum Bid** A single entry amount to cover all labor, equipment, materials, services, and overhead and profit for completing the construction of a variety of unspecified items of work without the benefit of a cost breakdown.
- 1.12 Lump Sum Contract** A written contract between the County and Contractor wherein the County agrees to pay the contractor a specified sum of money for completing a scope of work consisting of a variety of unspecified items or work.
- 1.13 Payment Bond** A written form of security from a surety company to the County, on behalf of an acceptable prime contractor or subcontractor, guaranteeing payment to all persons providing labor, materials, equipment, or services in accordance with the contract.
- 1.14 Performance Bond** A written form of security from a surety company to the County, on behalf of an acceptable prime contractor or subcontractor, guaranteeing the completion of the work in accordance with the terms of the contract.
- 1.15 Progress Payment** A payment from the County to the Contractor determined by calculating the difference between the completed work and materials stored and a predetermined schedule of values or unit costs. (see Schedule of Values, Unit Costs).
- 1.16 Progress Schedule** A pictorial or written schedule (including a graph or diagram) that shows proposed and actual start and completion dates of the various work elements.
- 1.17 Punch list** a list of items to be completed or corrected, prepared by the Project Manager, checked and augmented as required by the Contractor or Construction Manager is appended hereto as Exhibit J. Note: The failure to include any item on such list does not relieve the Contractor of the responsibility to complete all work in accordance with the contract documents.
- 1.18 Schedule of Values** A statement furnished by the Contractor to the P 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 Project Manager 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 Project Manager 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 tables of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretation of the provisions to which they refer.
- 3.2 Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Agreement shall be attached to this Agreement at the time of execution, and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

4. CONTRACT SECURITY – BONDS

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

5. TERMS AND MEANINGS

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

- 5.1 Words and Phrases. Words, phrases, and abbreviations which have well-known technical

or trade meanings used in the Contract Documents shall be used according to such recognized meanings. In the event of a conflict, the more stringent meaning shall govern.

- 5.2 **Gender, Singular/Plural.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.
- 5.3 **Captions and Section Headings.** The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope and conditions of this Agreement.
- 5.4 **Interchangeable Terms.** For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.

6. COMPLIANCE WITH APPLICABLE LAW, CHOICE OF LAW

- 6.1 This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of New Mexico and applicable ordinances of Santa Fe County.
- 6.2 In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations, including Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).
- 6.3 **Minimum Wage Rates.** The Contractor, all subcontractors and subsubcontractors warrants and agree to will comply with all applicable provisions of the New Mexico Public Works Minimum Wage Act as outlined in the Bid Documents. Wage rates are not applicable to projects costing less than \$60,000.
- 6.4 This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be federal and state district courts of New Mexico.
- 6.5 Pursuant to 13-1-191, NMSA 1978, reference is hereby made to the criminal laws of New Mexico, including §30-14-1, §30-24-2, and §30-41-1 through 3 NMSA 1978, which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code, 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation.
- 6.6 **New Mexico Tort Claims Act.** By entering into this Agreement, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et Seq. NMSA 1978, as amended. The County and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No

provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

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

7. EFFECTIVE DATE AND TERM

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

8. TERMINATION

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

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

9. APPROPRIATIONS AND AUTHORIZATIONS

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

10. AMENDMENTS – CHANGE ORDERS

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

11. INDEMNIFICATION

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

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

12. AGGRIEVEMENT PROCEDURE DURING CONTRACT ADMINISTRATION

- 12.1 Any claims, disputes, or other matters in question between the Contractor and the County, except those which have been waived by the making or acceptance of final payment as provided in Paragraph 6.2 of the Agreement Between Santa Fe County and Contractor for Construction, shall be presented in the form of a written request accompanied by supporting data to the Project Manager for formal decision, with a copy to the other party. Such formal decision of the Project Manager is binding upon the Contractor and the Owner unless either or both notify each other and the Project Manager in writing within fifteen (15) days of their receipt of the decision that they are unwilling to abide by the Project Manager'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 Project Manager 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 NM Public Works Mediation Act.
- 13.3 If the dispute is not resolved by mediation, the dispute shall be resolved through litigation

in the district court. The parties agree that the exclusive forum for such litigation shall be the State of New Mexico District Court for the First Judicial District at Santa Fe, New Mexico. Contractor irrevocably consents to the jurisdiction of said Court and agrees to accept service of a summons and complaint by mail or commercial courier service in accordance with Rule 1-004(E)(3) NMRA.

14. INSURANCE

- 14.1** The Contractor shall not commence work under this contract until they have obtained all the insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on its subcontract until the insurance required of the subcontractor has been so obtained and approved.
- 14.2** Proof of Carriage of Insurance. The Contractor shall furnish the County with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions".
- 14.3** General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- 14.4** General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The Santa Fe County shall be a named additional insured on the policy.
- 14.5** Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall either 1) require each of its subcontractors to procure and to maintain during the life of its subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in 14.4 above.
- 14.6** Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act, 52-1-1 to 52-1-70 NMSA 1978. The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance as required by applicable State law for all of its employees to be engaged in work at the site of the project under this Contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all

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

- 14.7 Scope of Insurance and Special Hazards.** The insurance require under subparagraphs 14.4 and 14.5 hereof shall provide adequate protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this Contract.
- 14.8 Builder's Risk Insurance (Fire and Extended Coverage).** Until the project is completed and accepted by the County, the County, or Contractor at the County's option is required to maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the County, the Contractor, subcontractors as their interests may appear. The Contractor shall not include any costs for Builder's Risk Insurance (fire and extended coverage) premiums during construction unless the Contractor is required to provide such insurance; however, this provision shall not release the Contractor from its obligation to complete, according to plans and specifications, the project covered by the contract, and the Contractor and his Surety shall be obligated to full performance of the Contractor's undertaking.
- 14.9 Increased Limits.** If, during the life of this Agreement, the New Mexico State Legislature increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.
- 14.10 Additional insured.** Santa Fe County will be listed as an additional insured on all policies, and proof of coverage must be provided before work begins. Contractor shall maintain adequate insurance in at least the maximum amounts which the County could be liable under the New Mexico Tort Claims Act. It is the sole responsibility of the Contractor to be in compliance with the law.

15. INDEPENDENT CONTRACTOR

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

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

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

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

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

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

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

17. ASSIGNMENT

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

18. SUBCONTRACTING

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

19. PERSONNEL

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

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

20. NOTICES

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

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

To the Contractor: **Sol Systems Builders
3123 San Saulo Road SE
Albuquerque, New Mexico 87105
ATTN: Manuel Ruiz**

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

21. RELEASE

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

22. WAIVER

No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in

the administration of the terms hereof be construed to waive or lessen the right of either party to insist upon performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party of a breach by the other party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

CONDITIONS OF THE WORK

1. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

- 1.1 The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the Contract. The additional drawings and instructions supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Project Manager 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 Project Manager 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 Project Manager/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 Project Manager/County and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Project Manager/County with two corrected copies. If requested by the Project Manager/County the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Project Manager/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 Project Manager/County in writing of any deviations at the time the Contractor furnishes such drawings.

3. MATERIALS, SERVICES AND FACILITIES

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

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

4. CONTRACTOR'S TITLE TO MATERIALS

- 4.1 No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he/she has good title to all materials and supplies used by him/her in the work, free from all liens, claims or encumbrances.

5. INSPECTION AND TESTING OF MATERIALS

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

6. "OR EQUAL" CLAUSE

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

10. WEATHER CONDITIONS

- 10.1 In the event of temporary suspension of work, or during inclement weather, or whenever the Project Manager/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 Project Manager/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 Project Manager/County, in a diligent manner. The Contractor shall notify the Project Manager/County immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Project Manager/County for approval.
- 11.3** Where the Contractor has not taken action but has notified the Project Manager/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 Project Manager/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 Project Manager /County and shall be one who can

be continued in that capacity for the particular job involved unless he/she ceases to be on the Contractor's payroll.

15. CHANGES IN WORK

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

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

16. EXTRAS

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

19. WARRANTY OF CONSTRUCTION

- 19.1** In addition to any other warranties in this Contract, the Contractor warrants that work performed under this Contract conforms to the Contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.
- 19.2** This warranty shall continue for a period of one (1) year from the date of final acceptance of the work. If the County takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one (1) year from the date the County takes possession.
- 19.3** The Contractor shall remedy at the Contractor's expense any failure to conform, or any

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

- 19.4** The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement.
- 19.5** The County shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
- 19.6** If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the County shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- 19.7** With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this Contract, the Contractor shall obtain all warranties that would be given in normal commercial practice; require all warranties to be executed, in writing, for the benefit of the County, if directed by the County; and, enforce all warranties for the benefit of the County, if directed by the County.
- 19.8** In the event the Contractor's warranty under subparagraph 19.4 of this clause has expired, the County may bring suit at its expense to enforce a subcontractor's, manufacturer's or supplier's warranty.
- 19.9** Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the County or for the repair of any damage that results from any defect in County-furnished material or design.
- 19.10** This warranty shall not limit the County's rights under the Inspection and Acceptance clause of this Contract with respect to latent defects, gross mistakes, or fraud.

20. SUBSURFACE CONDITIONS FOUND DIFFERENT

- 20.1** Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, the Contractor shall immediately give notice to the Project Manager/County of such conditions before they are disturbed. The Project Manager/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 Project Manager 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 Project Manager/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. PROJECT MANAGER'S AUTHORITY

- 26.1** The Project Manager/County shall give all orders and directions contemplated under this Contract and specifications, relative to the execution of the work. The Project Manager/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 Project Manager/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 Project Manager/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 Project Manager/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 Project Manager/County.

27. STATED ALLOWANCES: NONE

- 27.1** It is understood that Contractor has included in its proposal for the Contract sum all allowances including "Allowed Materials" The Contractor shall purchase the "Allowed

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

28. USE OF PREMISES AND REMOVAL OF DEBRIS

28.1 The Contractor expressly undertakes at its own expense:

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

BID SHEETS**IFB# 2016-0229-HD/RM
RENOVATIONS FOR PUBLIC HOUSING UNITS**

Please offer your best price for the work required for the construction of the RENOVATIONS FOR HOUSING UNITS. The lump sum base bid must include pricing for materials, equipment, labor, travel, and fees for any required permitting. Be advised that award may be made without discussion with bidders on offers received.

<u>Item</u>	<u>Description</u>	<u>Unit Price</u>
1	Public Housing Unit Renovations at the Valle Vista site for kitchen cabinet replacements in nineteen (19) housing units.	\$ <u>92,326⁰⁰</u>
2	Public Housing Unit Renovations at the Valle de Esperanza site for complete bathroom renovations in approximately thirteen (13) bathrooms of 1, 2 and 3 bedroom units + handicapped accessible unit.	\$ <u>63,374⁰⁰</u>

(12) ADDENDUM 1, DATED 3/16/16

LUMP SUM BASE BID: 155,700⁰⁰

LUMP SUM WRITTEN IN WORDS (BASE BID): _____

ONE HUNDRED FIFTY FIVE THOUSAND, SEVEN HUNDRED AND 00/100

ATTACHMENT B

ADDENDA & MODIFICATIONS

Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathleen Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

March 16, 2016

SANTA FE COUNTY
IFB# 2016-0229-HD/RM
Renovations for Public Housing Units

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.

ATTACHMENT A: Pre-Proposal Sign-In Sheet

QUESTIONS & ANSWERS: No questions were submitted

CLARIFICATIONS: Listed below are clarifications to APPENDIX N – Drawings & Scope of Work

Clarification #1 **Valle de Esperanza Bathroom Renovations under Key Notes:**
There are replacements for discontinued plumbing fixtures for the following numbers on your Key Notes list:

#12 - Delta Model T-14430-LHP will become T13420-SHCCER

#19 - Delta Model T-14430-LHP will become T13420-SHCCER

#24/25 - Delta Model 540-MPU-DST will become 520LH-HDF

#27 - Delta Model T14230 will become T13220-SHC

Clarification #2 **REMOVE / DELETE - 114 Camino de Roberto from the list of Bathroom Remodel addresses. This unit has already been remodeled.**

Please add this Addendum #1 to the original RFP documents and refer to proposal 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.

Responders are reminded that any questions or need for clarification must be addressed to Rose Moya, Senior Procurement Specialist at rmoya@sanatacountynm.gov

PRE-BID SIGN-IN SHEET

Housing Authority Department, Renovations for Public Housing Units
IFB# 2016-0229-HD/RM

THURSDAY, MARCH 10, 2016 @ 11:00AM

NAME	COMPANY	TELEPHONE	E-MAIL ADDRESS
Rocky Fitz-Souez	1315 ROCK BUILDINGS LLC	753-7229 987 2405	rocky.fitzsouez@gmail.com FAX # 505-753-2228
Manuel Ruiz	SOL SYSTEMS	505 321-3912	STEVE@MVACG.COM
JEFF Adkins	TYONEK PONTERRA	505-269-3592	J03adkins@yahoo.com
Luis Olague	Southwest Construction and Landscaping	(505) 974-0335	lolague@southwestcl.com
Dan Wade	Aeropos (Grable)	505-916-1133	dawade955@gmail.com
Billy Baez	Santa Fe County	505-450-0345	wabaez@santafecountynm.gov
Victor Gonzalez	Santa Fe County	(505) 722-9892	VictorGonzalez@santafecountynm.gov
Sean Medans	Northwestern Const	505-426-7585	reconstruction@yahoo.com

EXHIBIT A

PROJECT MANUAL

SANTA FE COUNTY HOUSING AUTHORITY
52 Camino de Jacobo
Santa Fe, New Mexico 87507

(Invitation for Bid)

(Cabinet Replacement)

Santa Fe County Housing Authority is requesting bids for the Replacement of Cabinets in our public housing units.

LOCATON AND DESCRIPTION OF WORK:

The work under this contract is located at the Valle Vista Housing site off of N.M. Highway 14 within Santa Fe County, New Mexico.

(Scope of Work)

The work consists of the removal of Kitchen cabinets, counter tops, sinks and faucets and the installation of new kitchen cabinets, formica countertops, stainless steel sinks and faucets in nineteen (19) housing units.

BRAND NAME OR EQUAL: The manufacturer, type and style of the cabinets, countertops, sinks and faucets or the equivalent to be purchased and installed are listed below:

Kitchen Cabinet type: Mid-American Cabinets, Mesa Style or equivalent
Color: Medium Birch

Kitchen Counter Top: Formica #920-58 or equivalent
Color: almond

Kitchen sink: Elkay 33" x 22" x 7" #348-961 or equivalent

Kitchen Faucet: Aqua source #0158360 or equivalent

Range Hood: Broan, Economy, #F403022 or equivalent

CABINET, COUNTERTOP, SINK AND FAUCET INSTALLATION:

1. Remove existing cabinets and install new cabinets.
2. Remove existing countertops and install new countertops.
3. Remove existing sinks and faucets and install new stainless steel sinks, faucets and angle valves.
4. Remove existing range hood and install new range hood in regular units.
5. Remove existing range hood and install new range hood and install new switches that operate range hood functions inside of the bottom cabinet. (Handicap unit only)
6. All top cabinets must be secured to studs.
7. Level of cabinets with shims.
8. Testing to ensure proper installation.

9. Caulking as required.
10. Contractor shall field verify all existing cabinets for size (compare to schedules on drawings) before ordering any cabinets and countertops. Santa Fe County should be immediately notified of any discrepancies.
11. Obtain all required permits and inspections as required.
12. Removal and haul away of old cabinets, countertops, sinks, faucets and any miscellaneous debris at a code legal landfill.

Note* On our Handicap unit, all electrical connections will need to be replaced with new switches that operate our Range Hood functions inside the bottom cabinet.

See attached specs or details on the Kitchen Cabinets.

Addresses and Bedroom Sizes

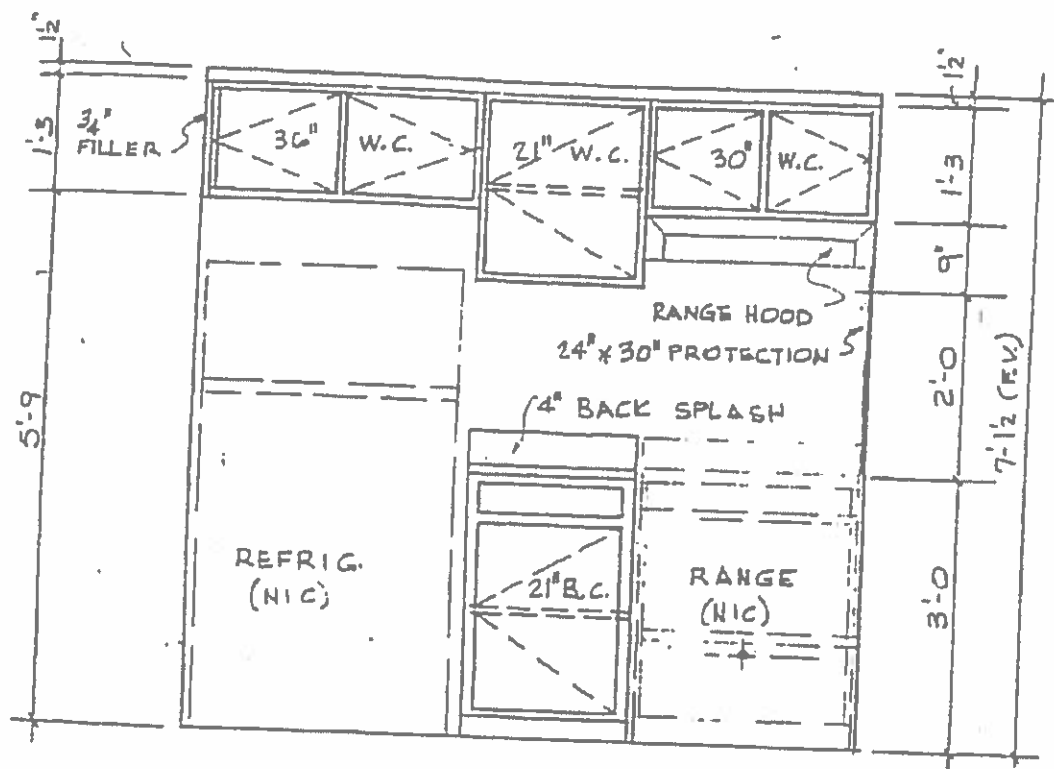
<u>Address</u>	<u>Bedrooms</u>
Las Lomas Drive (Handicap Units)	
5B Tusa Drive	1

(Regular Units)

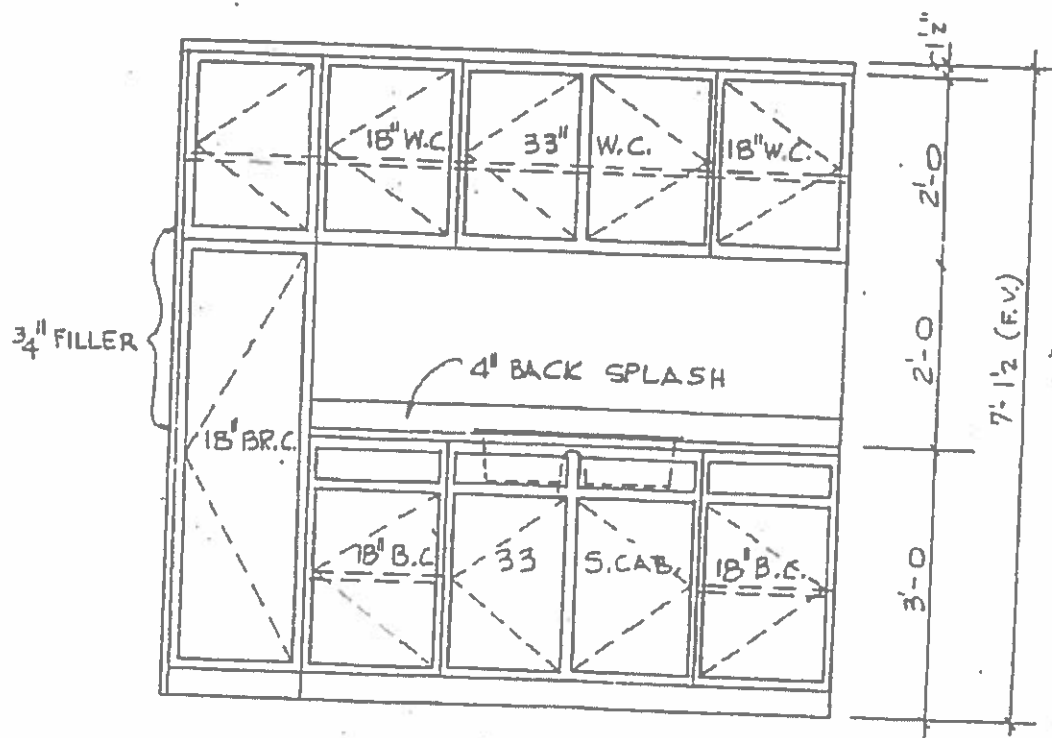
5A Tusa Drive	1
9A-B Tusa Drive	1
11A-B Tusa Drive	1
15A-B Tusa Drive	1

6A-B San Mateo Way	2
8A-B San Mateo Way	2
10A-B San Mateo Way	2
7A-B Tusa Drive	2
13A-B tusa Drive	2

1 Las Lomas Drive	3
-------------------	---



ELEVATION "A"



ELEVATION "B"

I BEDROOM UNITS

EXIST. FURRED DOWN SCOFFIT
AND DUCTWORK TO REMAIN



HOOD SHELF

RANGE HOOD

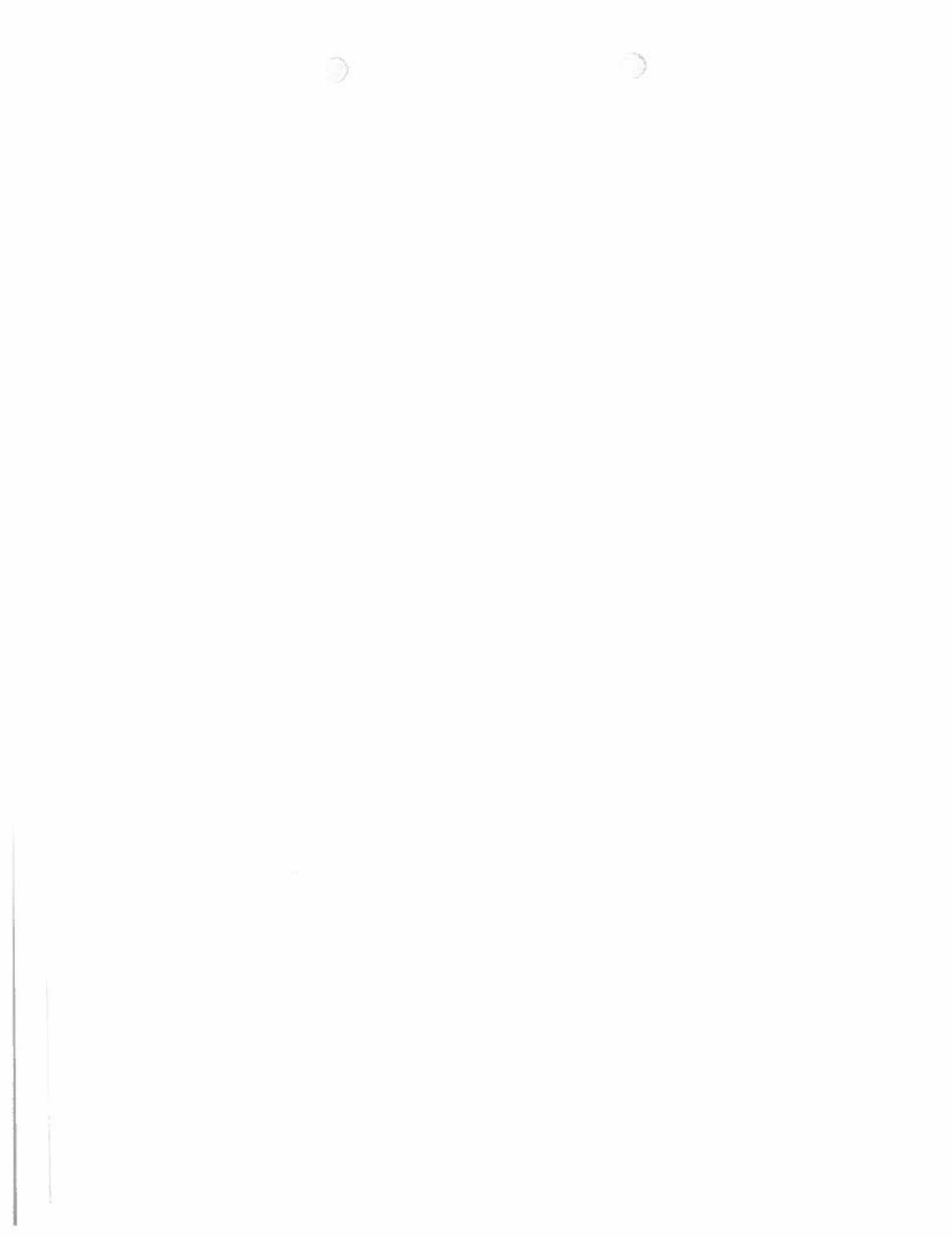
TOP PANEL, THIS DECA
ONLY, TO BE ELANK
RANGE HOOD SWITCH

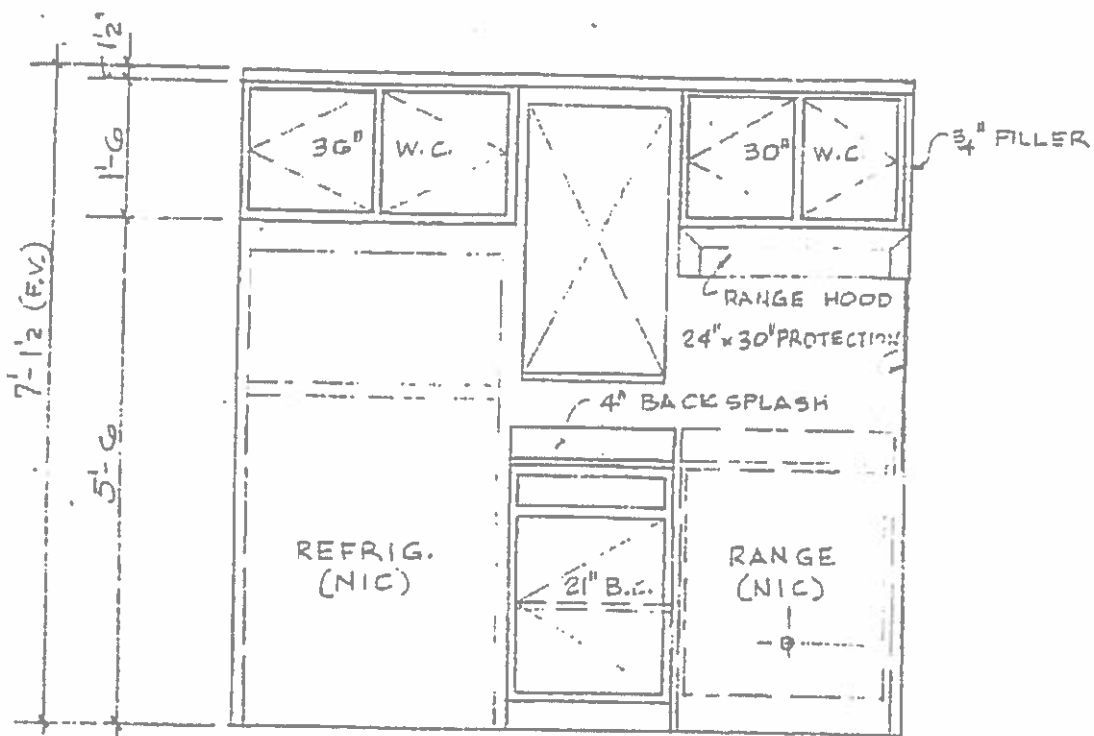
PLASTIC LAM. COUNTER
SPASH. TOTAL COUN
THICKNESS SHALL NOT EX

INSULATE PIPES UNDE

NOTE: OVER REFRIG. WAS
DEYER BY OWNER (TY
RANGE HOOD (GE, UI
W/ REMOTE SWITCHING
HANDICAPPED ACCESS
ONLY) - SEE ELECTR

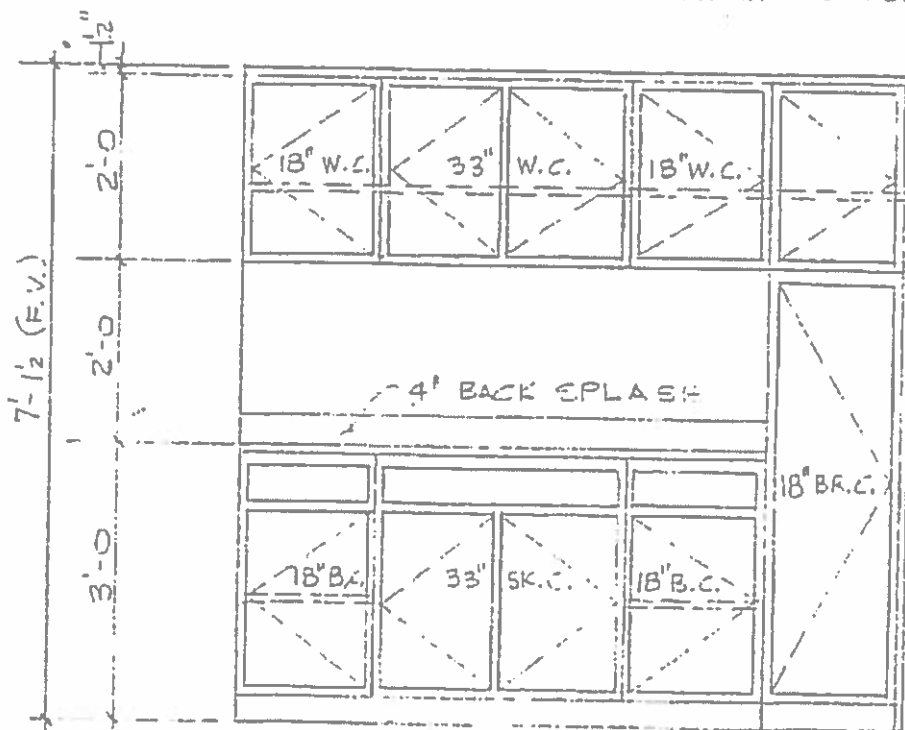
KITCHEN ELEVATION "A"





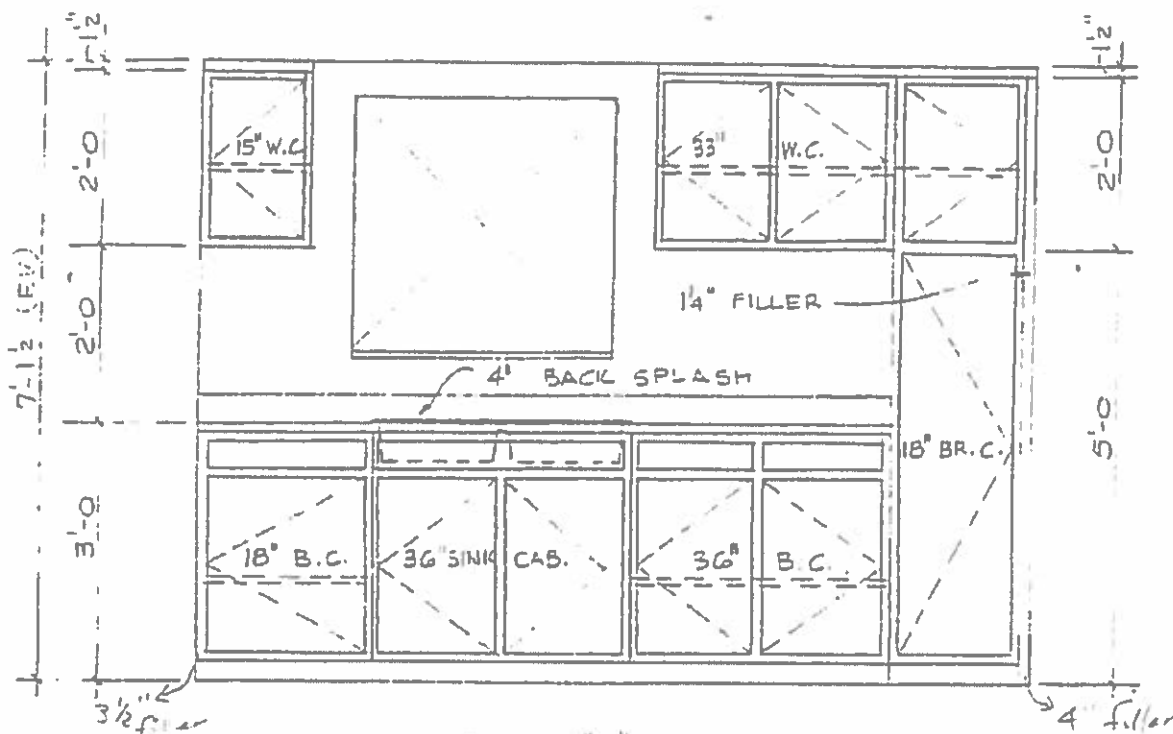
ELEVATION "A"

- WINDOW IN 50-1 UNITS ONLY -

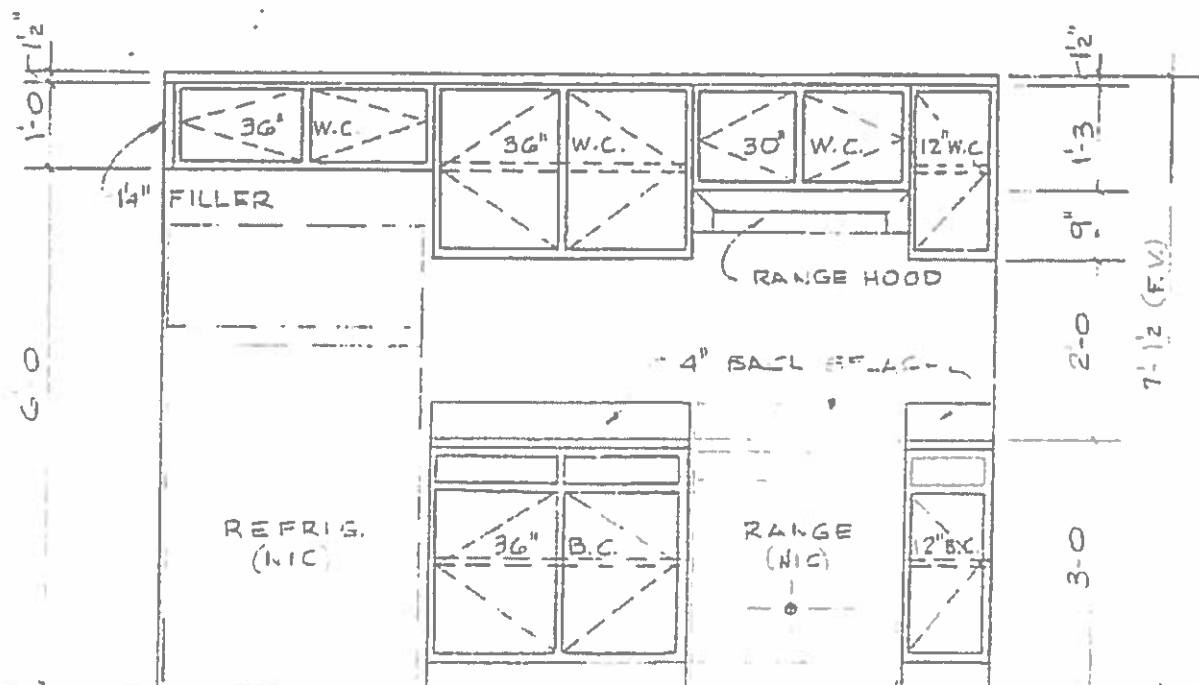


ELEVATION "B"

2 BEDROOM UNITS

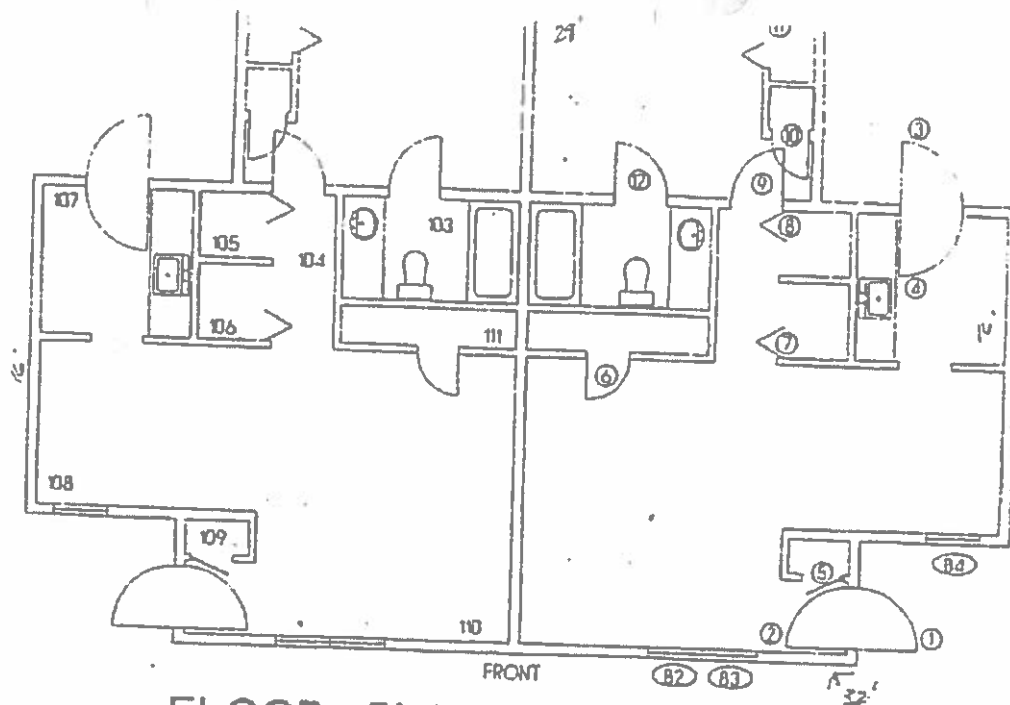


ELEVATION A



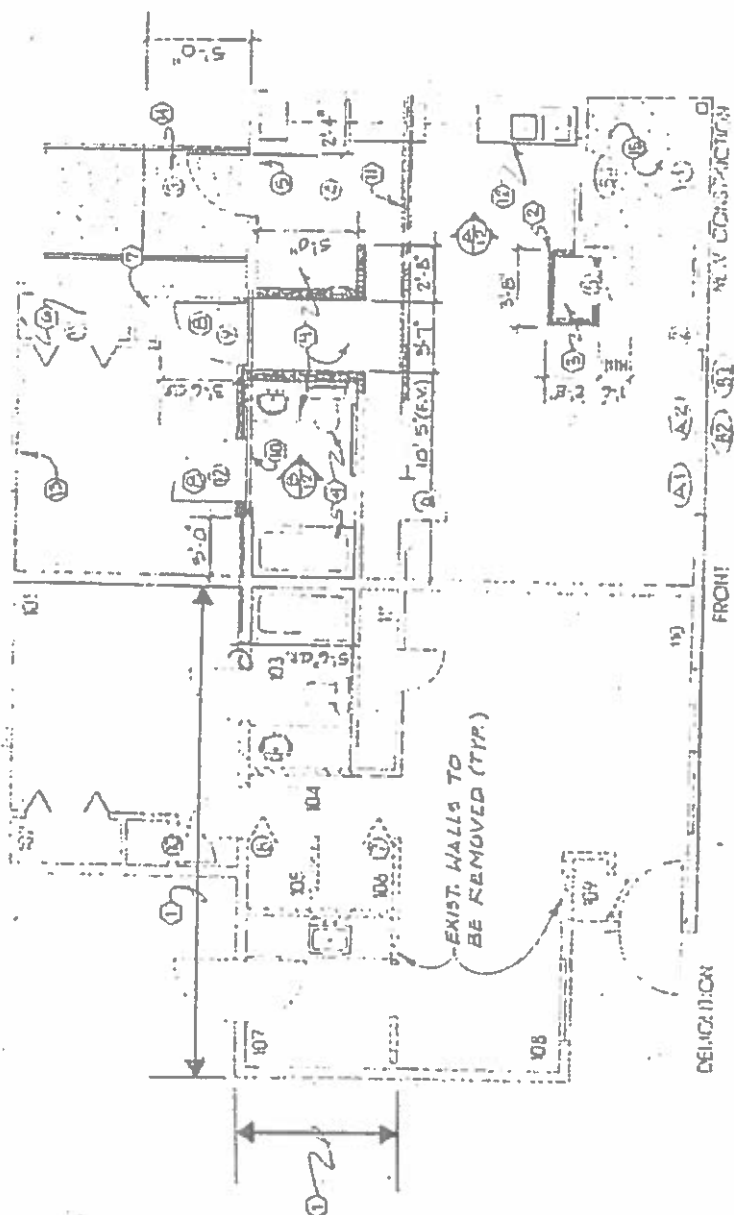
ELEVATION B

3 BEDROOM UNITS



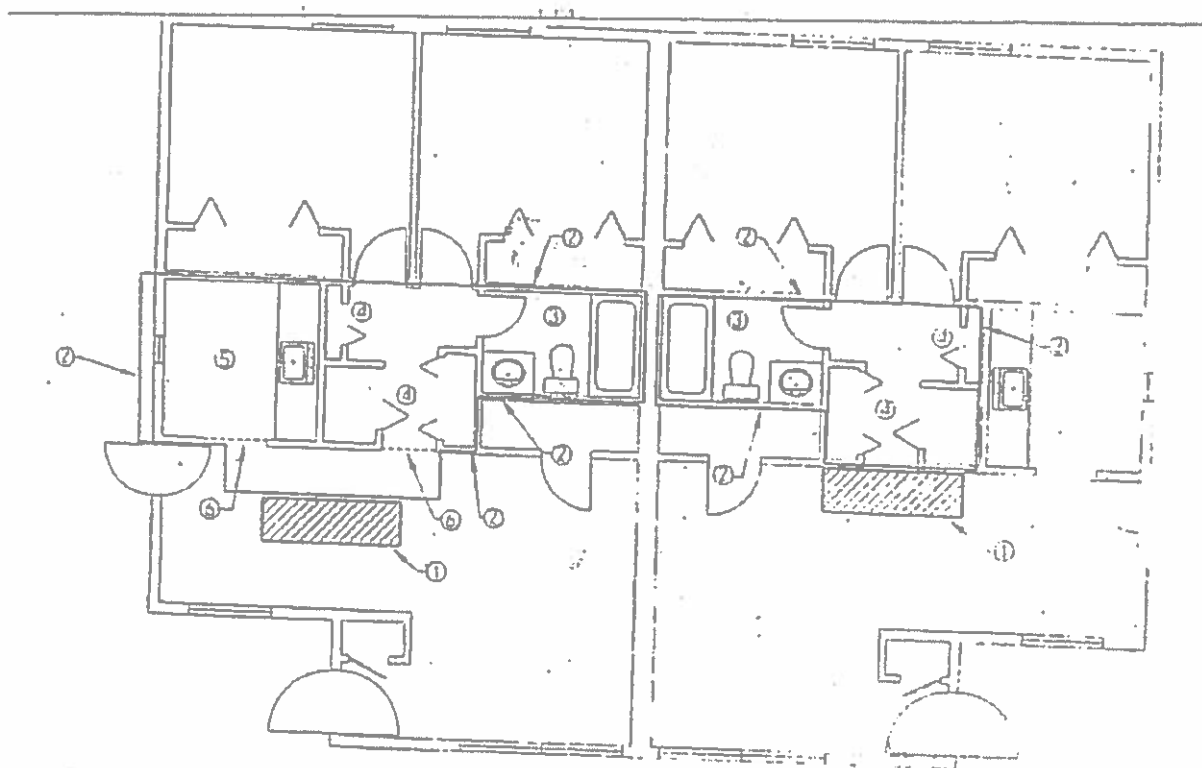
FLOOR PLAN - 1 BDRM B
 (SANTA CRUZ & VALLE VISTA)
 SCALE: 3/16" = 1'-0"





FLOOR PLAN - 1 BDRM
 (SANTA CRUZ & VALLE 105' x 11')

PHYSICAL ACCESSIBILITY WORK



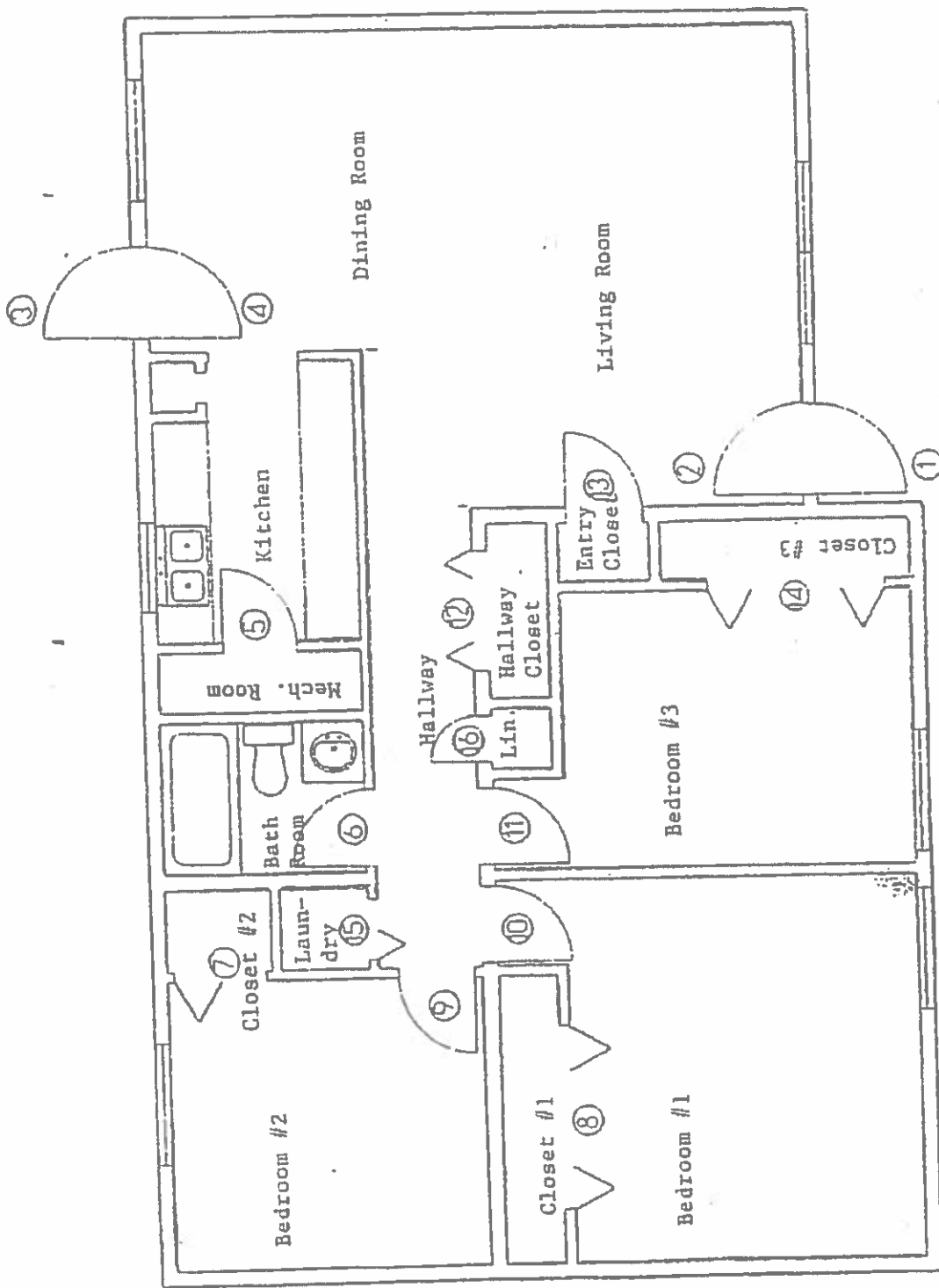
FRONT

FLOOR PLAN - 2 BDRM

(SANTA CRUZ & VALLE VISTA)

SCALE 3/16" = 1'

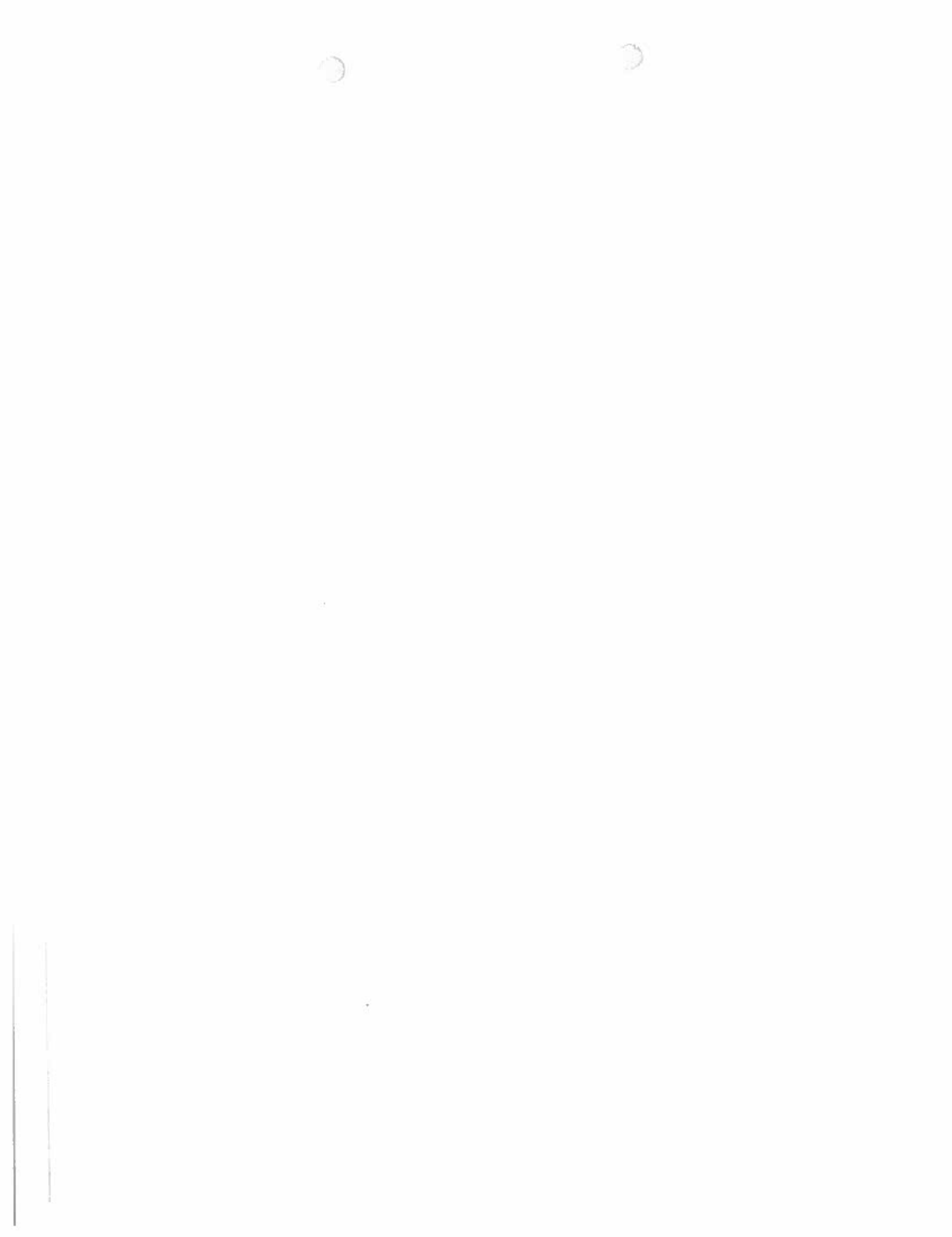


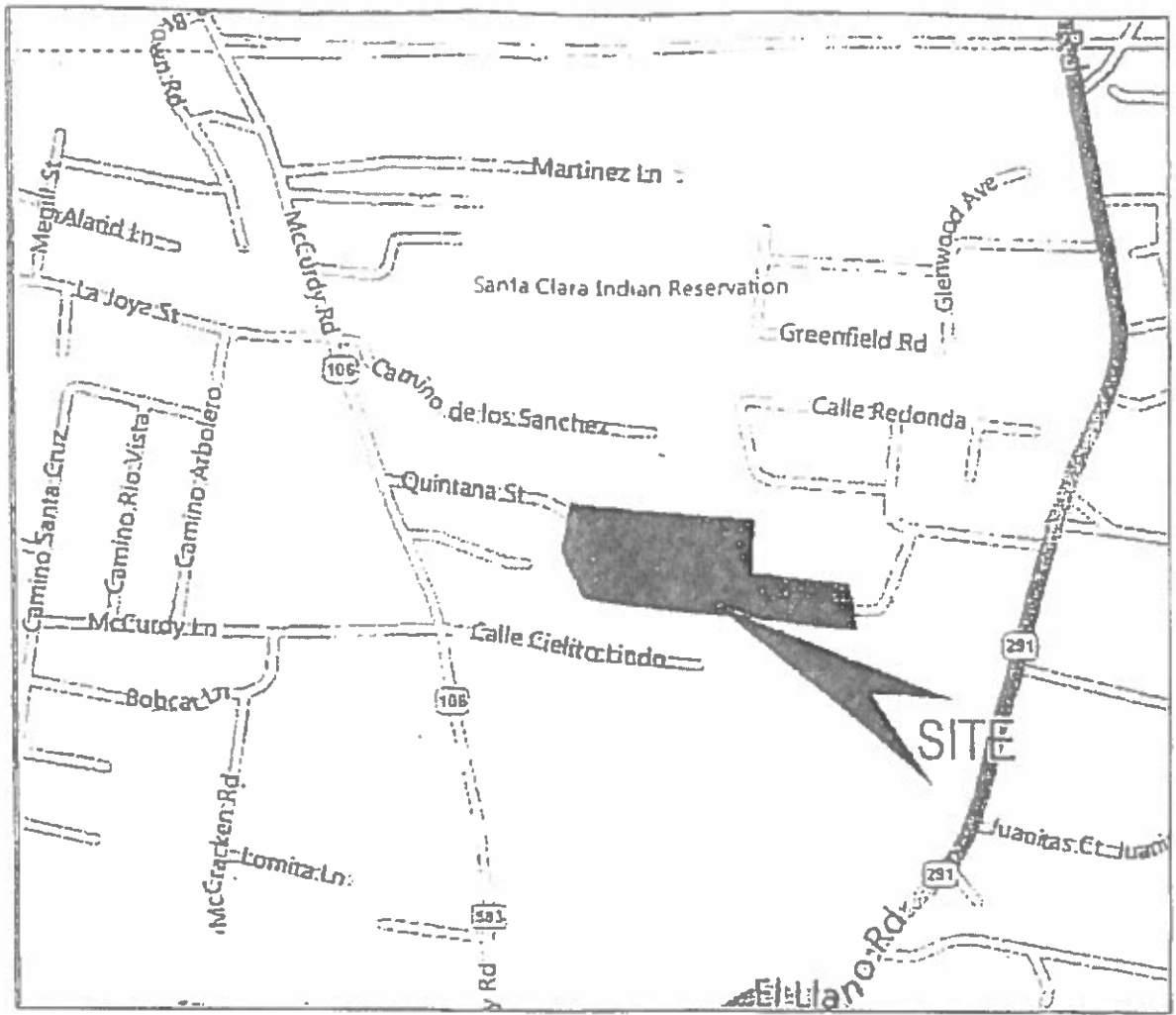


FLOOR PLAN - 3 BDRM

SCALE: 3/16"=1'-0"

(SANTA CRUZ & VALLE VISTA)





VALLE DE ESPERANZA



N.T.S.

PROJECT DATA:

PROJECT: BATHROOM RENOVATIONS
SANTA FE COUNTY HOUSING AUTHORITY
VALLE DE ESPERANZA SITE

OWNER: SANTA FE COUNTY HOUSING AUTHORITY
52 CAMINO DE JACOBO
SANTA FE, NEW MEXICO 87507
(505) 992-3060

ARCHITECT: R2 ARCHITECTURAL DESIGN

BUILDING CODE: INTERNATIONAL RESIDENTIAL CODE (IRC) 2006
NEW MEXICO BUILDING CODE (RESIDENTIAL)

CONST. TYPE: V-B

RENOVATED AREA:	H.C. BATHROOM	53 SF
	1 BR BATHROOM	43 SF
	2 BR BATHROOM	39 SF
	3 BR BATHROOM	34 SF

OCCUPANCY: R-1

Bathroom Remodels				
Handicap tub to shower				
		* NOTE: this will be the only H.C. Unit		
111 Camino de Roberto H.C.				

Complete Remodels		
(1 Bedroom)		
118 Camino de Roberto		
120 Camino de Roberto		

(2 Bedrooms)		
101 Camino de Roberto		
103 Camino de Roberto		
105 Camino de Roberto		
106 Camino de Roberto		
107 Camino de Roberto		
109 camino de Roberto		
113 Camino de Roberto		
114 Camino de Roberto		
116 Camino de Roberto		

(3 Bedrooms)		
157 Camino de Quintana		

EXECUTIVE SUMMARY:

TO INCLUDE THE RENOVATION AND MODERNIZATION OF APPROXIMATELY 13 BATHROOMS (1,2 AND 3 BEDROOM UNITS + H.C. ACCESSIBLE UNIT) FOR SANTA FE COUNTY HOUSING AUTHORITY AT THE VALLE DE ESPERANZA SITE AS INDICATED ON THE VICINTY MAP. WORK IS TO INCLUDE REMOVAL AND REPLACEMENT OF ALL PLUMBING FIXTURES, FINISHES, ELECTRICAL COMPONENT TO INCLUDE FIXTURES, RECEPTACLES, SWITCHES AND COVER PLATES. IT MUST BE NOTED THAT THE GYPSUM BOARD AND/OR FLOORING MAY CONTAIN ASBESTOS AND MUST BE REMOVED BY AN ABATEMENT CONTRACTOR TO BE DETERMINED. THIS WILL BE ON A SEPARATE CONTRACT. ALL OTHER DEBRIS SHALL BE DISPOSED OF BY THE CONTRACTOR IN A CODE LEGAL LANDFILL. THIS IS CLASSIFIED AS A LEVEL 1 ALTERATION I.A.W. THE INTERNATIONAL EXISTING BUILDING CODE.

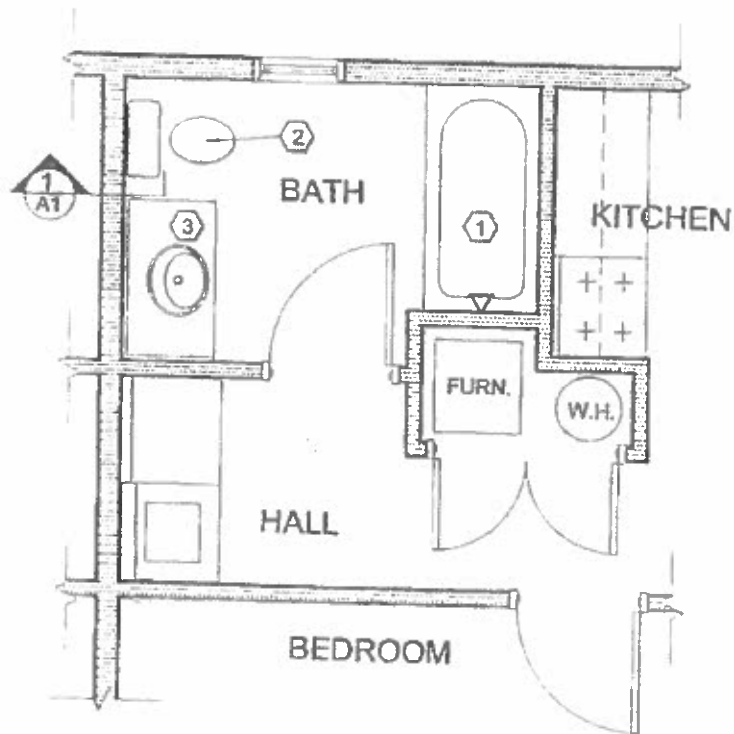
GENERAL NOTES:

1. ASBESTOS ABATEMENT WILL BE ADDRESSED UNDER A SEPARATE CONTRACT
2. LIGHT FIXTURES, SWITCHES, RECEPTACLES AND COVER PLATES TO BE REPLACED AS SELECTED BY OWNER
3. INSTALL GFI RECEPTACLES WERE REQUIRED
4. DOORS AND WINDOWS NOT SCHEDULED ARE EXISTING AND UNCHANGED
5. CONTRACTOR TO REPLACE ALL SHUT-OFF VALVES LOCATED IN THE FURNACE ROOM WITH A BALL TYPE VALVE
6. ALL DISTURBED FINISHES SHALL BE PATCHED AND FINISHED TO MATCH EXISTING
7. ALL PERMITS REQUIRED SHALL BE THE RESPONSIBILITY OF THE AWARDED CONTRACTOR
8. ALL TRASH AND DEBRIS SHALL BE DISPOSED OF IN A CODE LEGAL LANDFILL
9. ALL PATCHING REQUIRED FOR THE INSTALLATION OF FIXTURES AND FLOORS, AS WELL AS PAINTING THE BATHROOMS SHALL BE THE RESPONSIBILITY OF THE AWARDED CONTRACTOR
10. IF, DURING THE COURSE OF CONSTRUCTION, ROTTED WOOD, OR MOLD IS ENCOUNTERED, THE OWNER MUST BE NOTIFIED IMMEDIATELY
11. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING RIGHT OR LEFT DRAIN FIXTURES PRIOR TO PURCHASING SUCH FIXTURES
12. ALTHOUGH NOT SHOWN ON NEW FLOOR PLAN, CONTRACTOR TO INSTALL 2 TOWEL BARS AND A TP ROLL HOLDER IN EACH BATHROOM
13. ALL WALL HUNG FIXTURES (INCLUDING GRAB BARS) SHALL BE INSTALLED WITH THE APPROPRIATE BACKING

KEY NOTES:

1. EXISTING FIBERGLASS TUB & SURROUND
2. EXISTING BACK FLUSH WATER CLOSET
3. EXISTING VANITY AND LAVATORY
4. REMOVE EXISTING WATER CLOSET & DRAIN
5. REMOVE EXISTING TUB/SHOWER SURROUND
6. REMOVE VANITY, LAVATORY AND MIRROR
7. REMOVE DOOR CASING (RETAIN DOOR & FRAME)
8. REMOVE FLOOR COVERING AND WOOD SUB-FLOOR
TO EXPOSE CONCRETE
9. REMOVE GYPSUM BOARD ON WALLS AND CEILINGS
TO EXPOSE STUDS (SEE GENERAL NOTES)
10. NEW "ELJER" 30"X60"X14" WESTLAKE STEEL TUB
OR EQUAL (WHITE IN COLOR)
11. NEW 6X6 CERAMIC TILE SURROUND OVER "HARDI-BACKER"
GROUT AND TILE STYLE & COLOR AS SELECTED (TO CLG)
12. NEW SHOWER/TUB OPERATOR, DELTA MODEL T-14430-LHP, CHROME
W/ROUGH IN THERMOSTATIC VALVE
13. NEW WATER CLOSET "ELJER" TITAN 4, H.C. ACCESSIBLE
VITREOUS CHINA, OR EQUAL (WHITE IN COLOR)
14. NEW WATER CLOSET "ELJER" CALOWAY, VITROUS
CHINA, OR EQUAL (WHITE IN COLOR)
15. NEW "FREEDOM" ACCESSIBLE ROLL IN SHOWER
MODEL #APCSSL2-280225PW OR EQUAL PROVIDE FOLDING SHOWER
SEAT MODEL #APCSSB-280150NW GRAB BARS AND WEIGHTED CURTAIN
16. NEW GRAB BARS (SEE ELEVATION)
17. NEW CULTURED MARBLE TOP WITH INTEGRAL SINK MTD ON AN OPEN
VANITY AS SHOWN ON DETAILS, WITH "DELTA" 540-MPU-DST CHROME
FAUCET PROVIDE ADEQUATE BLOCKING INSULATE H/W AND WASTE
PIPES I.A.W. ADA STANDARDS
18. NEW MIRROR AS SELECTED
19. NEW SHOWER/TUB OPERATOR, DELTA MODEL T-14430-LPH, CHROME
W/ROUGH IN THERMOSTATIC VALVE, HAND HELD SHOWER HEAD AND
GLIDE BAR
20. NEW DOOR CASING TO MATCH EXISTING
21. NEW 1/2" WATER RESISTANT GYPSUM BOARD ON ALL WALLS AND CEILING,
TAPED, TEXTURED, PRIMED AND PAINTED, COLOR AS SELECTED

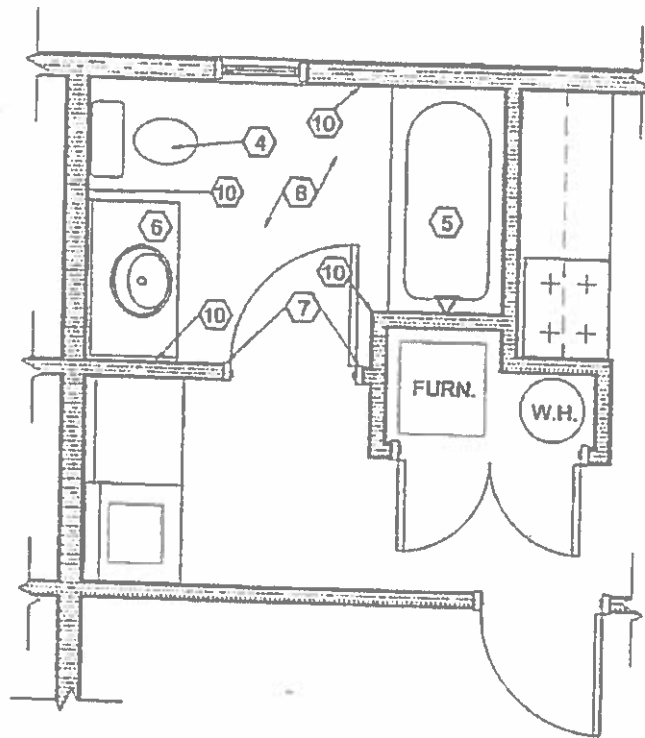
22. 2" INCH CONCRETE TOPPER WITH NEW VCT FLOOR FINISH AS SELECTED
SEE DETAIL
23. NEW "AP" ACCESSIBLE BATHTUB SHOWER MODEL #APTG3260SADA3P
PROVIDE SEAT, GRAB BARS AND CURTAIN
24. NEW 26" VANITY WITH CULTURED MARBLE TOP & INTEGRAL SINK, AND
"DELTA" 540-MPU-DST OPERATOR VALVES
25. NEW 30" VANITY WITH CULTURED MARBLE TP & INTEGRAL SINK, AND
"DELTA" 540-MPU-DST OPERATOR VALVES
26. NEW 60" (FIELD VERIFY) VANITY WITH CULTURED MARBLE TOP & INTEGRAL SINK,
"DELTA" 540-MPU-DST OPERATOR VALVES
27. NEW SHOWER OPERATOR, "DELTA" MODEL T-14230-LHP, CHROME
W/ROUGH IN THERMOSTATIC VALVE, HAND HELD SHOWER HEAD AND GLIDE BAR
28. 32"X60" "SWANSTONE" SS-3260 SINGLE THRESHOLD SHOWER FLOOR WHITE
WHITE IN COLOR
29. NEW SHOWER OPERATOR, "DELTA" MODEL T-17230, CHROME W/ROUGH
IN THERMOSTATIC VALVE



EXISTING FLOOR PLAN

H.C. UNITS

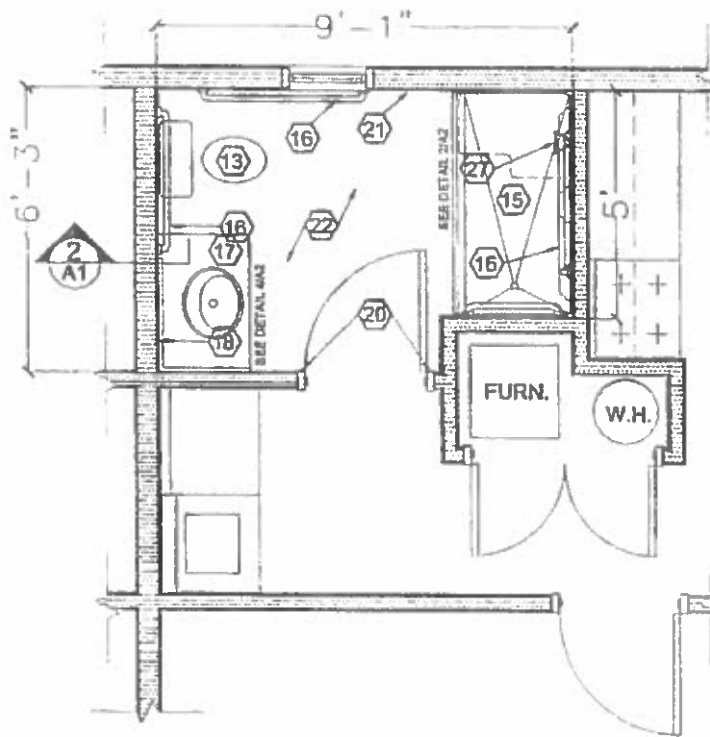
SCALE: 1/4" = 1'-0"



DEMO PLAN

H.C. UNITS

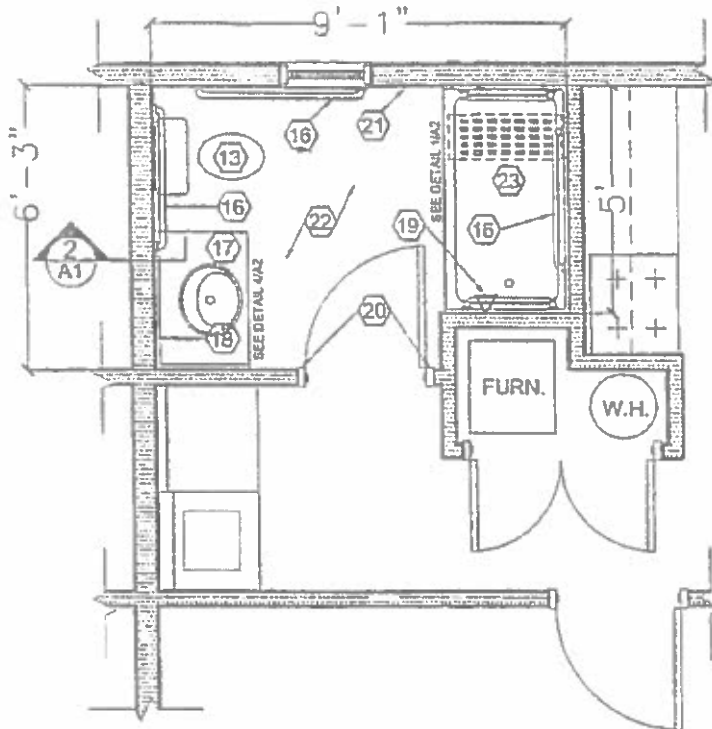
SCALE: 1/4" = 1'-0"



NEW FLOOR PLAN

H.C. UNITS (SHOWER)

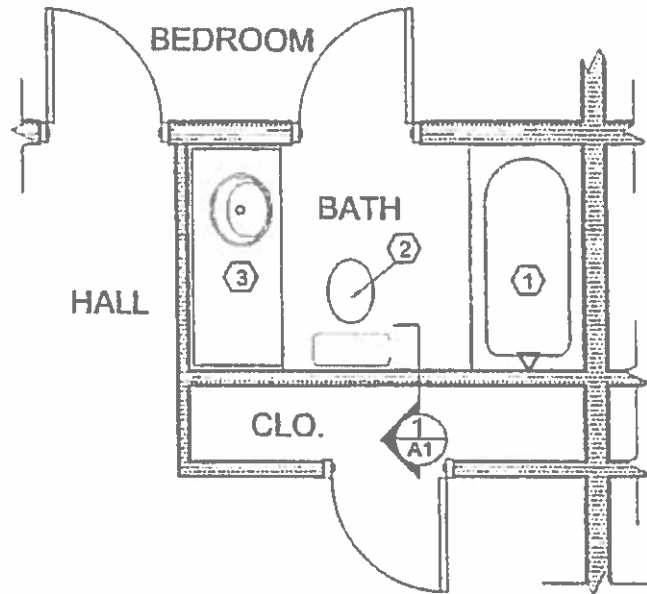
SCALE: 1/4" = 1'-0"



NEW FLOOR PLAN

H.C. UNITS (TUB)

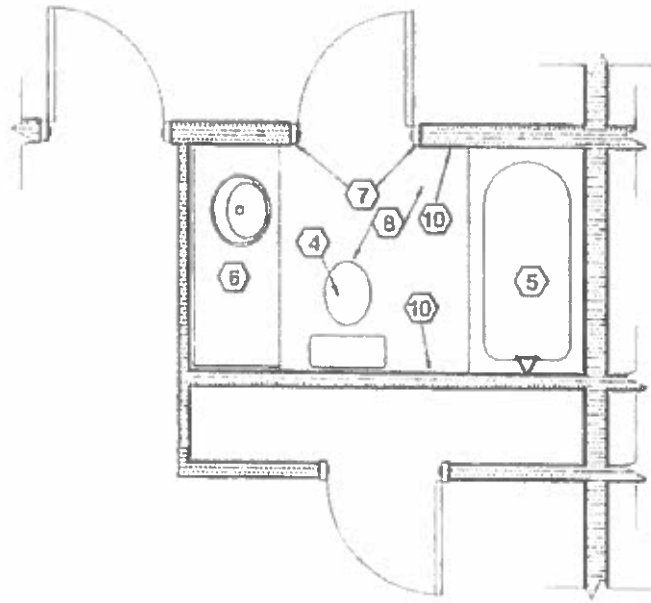
SCALE: 1/4" = 1'-0"



EXISTING FLOOR PLAN

1 BEDROOM UNIT

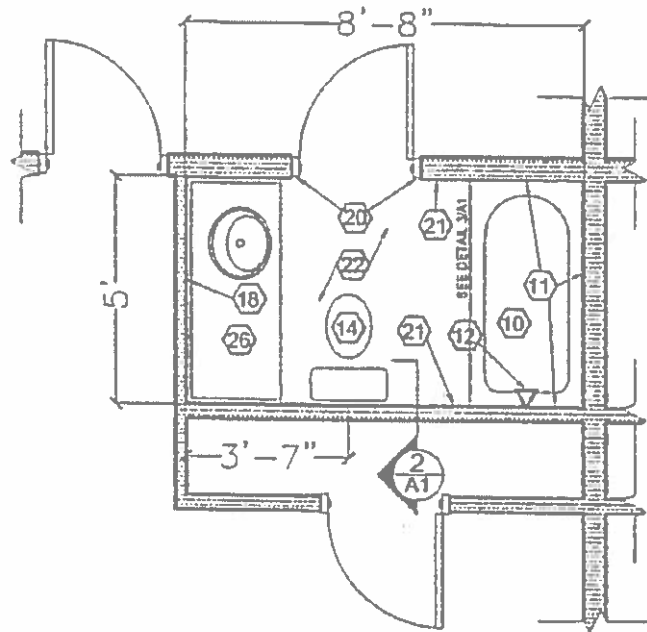
SCALE: 1/4" = 1'-0"



DEMO PLAN

1 BEDROOM UNIT

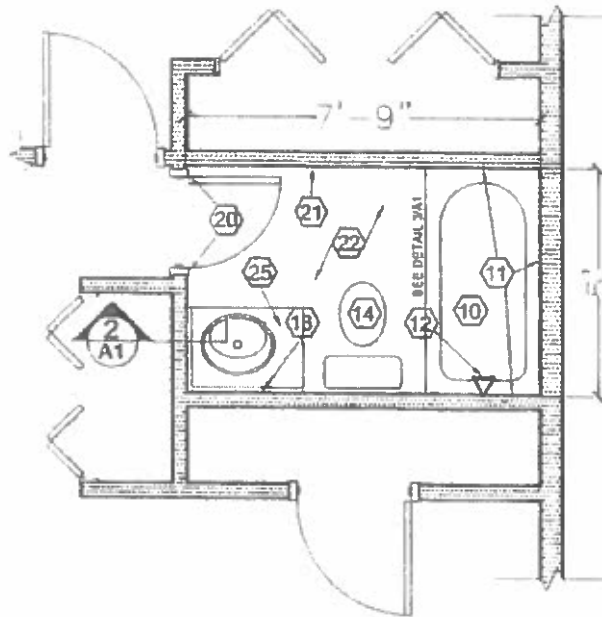
SCALE: 1/4" = 1'-0"



NEW FLOOR PLAN

1 BEDROOM UNIT

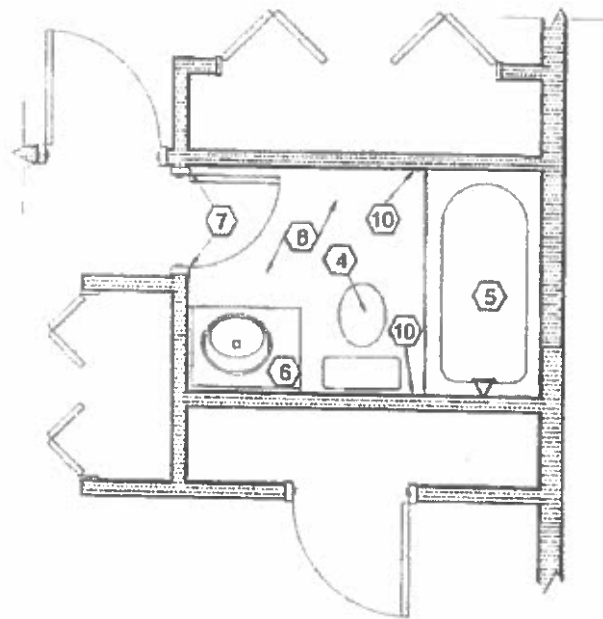
SCALE: 1/4" = 1'-0"



NEW FLOOR PLAN

2 BEDROOM UNIT

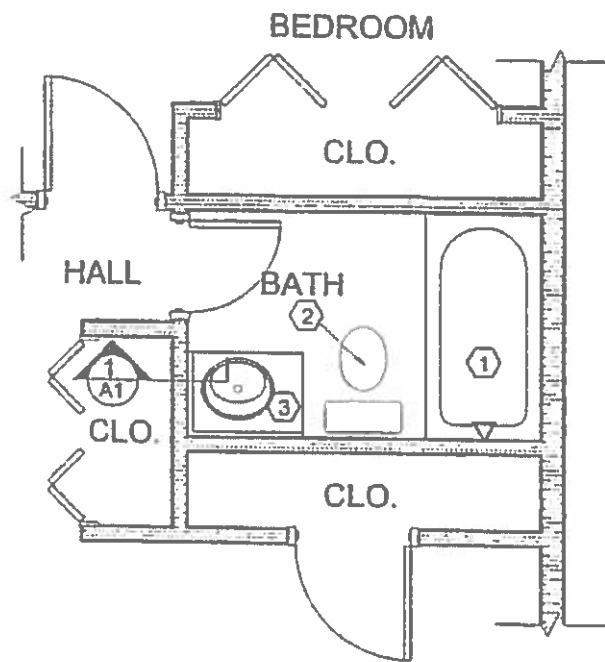
SCALE: 1/4" = 1'-0"



DEMO PLAN

2 BEDROOM UNIT

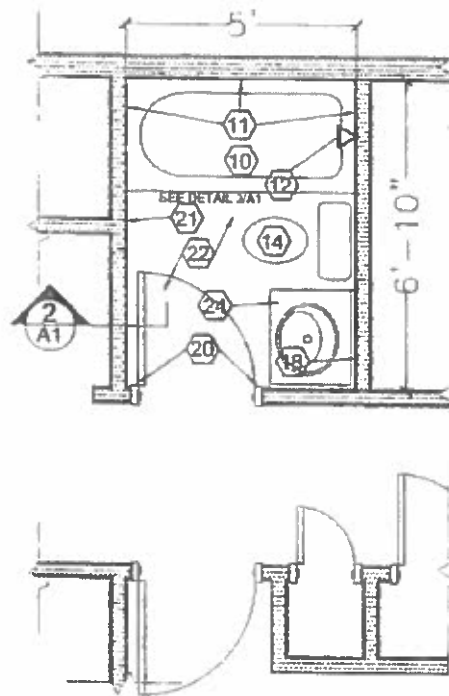
SCALE: 1/4" = 1'-0"



EXISTING FLOOR PLAN

2 BEDROOM UNIT

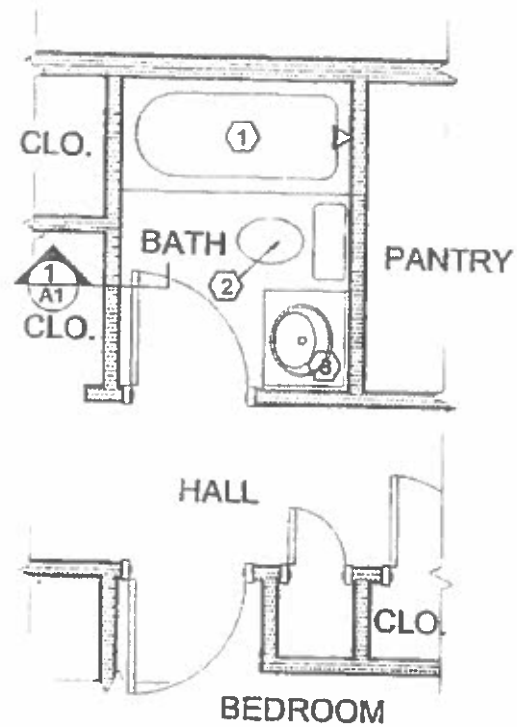
SCALE: 1/4" = 1'-0"



NEW FLOOR PLAN

3 BEDROOM UNIT

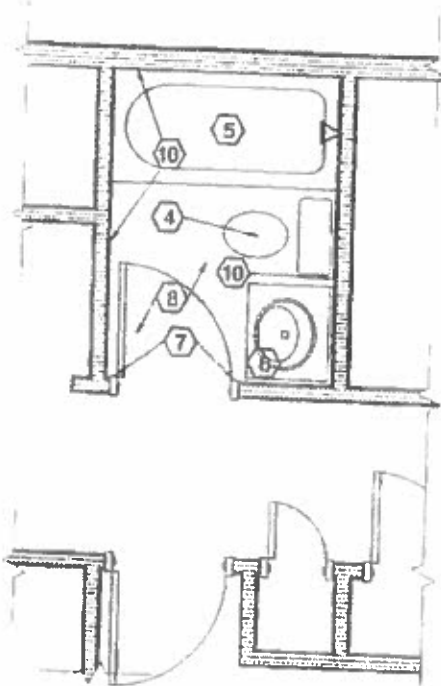
SCALE: 1/4" = 1'-0"



EXISTING FLOOR PLAN

3 BEDROOM UNIT

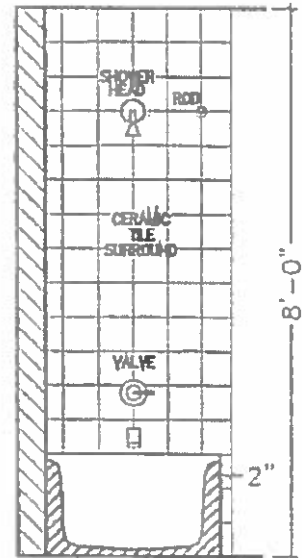
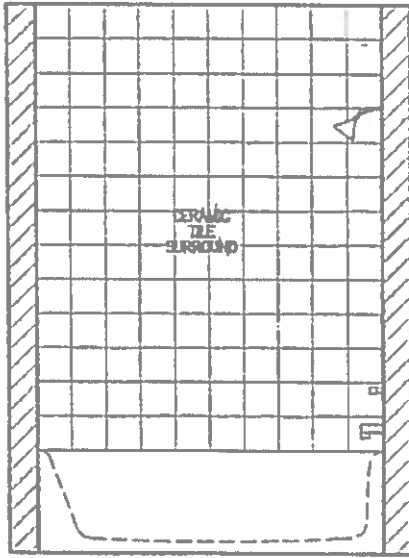
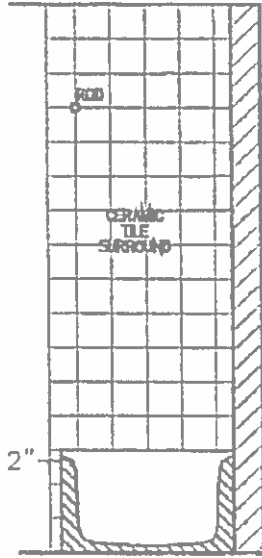
SCALE: 1/4" = 1'-0"



DEMO PLAN

3 BEDROOM UNIT

SCALE: 1/4" = 1'-0"

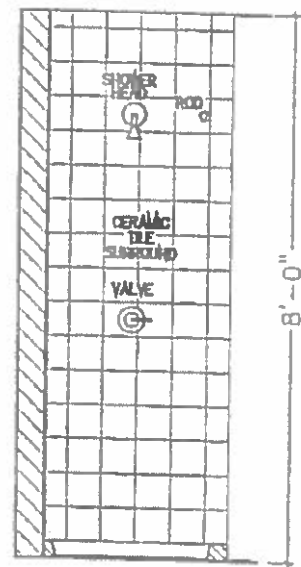
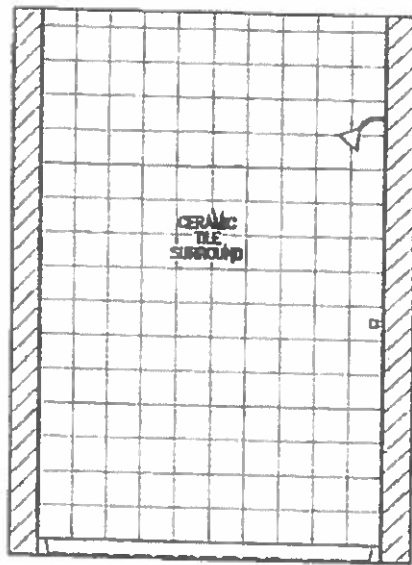


3
A1

TUB ELEVATION

SCALE: 3/8" = 1'-0"

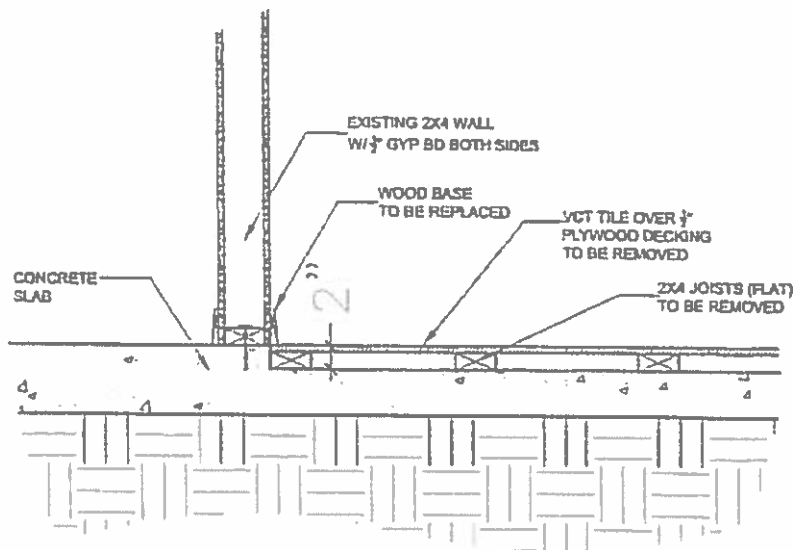




3
A2

SHOWER ELEVATION

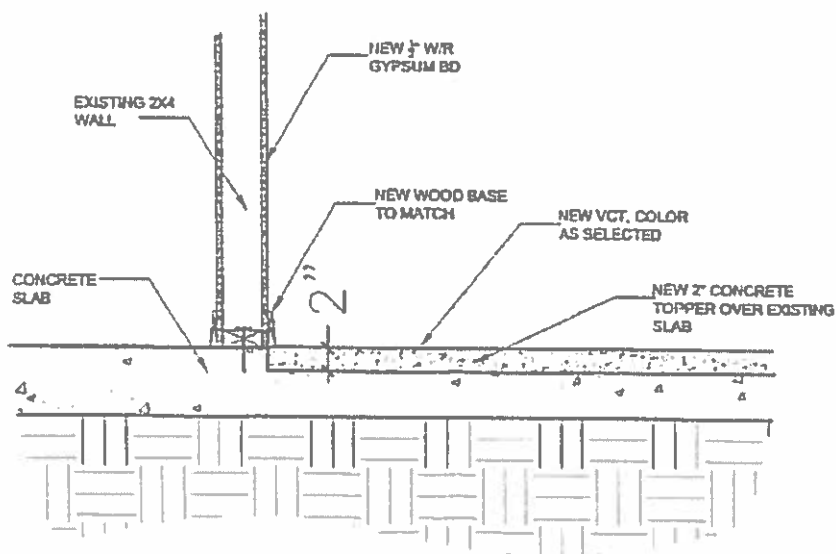
SCALE: 3/8" = 1'-0"



1
A1

SECTION

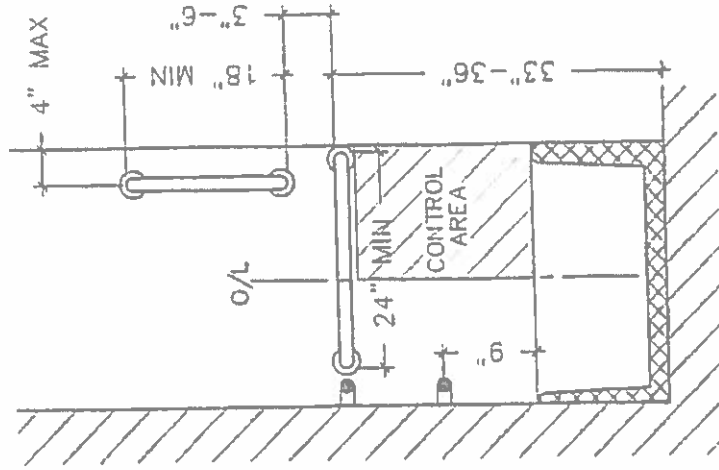
SCALE: 3/4" = 1'-0"



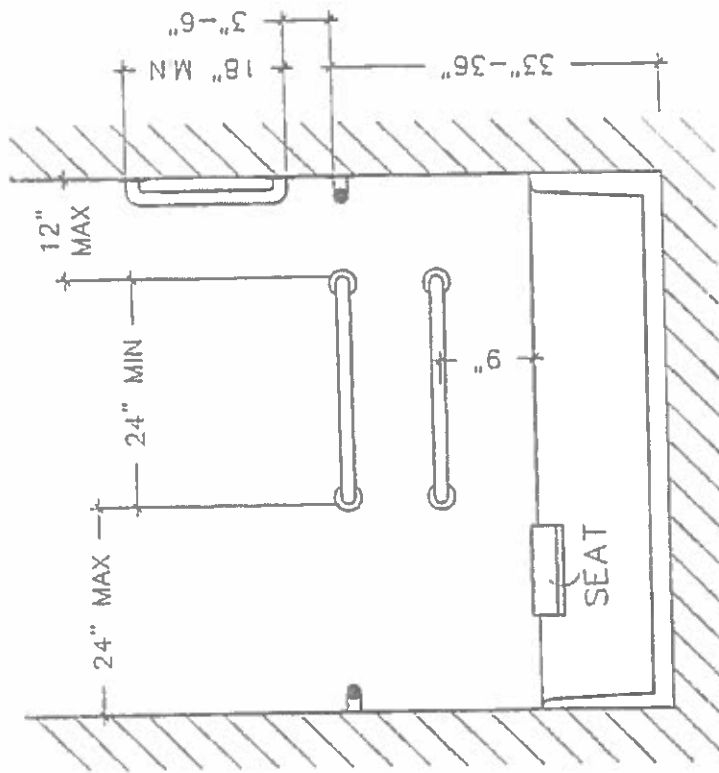
2
A1

SECTION

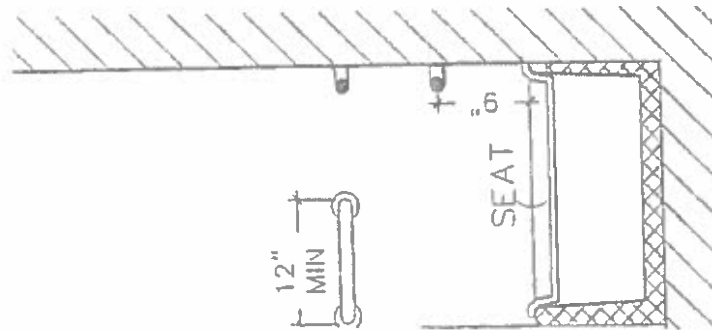
SCALE: 3/4" = 1'-0"



ENDWALL



BACK

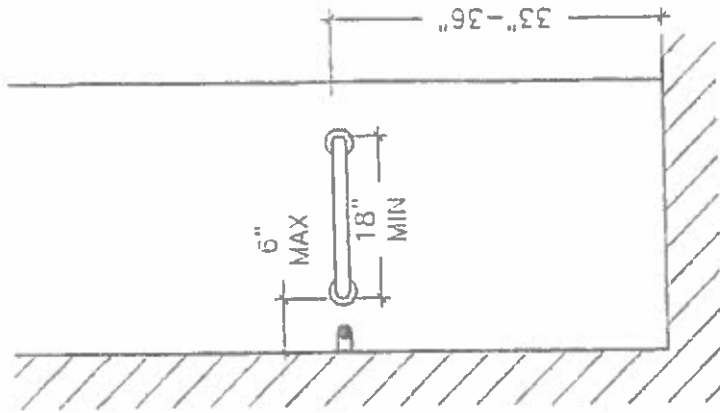


HEADWALL

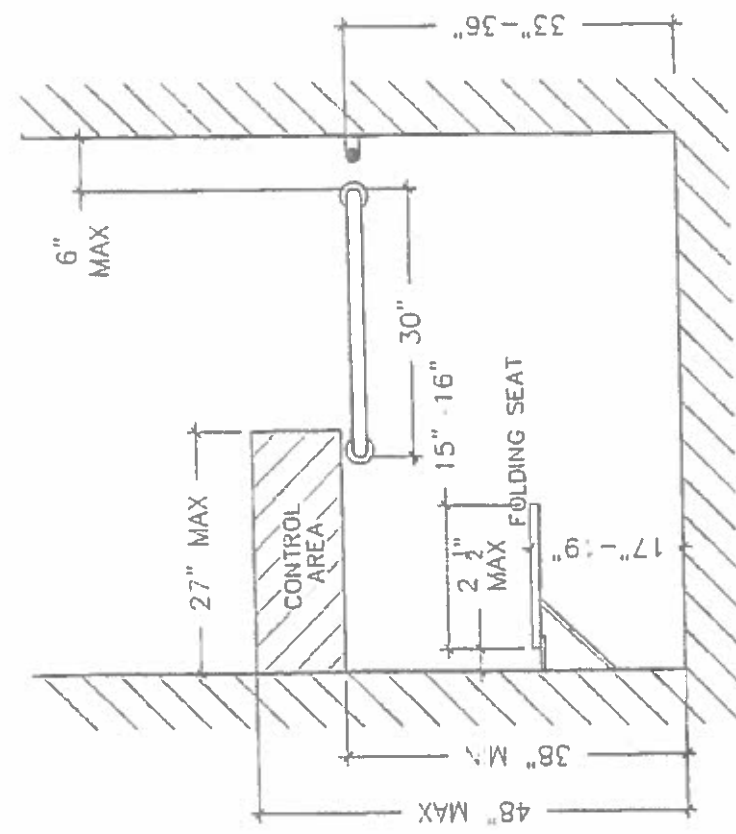
H.C. TUB DETAIL

1
A2

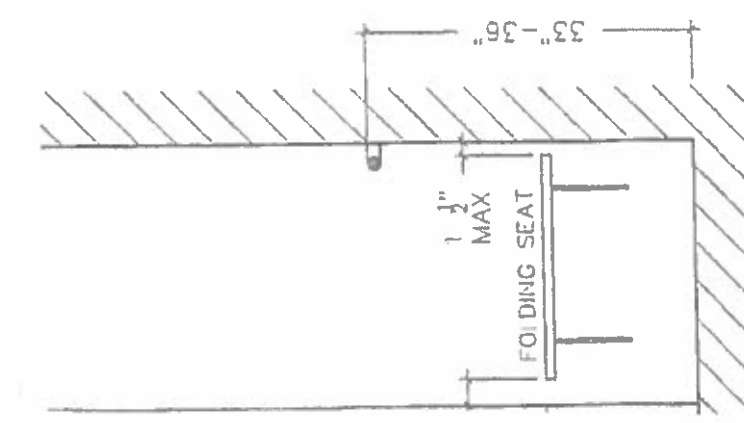
N.T.S.



ENDWALL



BACK

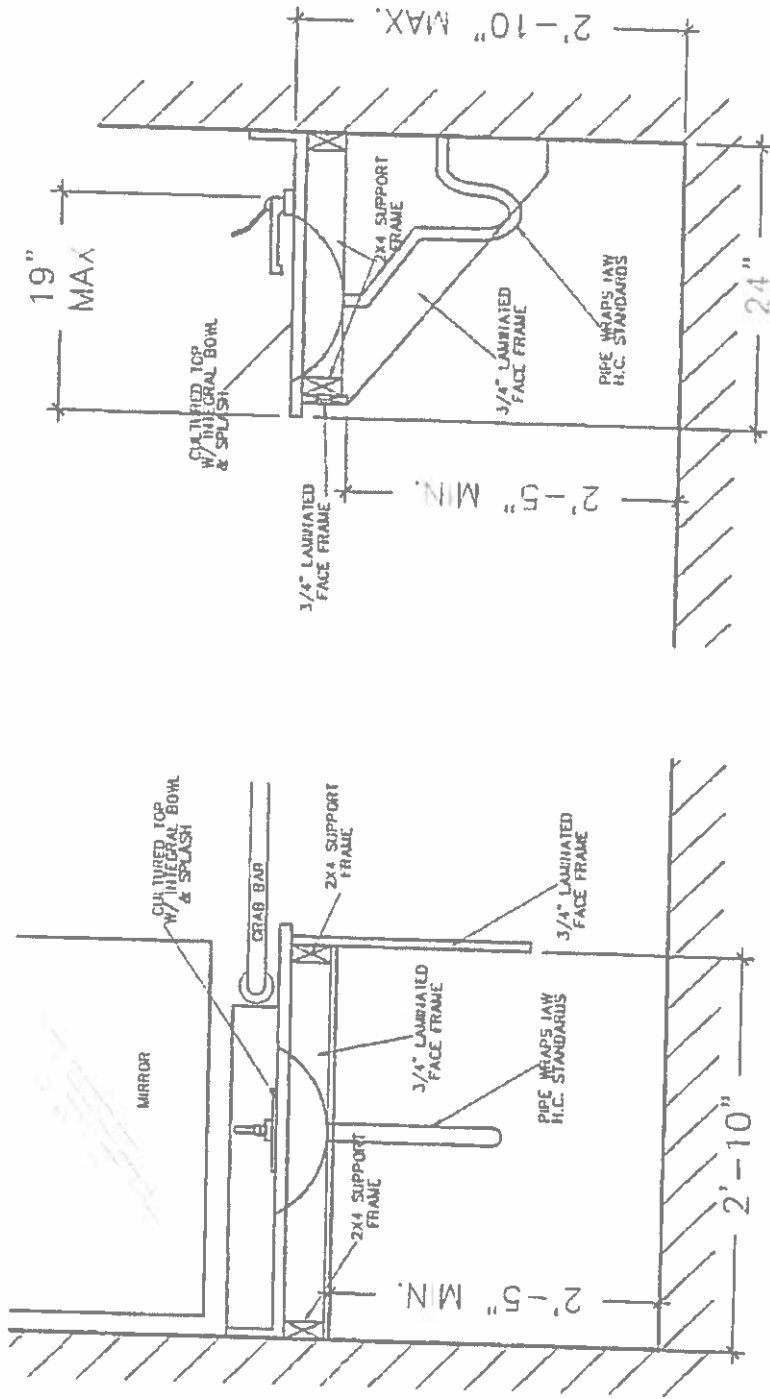


HEADWALL

H.C. SHOWER DETAIL

2
A2

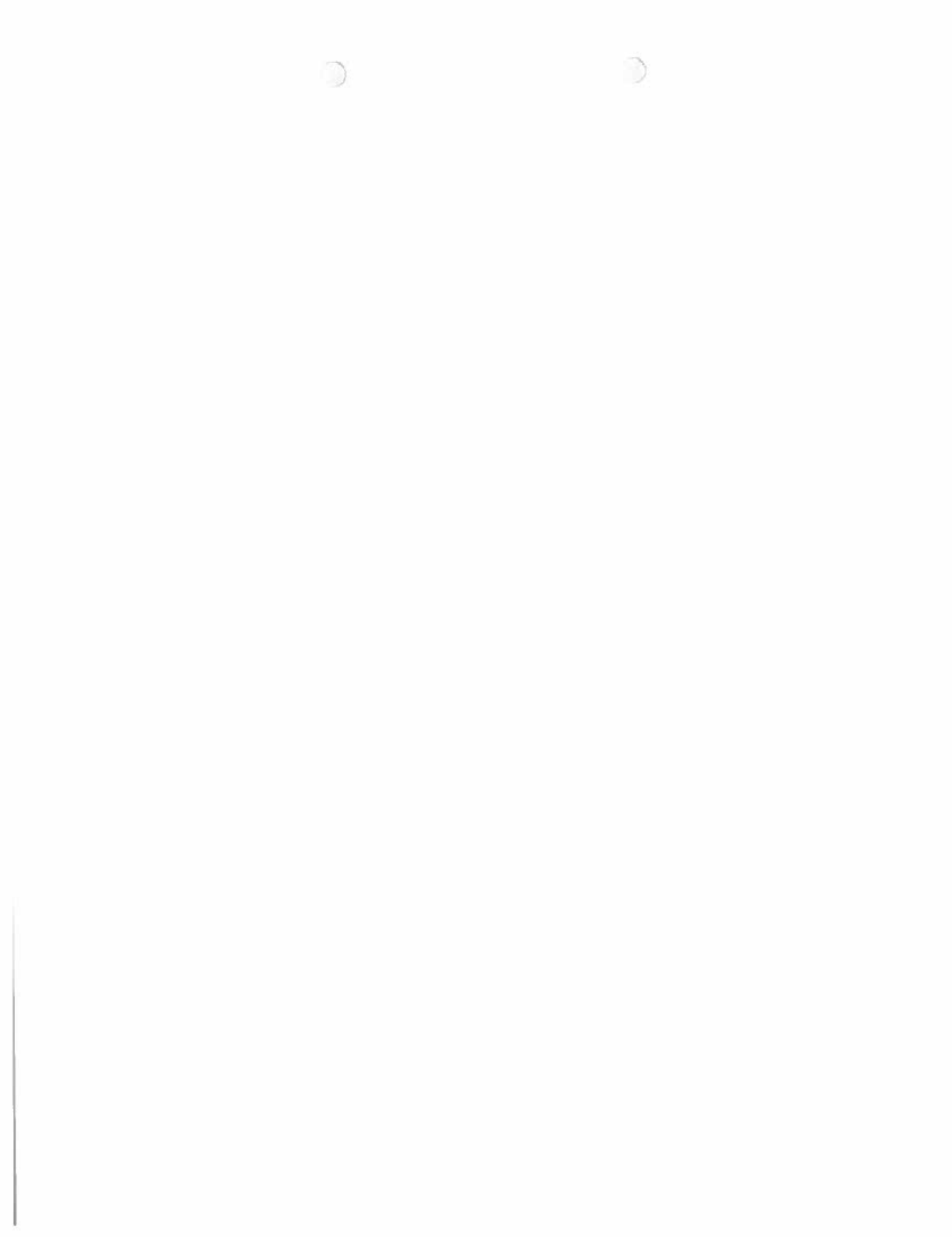
N.T.S.

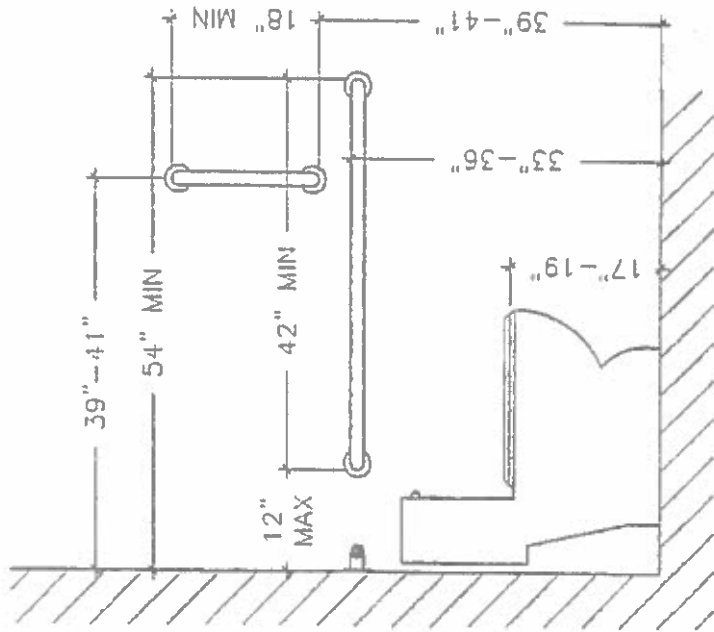


H.C. LAVATORY DETAIL

4
A2

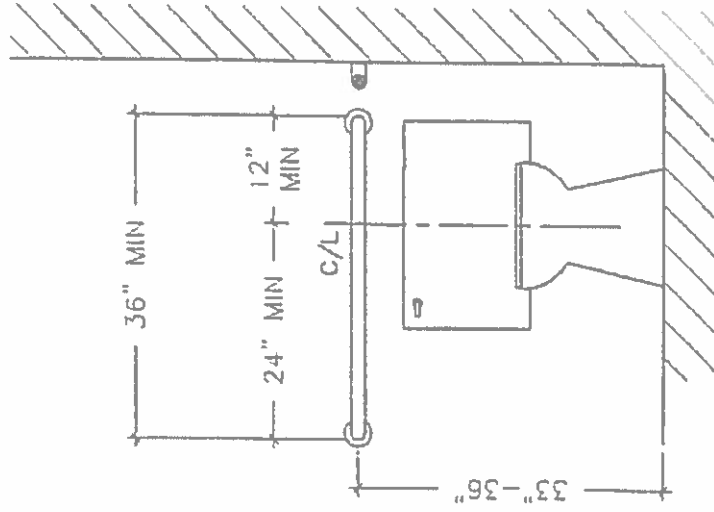
SCALE: 3/4" = 1'-0"





W.C. ELEVATION

N.T.S.



W.C. ELEVATION

N.T.S.

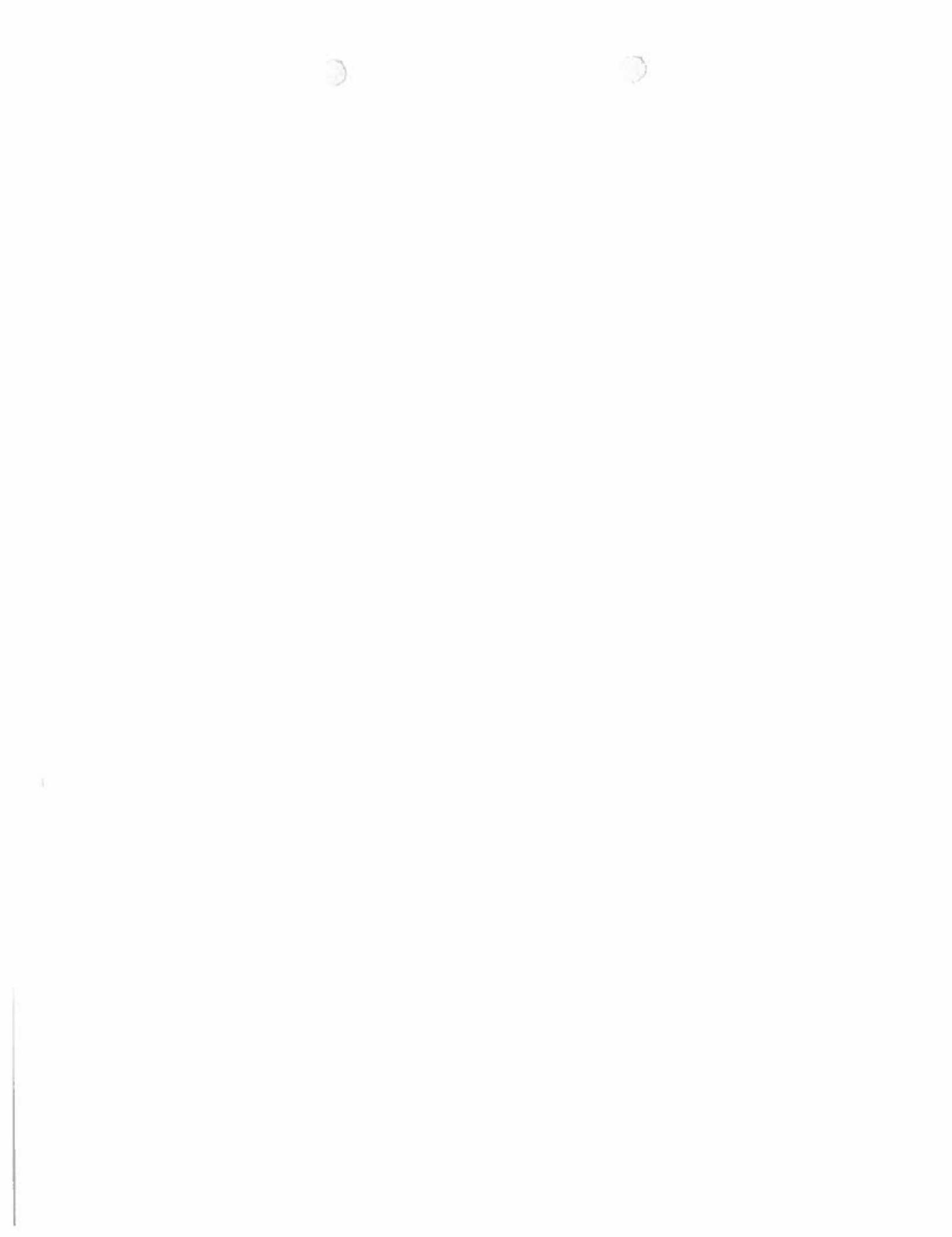


EXHIBIT B

TECHNICAL SPECIFICATIONS AS LISTED IN PLAN SET

EXHIBIT C

LABOR AND MATERIAL PAYMENT BOND

EXHIBIT D

PERFORMANCE BOND

EXHIBIT E

ASSIGNMENT OF ANTITRUST CLAIMS

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

FIRM NAME & ADDRESS:

**SOL SYSTEM BUILDERS
3123 SAN SAULO RD SE
ALBUQUERQUE, NM 87105**

**PROJECT: Renovations for Public
Housing Units**

PHONE NO:

505-321-3910

PROJECT NO:

2016-0229-HD/RM

SOL SYSTEM BUILDERS, LLC

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

FIRM: **SOL SYSTEM BUILDERS, LLC**

BY: 

Signed by individual empowered to obligate Suppliers,
Subcontractors or Sub-Subcontractors

TITLE: **MANAGING MEMBER**

EXHIBIT F
CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT G

NOTICE OF CONTRACT AWARD

TO: Manuel Ruiz, Sol Systems Builders, LLC

FROM: Victor Gonzales, Public Works Department

CONTRACT NO. 2016-0229-HD/RM

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

Project Name: Renovations for Public Housing Units

Date of Award: April 1, 2016

Amount of Award: \$155,700.00

Contractor Information:

Firm Name: SOL SYSTEMS BUILDERS, LLC License# 373102

Address: 3123 San Saulo Road SE, Albuquerque, NM 87105

Phone: 505-321-3910

It is anticipated that construction will take place:

Approximate Starting Date: 5/21/16 **Approximate Completion Date:** 9/25/16

Santa Fe County hereby accepts your offer on the solicitation No. 2016-0229-HD/RM 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 Housing Director or designee: Ron Pacheco
(Print Name)

[Signature] 4/6/16
Signature

EXHIBIT H

NOTICE TO PROCEED

TO:

DATE:

PROJECT:

ATTN:

PROJECT NO. 2016-0229-HD/RM

CONTRACT NO. 2016-0229-HD/RM

IFB NO. 2016-0229-HD/RM

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 _____, 2016, unless modified by Change Order.

It is essential that you make reference to the above-stated project number on all documents sent to the Project Manager 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 Project Manager 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:

PROJECT MANAGER

PROJECT NO: 2016-0229-HD/RM

Contractor Telephone:
Contractor e-mail:

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 PROJECT MANAGER.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The Original Contract Sum was	
Net change by previously authorized Change Orders	\$0.00
The Contract Sum prior to this Change Order was he Contract Sum will be increased/decreased/unchanged	
by this Change Order in the amount of	\$0.00
The new contract Sum including this Change Order will be	\$0.00
The Contract Time will be increased/decreased/unchanged by ___ 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: _____

APPROVED

SANTA FE COUNTY

By: _____

Date: _____

EXHIBIT J

CERTIFICATE OF SUBSTANTIAL COMPLETION

SANTA FE COUNTY – Housing Department

Housing Director or designee (name): _____

CONTRACTOR: _____

Contractor Purchase Order Number: _____

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 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 Project Manager.

Contractor

Signature

Print Name

Date

Accepted by Santa Fe County

Signature (Housing Director or Designee)

Print Name

Date

Inspected/Concurrence Project Manager

Signature

Print Name

Date

PUNCH LIST

A list of items (Punch List) to be completed or corrected, verified by the Project Manager 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 Housing 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 Housing (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)

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders Public and Indian Housing Programs

Table of Contents

Clause	Page
1. Certificate of Independent Price Determination	1
2. Contingent Fee Representation and Agreement	1
3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	1
4. Organizational Conflicts of Interest Certification	2
5. Bidder's Certification of Eligibility	2
6. Minimum Bid Acceptance Period	2
7. Small, Minority, Women-Owned Business Concern Representation	2
8. Indian Owned Economic Enterprise and Indian Organization Representation	2
9. Certification of Eligibility Under the Davis-Bacon Act	3
10. Certification of Nonsegregated Facilities	3
11. Clean Air and Water Certification	3
12. Previous Participation Certificate	3
13. Bidder's Signature	3

1. Certificate of Independent Price Determination

(a) The bidder certifies that—

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory—

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

MANUEL RUIZ - MANAGING MEMBER insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization;

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)(2) above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" ~~is~~ ^{MR} is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [] has, ~~MR~~ has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, ~~MR~~ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
 - (b) Impair the bidder's objectivity in performing the contract work.
- ☒ In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) ☒ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) ☐ is, ☒ is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) ☒ is, ☐ is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|--|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input checked="" type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) ☐ is, ☒ is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) ☐ is, ☒ is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [X] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate"

[X] is, [] is not included with the bid.

13. Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Manuel Ruiz 3-29-16
(Signature and Date)

MANUEL RUIZ
(Typed or Printed Name)

MANAGING MEMBER
(Title)

SGL SYSTEMS BUILDERS, LLC
(Company Name)

(Company Address)

3123 SAN SAULO RD. SE
ALBUQUERQUE, NM 87105