

ADDENDUM NO. 4

Taos County Bid #B-2008-33A

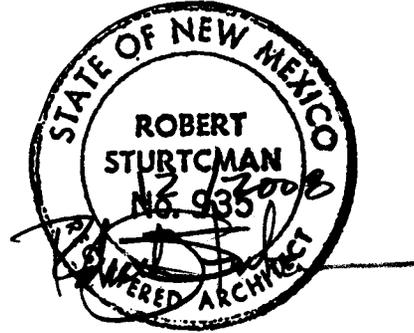
DATE: 12/23/2008

FROM: ROBERT J. STURTCMAN * ARCHITECT
7118 Hwy 518
Ranchos de Taos, New Mexico 87557
(505) 758-4933

TO: Prospective Bidders

RE: ADDENDUM NO.4 to the Bidding Documents for:

Renovation:
Talpa Community Center
Taos County
Talpa, New Mexico
Project No. J0060415



This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated JAN,2007. Acknowledge receipt of the Addendum in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification. This Addendum consists of 7 sheets.

ADDENDUM:

ADDENDUM NO. 3:

1.) Bidding and Contract Documents:
Taos County Bid Package #B-2008-33A
Page -0-

Bid Opening Deadline should read "3:00 P.M. Monday, December 29, 2008."

Page -3-

Item 20. CONSTRUCTION CONTRACT

See attached "Sample" Taos County Construction Contract (5 pages). Similar Document shall be used for this Project.

Page -4-

Construction Time: 150 Calendar Days

DRAWINGS:

Item 1.a)

LG Door Drawing: Delete 10" x 10" Wire Glass Window at doors. Provide 5" x 20" Wire Glass View Lite. (see drawing)

Item 8.d) E1: Should read as follows:

"Add new 3-way switches at existing switch location for Banquet Lighting and new 3-switches at Banquet side of the new "EXIT" room wall."

PROJECT MANUAL:

(no items)

DRAWINGS:

1.) SHEET A3.1:

Existing Exterior Ramp "M2": Handrail (against building) called for as M28.2/PDM should read M27.4/PDM.

2.) SHT. A11: Section "A":

Add Note: "Provide additional courses of 8" CMU and Rigid Insulation to stem walls as necessary to clear top of adjacent finish grade."

3.) SHT. M1: EQUIPMENT SCHEDULE: Unit Heater Work Item "K": Add "see General Note "N" for Gas Supply."

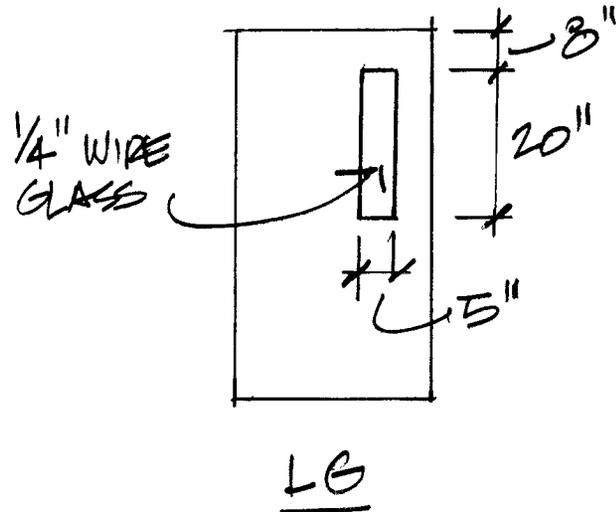
4.) SHT. M1: WORKLIST: General Notes:

Add Note "S": "S. Route existing gas pipe at west wall of kitchen up, over and down to existing range to clear new Door No. 5." (existing gas pipe currently runs along floor at wall)

5.) SHT. M1: Waste Isometric W/M1:

Delete "Floor Drain" indicated.

END OF ADDENDUM NO. 4





CONSTRUCTION CONTRACT

This contract is hereby made and entered into by and between the County of Taos, a New Mexico political subdivision (hereinafter "County") and _____ (hereinafter "CONTRACTOR").

For consideration paid, the parties agree to the following terms and conditions:

ARTICLE I **Contract Documents**

- 1.1 The Contract Documents represent the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.
- **EXHIBIT A-**
- 1.2 County may request changes to the Work under this Contract. If mutually agreed to, the written change order will be signed and dated by the County and the Contractor.

ARTICLE II **Scope of Work**

- 2.1 The Work that is the subject of this Contract is _____

ARTICLE III **Contract Relationship and Schedule**

- 3.1 The Contractor accepts the relationship of the trust and confidence established by this Contract. The Contractor covenants with the County to cooperate with him or his agents and utilize the Contractor's best skill, efforts and judgment in furthering the interests of the County; to furnish efficient business administration and supervision, to make best efforts to furnish at all times an adequate supply of workers and materials, and to perform the Work in the best way and most expeditious and economical manner consistent with the interests of the County. The County agrees to exercise best efforts to enable the Contractor to perform the Work in the best way and most expeditious manner by furnishing and approving in a timely way information required by the Contractor and arranging payments to the Contractor in accordance with the requirements of the Contract Documents.
- 3.2 The project will commence on _____. The Contractor shall complete the Work on or before _____.

ARTICLE IV
Payments to Contractor

- 4.1 The County shall pay the Contractor for the performance of the work, _____ exclusive of applicable N.M. Gross Receipts Tax. No further amount(s) shall be available under this contract without written amendment to this contract executed prior to the additional work being performed.

Contractor will apply for payment by submitting invoices to the Finance Department attn: _____, showing the work completed and the amount to be paid. Payments will be made on a reimbursable basis within 30 days of the County's receipt of the invoice, contingent upon satisfactory completion of the work for which the request for payment is made. Satisfactory completion of the Work will be determined by inspection by applicable Taos County staff to ensure that the Work is completed in accordance with applicable guidelines for speed humps and the scope of work described herein. In the event that the Work is found to be non-compliant with either building codes or the scope of work, Contractor will be notified in writing and given 5 days to cure the defects.

Address & Phone Contact. The address (mailing and, if different, physical location) and phone number(s) of CONTRACTOR are:

ARTICLE V
CONTRACTOR DUTIES

- 5.0 **Performance and Payment Bonds:** Upon execution of the contract, CONTRACTOR shall deliver to the County performance and payment bonds equal to **100%** of the contract amount in a form acceptable to the County.
- 5.1 Contractor shall make field measurements necessary for his own work and be responsible for its accuracy. Also, should any structural difficulties prevent a Contractor or tradesman from installing his material properly, the County shall be promptly notified.
- 5.2 In instances where the manufacturers of materials or fixtures on this job provide installation or maintenance directions not covered in these specifications or detailed in the drawings, the Contractor furnishing the items shall follow such direction as though specifically mentioned.
- 5.3 The County requires by this Agreement that all subcontractors be identified in the contract and that uniform subcontracts be used that comply with all state, federal laws and antitrust statutes and all ordinances of the County.
- 5.4 Contractor shall acquaint himself with the work of the other trades whose activities will adjoin or be affected by his work. He shall consult with these other Contractors or workmen, and study their shop drawings in order to coordinate their efforts toward avoiding mistakes, omissions, disputes or delays.

- 5.5 Contractor shall remove his tools, surplus materials and his debris and rubbish from the project promptly upon completion of his portion of the work and leave the area of his operations as clean as he found it.
- 5.6 Contractor shall guarantee that his entire work shall be free from defects of materials and workmanship.
- 5.7 Contractor is responsible for obtaining all necessary permits in order to complete this project.

ARTICLE VI
MISCELLANEOUS PROVISIONS

- 6.1 Release. Contractor agrees that, upon final payment of the amount due under this contract, Contractor releases the County from all liabilities, claims and/or obligations whatsoever arising from, or under, this contract.
- 6.2 Completed Project. Contractor shall deliver to the County a completed project with all warranties, and quality work to standards in the industry to the County's satisfaction included within the scope of this contract no later than submission of Contractor's final bill.
- 6.3 Termination. COUNTY may terminate this contract effective immediately upon delivery of written notice of termination or upon such other time as is contained in the notice. If notified of termination, CONTRACTOR shall cease performing services in accordance with the time specified in the notice and, upon cessation of performance of services, shall deliver to COUNTY any work in progress at that time. Termination shall be by written notice that shall be hand delivered or mailed (certified mail, return receipt) to the CONTRACTOR. In no event shall termination nullify obligations of either party prior to the effective date of termination.
- 6.4 Status of Contractor. Contractor acknowledges that he is a duly licensed independent contractor and as such neither he, his employees, agents or representatives shall be considered employees or agents of the County nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, use of County vehicles, or any other benefits provided to County employees.
- 6.5 Non-Agency. Contractor agrees not to purport to bind the County to any obligation not assumed herein by the County, unless the Contractor has express written approval and then only within the limits of that expressed authority.
- 6.6 Confidentiality. Any information learned, given to, or developed by Contractor in the performance of this contract shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the County.
- 6.7 Worker's Compensation. Contractor acknowledges that neither he, his employees, agents or representatives shall have any claim whatsoever to worker's compensation coverage under the County's policy.
- 6.8 Taxes. Contractor acknowledges that he, and he alone, shall be liable for and shall pay to the New Mexico Taxation & Revenue Department, the applicable gross

receipts taxes on all monies paid under this contract and that the County shall have no liability for payment of such tax. Contractor also acknowledges that he, and he alone, shall be liable to the State and Federal government(s) and/or their agencies for income and self-employment taxes required by law and that the County shall have no liability for payment of such taxes or amounts.

- 6.9 Records-Audit. Contractor shall keep, maintain and make available, to the County, all records, invoices, bills, etc. related to performance of this contract for a period of three (3) years after the date of final payment.
- 6.10 Indemnification. Contractor agrees, to the fullest extent permitted by law, to indemnify and hold the County harmless from damages and losses arising from the negligent acts, errors or omissions of the Contractor in the performance under this contract. Contractor further agrees to hold harmless the County from all personal claims for any injury or death sustained by Contractor, his employees, agents or other representatives while engaged in the performance of this contract.
- 6.11 Assignment & Subcontracting. Contractor shall not assign, transfer or subcontract any interest in this contract or attempt to assign, transfer or subcontract any claims for money due under this contract without the prior written approval of the County.
- 6.12 Conflict of Interest. Contractor warrants that he presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with his performance of services under this contract.
- 6.13 Non-Discrimination. Contractor agrees that he, his employee(s) and/or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.
- 6.14 Required Liability Insurance. Contractor shall maintain liability insurance in an amount at least equal to the requirements set forth by the New Mexico Tort Claims Act, Sec. 41-4-19, N.M.S.A. 1978 (as amended). **Contractor acknowledges and warrants that it has sufficient insurance coverage to pay any and all claims for liability and or damage, which may result from the work under this contract.**
- 6.15 Liquidated Damages. In the event that CONTRACTOR fails to complete said project, or provide the receivables from the services provided, by the agreed upon the contract completion/due date established in section 3 of this contract, the CONTRACTOR shall pay, to the County, liquidated damages in the amount of \$250.00 per calendar day per unit past said completion/due date.
- 6.16 Default by Contractor. In the event that Contractor defaults on any term or provision of this contract, the County retains the sole right to determine whether to declare the contract voidable and/or Contractor agrees to pay the County the reasonable costs, including court fees and attorneys fees and direct and indirect damages, incurred in the enforcement of this contract.
- 6.17 Efforts to Cure. If the County elects to provide the Contractor with notice to cure any deficiency or defect, the Contractor may have the time specified in the written "Notice to Cure" Authorization. Failure, by the Contractor, to cure said deficiency or defect, within the authorized time, shall result in an immediate termination. Said

termination will not preclude the County from exercising additional remedies under the law.

- 6.18 Severability. In the event that a court of competent jurisdiction finds that any term or provision of this contract is void, voidable or otherwise unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.
- 6.19 Scope of Agreement. This contract incorporates all of the agreements and understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this contract.
- 6.20 Applicable Law. This contract shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules and regulations of the County. Any legal proceeding brought against the County, arising out of this contract, shall be brought before the Eighth Judicial District Court, Taos County, State of New Mexico.
- 6.21 Illegal Acts. Pursuant to Sec. 13-1-191, N.M.S.A. 1978 (as amended), it shall be unlawful for any Contractor to engage in bribery, offering gratuities with the intent to solicit business, or offering or accepting kickbacks of any kind. All other similar act(s) of bribes, gratuities and/or kickbacks are likewise hereby prohibited.

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

TAOS COUNTY

Gabriel J. Romero, Chairman

**By:
Its:**

Date

Date

Attest:

Elaine S. Montano, County Clerk

Approved as to Legal Form:

Sammy L. Pacheco, County Attorney

**Susan Trujillo, Finance Director
For Budgetary Sufficiency**