

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and AFC, LLC, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall perform the following work:

- (1.) Acequia Trail Fence Restoration on PNM trail easement related to and caused by July 23, 2018 storm event ("Exhibit A" attached hereto and incorporated herein) intersections and System & Extender loops.
- (2.) The services were procured and will be performed in conformance with state price agreement SP 80-000-18-00039 ("Exhibit B" attached and hereto incorporated herein).

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed BASED UPON ACCEPTED PROJECT DELIVERABLES such compensation not to exceed (\$34,007.00), including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (34,007.00) as shown in Exhibit C. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **March 29, 2019** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**

A. **Termination.** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. ***THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.***

B **Termination Management.** Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

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

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this

Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

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

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil

and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

20. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit.
Employers liability: \$100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.

- b. Property damage or combined single limit coverage: \$1,000,000.
- c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
- d. Umbrella: \$1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

21. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

24. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

25. Notices.

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 City: [Leroy N. Pacheco, PO Box 909, Santa Fe, NM 87504-0909 and
lnpacheco@santafenm.gov].

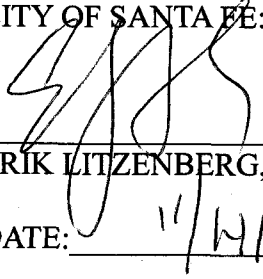
To the Contractor: [George Martinez, AFC, LLC 3807 Academy Parkway N NE,
Albuquerque, NM 87109 and george@abqfence.com].

26. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:


ERIK LITZENBERG, CITY MANAGER

DATE: 11/14/18

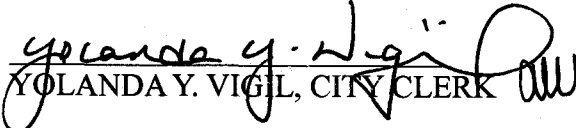
CONTRACTOR:
AFC, LLC


GEORGE MARTINEZ, PRESIDENT

DATE: 11.14.2018
CRS# 02-213492001

Registration #18-00154154

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

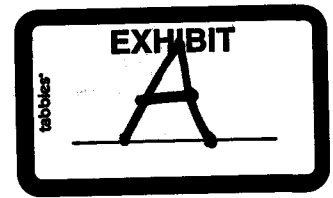

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:


MARY MCCOY, FINANCE DIRECTOR

426002.572970.18197507
Business Unit Line Item

AFC LLC



ALBUQUERQUE FENCE CO.

3807 Academy Parkway North NE

Albuquerque NM 87109

505-898-3696 facsimile 505-344-8342

George@abqfence.com

NM License#91874

Date: October 12, 2018

City of Santa Fe

Project title: **Acequia Fence Restoration**

Submittal information:

7' Chainlink Fence:

Chainlink fence to be 72" in finished height.

Chainlink fabric will conform to FS RR-F-191.

Chainlink fabric will be of 9 gauge galvanized and will be woven in a two-inch mesh. Selvages will be barbed at the bottom and top. Chainlink fabric will be fastened to top and bottom tension wire by means of 9 gauge hog rings tie wire at no more than 12" on center. Chainlink fabric will be fastened to the line posts by means of 9-gauge tie wire at no more than 18" apart.

Chainlink fabric will be fastened to the terminal post by means of a tension bar and tension bands.

Top Rail & Bottom Rail:

Top rail will conform to ASTM-F-1083 (Specifications for pipe-hot dipped zinc coated. Top rail will be of 1 5/8" OD - #40 galvanized. Top rail to be joined by means of a 6" outside sleeve.

Line Posts:

Line Post will conform to ASTM-F-1083 (Specifications for pipe-hot dipped zinc coated)

Line posts will be of 2 3/8" OD DQ - #40 galvanized. Line posts will be of sufficient length to accommodate a depth of no less than 36". Line posts will be set at no more than 10'-0" on center maximum. Line posts will weigh no less than 3.11 lbs./ft.

Post Caps:

Loop caps will be of pressed steel and hot dipped galvanized. Line post caps to be set at a 45 degree angle to posts. Caps to be for 2 3/8" post and 1 5/8" toprail.

Terminal Posts:

Terminal posts will conform to ASTM-F-1083 (Specifications for pipe-hot dipped zinc coated)

Terminal posts will be of 2 7/8" OD DQ - #40 galvanized and will weigh no less than 4.64 lbs./ft.

Fence Hardware:

All chainlink fence hardware will be of heavy-duty commercial grade, and will be of pressed steel or a heavy-duty malleable commercial grade type and will be heavily galvanized. Hardware will meet ASTM A-153.

Operable Bottom Panel:

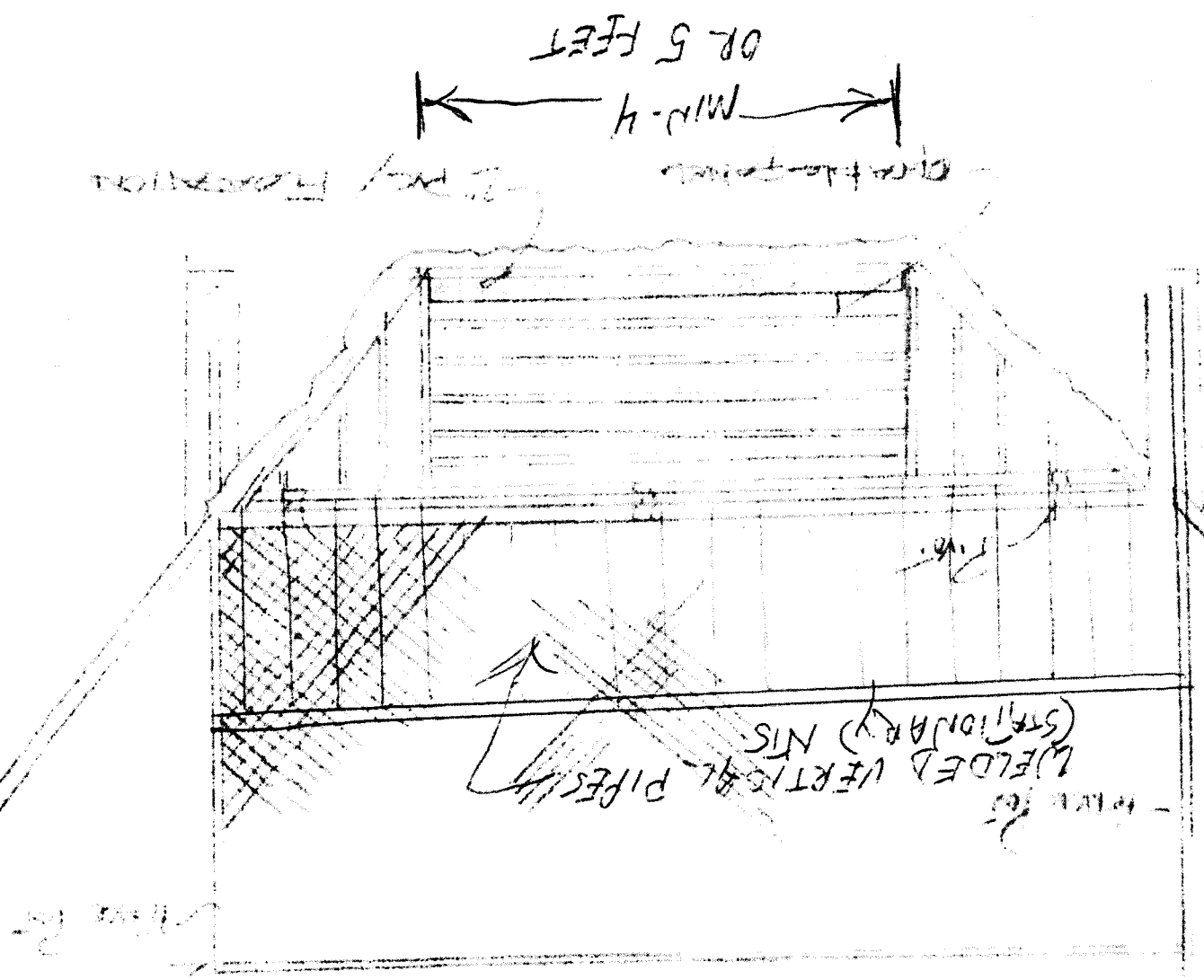
Operable bottom panel to be constructed of 1 5/8" OD Schd #40 galvanized pipe and will be of all welded construction. Horizontal members to be spaced no more than 5" apart but will be installed at an equidistance from the bottom of fence to bottom of operable panel.

Operable panel will be a separate panel from the fence. The panel will hinge at the bottom rail of the fence to allow for 180 degree movement. At the base of the operable panel will be attached a 2" Schd. #40 pvc tube with both end capped for flotation.

Panel will have a provision to allow the panel to be secured / locked if preferred.

RSUB ANIDA 10/16/18 JJ

400 Academy Blvd N1 87109



Abuquerque
SHERIFF
POLICE OFF.

JM LICENSE NO. 91874

P.O. Box 26868

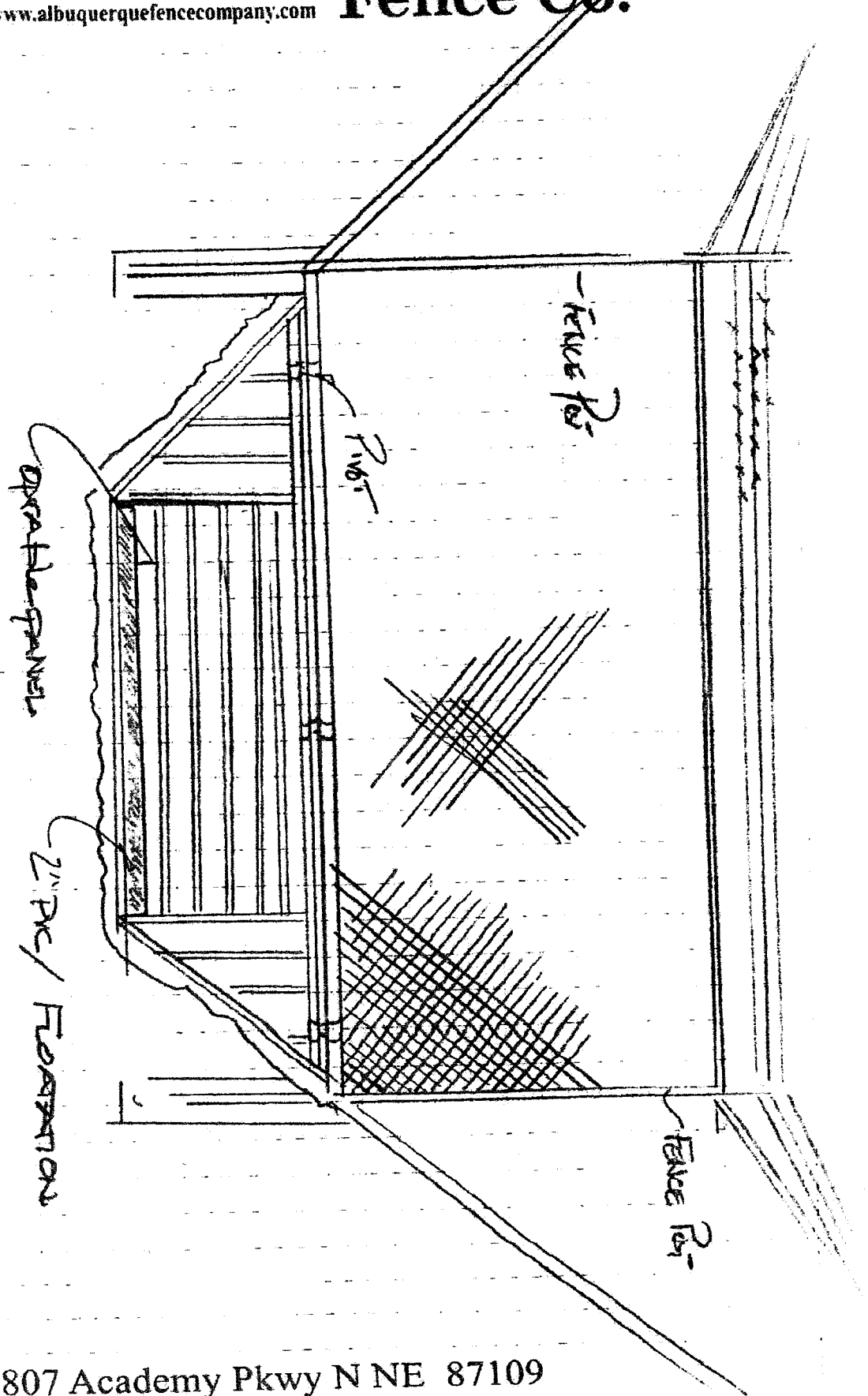
Albuquerque, NM 87125

505) 898-3696 Fax (505) 344-8342 www.albuquerquefencecompany.com

SINCE 1968

Albuquerque

Fence Co.



3807 Academy Pkwy N NE 87109

NM LICENSE NO. 91874

P. O. Box 26868

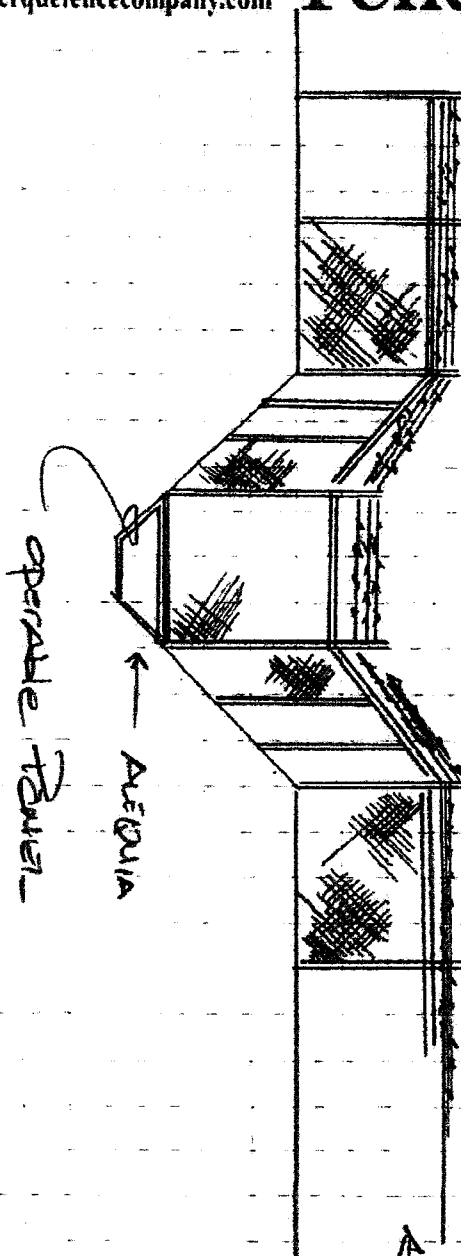
Albuquerque, NM 87125

(505) 898-3696 Fax (505) 344-8342 www.albuquerquefencecompany.com

SINCE 1968

Albuquerque

Fence Co.



← CHAIN LINK
TO MATCH EXISTING

3807 Academy Pkwy N NE 87109

SSS-415: Fence and Gate Construction Standards**1.0 GENERAL INFORMATION**

The Contractor shall provide all labor, tools, equipment and material necessary to install the ~~8'-0"~~ chain link fencing with three strands of barbed wire and gates enclosing the substation as shown on the drawings and as specified in the following:

2.0 STANDARDS**2.1 Workmanship**

All fence components shall be free from pits, excessive roughness, blisters, loose rust and mill scale, cracks, and seams to an extent that would be detrimental to the intended end use. Coated surfaces shall be free from uncoated areas except ends of wires on selvage. All fencing components, except barbed wire and barb selvage of fabric, shall be free from sharp edges.

2.2 Fence and Gate Construction

Line, terminal, gate support posts shall be Grade "A" Schedule 40 standard weight and shall meet or exceed guidelines for the American Society for Testing and Materials (ASTM) Standares-A120. Steel pipe other than ASTM A120 (Schedule 40 standard weight) shall meet the outside dimensions and minimum wall thickness required and shall have minimum yield strength of 50,000 psi.

Grade "A" pipe shall be hot-dipped zinc coated inside and out with an average weight of not less than 1.8 ounces of zinc per square foot of coated surface area.

Lines Posts - Size of pipe shall be 2 inch diameter, Schedule 40, with OD being 2-3/8" and a minimum wall thickness of 0.130". Line posts shall be spaced 10 feet apart.

Terminal Posts (End and Corner Posts) - Posts shall be 3-1/2", Schedule 40 pipe with OD being 4" and a minimum wall thickness of 0.226".

Gate Support Posts - Posts shall be 6 inch, Schedule 40 pipe with OD being 6-5/8" and a minimum wall thickness of 0.280".

Corner and gates posts shall be installed within a tolerance of ± 1 inch and shall be plumb within a tolerance of $\pm \frac{1}{4}$ inch.

PNM STATION STANDARDS COMMITTEE MANUAL

DOC. DATE: 02/13/06

DOCUMENT NAME: Fences and Gates Construction Standards

DOC. NO: SSS-415

WRITTEN BY: Gene Wolf

FOR INFO. CONTACT: Chairman, Station Standards Committee

AUTH. SIGNATURE:

REPLACES: 05/31/03

All terminal and gateposts shall be furnished with horizontal braces and shall be 1-1/4 inch, Schedule 40 pipe, (1.66" OD).

Top Rail Connectors and Braces and all other steel material, unless otherwise specified, shall be hot dip zinc-coated on all surfaces with an average weight of not less than 1.8 ounces of zinc per square foot of coated surface area. Fittings shall be malleable iron or pressed steel.

Fabric - The chain link fence fabric shall be helically woven into a 2 inch diamond mesh using #9 gauge wire. Fabric shall have standard finish with twisted and barbed selvage at top and bottom. Fabric shall have a height of 8 feet.

Unless otherwise specified the minimum weight of coating on the wire shall be 1.2 ounces of zinc per square foot of coated surface area when determined in accordance with ASTM A-90.

Ties shall be galvanized steel, zinc-coated steel or aluminum wires. For line posts, furnish one tie to every foot of fabric height. For tension sires and braces, furnish ties approximately 24" apart.

Barbed wire shall consist of three funs of zinc-coated steel barbed wire running the entire length of the fence above the fabric and gates. Each wire shall be two strands of 12-1/2 gauge wire with four point barbs spaced approximately 3" apart. Barbed wire shall be supported on the line posts by means of galvanized or zinc-coated malleable iron tops with pressed steel extension arms at an angle of 45° to the outside of fenced area unless otherwise specified.

Tension wire consisting of #9 gauge coil spring wire shall be used at the bottom of the fence fabric. A 1-1/2 inch, Schedule 40 (1.66" OD) pipe shall be used for the top rail of the fence.

Gates shall have a 1-1/2 inch, Schedule 40 (1.90" OD) pipe frame. Grate frames shall be of welded construction or shall be assembled using fittings. When fittings are used as the construction method for gate frames, the frames shall be fitted with 5/16-inch, minimum diameter truss rods. The frames shall be galvanized or be zinc-coated by the hot dip or metal spray method after fabrication. When frames are not galvanized or zinc-coated after fabrication the welds shall be coated with a zinc rich paint. All gates shall be constructed so that one person may operate them.

Barbed Wire Top - Barbed wire top is specified, the end members of gate frame shall extend 1 foot above the top horizontal section of the gate frame. Three strands of barbed wire uniformly spaced and shall be attached by bands, clips, or eyebolts.

PNM STATION STANDARDS COMMITTEE MANUAL

DOC. DATE: 02/13/06

DOCUMENT NAME: Fences and Gates Construction Standards

DOC. NO: SSS-415

WRITTEN BY: Gene Wolf

FOR INFO. CONTACT: Chairman, Station Standards Committee

AUTH. SIGNATURE:

REPLACES: 05/31/03

Single Gate Latches - Single gate latches shall be fork type, gravity drop bar type with positive locking features, or plunger bar type of full gate height.

Double Gate Latches - Latches for double gates shall be fork type latch with center drop rod, or plunger bar type of full gate height arranged to engage locking devices shall be constructed so that the center drop rod or plunger bar cannot be raised when locked.

Gate Hinges - Gate hinges shall be of adequate strength for the gate, and shall have large bearing surfaces for clamping or bolting in position. Hinge action shall be such that gates may be easily opened and closed by one person. Hinges shall provide for full 180° swing of gate leaf.

Stops - Center gate stop shall be provided for all double gates and shall be suitable for setting in concrete or with anchors for the center drop rod or plunger.

Keepers - Keepers shall be provided for each gate leaf over 5 feet wide. Gate keepers shall consist of a mechanical device for securing the free end of the gate when in full open position.

END

Seed Mix - provided by Granite Seed

Species	PLS Lbs/ acre
"Paloma" Indian Ricegrass (<i>Oryzopsis hymenoides</i> Hilaria Jamesii)	5.0
"Viva" Galleta Grass (<i>Hilaria jamesii</i>)	1.0
"Niner" Side oats grama (<i>Bouteloua curtipendula</i>)	3.0
"Hatchita" Blue grama (<i>Bouteloua gracilis</i>)	1.0
Sand dropseed (NM Region) <i>Sporobolus cryptandrus</i>	1.0
Fourwing saltbrush (NM Regions (<i>Atriplex canescens</i>)	1.0
Total:	12.0

From: Jill Garcia <jill@abqfence.com>

Sent: Thursday, October 11, 2018 12:19 PM

To: PACHECO, LEROY N. <lpacheco@ci.santa-fe.nm.us>

Cc: George Martinez <george@abqfence.com>; Yvonne Garcia <yvonne@abqfence.com>; Sharon.Brown@pnmresources.com

Subject: Re: Fence / Dirtwork

Hi Leroy,

George asked me to send over this revised estimate showing you the itemized breakdown of each task. Let us know if you need anything else! Have a great day

On Thu, Oct 11, 2018 at 9:51 AM PACHECO, LEROY N. <lpacheco@ci.santa-fe.nm.us> wrote:



State of New Mexico
General Services Department
Statewide Price Agreement

GSD/PD (Rev. 3/17/14)



Awarded Vendors
5 Awarded Vendors (see page 6)

Price Agreement Number: 80-000-18-00039

Payment Terms: Net 30

F.O.B.: Destination

Delivery: As Requested

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

Procurement Specialist: Clarke J. Fountain

Telephone No.: (505) 827-0487

Invoice:
As Requested

Title: Fencing Materials and/or Installation

Term: March 30, 2018 – March 29, 2019

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

Accepted for the State of New Mexico


New Mexico State Purchasing Agent

Date: 03/29/2018

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 80-000-18-00039

Page-2

Terms and Conditions
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor,

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such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. Non-Collusion: In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. Nondiscrimination: Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

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

15. Items: All bid items are to be NEW and of most current production, unless otherwise specified.

16. Payment for Purchases: Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. Workers' Compensation: The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. Submission of Bid: Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. Contractor Personnel: Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. Subcontracting: The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. Records and Audit: The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. Subcontracts: The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

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New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <http://www.insurennewmexico.state.nm.us/>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico*!

New Mexico Pay Equity Initiative

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

Two copies of the Pay Equity Worksheet shall be submitted prior to Award by the prospective Awarded Vendor.

The PE10-249 and PE250 worksheet is available at the following website:

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http://www.generalservices.state.nm.us/statepurchasing/Pay_Equity.aspx
Statewide Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term

The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page I. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination

The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Indemnity Clause

Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party

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to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.
Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance of Orders

Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule

Prices as listed in the price schedule hereto attached are firm.

Awarded Vendors:

(AA) 0000050728

AFC, LLC

Albuquerque Fence Co.

3807 Academy Parkway, North NE

Albuquerque, NM 87109

(505) 898-3696

(AB) 0000054618

American Fence Co. of NM, Inc.

9634 2nd St. NW

Albuquerque, NM 87114

(505) 897-3103

(AC) 0000057596

Apache Construction Company Inc.

dba Valley Fence Company

P.O. Box 12312

Albuquerque, NM 87195-0312

(505) 877-1155

(AD) 0000113804

Interwest Safety Supply

P.O Box 31

Provo, UT 84603

(505) 797-2300

(AE) 0000108636

Tri West Fence LLC

110 Denny Rd.

Bernalillo, NM 87004

(505) 867-6433

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Specifications:

The State of New Mexico wishes to establish a Statewide Price Agreement to furnish fencing materials, gates and fittings. Also included in this Price Agreement will be to provide labor rates for installing new fence and materials and repair of existing fencing within the State. Gate operators with controls and installation of bollards for protection are also included. Any related work to bring in power and controls, set posts in concrete, cut pavement, etc. is included. Wiring for low or high voltage electric fence installations are not included. In general, subcontracts are allowable with prior written agency permission. Related subcontracting for concrete testing, Architect/Engineer design and electrical for gates and other related work is allowable.

The term of this agreement shall be for one (1) year from date of award with the option to extend for a period (s) of two (2) additional years, on a year-by-year basis, by mutual agreement of all parties and approval of the New Mexico state purchasing director at the same price, terms and conditions. This agreement shall not exceed three (3) years. Per NMSA 1978 Section 13-1-154.1, the cap of one million dollars (\$1,000,000) is effective for every Project. The cap of ten million dollars (\$10,000,000) is effective for each Contractor's contract Price Agreement.

In the best interest of the state, this bid may be awarded to multiple vendors.

Administrative Reporting Fees - Progress and utilization reports shall be provided by the contractor quarterly with the following schedule:

Period End	Report Due
June 30	July 31
Sept. 30	Oct. 31
Dec. 30	Jan. 31
March 30	April 30

The reports shall include the gross revenues for the period subtotaled by item (include description of item) and Procuring Agency name. If no revenue was generated for the period a report shall be filed stating that fact. Reports containing revenue shall be accompanied with a check payable to the State Purchasing Division for an amount equal to one percent (1%) for the gross revenue for the quarter. Failure to file the utilization reports and fees on a timely basis shall constitute grounds for suspension or termination of the Price Agreement for that vendor.

Escalation/Reduction Clause:

In the event of a product cost increase an escalation request will be reviewed by this office on an individual basis. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase verifiable through the manufacturer or supplier. Price decreases as well as increases shall apply. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor. Price increase/decrease will be effective once an amendment is issued against this Price Agreement, from the State Purchasing Division.

General Requirements:

The awarded contractor shall respond to the user agency within twenty four (24) hours to any request involving installation or repair of fencing material to make arrangements to have a crew and materials sent to the work site when available. The Contractor must have installation crews available for installation and/or repair of materials throughout the state of New Mexico.

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The Contractor and their employees agree to cooperate with and abide by any and all rules and regulations set forth by the user agency as not to interfere with the daily operations of the user agency or to jeopardize the health and safety of all employees, and the general public.

Contractor must be licensed, insured, and in compliance with all current applicable federal, state, and local rules, regulations, and codes pertaining to this type of work. The procuring agency shall not be held liable for any accidents or injuries to the Contractor's employees incurred as a result of contractor's employees' negligence while performing services for the user agency.

A potential sub-contractor of the Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation Insurance coverage for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Price Agreement may be cancelled immediately.

For the New Mexico Corrections Department or other secure sites, any security clearances and/or criminal history background checks that may be required for the Contractor and its employees must be obtained prior to commencement of the job. The Corrections Department or the procuring agency reserves the right to deny any employee of the Contractor, access to the property should that employee be in violation of any criteria required for the security clearance.

Any procuring agency reserves the right to escort any or all employees of the Contractor off the property for any inappropriate conduct or actions that jeopardize the safety, security, or well-being of the facility. Should any incidents occur, the State of New Mexico reserves the right to immediately cancel this agreement for that Contractor.

The Contractor, during the delivery, installation or repair of fencing materials shall take all steps necessary to protect any existing property including adjacent or connecting surfaces, buildings, equipment, electrical systems, piping, sidewalks and landscaping from unnecessary damage. Any unnecessary damage to property shall be promptly repaired to the satisfaction of the user agency at the Contractor's expense.

Under the terms and conditions of this Price Agreement all State of New Mexico, Commissions, Institutions, Political Sub-divisions and Local Public Bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder. All orders issued hereunder will bear both an order number and this Price Agreement number. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order issued.

Contractor shall ship in accordance with the instructions of this form. Shipment shall be made only against specific orders which the user may place with the Contractor during the term of this Price Agreement. The Contractor shall enclose a packing list with each shipment listing the order number, Price Agreement number, and commercial part number (if any) for each item.

The Contractor shall ship all products F.O.B. Destination. Except for loss or damage directly attributable to the negligence of a procuring agency, the Contractor shall bear all risk of loss or damage until products have been accepted by the procuring agency. All shipping costs, whether regular or enhanced, shall be prepaid by the Contractor and billed as a separate item at actual cost. The Contractor shall advise the procuring agency of any enhanced delivery charges prior to the acceptance of the purchase order.

Acceptance - In accordance with Section 13-1-158 NMSA 1978, the agency shall determine if the product or services provided meet specifications. No payment shall be made for any products or services until the products or services have been accepted in writing by the procuring agency. Unless otherwise agreed upon between the procuring agency and the Contractor, within fifteen (15) days from the date the procuring agency receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the procuring agency shall issue a written certification of complete or partial acceptance or rejection of the products or services.

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The time period for acceptance of products shall begin at the time of receipt of the final shipment when there are multiple agreement shipments per purchase order. Unless the procuring agency gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

Inspection - Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed, at the vendor's risk and expense, promptly after notice of rejection.

Whenever a procuring agency does not accept any product and returns it to the Contractor, all related documentation furnished by the Contractor shall be returned also. The Contractor shall bear all risk of loss or damage with respect to returned products except for loss or damage directly attributable to the negligence of the procuring agency. Unless otherwise agreed upon by the procuring agency, the Contractor is responsible for the pick-up of returned equipment.

This Price Agreement may be amended by mutual agreement of the State Purchasing Agent and the Contractor upon written notice by either party to the other. As stated in Article VI -Amendment on Page 7 of Terms and Conditions.

Tax Note: Price shall not include state gross receipts tax or local option tax(es). Such tax or taxes shall be added at time of invoicing at current rate, and shown as a separate item to be paid by user.

Important Information - The conditions and specifications sent out in the Invitation to Bid are inseparable and indivisible. Any vendor, by submitting a bid, agrees to be bound by all such conditions or specifications sent out in this Invitation to Bid, and all other documents required to be submitted shall be returned by the vendor in his bid package. Failure to do so or any attempt to vary or change the conditions or specifications of the bid, at the discretion of the state, constitute grounds for rejection of the entire bid.

All quantities are estimated and listed solely for bid purposes only. No guaranteed quantities will be purchased at one time. The State of New Mexico, its agencies and its subsidiaries reserve the right to utilize the Price Agreement in whole or in part and may be increased, decreased or not utilized to accommodate the agency's needs.

Contractor Note -No person shall act as a contractor without a license issued by Construction Industries Division classified to cover the type of work to be undertaken. No bid on a Price Agreement shall be submitted unless the Contractor has a valid license issued by the Construction Industries Division to bid and perform the type of work to be undertaken, 60-13-12, NMSA 1978.

Contractors License No.

Fence material ordered by any Corrections Department will be prison grade fencing material, gates and fittings. Fence material and construction ordered by New Mexico Department of Transportation will have to comply with the NMDOT Standard Specifications for Highway and Bridge Construction 2000 edition, which can be purchased from the General Office store in Santa Fe, NM (505) 827-5209. The Contractor shall comply with all federal and state environments requirements while working in designated waters of the US including but not limited to live streams and arroyos. Environmental clearance should be obtained before undertaking any work in any channel.

Awarded Contractor shall maintain or have access to ample stock of the various products listed in this Price Agreement to support the needs of the agency.

All products supplied and/or installed under this Price Agreement shall be manufactured of the highest quality materials and made in the United States of America. Any brands specified are provided only as a reference to the level of quality desired and do not reflect a preference on the part of the user agency. Unfamiliar products or contraction techniques

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shall be evaluated by user agency and Contractor's must be prepared to supply sample product and/or demonstrate new methods. Vendor must also specify minimum order amounts if applicable.

General Framework -All frame work shall conform to the following: all line posts, terminals, braces, top rails, gateposts and gate frames shall conform to federal specification RR-F-191/3C Class I. Pipe shall be steel pipe, Grade A, round with all surfaces hot-dip galvanized. Galvanizing shall be triple coated with 28.35 G. of zinc per sq. meter.

Vendors who do not bid items *as specified* may be deemed nonresponsive. Vendors who do not supply or subcontract for specific items on the list may enter 'No Bid' or a zero or leave those items blank.

SUBCONTRACTING:

The values in the table shall be used in the contractor's project estimates where subcontractors are used and shall be provided prior to starting a project with un-priced items that are within the intended scope of the project. Once the project is complete, if the project is over or under the estimated values for subcontractor costs, parts & materials and rental equipment other than priced items quoted above, the contractor is still entitled to the administrative fixed fee. Contractor shall only invoice for the fixed fee on the final invoice for the project. If the project scope of work changes, the fixed fee shall be re-established again using the table of values below.

Dollar Amount of Project resulting in Fixed Fee Percent for Administration of Subcontractor Costs

- | | |
|------------------------------|-----|
| 1) \$1 to \$5,000 _____ | 10% |
| 2) \$5,001 to \$50,000 _____ | 7% |
| 3) \$50,001 and above _____ | 5% |