

ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 05/27/15
ITEM FROM FINANCE COMMITTEE MEETING OF 05/18/15

ISSUE:

6. Request for Approval of Construction Services Agreement – Ft. Marcy Recreation Complex Front Entry Remodeling and Related Work; Cooperative Educational Services (CES)/ESA Construction, Inc. and Approval of Budget Increase in the Amount of \$60,000. (Jason Kluck)

FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM

Requested approval of construction services agreement for Ft. Marcy Recreation Complex front entry remodeling and related work with Cooperative Educational Services (CES)/ESA Construction, Inc. in the amount of \$139,965.19 inclusive of gross receipts tax and approval of budget increase in the Amount of \$60,000.

FUNDING SOURCE: 32719.572500.0112900

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

**ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
MONDAY, APRIL 27, 2015**

ITEM 8

CIP PROJECT #518A – FORT MARCY RECREATION COMPLEX FRONT ENTRY REMODELING AND RELATED WORK

- REQUEST FOR APPROVAL OF AWARD OF CONSTRUCTION SERVICES SCOPE WITH COOPERATIVE EDUCATIONAL SERVICES (CES)/ESA CONSTRUCTION, INC. (ESA) TOGETHER WITH THE ASSOCIATED AIA AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR AN AMOUNT OF \$139,965.19 INCLUSIVE OF NMGR (JASON KLUCK)

PUBLIC WORKS COMMITTEE ACTION: Approved on Consent

FUNDING SOURCE: 32719.572500.0112900

SPECIAL CONDITIONS / AMENDMENTS / STAFF FOLLOW UP:

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON TRUJILLO			
COUNCILOR BUSHEE	X		
COUNCILOR DIMAS	X		
COUNCILOR DOMINGUEZ	X		
COUNCILOR RIVERA	X		

City of Santa Fe New Mexico

Public Works Dept. - Facilities Division

MEMO

DATE: April 27, 2015

TO: Public Works, CIP & Land Use Committee/Finance Committee/
City Council

VIA: Oscar Rodriguez, Finance Department Director



Isaac J. Pino, PE, Public Works Department Director
Robert Carter, Parks & Recreation Department Director 
David Pfeifer, Facilities Division Director 

FROM: Jason M. Kluck, Facilities Division Project Administrator *JMK*

ISSUE: City of Santa Fe CIP #518A – Ft. Marcy Recreation Complex Front Entry
Remodeling & Related Work:

Construction Services Agreement (Exhibit 1)

- Request award of construction services scope to Cooperative Educational Services (CES)/ESA Construction, Inc.(ESA) together with the associated AIA Agreement between Owner and Contractor (\$139,965.19 contract sum) inclusive of NMGRT.

SUMMARY:

Due to facility efficiency, patron admission and life safety issues identified by Staff, a design for a facility entry remodeling with associated work at the Ft. Marcy Complex has been completed and let out to quote under CES procurement. The Facilities Division is requesting approval of construction services for this remodeling work as described in the Request for Written Quotations (RFQ) (Exhibit A) and in the Construction Documents developed by John Barton, LLC. Itemized proposals of services and costs related to this procurement are attached.

By City policy, the City may use State and Federal Price or Cooperative Agreements in lieu of bidding out the project. By City policy, procurement from State or Federal agreements in amounts over \$50,000 require City Council approval (City Purchasing Manual Section 11.1).

On March 12, 2015, Facilities Division accepted quotes from qualified CES contractors to provide the required construction services. The Contractors and submitted quotes inclusive of NMGRT or those submitting a letter declining to quote were as follows:

AIC, Albuquerque - \$,169,798.00

ESA, Albuquerque - \$146,620.00 (Exhibit B)

LLR Construction, Santa Fe – Declined to quote

MEMO

City of Santa Fe CIP #518A – Ft. Marcy Recreation Complex Front Entry Remodeling & Related Work

Construction Services Agreement

Page 2

HB Construction, Albuquerque – Declined to quote

The City issued a Notice of Intent to award this contract to CES/ESA on April 6, 2015. Contract negotiations were finalized on April 6, 2015. The negotiated fee of \$139,965.19 is inclusive of NMGRT, including the negotiated price proposal. (Exhibit C).

BUDGET:

Funding will be available in Exp. Bicentennial Pool/Remodeling & Replacement: Business Unit #32719.572500.0112900 in the amount of \$139,965.19, pending approval of the attached Budget Adjustment Request.

SCHEDULE:

Public Works Committee: 4/27/15

Finance Committee: 5/4/15

City Council: 5/13/15

See Exhibit 1 for contract construction schedule (60 days from Notice to Proceed).

REQUESTED ACTION:

Please approve award of the construction services scope of this project to ESA Construction, Inc. together with the associated AIA Agreement between Owner and Contractor and General Conditions in the amount of \$139,965.19 and the attached Budget Adjustment Request.

ATTACHMENTS:

Construction Services Agreement with exhibits (Exhibit 1)

RFQ (Exhibit A under Exhibit 1)

Contractor's Quote in response to the RFQ (Exhibit B under Exhibit 1)

Negotiated Price Proposal (Exhibit C under Exhibit 1)

CES contract documents (Exhibit D under Exhibit 1)

Contractor's Certificate of Liability Insurance (Exhibit E under Exhibit 1)

Budget Adjustment Request

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: ESA Construction, Inc.

Procurement Title: CIP #518A – Ft. Marcy Recreation Complex Front Entry Remodeling & Related Work

Solicitation RFP/RFB#: Request for written quote from Cooperative Educational Services contractors

Other Methods: State Price Agreement **Cooperative** **Sole Source** **Exempt** **Other**

Department Requesting/Staff Member Public Works - Facilities/Jason Kluck

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids and proposals, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the procurement officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

SOLICITATION*

- | YES | N/A | |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Project Beginning History (council requests etc) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Budget Determination (FIR) attach |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Solicitation document (RFP, IFB), |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Screen print of legal solicitation published in newspapers, web sites, etc.: |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Screen print of addendum(s) published on the IPB/RFP: |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Pre-Bid/Pre-Offer Conference attendance sheet and other documents |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | If canceled, screen print of cancellation of solicitation notice |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

EVALUATION*

- | YES | N/A | |
|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Blank evaluation form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Evaluator's names and profiles |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Evaluation procedures or evaluation instructions |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Conflict/Confidentiality Forms signed by all Evaluators, Technical Advisors, Reviewers, and any person who assists in regard to the bid/proposal, evaluation and/or award |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Bid or Offer opening sheet(s) (If RFP, then two offer opening sheets, one for technical and one for cost) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Screen print of Bidder/Offeror's detailed information |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Responsiveness review sheet or other sheet documenting responsiveness for each Bidder/Offeror, attach requests for additional information to cure items |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Oral presentations (sign-in sheets, presentation materials, etc.) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Documentation sent to Bidders/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Reference Reviews/Reference Check Questionnaires |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Individual evaluations included for each RFP. |

*

- Pricing evaluation
- Final overall evaluation matrix or summary of evaluator scores
- Other: _____

AWARD*

YES N/A

- Fully executed Memo to Committees from the Department with recommendation of award
- Winning proposal (this is a copy that has all confidential/proprietary information excluded)
- Screen print of Contract Award Notice
- Screen print of Award Notice published on agency website
- Email or notification sent to all Bidders/Offerors that award was made
- Waiver or "No Action Taken" from Procurement Office
- Correspondence with Procurement Office regarding waiver
- If IFB and not awarded to lowest responsive, responsible bidder; written explanation
- Other: _____

DISCLOSURES

YES N/A

- Contractor Disclosures & Conflicts of Interest**
- Disclosures & Conflicts of Interest Form(s) (winning bidder(s)/offeror(s))
- Contractor –Conflicts of Interest**
- Purchasing Office Letter or e-mail to designated individual regarding potential conflict
- Conflict of Interest Form signed by all parties
- Letter from Procurement Office regarding the potential conflict
- Subcontractor Disclosures**
- Disclosures & Conflicts of Interest form of Subcontractor(s)
- Subcontractor –Conflicts of Interest**
- Purchasing Officer Letter or email to designated individual regarding potential conflict
- Conflict of Interest form signed by all parties
- Letter from Legal Office regarding the potential conflict
- Other: _____

CONTRACT

YES N/A

- Copy of Executed Contract
- Copy of all documentation presented to the Committees
- Finalized Council Committee Minutes
- Other: _____

MISCELLANEOUS FILE*

YES N/A

- Local Preference Form
- New Mexico Residence Form
- Veterans Exemption
- Sole Source determination form approved by Procurement Officer**
- Exempt determination memo approved by Procurement Officer**
- Other: _____

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

PROTEST (if applicable)*

- | YES | N/A | |
|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Documentation from protester filed with the Purchasing Office |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Department to Purchasing Office Providing response to protest |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Purchasing Officer to protester and Department on final outcome |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

- | YES | N/A | |
|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Original bid(s) or proposal(s) with no redactions. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Documentation exempt - Proprietary, Confidential, Competitively Sensitive, or Trade Secret (i.e. e-mails, proposals, letters) |

Jason M. Kluck - Public works project Administrator
Department Rep Printed Name and Title


Department Rep Signature attesting that all information is included

Robert Relano CPO-CPPD - AA 4/14/15
Purchasing Officer attesting that all information is reviewed



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

Section to be completed by department for each contract or contract amendment

- | | | | | |
|---|-------------------------------|-------------------------------------|-----------------------------|--------------------------|
| 1 | FOR: ORIGINAL CONTRACT | <input checked="" type="checkbox"/> | CONTRACT AGREEMENT | <input type="checkbox"/> |
| | MAINTENANCE AGREEMENT | <input type="checkbox"/> | LICENSE AGREEMENT | <input type="checkbox"/> |
| | LEGAL SERVICES AGREEMENT | <input type="checkbox"/> | MEMORANDUM OF UNDERSTANDING | <input type="checkbox"/> |
| | MEMORANDUM OF AGREEMENT | <input type="checkbox"/> | JOINT POWERS AGREEMENTS | <input type="checkbox"/> |
| | GRANT AGREEMENTS | <input type="checkbox"/> | CHANGE ORDERS | <input type="checkbox"/> |

2 Name of Contractor ESA Construction, Inc.

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$139,965.19

Termination Date: June 30, 2017

Approved by Council Date: pending: 05/13/2015

or by City Manager Date: _____

Contract is for: City of Santa Fe CIP #518A - Ft. Marcy Recreation Complex Front Entry Remodeling & Related Work

Amendment # N/A to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

or by City Manager Date: _____

Amendment is for:

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) Plus GRT

Inclusive of GRT

Amount \$ N/A of original Contract# _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ _____



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP RFQ Sole Source Other

6 **Procurement History:** New contract

7 **Funding Source:** Bicentennial Pool/Remodeling & Replacer **BU/Line Item:** 32719.572500.0112900

8 **Any out-of-the ordinary or unusual issues or concerns:**
N/A
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Jason M. Kluck Phone # 955-5937

Division Contract Administrator: David Pfeifer

Division Director: David Pfeifer *David Pfeifer*

Department Director: Isaac J. Pino, PE *Isaac J. Pino*

10 **Certificate of Insurance attached.** (if original Contract)

11 **Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity:** Project was competitively quoted through CES. Negotiations with the low bidder reduced the project cost by \$6,654.81

12 **Prior year's contract amount?:** N/A

13 **Describe service impact from an ongoing commitment to the contractor:** N/A

14 **Why staff cannot perform the work?:** Requires licensed Contractor and support staff.

15 **If extending contract, why?:** N/A

16 **Was a Santa Fe company awarded contract? If not, why?:** No. No Santa Fe companies quoted the project under the CES procurement.

17 **Has the contract has been approved as to form by City Attorney's Office?:** yes

18 **Is this for City Manager or Council approval?:** City Council

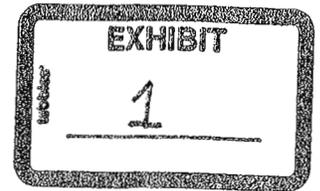
To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____



Document A101™ – 2007



Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year

BETWEEN the Owner:

City of Santa Fe
200 Lincoln Avenue
Santa Fe, New Mexico 87501
(505) 955-5937

and the Contractor:

Cooperative Educational Services (CES)/ESA Construction, Inc.
3435 Girard NE
Albuquerque, NM 87107
(505)884-2171

for the following Project:

CIP #518A: Fort Marcy Recreation Complex Front Entry Remodeling & Related Work
490 Bishop's Lodge Road
Santa Fe, NM 87501

The Architect:

John Barton Architects, LLC
PO Box 32870
1925 Aspen Dr. #200-B
Santa Fe, NM 87594

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Paragraph deleted)

The date of commencement of the work will be the date on the Notice to Proceed from the Owner.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than

(Paragraphs deleted)

sixty (60) days from the date of commencement.

subject to adjustments of this Contract Time as provided in the Contract Documents.

Liquidated damages of two hundred fifty (\$250.00) per calendar day will apply for work not completed by the Substantial Completion date

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one hundred thirty nine thousand, nine hundred sixty five dollars and nineteen cents (\$ 139,965.19), inclusive of New Mexico Gross Receipts Tax and subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 21st day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than twenty one (21) days after the Architect receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing).
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and

(Paragraph deleted)

- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8

(Paragraphs deleted)

Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

(Paragraph deleted)

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 21 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Within fifteen days of the Contractor's request for final payment being submitted to the City, provided the Owner has received the Consent of Surety and Waivers and Releases of Liens from the Contractor.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Owner will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(Paragraphs deleted)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction
- In accordance with New Mexico Public Works Mediation Act 13-4C-1 through 13-4C-11, NMSA 1978.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

Jason M. Kluck
Project Administrator
Facilities Division, Public Works Department
City of Santa Fe
2651 Siringo Road, Building E, Santa Fe, New Mexico, 87505
(505) 955-5937

(Paragraphs deleted)

§ 8.3 The Contractor’s representative:

Steven C. Pannell, Vice-President
ESA Construction, Inc.
3435 Girard NE
Albuquerque, NM 87107
(505)884-2171

§ 8.4

(Paragraphs deleted)

Neither the Owner’s nor the Contractor’s representative shall be changed without ten days written notice to the other party.

§ 8.5 Other provisions:

§ 8.5.1 INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City and the Engineer from all losses, damages, claims or judgements, including payments of all attorneys’ fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor’s performance under this Agreement as well as the performance of Contractor’s employees, agents, representatives and subcontractors.

(Paragraphs deleted)

§ 8.5.2 APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate 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.

§ 8.5.3 THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

§ 8.5.4 STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. 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.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

§ 8.5.5 CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

§ 8.5.6 ASSIGNMENT: SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

§ 8.5.7 RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

§ 8.5.8 INSURANCE

A. The contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

§ 8.5.9 RECORDS AND AUDIT

The contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

§ 8.5.10 APPLICABLE LAW: CHOICE OF LAW: VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

§ 8.5.11 AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

§ 8.5.12 NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

§ 8.5.13 SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

§ 8.5.14 NOTICES

Any and all notices provided for hereunder shall be in writing and shall be deemed delivered, given and received when (i) personally delivered, or (ii) five (5) days after the same are deposited in the United States Postal Service mail, postage prepaid, certified mail, return receipt requested, addressed to the applicable party at the address indicated below for each party, or at such other address as may be designated by either party in a written notice to the other party:

OWNER:	Facilities Division, Public Works Department City of Santa Fe PO Box 909 Santa Fe, NM 87504-0909
CONTRACTOR:	ESA Construction, Inc. 3435 Girard NE Albuquerque, NM 87104

§ 8.5.15 NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, 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.

§ 8.5.16 TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and terminate on June 30, 2017, unless sooner pursuant to section 8.5.11, infra.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Request for Written Quotations (Exhibit A)	Fort Marcy Recreation Complex Building Entry Remodeling and Associated Work	Due: March 12, 2015	8
Contractor’s quote in response to the RFQ date 3/12/2015 (Exhibit B)			
Contractor’s negotiated price proposal dated 4/6/2015 (Exhibit C)			
Cooperative Educational Services contract documents (Exhibit D)			
Contractor’s Certificate of Liability Insurance (Exhibit E)			

§ 9.1.4 The Specifications: Specifications and Project Manual issued by the Architect, included in the Construction Documents and attached to the RFQ

§ 9.1.5 The Drawings:

(Paragraphs deleted)

Drawings issued by the Architect, included in the Construction Documents and attached to the RFQ

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
1	02/02/2015	14
2	02/23/2015	1
3	02/25/2015	1

4	02/25/2015	1
5	03/11/2015	1

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

(Paragraphs deleted)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(Paragraph deleted)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
Performance Payment Bonds	100% of the Contract amount
Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 general aggregate
Automobile Liability	\$500,000 combined single limit
Workers Compensation	\$100,000 each accident, \$100,000 disease, each employee
Workers	\$500,000 disease, policy limit

This Agreement entered into as of the day and year first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: _____

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

KAB *4/9/15*

KELLEY A. BRENNAN,
CITY ATTORNEY

CONTRACTOR:
STEVEN C. PANNELL, VICE-PRESIDENT
ESA CONTRUCTION, INC.

Steven C Pannell

BY: *4-14-15*

NM LICENSE #:28493
CRS #:02-102987-00-3
CITY BUSINESS REGISTRATION #: 15-00109969

APPROVED:

OSCAR RODRIGUEZ, FINANCE DIRECTOR

32719.572500.0112900
Business Unit/Line Item



AIA®

Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

CIP #518A - Fort Marcy Recreation Complex Front Entry Remodeling and Associated Work

THE OWNER:

City of Santa Fe
200 Lincoln Avenue
Santa Fe, New Mexico 87501
(505) 955-

THE CONTRACTOR:

Cooperative Educational Services (CES)/ESA Constuction, Inc.
3435 Girard NE
Albuquerque, NM 87107
(505) 884-2171

THE ARCHITECT:

John Barton Architects, LLC
PO Box 32870, 1925 Aspen Drive, STE 200-B
Santa Fe, New Mexico 87594
(505) 474-8855

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 ARCHITECT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
- 8 TIME
- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK

- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

INDEX

(Topics and numbers in bold are section headings.)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, **12.3**

Access to Work

3.16, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,
10.2.8, 13.4.2, 13.7, 14.1, 15.2

Addenda

1.1.1, 3.11

Additional Costs, Claims for

3.7.4, 3.7.5, 6.1.1, 7.3.7.5, 10.3, 15.1.4

Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.5**

Additional Insured

11.1.4

Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.5**

Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8, 7.3.8

All-risk Insurance

11.3.1, 11.3.1.1

Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.6.3, 9.7, 9.10,

11.1.3

Approvals

2.1.1, 2.2.2, 2.4, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10,

4.2.7, 9.3.2, 13.5.1

Arbitration

8.3.1, 11.3.10, 13.1, 15.3.2, **15.4**

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

2.4, 3.12.7, 4.1, 4.2, 5.2, 6.3, 7.1.2, 7.3.7, 7.4, 9.2,
9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1,
13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 15.2.1

Architect, Limitations of Authority and

Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2,
4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4,
9.4.2, 9.5.3, 9.6.4, 15.1.3, 15.2

Architect's Additional Services and Expenses

2.4, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 4.2, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.4, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3,
7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1,
13.5.2, 15.2, 15.3

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.5

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.5.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5,
3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18,
4.1.2, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5,
9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.4.2, 13.5,
15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3.7

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1, 5.2.1, 11.4.1

Binding Dispute Resolution

9.7, 11.3.9, 11.3.10, 13.1, 15.2.5, 15.2.6.1, 15.3.1,
15.3.2, 15.4.1

Boiler and Machinery Insurance

11.3.2

Bonds, Lien

7.3.7.4, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.7.4, 9.6.7, 9.10.3, 11.3.9, **11.4**

Building Permit

3.7.1

Capitalization

1.3

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Certificates for Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.3

Certificates of Inspection, Testing or Approval
13.5.4

Certificates of Insurance

9.10.2, 11.1.3

Change Orders

1.1.1, 2.4, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, 7.2, 7.3.2, 7.3.6, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9, 12.1.2, 15.1.3

Change Orders, Definition of

7.2.1

CHANGES IN THE WORK

2.2.1, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.3.9

Claims, Definition of

15.1.1

CLAIMS AND DISPUTES

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15, 15.4
Claims and Timely Assertion of Claims
15.4.1

Claims for Additional Cost

3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, 15.1.4

Claims for Additional Time

3.2.4, 3.7.4, 6.1.1, 8.3.2, 10.3.2, 15.1.5

Concealed or Unknown Conditions, Claims for
3.7.4

Claims for Damages

3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6

Claims Subject to Arbitration

15.3.1, 15.4.1

Cleaning Up

3.15, 6.3

Commencement of the Work, Conditions Relating to

2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.3.1, 11.3.6, 11.4.1, 15.1.4

Commencement of the Work, Definition of

8.1.2

Communications Facilitating Contract

Administration

3.9.1, 4.2.4

Completion, Conditions Relating to

3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 13.7, 14.1.2

COMPLETION, PAYMENTS AND

9

Completion, Substantial

4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7

Compliance with Laws

1.6, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 10.2.2, 11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.3.1, 13.2, 13.4.2, 15.4.4.2

Consolidation or Joinder

15.4.4

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

1.1.4, 6

Construction Change Directive, Definition of
7.3.1

Construction Change Directives

1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, 7.3, 9.3.1.1

Construction Schedules, Contractor's

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Contingent Assignment of Subcontracts

5.4, 14.2.2.2

Continuing Contract Performance

15.1.3

Contract, Definition of

1.1.2

CONTRACT, TERMINATION OR SUSPENSION OF THE

5.4.1.1, 11.3.9, 14

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to

3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1

Contract Documents, Copies Furnished and Use of
1.5.2, 2.2.5, 5.3

Contract Documents, Definition of

1.1.1

Contract Sum

3.7.4, 3.8, 5.2.3, 7.2, 7.3, 7.4, 9.1, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.3.1, 14.2.4, 14.3.2, 15.1.4, 15.2.5

Contract Sum, Definition of

9.1

Contract Time

3.7.4, 3.7.5, 3.10.2, 5.2.3, 7.2.1.3, 7.3.1, 7.3.5, 7.4, 8.1.1, 8.2.1, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 14.3.2, 15.1.5.1, 15.2.5

Contract Time, Definition of

8.1.1

CONTRACTOR

3

Contractor, Definition of

3.1, 6.1.2

Contractor's Construction Schedules

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Contractor's Employees

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1

Contractor's Liability Insurance

11.1

Contractor's Relationship with Separate Contractors and Owner's Forces

3.12.5, 3.14.2, 4.2.4, 6, 11.3.7, 12.1.2, 12.2.4

Contractor's Relationship with Subcontractors

1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2, 11.3.7, 11.3.8

Contractor's Relationship with the Architect

1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1

Contractor's Representations

3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

Contractor's Responsibility for Those Performing the Work

3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor's Review of Contract Documents

3.2

Contractor's Right to Stop the Work

9.7

Contractor's Right to Terminate the Contract

14.1, 15.1.6

Contractor's Submittals

3.10, 3.11, 3.12.4, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.4.2

Contractor's Superintendent

3.9, 10.2.6

Contractor's Supervision and Construction

Procedures

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3

Contractual Liability Insurance

11.1.1.8, 11.2

Coordination and Correlation

1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1

Copies Furnished of Drawings and Specifications

1.5, 2.2.5, 3.11

Copyrights

1.5, 3.17

Correction of Work

2.3, 2.4, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2

Correlation and Intent of the Contract Documents

1.2

Cost, Definition of

7.3.7

Costs

2.4, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.3, 12.1.2, 12.2.1, 12.2.4, 13.5, 14

Cutting and Patching

3.14, 6.2.5

Damage to Construction of Owner or Separate Contractors

3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3, 12.2.4

Damage to the Work

3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 11.3.1, 12.2.4

Damages, Claims for

3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6

Damages for Delay

6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2

Date of Commencement of the Work, Definition of

8.1.2

Date of Substantial Completion, Definition of

8.1.3

Day, Definition of

8.1.4

Decisions of the Architect

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 15.2, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2

Decisions to Withhold Certification

9.4.1, 9.5, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance, Rejection and Correction of

2.3, 2.4, 3.5, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1

Definitions

1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 15.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1

Delays and Extensions of Time

3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5

Disputes

6.3, 7.3.9, 15.1, 15.2

Documents and Samples at the Site

3.11

Drawings, Definition of

1.1.5

Drawings and Specifications, Use and Ownership of

3.11

Effective Date of Insurance

8.2.2, 11.1.2

Emergencies

10.4, 14.1.1.2, 15.1.4

Employees, Contractor's

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1

Equipment, Labor, Materials or
 1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3,
 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
 Execution and Progress of the Work
 1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5,
 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2,
 9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3
 Extensions of Time
 3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2,
 10.4, 14.3, 15.1.5, 15.2.5
Failure of Payment
 9.5.1.3, 9.7, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
 Faulty Work
 (See Defective or Nonconforming Work)
Final Completion and Final Payment
 4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.3.1, 11.3.5,
 12.3, 14.2.4, 14.4.3
 Financial Arrangements, Owner's
 2.2.1, 13.2.2, 14.1.1.4
 Fire and Extended Coverage Insurance
 11.3.1.1
GENERAL PROVISIONS
1
Governing Law
13.1
 Guarantees (See Warranty)
Hazardous Materials
 10.2.4, 10.3
 Identification of Subcontractors and Suppliers
 5.2.1
Indemnification
 3.17, 3.18, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2,
 11.3.7
Information and Services Required of the Owner
 2.1.2, 2.2, 3.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5,
 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1,
 13.5.2, 14.1.1.4, 14.1.4, 15.1.3
Initial Decision
15.2
Initial Decision Maker, Definition of
 1.1.8
 Initial Decision Maker, Decisions
 14.2.2, 14.2.4, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
 Initial Decision Maker, Extent of Authority
 14.2.2, 14.2.4, 15.1.3, 15.2.1, 15.2.2, 15.2.3, 15.2.4,
 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4
 Inspections
 3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,
 9.9.2, 9.10.1, 12.2.1, 13.5
 Instructions to Bidders
 1.1.1
 Instructions to the Contractor
 3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.5.2

Instruments of Service, Definition of
1.1.7
 Insurance
 3.18.1, 6.1.1, 7.3.7, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 11
Insurance, Boiler and Machinery
11.3.2
Insurance, Contractor's Liability
11.1
 Insurance, Effective Date of
 8.2.2, 11.1.2
Insurance, Loss of Use
11.3.3
Insurance, Owner's Liability
11.2
Insurance, Property
 10.2.5, 11.3
 Insurance, Stored Materials
 9.3.2
INSURANCE AND BONDS
11
 Insurance Companies, Consent to Partial Occupancy
 9.9.1
 Intent of the Contract Documents
 1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4
Interest
13.6
Interpretation
 1.2.3, 1.4, 4.1.1, 5.1, 6.1.2, 15.1.1
 Interpretations, Written
 4.2.11, 4.2.12, 15.1.4
 Judgment on Final Award
 15.4.2
Labor and Materials, Equipment
 1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3,
 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
 Labor Disputes
 8.3.1
 Laws and Regulations
 1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1,
 10.2.2, 11.1.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6,
 14, 15.2.8, 15.4
 Liens
 2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8
 Limitations, Statutes of
 12.2.5, 13.7, 15.4.1.1
 Limitations of Liability
 2.3, 3.2.2, 3.5, 3.12.10, 3.17, 3.18.1, 4.2.6, 4.2.7,
 4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3,
 11.1.2, 11.2, 11.3.7, 12.2.5, 13.4.2
 Limitations of Time
 2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,
 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,
 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.3.1.5,
 11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15
Loss of Use Insurance
11.3.3

Material Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5

Materials, Hazardous
10.2.4, 10.3

Materials, Labor, Equipment and
1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13,
3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3,
9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

Means, Methods, Techniques, Sequences and
Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien
2.1.2, 15.2.8

Mediation
8.3.1, 10.3.5, 10.3.6, 15.2.1, 15.2.5, 15.2.6, 15.3,
15.4.1

Minor Changes in the Work
1.1.1, 3.12.8, 4.2.8, 7.1, 7.4

MISCELLANEOUS PROVISIONS
13

Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7,
10.3.2, 11.3.1

Mutual Responsibility
6.2

Nonconforming Work, Acceptance of
9.6.6, 9.9.3, 12.3

Nonconforming Work, Rejection and Correction of
2.3, 2.4, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4,
12.2.1

Notice
2.2.1, 2.3, 2.4, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1, 9.7,
9.10, 10.2.2, 11.1.3, 12.2.2.1, 13.3, 13.5.1, 13.5.2,
14.1, 14.2, 15.2.8, 15.4.1

Notice, Written
2.3, 2.4, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 9.7, 9.10,
10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, 13.3, 14, 15.2.8,
15.4.1

Notice of Claims
3.7.4, 10.2.8, 15.1.2, 15.4

Notice of Testing and Inspections
13.5.1, 13.5.2

Observations, Contractor's
3.2, 3.7.4

Occupancy
2.2.2, 9.6.6, 9.8, 11.3.1.5

Orders, Written
1.1.1, 2.3, 3.9.2, 7, 8.2.2, 11.3.9, 12.1, 12.2.2.1,
13.5.2, 14.3.1

OWNER
2

Owner, Definition of
2.1.1

Owner, Information and Services Required of the
2.1.2, 2.2, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2,
9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.3, 13.5.1,
13.5.2, 14.1.1.4, 14.1.4, 15.1.3

Owner's Authority
1.5, 2.1.1, 2.3, 2.4, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2,
4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1,
7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1,
9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2, 12.3,
13.2.2, 14.3, 14.4, 15.2.7

Owner's Financial Capability
2.2.1, 13.2.2, 14.1.1.4

Owner's Liability Insurance
11.2

Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work
2.4, 14.2.2

Owner's Right to Clean Up
6.3

Owner's Right to Perform Construction and to Award Separate Contracts
6.1

Owner's Right to Stop the Work
2.3

Owner's Right to Suspend the Work
14.3

Owner's Right to Terminate the Contract
14.2

Ownership and Use of Drawings, Specifications and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, 1.5, 2.2.5, 3.2.2, 3.11, 3.17, 4.2.12,
5.3

Partial Occupancy or Use
9.6.6, 9.9, 11.3.1.5

Patching, Cutting and
3.14, 6.2.5

Patents
3.17

Payment, Applications for
4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1,
14.2.3, 14.2.4, 14.4.3

Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1,
9.10.3, 13.7, 14.1.1.3, 14.2.4

Payment, Failure of
9.5.1.3, 9.7, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2

Payment, Final
4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 12.3,
13.7, 14.2.4, 14.4.3

Payment Bond, Performance Bond and
7.3.7.4, 9.6.7, 9.10.3, 11.4

Payments, Progress
9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3

PAYMENTS AND COMPLETION
9

Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

PCB

10.3.1

Performance Bond and Payment Bond

7.3.7.4, 9.6.7, 9.10.3, 11.4

Permits, Fees, Notices and Compliance with Laws

2.2.2, 3.7, 3.13, 7.3.7.4, 10.2.2

PERSONS AND PROPERTY, PROTECTION

OF

10

Polychlorinated Biphenyl

10.3.1

Product Data, Definition of

3.12.2

Product Data and Samples, Shop Drawings

3.11, 3.12, 4.2.7

Progress and Completion

4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.3

Progress Payments

9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3

Project, Definition of

1.1.4

Project Representatives

4.2.10

Property Insurance

10.2.5,

PROTECTION OF PERSONS AND PROPERTY

10

Regulations and Laws

1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1,

10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14,

15.2.8, 15.4

Rejection of Work

3.5, 4.2.6, 12.2.1

Releases and Waivers of Liens

9.10.2

Representations

3.2.1, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1,

9.8.2, 9.10.1

Representatives

2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1,

5.1.2, 13.2.1

Responsibility for Those Performing the Work

3.3.2, 3.18, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10

Retainage

9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3

Review of Contract Documents and Field

Conditions by Contractor

3.2, 3.12.7, 6.1.3

Review of Contractor's Submittals by Owner and

Architect

3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2

Review of Shop Drawings, Product Data and

Samples by Contractor

3.12

Rights and Remedies

1.1.2, 2.3, 2.4, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,
6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4,
13.4, 14, 15.4

Royalties, Patents and Copyrights

3.17

Rules and Notices for Arbitration

15.4.1

Safety of Persons and Property

10.2, 10.4

Safety Precautions and Programs

3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4

Samples, Definition of

3.12.3

Samples, Shop Drawings, Product Data and

3.11, 3.12, 4.2.7

Samples at the Site, Documents and

3.11

Schedule of Values

9.2, 9.3.1

Schedules, Construction

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Separate Contracts and Contractors

1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2

Shop Drawings, Definition of

3.12.1

Shop Drawings, Product Data and Samples

3.11, 3.12, 4.2.7

Site, Use of

3.13, 6.1.1, 6.2.1

Site Inspections

3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.4.2, 9.10.1, 13.5

Site Visits, Architect's

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5

Special Inspections and Testing

4.2.6, 12.2.1, 13.5

Specifications, Definition of

1.1.6

Specifications

1.1.1, 1.1.6, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14

Statute of Limitations

13.7, 15.4.1.1

Stopping the Work

2.3, 9.7, 10.3, 14.1

Stored Materials

6.2.1, 9.3.2, 10.2.1.2, 10.2.4

Subcontractor, Definition of

5.1.1

SUBCONTRACTORS

5

Subcontractors, Work by

1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2,

9.6.7

Subcontractual Relations

5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1

Submittals
 3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3,
 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3
 Submittal Schedule
 3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
 6.1.1, 11.3.7
Substantial Completion
 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3,
 12.2, 13.7
Substantial Completion, Definition of
9.8.1
 Substitution of Subcontractors
 5.2.3, 5.2.4
 Substitution of Architect
 4.1.3
 Substitutions of Materials
 3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2
 Subsurface Conditions
 3.7.4
Successors and Assigns
13.2
Superintendent
 3.9, 10.2.6
Supervision and Construction Procedures
 1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4,
 7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3
 Surety
 5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7
 Surety, Consent of
 9.10.2, 9.10.3
 Surveys
 2.2.3
Suspension by the Owner for Convenience
14.3
 Suspension of the Work
 5.4.2, 14.3
 Suspension or Termination of the Contract
 5.4.1.1, 14
Taxes
 3.6, 3.8.2.1, 7.3.7.4
Termination by the Contractor
14.1, 15.1.6
Termination by the Owner for Cause
 5.4.1.1, 14.2, 15.1.6
Termination by the Owner for Convenience
14.4
 Termination of the Architect
 4.1.3
 Termination of the Contractor
 14.2.2
TERMINATION OR SUSPENSION OF THE
CONTRACT
14

Tests and Inspections
 3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2,
 9.10.1, 10.3.2, 11.4.1, 12.2.1, 13.5
TIME
8
Time, Delays and Extensions of
 3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7,
 10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5
 Time Limits
 2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2,
 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,
 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 12.2, 13.5,
 13.7, 14, 15.1.2, 15.4
Time Limits on Claims
 3.7.4, 10.2.8, 13.7, 15.1.2
 Title to Work
 9.3.2, 9.3.3
Transmission of Data in Digital Form
1.6
UNCOVERING AND CORRECTION OF
WORK
12
Uncovering of Work
12.1
 Unforeseen Conditions, Concealed or Unknown
 3.7.4, 8.3.1, 10.3
 Unit Prices
 7.3.3.2, 7.3.4
 Use of Documents
 1.1.1, 1.5, 2.2.5, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
 Waiver of Claims by the Architect
 13.4.2
 Waiver of Claims by the Contractor
 9.10.5, 13.4.2, 15.1.6
 Waiver of Claims by the Owner
 9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6
 Waiver of Consequential Damages
 14.2.4, 15.1.6
 Waiver of Liens
 9.10.2, 9.10.4
Waivers of Subrogation
 6.1.1, 11.3.7
Warranty
 3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7
 Weather Delays
 15.1.5.2
Work, Definition of
1.1.3
 Written Consent
 1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5,
 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2, 15.4.4.2
 Written Interpretations
 4.2.11, 4.2.12

Written Notice

2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7,
9.10, 10.2.2, 10.3, 11.1.3, 12.2.2, 12.2.4, 13.3, 14,
15.4.1

Written Orders

1.1.1, 2.3, 3.9, 7, 8.2.2, 12.1, 12.2, 13.5.2, 14.3.1,
15.1.2

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights, or other rights or exclusion of rights as indicated in the agreement between Owner and Architect. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or

the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other

facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay all obligatory sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 3 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume

the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be

required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect and the Owner.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will sign the Application for Payment.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and sign the final Application for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may

be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that

the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect;; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.2.3 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.2.4 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the percentages for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.2.5 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately after the issuance of a Change Order.

§ 7.3 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and consistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

(Paragraphs deleted)

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect and the Owner, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect or Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least five days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within three days after receipt of the Contractor's Application for Payment, either sign the Application for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 Signing the Application for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation

of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. Signing the Application for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, signing the Application for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold approval of the Application for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to approve payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold signing an Application for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding approval are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds approving a payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has signed the Application for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the

right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not sign an Application for Payment, through no fault of the Contractor, within three days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within the time frame established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Contractor for their written acceptance of responsibilities assigned to them in such Certificate, then to the Owner for their approval. Upon such acceptance, the Owner shall make payment applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect and Owner will promptly make such inspection and, when the Architect and Owner finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly sign and issue a Final Completion Certificate stating that the Work has been completed in accordance with terms and conditions of the Contract Documents. The Architect's approval of the final Application for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Final payment shall not become due until the Contractor submits to the Owner (1) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (2) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (3) consent of surety, if any, to final payment, and (4), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the

Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PERFORMANCE BOND AND PAYMENT BOND

§ 11.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

(Paragraphs deleted)

§ 11.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

(Paragraphs deleted)

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

(Paragraphs deleted)

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

1. damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
2. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Owner will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction

Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

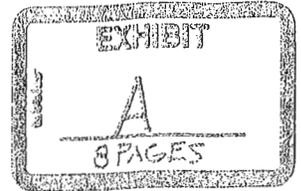
§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.



CITY OF SANTA FE

FACILITIES DIVISION
P.O. BOX 909
SANTA FE, NEW MEXICO 87504-0909
(505) 955-5937



REQUEST FOR WRITTEN QUOTATION (8 pages)

Fort Marcy Recreation Complex
Building Entry Remodeling and Associated Work

DUE:

February 26, 2015 - 3:00 P.M.

Attention:

Jason M. Kluck, Facilities Division Project Administrator
2651 Siringo Road, Bldg. E
Santa Fe, NM 87505
Phone #955-5937 FAX #955-5969

Email: jmkluck@santafenm.gov

BACKGROUND & SUMMARY

The Fort Marcy Recreation Complex building is a highly utilized facility in the heart of the downtown Santa Fe area. Except for observed holidays it is open to the public from 6:00am-8:30pm weekdays, and from 9:00am to 4:00pm Saturdays. Due to facility efficiency concerns in general, patron admission security and check-in convenience challenges and needed upgrades to accessibility and life safety features, the determination has been made to undertake a small remodeling of the facility to help address these matters.

The City of Santa Fe Facilities Division, is soliciting written QUOTATIONS for turn-key remodeling services as described in the included drawings and specifications and as required to perform the following improvements to the Fort Marcy Recreation Complex facility building:

1. Relocate the patron main entrance from its existing location to the administration wing existing entry with associated needed modifications to the structure, reception area(s) configuration, cabinetry, equipment and room finishes.
2. Convert the existing entrance into an exit only configuration.
3. Modify the front exercise area to accommodate additional City Staff supervisory area and patron help desk.
4. Replace the existing rubber flooring per the plans.
5. Add and modify interior and minor exterior signage including required exiting signage.
6. Repair, modify and/or replace exit doors and features of associated routes as necessary.
7. Perform all new work and upgrade any features affected by the work, in strict compliance with ADA 2010 Standards for State and Local Governments: Title II.
8. Relocate (1) equipment shed with associated work.
9. Repair and/or modify drainage ways at locations critical to the above modifications.
10. Other incidental work related to the above scope.

The Contractor shall arrange to visit and inspect the facility prior to submission of a quotation. Any replacement, modification or matching of existing building components or features that may

affect their originally intended appearance, and that are not plainly prescribed in the Contract Documents, shall be assumed to be "in-kind" in nature unless otherwise approved by the Owner.

SCOPE OF WORK

Services shall include all work as described in the included construction documents and as indicated herein. The Contractor shall include provisions in the quote for all coordination, meetings, conferences with the Architect, authorized City Project Administrator, any associated building officials, subcontractors, vendors or suppliers to insure a comprehensive, fully functioning and warrantied final product executed in accordance with the intention of the Contract Documents and all applicable laws, codes and ordinances.

The Contractor shall additionally provide the following items and services to the City:

- 1) Issue and adhere to a comprehensive schedule of permitting, construction, close-out and warranty inspections.
- 2) Secure and cover expenses and fees for all required permits.
- 3) Deliver permit notices, inspection tickets immediately upon receipt and CID Permit Summary immediately upon passing final inspection.
- 4) Develop and implement a construction staging strategy to minimize interference with the Public, Facility Staff and Facility Operation.
- 5) Provide one year contractor's warranty covering all improvements included in the contract.
- 6) Deliver Certificate of Occupancy, Permit Summaries, O&M manuals and all applicable lien waivers, releases and warranties in a timely manner and as a condition of final payment.
- 7) Conduct a walkthrough and hand-off meeting at the facility with City Facilities Staff and Ft. Marcy Staff after Substantial Completion of the work.
- 8) Issue accurate Pay Applications and wage rate Statements of Compliance in a timely manner.

- 9) Maintain a well-kept area of staging and construction, free from loose construction debris and building materials for the duration of the work, in conjunction with any necessary dump equipment, dump staging, hauling, permitting and fees.
- 10) Maintain any needed or required public and worker safety measures for the duration of the work.
- 11) The Contractor shall include in the quote the cost of all landfill dumping fees; additionally, the General Contractor shall be responsible that all rubble, excess materials, etc., are disposed of at an approved, legal dumping site.
- 12) The Contractor shall account for existing conditions and facility activities affecting the work and the schedule and shall consult and coordinate with the Owner as applicable and make advance and timely provisions for these accordingly.
- 13) The Contractor shall coordinate with the Owner and provide for any temporary on-site facilities, staging or storage areas required for performance of the work.
- 14) The Contractor shall make advance and timely provisions for Large vehicle, crane, lift and special access, etc. to and on the site and conduct any necessary special coordination to facilitate this work and limit its impact, to the extent possible, on existing conditions and facility operations.
- 15) The Contractor shall take all reasonable precautions and make any provisions necessary to protect existing building features and conditions for the duration of the work and shall coordinate with Facilities and Ft. Marcy Staff to determine these measures as appropriate.
- 16) The Contractor shall make reasonable provisions to insure that the environments in areas of the facility that are in active use, remain free from excessive noise, dust, fumes and the like during periods of work.
- 17) The Contractor shall make reasonable efforts to contain the impact of work performance on daily facility operations and to prevent unnecessary contact of the Contractor's laborers, representatives and the like with patrons of the facility.
- 18) The Contractor shall coordinate with Facilities and Ft. Marcy Staff to determine

provisions for temporary power, other temporary utilities or services that may be required to complete the work. If existing on-site amenities are determined insufficient, the Contractors shall provide these as necessary to complete the work as required.

- 19) The Contractor shall provide and maintain portable Chemical Toilet(s) on site for the duration of the work for use by the Contractor, sub-contractors, vendors, suppliers, inspectors and authorized City Staff. These toilet facilities shall be secured during non-work hours and shall be located as approved by the Owner. The Contractor shall not utilize existing facility amenities for personal use during performance of the work.
- 20) Work areas, and specifically any new work shall remain protected and/or entirely free of debris and tools during non-work hours. Any rust or other stains induced by sitting tools, equipment or debris are of particular concern. Materials, tools and equipment shall not be stored in the Facility except as specifically approved by the Owner and with necessary precautions in place.
- 21) The Contractor shall provide reasonable access to Facilities and Ft. Marcy Staff or other authorized vendors for any necessary periodic maintenance, repair and monitoring of the facility and systems that may be located in the area(s) of work.
- 22) The Contractor shall coordinate with Facilities and Ft. Marcy Staff to determine access locations and parameters required for the work. These shall be maintained for the duration of the work unless otherwise authorized by the Owner.
- 23) The Contractor shall coordinate with the Owner in a timely manner in advance of any work requiring temporary closure or downtime of the facility, an area of the facility or of any utilities and systems.

Any additional work required by agreed upon changes to the scope of work, contract documents and/or scope of the improvement project will be considered by change request.

CONTRACT & APPROVALS

Award of Contract will be based upon a lump sum price and preliminary schedule of construction services. Please attach a brief summary of experience with similar work on municipal facility construction with this quote.

The Contract will be made between the City and CES/General Contractor in the form of AIA A101 Standard Form of Agreement Between Owner and Contractor, and AIA A201 General Conditions of the Contract for Construction with the quote and the RFQ as exhibits.

Additions, changes, corrections will be by addendum only. All additions, changes, corrections, questions will be submitted to this office in writing.

Please submit quotations by February 26, 2015 at 3:00pm. Late quotations will not be accepted.

Upon acceptance of the qualified low quote, The Notice of Intent to Award along with the agreement between The City of Santa Fe and the Contractor will be submitted to the successful bidder for review and signature and then will be routed for City Council approval. After the contract is approved and recorded by the City Clerk, the contract will be forwarded to the Contractor along with a Purchase Order to initiate the contract. The Notice to Proceed will be issued thereafter.

The City will require the following information from the successful bidder in order to draw up the agreement:

1. Quotation including any inclusions and exclusions, etc.
2. Current CES Contract Award Letter and amendments along with Form D & line item pricing section of the full contract
4. IRS Form W-9
5. New Mexico Taxation and Revenue Department CRS number
6. City of Santa Fe Business Registration or License number
7. Completed NMDWS documents
8. Performance Bond & Certificate of Liability Insurance with the City of Santa Fe named as Certificate Holder:

City of Santa Fe
Public Works Department – Facilities Division
2651 Siringo Road, Bldg. E
Santa Fe, NM 87505

Performance Payment Bonds	100% of the Contract amount
Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 general aggregate
Automobile Liability	\$500,000 combined single limit
Workers Compensation	\$100,000 each accident, \$100,000 disease, each employee
Workers	\$500,000 disease, policy limit

TIME/SCHEDULING

Scope of Work is anticipated to begin in early April of 2015 and be completed in early June of 2015.

Please feel free to contact the Project Administrator with any questions, concerns or facilities access needs prior to submitting quotations.

FEE

The contractor shall provide the services requested above for the following prices:

ATTACHMENTS

Project drawings and specifications
NMDWS NOA, Poster B and Public Works Project Requirements

SUBMIT WRITTEN QUOTE/PROPOSAL to the e-mail address or fax number above (call first) or in person at the Facilities Division office.

Fort Marcy Recreation Complex
Building Entry Remodeling and Associated Work

Request for Quotation

SUBMITTED BY: _____

FIRM

ADDRESS

CITY

STATE

ZIP

TELEPHONE #

FAX #

SIGNATURE

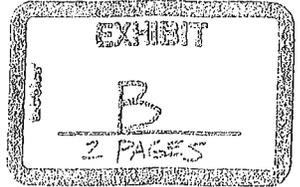
DATE

NM Taxation & Revenue CRS # _____

City of Santa Fe Business Registration # _____

License # _____

Classification: _____



Project: City of Santa Fe Fort Marcy Complex Project

Request for Quotation

SUBMITTED BY: ESA Construction, Inc.

FIRM

3435 Girard NE

ADDRESS

Albuquerque, NM 87107

CITY STATE ZIP

505-884-2171 505-889-3150

TELEPHONE # FAX #

Steven C. Pannell 3/12/2015

SIGNATURE DATE

Steven C. Pannell
Vice-President

NM Taxation & Revenue CRS # 02-102987-003

City of Santa Fe Business Registration # Pending contract award

License # 28493

Classification: GB98/GF05

We acknowledge the receipt of the following addenda:

- Addendum No. 1 dated 2/02/2015
- Addendum No. 2 dated 2/23/2015
- Addendum No. 3 dated 2/25/2015
- Addendum No. 4 dated 3/09/2015
- Addendum No. 5 dated 3/11/2015

Base Bid Amount \$	135,524	NMGRT \$	11,096	Subtotal \$	146,620
Alt#1 Amount \$	5,589	NMGRT \$	458	Subtotal \$	6,047
Alt#2 Amount \$	1,505	NMGRT \$	123	Subtotal \$	1,628

Grand Total Bid Amount with NMGRT: One Hundred Fifty Four Thousand Two Hundred Ninety Five Dollars \$ 154,295.00

City of Santa Fe Fort Marcy Complex Project
 Cost Breakdown
 March 13, 2015

Description	Amount
Division 02	\$ 12,893.00
Division 03	\$ 11,591.00
Division 05	\$ 3,260.00
Division 06	\$ 8,324.00
Division 07	\$ 9,017.00
Division 08	\$ 6,259.00
Division 09A (Stucco)	\$ 16,580.00
Division 09B (Misc.)	\$ 8,531.00
Division 09C (Flooring)	\$ 37,198.00
Division 10	\$ 1,710.00
Division 15	\$ 2,379.00
Division 16	\$ 9,678.00
Division 31	\$ 7,052.00
Division 33	\$ 1,047.00
Subtotal:	\$ 135,524.00
Auto Door Opener	\$ 5,589.00
Aluminum Window	\$ 1,505.00
Subtotal:	\$ 142,618.00
NMGRT @ 8.1875%	\$ 11,676.85
Grand Total:	\$ 154,294.85



Job Order Contract
Contractor's Price Proposal Summary- Category

Work Order #: 028036.00
Title: Fort Marcy Park
Contractor: CES/PSFA New Mexico - ESA Construction
Proposal Value: \$139,965.19
Proposal Name: Fort Marcy Park

To: Project Manager From: Contractor Project Manager

No Category Input:	\$139,965.19
Project Proposal Total	\$139,965.19

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

Job Order Contract
 Contractor's Price Proposal Detail- Category

Work Order #: 028036.00
 Title: Fort Marcy Park
 Contractor: CES/PSFA New Mexico - ESA Construction
 Proposal Value: \$139,965.19
 Proposal Name: Fort Marcy Park

CSI Number	Mod.	UCM	Description	Live Total
No Category Input				
1	01 22 18 00-0002	EA	Reimbursable Fees Reimbursable fees will be paid to the contractor for the actual cost, without mark-up, for which a receipt or bill is received. The Adjustment Factor applied to Reimbursable Fees will be 1.0000. The labor cost involved in obtaining all permits is in the Adjustment Factor. The base cost of the Reimbursable Fee is \$1.00. The quantity used will adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, each one shall be listed separately with a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be included with the Proposal.	\$3,500.00
			Installation	Quantity 3,089.84 x Unit Price \$1.00 x Factor 1.1402 = Total \$3,500.00
			Cash allowance	
2	01 22 18 00-0004	EA	New Mexico Gross Receipts Tax -- Varies by County	\$10,592.40
			Installation	Quantity 10,592.40 x Unit Price \$1.00 x Factor 1.0000 = Total \$10,592.40
			NMVRT at 8.1875%	
3	01 22 20 00-0015	HR	Laborer Tasks in the CTC include appropriate costs to cover labor. These tasks will be requested specifically by the owner for miscellaneous work not covered in the CTC.	\$4,838.10
			Installation	Quantity 180.00 x Unit Price \$26.52 x Factor 1.1402 = Total \$4,838.10
			clean-up and traffic control	
4	01 58 18 00-0024	SF	1/2" Gypsum Board On Both Sides, Temporary Wood Stud Wall, 16" On Center	\$1,915.54
			Installation	Quantity 500.00 x Unit Price \$3.36 x Factor 1.1402 = Total \$1,915.54
5	01 58 18 00-0058	SF	Masonite For Floor Protection	\$155.07
			Installation	Quantity 200.00 x Unit Price \$0.88 x Factor 1.1402 = Total \$155.07
6	01 58 28 00-0143	LF	Temporary 6' High Chain Link Fence Panels (Portable), Up To 6 Months	\$412.75
			Installation	Quantity 200.00 x Unit Price \$1.81 x Factor 1.1402 = Total \$412.75

Contractor's Price Proposal Detail- Category Continued.

Work Order #: 028036.00
 Title: Fort Marcy Park

CSI Number	Mod.	UCR	Description	Line Total
No Category Input				
7	01 71 13 00-0003	EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' Bed Includes delivery and pickup. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with >40' boom lengths, etc.	\$1,368.24
		Installation	Quantity 4.00 x Unit Price \$300.00 x Factor 1.1402 = Total \$1,368.24	
8	02 41 13 13-0003	GSF	Commercial Building Interior Up To 2,000 SF, Gutting And Disposal Into Dumpster Or Truck	\$1,564.00
		Installation	Quantity 300.00 x Unit Price \$4.88 x Factor 1.1402 = Total \$1,564.00	
9	02 41 13 13-0030	CF	Demo Reinforced Concrete Footing	\$1,479.41
		Installation	Quantity 150.00 x Unit Price \$9.86 x Factor 1.1402 = Total \$1,479.41	
10	02 41 13 13-0029	SF	Demo 8" Thick Reinforced Concrete Block Exterior Wall	\$2,307.78
		Installation	Quantity 800.00 x Unit Price \$2.93 x Factor 1.1402 = Total \$2,307.78	
11	02 41 13 13-0043	LF	Saw Cut Welded Wire Reinforced Concrete Slab Up To 4" Depth	\$104.80
		Installation	Quantity 50.00 x Unit Price \$1.84 x Factor 1.1402 = Total \$104.80	
12	02 41 13 13-0049	LF	Saw Cut Rod Reinforced Concrete Slab Up To 4" Depth	\$580.82
		Installation	Quantity 180.00 x Unit Price \$2.89 x Factor 1.1402 = Total \$580.82	
13	02 41 13 13-0058	EA	Saw Cut Minimum Charge For projects where the total saw cutting charge is less than the minimum charge, use this task exclusively. This task should not be used in conjunction with any other tasks in this section.	\$2,203.28
		Installation	Quantity 4.00 x Unit Price \$483.09 x Factor 1.1402 = Total \$2,203.28	
14	02 41 13 13-0301	EA	Drill 6" Diameter Core In 15" To 18" Limestone	\$1,505.41
		Installation	Quantity 15.00 x Unit Price \$88.02 x Factor 1.1402 = Total \$1,505.41	
15	02 41 13 13-0317	SF	8" Thick Reinforced Concrete Slab On Grade Cutouts, <24 SF	\$3,213.65
		Installation	Quantity 150.00 x Unit Price \$18.79 x Factor 1.1402 = Total \$3,213.65	
16	02 41 13 13-0008	SF	Remove Resilient/Linoleum Flooring And Salvage	\$855.15
		Installation	Quantity 3,000.00 x Unit Price \$0.28 x Factor 1.1402 = Total \$855.15	
17	03 11 13 00-0003	SF	Continuous Footings Foundation Wood Formwork	\$87.80
		Installation	Quantity 25.00 x Unit Price \$3.08 x Factor 1.1402 = Total \$87.80	
18	03 11 13 00-0003	0001 SF	For <1,000, Add	\$30.22
		Installation	Quantity 50.00 x Unit Price \$0.53 x Factor 1.1402 = Total \$30.22	
19	03 11 13 00-0026	SF	Elevated Slab Wood Formwork	\$126.56
		Installation	Quantity 25.00 x Unit Price \$4.44 x Factor 1.1402 = Total \$126.56	

Contractor's Price Proposal Detail- Category Continued.

Work Order #: 028038.00
 Title: Fort Marcy Park

CSI Number	Mod.	UCM	Description	Line Total
No Category Input				
20	03 11 13 00-0028	0006	SF For <1000, Add	\$24.14
			Installation Quantity 75.00 x Unit Price \$0.75 x Factor 1.1402 = Total \$84.14	
21	03 11 13 00-0087		LF 3/4" Wide Chamfer Strips for Concrete Formwork, All Materials	\$55.30
			Installation Quantity 50.00 x Unit Price \$0.97 x Factor 1.1402 = Total \$55.30	
22	03 11 23 00-0002		SF Cast On Grade Stairway Wood Formwork	\$549.01
			Installation Quantity 75.00 x Unit Price \$8.42 x Factor 1.1402 = Total \$549.01	
23	03 11 23 00-0002	0006	SF For <1000, Add	\$103.47
			Installation Quantity 75.00 x Unit Price \$1.21 x Factor 1.1402 = Total \$103.47	
24	03 15 10 00-0014		LF 1/4" x 4" Asphalt Saturated Fiber, Premolded Expansion Joint	\$174.45
			Installation Quantity 150.00 x Unit Price \$1.02 x Factor 1.1402 = Total \$174.45	
25	03 21 11 00-0007		TON Grade 80 Reinforcing Steel, Footings And Slabs, #7-Up	\$3,809.89
			Installation Quantity 2.00 x Unit Price \$1,710.18 x Factor 1.1402 = Total \$3,809.89	
26	03 31 13 00-0028		CY Up To 8", By Direct Chute, Place 3000 PSI Concrete Slab On Grade	\$3,444.54
			Installation Quantity 25.00 x Unit Price \$120.84 x Factor 1.1402 = Total \$3,444.54	
27	03 31 13 00-0028	0002	CY For 3,500 PSI Concrete, Add	\$153.64
			Installation Quantity 25.00 x Unit Price \$5.39 x Factor 1.1402 = Total \$153.64	
28	03 35 18 00-0004		SF Concrete Floor Finishes, Broom	\$102.62
			Installation Quantity 200.00 x Unit Price \$0.45 x Factor 1.1402 = Total \$102.62	
29	03 54 00 00-0002		SF 1/8" Thick Self Levelling Cementitious Underlayment For Floors Including Surface Preparation	\$5,472.96
			Installation Quantity 4,000.00 x Unit Price \$1.20 x Factor 1.1402 = Total \$5,472.96	
30	05 12 23 00-0350		LF W8 x 10 A36 Structural Beam Or Girder	\$429.40
			Installation Quantity 20.00 x Unit Price \$18.83 x Factor 1.1402 = Total \$429.40	
31	05 41 00 00-0003		SF 3-5/8" Width, 18 Gauge, Load Bearing, Structural Metal Framing Stud With Tracks And Runners, 16" On Center	\$1,367.10
			Installation Quantity 400.00 x Unit Price \$2.81 x Factor 1.1402 = Total \$1,281.58	
			Demolition Quantity 250.00 x Unit Price \$0.30 x Factor 1.1402 = Total \$85.52	
32	05 41 00 00-0003	0182	SF For >200 To 500, Add	\$102.62
			Installation Quantity 250.00 x Unit Price \$0.36 x Factor 1.1402 = Total \$102.62	
33	05 41 00 00-0005		SF 6" Width, 18 Gauge, Load Bearing, Structural Metal Framing Stud With Tracks And Runners, 16" On Center	\$1,938.34
			Installation Quantity 400.00 x Unit Price \$3.91 x Factor 1.1402 = Total \$1,783.27	
			Demolition Quantity 400.00 x Unit Price \$0.34 x Factor 1.1402 = Total \$155.07	

Contractor's Price Proposal Detail- Category Continued..

Work Order #: 028038.00
 Title: Fort Marcy Park

CSI Number	Mod.	UCM	Description	Line Total
No Category Input				
34	05 41 00 00-0005	0182	SF For >200 To 500, Add	\$214.36
			Installation	
			Quantity 400.00 x Unit Price \$0.47 x Factor 1.1402 = Total \$214.36	
35	05 42 33 00-0010		LF 11-1/2" - 14 Gauge Steel Joists	\$729.98
			Installation	
			Quantity 60.00 x Unit Price \$10.87 x Factor 1.1402 = Total \$729.98	
36	08 18 43 00-0003		SF 5/8" Exterior Gypsum Sheathing (GP Dens-Glass Gold)	\$875.67
			Installation	
			Quantity 400.00 x Unit Price \$1.55 x Factor 1.1402 = Total \$708.92	
			Demolition	
			Quantity 400.00 x Unit Price \$0.37 x Factor 1.1402 = Total \$166.75	
37	08 18 43 00-0003	0007	SF For Application To Metal Studs, Joists, Or Rafters, Add	\$59.29
			Installation	
			Quantity 400.00 x Unit Price \$0.13 x Factor 1.1402 = Total \$59.29	
38	06 41 13 00-0007		EA >21" To 24" Width, 34-1/2" High x 24" Deep Base Cabinet Prefinished with solid hardwood face frames, hardwood door frames and drawer fronts. Hardwood veneer on raised door panels. Excludes top.	\$3,702.64
			Installation	
			Quantity 10.00 x Unit Price \$287.88 x Factor 1.1402 = Total \$3,368.43	
			Demolition	
			Quantity 8.00 x Unit Price \$33.57 x Factor 1.1402 = Total \$308.21	
39	08 41 13 00-0007	0057	EA For ADA Cabinet Units (includes All ADA Hardware), Add	\$570.21
			Installation	
			Quantity 10.00 x Unit Price \$50.01 x Factor 1.1402 = Total \$570.21	
40	08 41 13 00-0007	0057	EA For Premium Grade, Add	\$1,425.59
			Installation	
			Quantity 10.00 x Unit Price \$125.03 x Factor 1.1402 = Total \$1,425.59	
41	07 05 13 00-0004		EA Labor Crew Up-Charge For >2 To 3 SQ, Add To Line Item	\$865.82
			Installation	
			Quantity 3.00 x Unit Price \$253.12 x Factor 1.1402 = Total \$865.82	
42	07 11 13 00-0006		CSF Primer And 2 Coats, Fibrous Asphalt Dampproofing, Troweled On	\$472.89
			Installation	
			Quantity 2.00 x Unit Price \$207.37 x Factor 1.1402 = Total \$472.89	
43	07 13 53 00-0013		CSF 1/32" Neoprene Sheet Waterproofing	\$267.95
			Installation	
			Quantity 2.00 x Unit Price \$117.50 x Factor 1.1402 = Total \$267.95	
44	07 21 13 13-0011		SF 2" Thick, R7.70, Molded Expanded Polystyrene, Foam Board Insulation (MEPS)	\$149.37
			Installation	
			Quantity 100.00 x Unit Price \$1.31 x Factor 1.1402 = Total \$149.37	
45	07 21 18 00-0006		SF 5-1/2" Thick, Kraft Faced, R-21 Fiberglass Flexible Insulation	\$529.05
			Installation	
			Quantity 400.00 x Unit Price \$1.16 x Factor 1.1402 = Total \$529.05	
46	07 21 18 00-0009		SF 12" Thick, Kraft Faced, R-38 Fiberglass Flexible Insulation	\$358.02
			Installation	
			Quantity 200.00 x Unit Price \$1.57 x Factor 1.1402 = Total \$358.02	
47	07 41 13 00-0006		SF 22 Gauge Galvanized Exposed Fastener Metal Roof Panels	\$211.51
			Installation	
			Quantity 50.00 x Unit Price \$3.71 x Factor 1.1402 = Total \$211.51	

Contractor's Price Proposal Detail- Category Continued..

Work Order #: 028036.00
 Title: Fort Marcy Park

CSI Number	Mod.	UCM	Description	Line Total
No Category Input				
48	07 52 13 13-0007		SQ 180 Mil, APP Modified Bitumen Ply Sheet, Torch-Applied	\$380.19
			Installation Quantity 3.00 x Unit Price \$108.30 x Factor 1.1402 = Total \$380.19	
49	07 52 13 13-0015		SQ 180 Mil, Fire Rated, Granule Surfaced, APP Modified Bitumen Cap Sheet, Torch-Applied	\$713.99
			Installation Quantity 4.00 x Unit Price \$158.55 x Factor 1.1402 = Total \$713.99	
50	07 52 13 13-0015	0158	SQ For Up To 10, Add	\$50.21
			Installation Quantity 4.00 x Unit Price \$11.01 x Factor 1.1402 = Total \$50.21	
51	07 59 00 00-0002		LF Roofing Membrane Termination Bar/Includes fasteners and caulking.	\$117.44
			Installation Quantity 50.00 x Unit Price \$2.08 x Factor 1.1402 = Total \$117.44	
52	07 82 00 00-0044		LF 12-14" Wide (Stretch-out), 0.04" Thick, Mill Finish, Aluminum Coping System With Galvanized Steel Cleats	\$879.78
			Installation Quantity 80.00 x Unit Price \$12.88 x Factor 1.1402 = Total \$879.78	
53	07 82 00 00-0044	0082	LF For 8-11" Width (Stretch-out), Deduct	-\$64.99
			Installation Quantity 50.00 x Unit Price \$-1.14 x Factor 1.1402 = Total -\$64.99	
54	07 82 00 00-0051		SF 24 Gauge, Galvanized Steel Flashing	\$170.12
			Installation Quantity 20.00 x Unit Price \$7.48 x Factor 1.1402 = Total \$170.12	
55	07 71 23 00-0180		LF 4" x 4", 28 Gauge, Square Galvanized Steel Downspout	\$126.90
			Installation Quantity 30.00 x Unit Price \$3.71 x Factor 1.1402 = Total \$126.90	
56	07 84 13 19-0003		EA 1-1/2" Diameter Hole With 1/2" Pipe, Sealed With Intumescent Firestop Sealant	\$183.16
			Installation Quantity 15.00 x Unit Price \$9.54 x Factor 1.1402 = Total \$183.16	
57	07 82 00 00-0006		CLF 3/8" x 1/2" Joint, Silicone Sealant And Caulking	\$851.80
			Installation Quantity 3.00 x Unit Price \$249.02 x Factor 1.1402 = Total \$851.80	
58	08 12 13 13-0085		EA 3' x 6'-8" Through 7'-2" x 6-3/4" Deep Metal Door Frame, 18 Gauge	\$123.45
			Installation Quantity 1.00 x Unit Price \$72.18 x Factor 1.1402 = Total \$82.30	
			Demolition Quantity 1.00 x Unit Price \$38.09 x Factor 1.1402 = Total \$41.15	
59	08 12 13 13-0085	0073	EA For Welded Frame, Add	\$51.31
			Installation Quantity 1.00 x Unit Price \$45.00 x Factor 1.1402 = Total \$51.31	
60	08 12 13 13-0085	0079	EA For 1-1/2 Hour Rating, Add	\$40.00
			Installation Quantity 1.00 x Unit Price \$35.08 x Factor 1.1402 = Total \$40.00	
61	08 12 13 13-0085	0084	EA For 6-7/8" To 8-3/4" Wall, Add	\$20.18
			Installation Quantity 1.00 x Unit Price \$17.70 x Factor 1.1402 = Total \$20.18	
62	08 13 13 13-0064		EA 3' x 7' x 1-3/4" 18 Gauge Metal Door (Unrated)	\$1,220.20
			Installation Quantity 3.00 x Unit Price \$335.08 x Factor 1.1402 = Total \$1,148.11	
			Demolition Quantity 3.00 x Unit Price \$21.66 x Factor 1.1402 = Total \$74.00	

Contractor's Price Proposal Detail- Category Continued.

Work Order #: 028036.00
 Title: Fort Marcy Park

CSI Number	Mod.	UCM	Description	Line Total
No Category Input				
83	08 13 13 13-0084	0103	EA For 1 Hour To 1-1/2 Hour Rated Door And FM Label, Add	\$189.08
			Installation	
			Quantity 3.00 x Unit Price \$55.27 x Factor 1.1402 = Total \$189.08	
84	08 13 13 13-0084	0114	EA For Insulated Door (Polystyrene Core), Add	\$99.81
			Installation	
			Quantity 3.00 x Unit Price \$29.18 x Factor 1.1402 = Total \$99.81	
85	08 71 18 00-0017		PR 4-1/2" x 4-1/2", Standard Duty, Full Mortise, Concealed Ball Bearing, Brass/Bronze, Satin Chrome Finish Hinge	\$1,121.79
			Installation	
			Quantity 15.00 x Unit Price \$81.82 x Factor 1.1402 = Total \$1,053.89	
			Demolition	
			Quantity 15.00 x Unit Price \$3.97 x Factor 1.1402 = Total \$67.90	
86	08 71 18 00-2003		EA 3' Push Bar Exit Device, Mortise Electric Latch Retraction/Aluminum anodized finish. Von Duprin Series 88/89. Excludes power supply.	\$8,218.33
			Installation	
			Quantity 5.00 x Unit Price \$1,441.56 x Factor 1.1402 = Total \$8,218.33	
87	08 71 18 00-2003	0284	EA For Dull Brass Or Dull Bronze Finish, Add	\$1,135.13
			Installation	
			Quantity 5.00 x Unit Price \$199.11 x Factor 1.1402 = Total \$1,135.13	
88	08 71 18 00-2158		EA Entrance F08 Mortise Lockset/Locked with key outside and thumb knob inside.	\$1,404.87
			Installation	
			Quantity 3.00 x Unit Price \$401.89 x Factor 1.1402 = Total \$1,374.02	
			Demolition	
			Quantity 3.00 x Unit Price \$9.02 x Factor 1.1402 = Total \$30.85	
89	08 71 18 00-2158	0287	EA For Satin Stainless Steel, US 32D (8HMA 830), Add	\$441.48
			Installation	
			Quantity 3.00 x Unit Price \$128.08 x Factor 1.1402 = Total \$441.48	
70	08 71 19 00-0011		LF 2" Width, 1/8" Height, Stainless Steel, Overlapping Astragal (Pemko 3575S)	\$484.70
			Installation	
			Quantity 15.00 x Unit Price \$26.72 x Factor 1.1402 = Total \$458.89	
			Demolition	
			Quantity 15.00 x Unit Price \$1.82 x Factor 1.1402 = Total \$27.71	
71	08 71 19 00-0078		LF 5/8" Brush Insert, 90 Degree, Aluminum Retainer Door Sweep (Pemko 90082CND)	\$214.06
			Installation	
			Quantity 18.00 x Unit Price \$8.83 x Factor 1.1402 = Total \$177.12	
			Demolition	
			Quantity 18.00 x Unit Price \$1.80 x Factor 1.1402 = Total \$36.94	
72	08 71 21 00-0011		LF 6" Width, 1/4" Height, Aluminum Saddle Threshold (Pemko 272A)	\$432.88
			Installation	
			Quantity 15.00 x Unit Price \$21.70 x Factor 1.1402 = Total \$371.14	
			Demolition	
			Quantity 15.00 x Unit Price \$3.81 x Factor 1.1402 = Total \$81.74	
73	08 24 23 00-0002		SF Three Coat Troweled Stucco, Scratch/Brown/Finish/Excludes lath and felt. Interior or exterior, one side.	\$3,945.09
			Installation	
			Quantity 1,000.00 x Unit Price \$3.46 x Factor 1.1402 = Total \$3,945.09	
74	08 24 23 00-0002	0020	SF For Walls >10' High, Add	\$307.85
			Installation	
			Quantity 1,000.00 x Unit Price \$0.27 x Factor 1.1402 = Total \$307.85	
75	08 24 23 00-0002	0027	SF For Color Added To Finish Coat, Add	\$171.03
			Installation	
			Quantity 1,000.00 x Unit Price \$0.15 x Factor 1.1402 = Total \$171.03	

Contractor's Price Proposal Detail- Category Continued..

Work Order #: 028036.00
 Title: Fort Marcy Park

CSI Number	Mod.	UCM	Description	Line Total
No Category Input				
76	09 24 23 00-0002	0020	SF For Smooth Float Finish, Add	\$849.91
			Installation	Quantity 1,000.00 x Unit Price \$0.37 x Factor 1.1402 = Total \$849.91
77	09 24 23 00-0005		SF Finish Coat Troweled Stucco Excludes lath and felt. Interior or exterior, one side.	\$1,874.49
			Installation	Quantity 1,200.00 x Unit Price \$1.37 x Factor 1.1402 = Total \$1,874.49
78	09 24 23 00-0005	0020	SF For Walls >10' High, Add	\$177.87
			Installation	Quantity 1,200.00 x Unit Price \$0.13 x Factor 1.1402 = Total \$177.87
79	09 24 23 00-0005	0025	SF For Color Added To Finish Coat, Add	\$205.24
			Installation	Quantity 1,200.00 x Unit Price \$0.15 x Factor 1.1402 = Total \$205.24
80	09 24 23 00-0005	0031	SF For Smooth Float Finish, Add	\$656.78
			Installation	Quantity 1,200.00 x Unit Price \$0.48 x Factor 1.1402 = Total \$656.78
81	09 29 00 00-0014		SF 5/8" Type X Fire Rated Gypsum Board, Two Layers	\$412.75
			Installation	Quantity 200.00 x Unit Price \$1.60 x Factor 1.1402 = Total \$364.88
			Demolition	Quantity 200.00 x Unit Price \$0.21 x Factor 1.1402 = Total \$47.89
82	09 29 00 00-0014	0045	SF For Horizontal Installation Up To 10' High, Add	\$66.13
			Installation	Quantity 200.00 x Unit Price \$0.29 x Factor 1.1402 = Total \$66.13
83	09 29 00 00-0056		SF Up To 10' High, Walls, Tape, Spackle And Finish Gypsum Board	\$63.85
			Installation	Quantity 200.00 x Unit Price \$0.28 x Factor 1.1402 = Total \$63.85
84	09 29 00 00-0056	0040	SF For >128 To 320, Add	\$13.68
			Installation	Quantity 200.00 x Unit Price \$0.06 x Factor 1.1402 = Total \$13.68
85	09 29 00 00-0074		LF Corner Bead, Galvanized Metal For Gypsum Board	\$157.35
			Installation	Quantity 100.00 x Unit Price \$1.38 x Factor 1.1402 = Total \$157.35
86	09 51 13 00-0019		SF 2' x 4' x 5/8" Mineral Fiber Acoustical Ceiling Panels	\$732.01
			Installation	Quantity 600.00 x Unit Price \$0.93 x Factor 1.1402 = Total \$639.23
			Demolition	Quantity 400.00 x Unit Price \$0.21 x Factor 1.1402 = Total \$95.78
87	09 51 13 00-0019	0031	SF For Moisture Resistant Panels, Add	\$608.87
			Installation	Quantity 600.00 x Unit Price \$0.89 x Factor 1.1402 = Total \$608.87
88	09 53 23 00-0005		SF 2' x 4' Grid, 15/16" T Bar Ceiling Suspension System	\$916.72
			Installation	Quantity 600.00 x Unit Price \$1.22 x Factor 1.1402 = Total \$634.63
			Demolition	Quantity 400.00 x Unit Price \$0.18 x Factor 1.1402 = Total \$82.09
89	09 65 13 13-0007		LF 4" High, 1/8" Rubber Base, Group 2 All (Except White)	\$424.72
			Installation	Quantity 250.00 x Unit Price \$1.19 x Factor 1.1402 = Total \$339.21
			Demolition	Quantity 250.00 x Unit Price \$0.30 x Factor 1.1402 = Total \$85.52

Contractor's Price Proposal Detail- Category Continued..

Work Order #: 028036.00
 Title: Fort Marcy Park

CSI Number	Mod.	UCR	Description	Line Total
No Category Input				
90	09 95 19 23-0007	SF	0.050" Overall Thickness, 0.020" Wear Layer, Slip Retardant Surface, Commercial Vinyl Sheet Flooring (Armstrong® Safeguard®) Roppe, Recoil Fitness Flooring. 1/4 Inch.	\$26,817.50
		Installation	Quantity 3,500.00 x Unit Price \$6.72 x Factor 1.1402 = Total \$26,817.50	
91	09 91 23 00-0081	SF	Paint Interior Plaster/Drywall, 3 Coats Paint, Brush	\$2,008.75
		Installation	Quantity 2,000.00 x Unit Price \$0.88 x Factor 1.1402 = Total \$2,008.75	
92	09 91 23 00-0081	0280	SF For >250 To 500, Add	\$37.63
		Installation	Quantity 300.00 x Unit Price \$0.11 x Factor 1.1402 = Total \$37.63	
93	12 36 23 13-0003	SF	Plastic Laminate Counter Top	\$653.33
		Installation	Quantity 50.00 x Unit Price \$10.74 x Factor 1.1402 = Total \$612.29	
		Demolition	Quantity 20.00 x Unit Price \$1.80 x Factor 1.1402 = Total \$41.05	
94	12 36 23 13-0003	0030	SF For Square Edge Instead Of Rolled Drip Edge, Add	\$162.48
		Installation	Quantity 50.00 x Unit Price \$2.85 x Factor 1.1402 = Total \$162.48	
95	12 36 23 13-0003	0031	SF For Plywood Base Instead Of Particle Board, Add	\$61.00
		Installation	Quantity 50.00 x Unit Price \$1.07 x Factor 1.1402 = Total \$61.00	
96	22 11 18 00-0187	LF	1-1/4" Hard Drawn Type L Copper Tube/Pipe	\$109.86
		Installation	Quantity 10.00 x Unit Price \$8.60 x Factor 1.1402 = Total \$98.08	
		Demolition	Quantity 5.00 x Unit Price \$2.07 x Factor 1.1402 = Total \$11.80	
97	22 11 18 00-0187	0028	LF For Work In Restricted Working Space, Add	\$10.72
		Installation	Quantity 10.00 x Unit Price \$0.94 x Factor 1.1402 = Total \$10.72	
98	22 11 18 00-0189	LF	2" Hard Drawn Type L Copper Tube/Pipe	\$248.56
		Installation	Quantity 10.00 x Unit Price \$20.37 x Factor 1.1402 = Total \$232.29	
		Demolition	Quantity 5.00 x Unit Price \$2.86 x Factor 1.1402 = Total \$18.30	
99	22 11 18 00-0189	0028	LF For Work In Restricted Working Space, Add	\$14.71
		Installation	Quantity 10.00 x Unit Price \$1.29 x Factor 1.1402 = Total \$14.71	
100	22 11 18 00-0212	EA	1-1/4" 90 Degree Copper Elbow	\$354.44
		Installation	Quantity 8.00 x Unit Price \$32.49 x Factor 1.1402 = Total \$298.39	
		Demolition	Quantity 3.00 x Unit Price \$18.98 x Factor 1.1402 = Total \$56.08	
101	22 11 18 00-0212	0028	EA For Work In Restricted Working Space, Add	\$69.60
		Installation	Quantity 8.00 x Unit Price \$7.83 x Factor 1.1402 = Total \$69.60	
102	22 11 18 00-0214	EA	2" 90 Degree Copper Elbow	\$538.28
		Installation	Quantity 8.00 x Unit Price \$51.20 x Factor 1.1402 = Total \$467.03	
		Demolition	Quantity 3.00 x Unit Price \$20.83 x Factor 1.1402 = Total \$71.25	

Contractor's Price Proposal Detail- Category Continued.

Work Order #: 028036.00
 Title: Fort Marcy Park

CSI Number	Mod.	UOM	Description	Line Total
No Category Input				
103	22 11 18 00-0214	0026	EA For Work In Restricted Working Space, Add	\$85.33
			Installation	Quantity 8.00 x Unit Price \$9.38 x Factor 1.1402 = Total \$85.33
104	22 11 18 00-0273		EA 1-1/4" Copper Coupling	\$416.50
			Installation	Quantity 10.00 x Unit Price \$30.00 x Factor 1.1402 = Total \$342.08
			Demolition	Quantity 4.00 x Unit Price \$18.00 x Factor 1.1402 = Total \$77.44
105	22 11 18 00-0273	0026	EA For Work In Restricted Working Space, Add	\$87.00
			Installation	Quantity 10.00 x Unit Price \$7.63 x Factor 1.1402 = Total \$87.00
108	22 11 18 00-0275		EA 2" Copper Coupling	\$564.24
			Installation	Quantity 10.00 x Unit Price \$41.23 x Factor 1.1402 = Total \$470.10
			Demolition	Quantity 4.00 x Unit Price \$20.84 x Factor 1.1402 = Total \$94.13
107	22 11 18 00-0275	0026	EA For Work In Restricted Working Space, Add	\$106.72
			Installation	Quantity 10.00 x Unit Price \$9.36 x Factor 1.1402 = Total \$106.72
108	22 11 18 00-0321		EA 1-1/4" Copper To Copper Union	\$316.34
			Installation	Quantity 6.00 x Unit Price \$48.24 x Factor 1.1402 = Total \$316.34
109	22 11 18 00-0321	0026	EA For Work In Restricted Working Space, Add	\$53.18
			Installation	Quantity 6.00 x Unit Price \$7.77 x Factor 1.1402 = Total \$53.18
110	22 11 18 00-0323		EA 2" Copper To Copper Union	\$574.93
			Installation	Quantity 6.00 x Unit Price \$84.04 x Factor 1.1402 = Total \$574.93
111	22 11 18 00-0323	0026	EA For Work In Restricted Working Space, Add	\$70.87
			Installation	Quantity 6.00 x Unit Price \$10.36 x Factor 1.1402 = Total \$70.87
112	22 11 18 00-0469		EA 1-1/4", Cut And Prepare Existing In Place Copper Pipe	\$27.91
			Installation	Quantity 4.00 x Unit Price \$6.12 x Factor 1.1402 = Total \$27.91
113	22 11 18 00-0471		EA 2", Cut And Prepare Existing In Place Copper Pipe	\$32.52
			Installation	Quantity 4.00 x Unit Price \$7.13 x Factor 1.1402 = Total \$32.52
114	23 82 29 00-0016		LF Remove And Reinstall Hot Water Radiator	\$328.49
			Installation	Quantity 10.00 x Unit Price \$28.81 x Factor 1.1402 = Total \$328.49
115	26 05 33 13-0003		CLF 1/2" EMT With 3 #12 THHN/THWN Assembly Includes conduit, set screw connectors, set screw couplings, straps, wire as indicated. Not for use where detail is available.	\$3,057.39
			Installation	Quantity 7.00 x Unit Price \$327.23 x Factor 1.1402 = Total \$2,811.75
			Demolition	Quantity 3.00 x Unit Price \$130.28 x Factor 1.1402 = Total \$445.64
118	26 05 33 13-0003	0018	CLF For Work In Restricted Working Space, Add	\$445.65
			Installation	Quantity 5.00 x Unit Price \$79.17 x Factor 1.1402 = Total \$445.65

Contractor's Price Proposal Detail- Category Continued.

Work Order #: 028038.00
 Title: Fort Marcy Park

CSI Number	Mod.	UCM	Description	Line Total
No Category Input				
117	20 05 33 13-0007		CLF 3/4" EMIT WITH 3 #12 THHN/THWN Assembly Includes conduit, wet screw connectors, wet screw couplings, straps, wire as indicated. Not for use where detail is available.	\$2,584.87
			Quantity Unit Price Factor Total	
			Installation 5.00 x \$381.83 x 1.1402 = \$2,178.81	
			Demolition 3.00 x \$169.53 x 1.1402 = \$506.06	
118	20 05 33 13-0007	0018	CLF For Work in Restricted Working Space, Add	\$508.07
			Quantity Unit Price Factor Total	
			Installation 5.00 x \$89.12 x 1.1402 = \$508.07	
119	28 24 18 00-0008		EA 100 Amp Rating, 12 - 20 Amp Breakers, 120/240 V, 3 Wire, 1 Phase Assembled Panelboard, Main Lugs, 20 Circuit Capacity	\$813.33
			Quantity Unit Price Factor Total	
			Installation 1.00 x \$713.32 x 1.1402 = \$813.33	
120	28 27 28 00-0007		EA 2 Gang, 20 Amp, NEMA 5-20, Duplex Receptacle Assembly	\$804.39
			Quantity Unit Price Factor Total	
			Installation 10.00 x \$53.08 x 1.1402 = \$804.89	
			Demolition 8.00 x \$21.88 x 1.1402 = \$199.40	
121	28 27 28 00-0009		EA 1 Gang, 20 Amp, GFI, Duplex Receptacle Assembly	\$211.44
			Quantity Unit Price Factor Total	
			Installation 4.00 x \$46.38 x 1.1402 = \$211.44	
122	26 27 28 00-0114		EA 1 Gang, 20 Amp, 120/277 V, SPST, Switch Assembly	\$359.43
			Quantity Unit Price Factor Total	
			Installation 6.00 x \$41.58 x 1.1402 = \$284.46	
			Demolition 4.00 x \$18.45 x 1.1402 = \$75.03	
123	31 05 18 00-0005		CY #8 Stone Aggregate Fill (3/8" To 3/4" Clean)	\$249.59
			Quantity Unit Price Factor Total	
			Installation 10.00 x \$21.89 x 1.1402 = \$249.59	
124	31 05 18 00-0005	0050	CY For Up To 10, Add	\$69.89
			Quantity Unit Price Factor Total	
			Installation 10.00 x \$6.13 x 1.1402 = \$69.89	
125	31 05 18 00-0005	0051	CY For >10 To 25, Add	\$37.46
			Quantity Unit Price Factor Total	
			Installation 15.00 x \$2.19 x 1.1402 = \$37.46	
126	31 23 16 13-0007		CY Excavation For Trenching By Hand In Soil Includes stockpiling excess materials and trimming sides and bottom of trench.	\$458.82
			Quantity Unit Price Factor Total	
			Installation 10.00 x \$40.24 x 1.1402 = \$458.82	
127	31 23 16 33-0009		CY Cutting, Shaping and Rough Grading Existing Elevations For Bulk Excavation by Machine	\$180.72
			Quantity Unit Price Factor Total	
			Installation 50.00 x \$3.17 x 1.1402 = \$180.72	
128	31 23 16 33-0018		SY Compaction of Fill or Subbase for Bulk Excavation by Machine Per LIR	\$35.35
			Quantity Unit Price Factor Total	
			Installation 100.00 x \$0.31 x 1.1402 = \$35.35	
129	31 23 16 38-0015		CY Relocating On Site Excavated Material From Excavation For Building Foundations and Other Structures Over 1000'	\$434.42
			Quantity Unit Price Factor Total	
			Installation 50.00 x \$7.82 x 1.1402 = \$434.42	

Contractor's Price Proposal Detail- Category Continued.

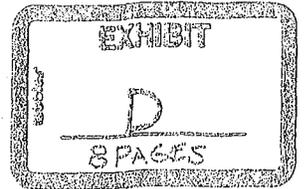
Work Order #: 028036.00
 Title: Fort Marcy Park

CSI Number	Mod.	UCM	Description	Line Total
No Category Input				
130	31 23 18 38-0015	0018	CY For >20 To 50, Add	\$326.10
			Installation	
			Quantity 50.00 x	
			Unit Price \$5.72 x	
			Factor 1.1402 =	\$326.10
131	31 23 18 38-0023		SY Finish Grading For Building Foundations And Other Structures by Hand	\$425.29
			Installation	
			Quantity 100.00 x	
			Unit Price \$3.73 x	
			Factor 1.1402 =	\$425.29
Subtotal for No Category Input:				\$139,965.19
Project Proposal Total				\$139,965.19

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00%

Contractor Project Manager,



COOPERATIVE EDUCATIONAL SERVICES

Public Educational Institutions in New Mexico United by a Joint Powers Agreement to Establish an Educational Cooperative

December 05, 2013

Contract Award Letter

Thomas Preckett
ESA CONSTRUCTION, INC.
3435 Girard NE
Albuquerque, NM 87107

Re: ACCEPTANCE OF OFFER and CONTRACT AWARD For:

- 2013-026 912-202 ESA Gordian JOC Region 2
- 2013-026 912-204 ESA Gordian JOC Region 4
- 2013-026 912-207 ESA Gordian JOC Region 7
- 2013-026 912-208 ESA Gordian JOC Region 8
- 2013-026 912-302 ESA RSMMeans JOC Region 2
- 2013-026 912-304 ESA RSMMeans JOC Region 4
- 2013-026 912-307 ESA RSMMeans JOC Region 7
- 2013-026 912-308 ESA RSMMeans JOC Region 8

On behalf of Cooperative Educational Services (CES), I thank you for responding to our 2013-026 solicitation. The responses have been reviewed and it is my pleasure to inform you that you have been selected to provide the products and services indicated in your response.

The enclosed Acceptance of Offer and Contract Award is from the cover sheet that you submitted in your bid. I suggest that you take this award and place it with your copy of the bid that you submitted. Please read carefully the paragraph above the authorized signature. It outlines the agreement and specifies the term of the award.

We would like to include information concerning your company in our procurement directory called the Blue Book. Each of our members and participating entities receives a copy of this Blue Book. It enables their staff to look up important information concerning each vendor before placing an order. Although space is limited, the description below is intended as a quick reference of your company. If you would like to revise the description, please provide any changes in writing to CES' procurement office.

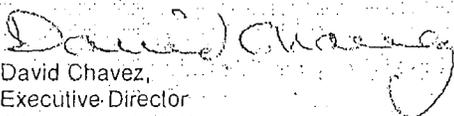
ESA Construction is a general contractor providing a full range of construction, remodeling and renovation services to CES Members and Participating Entities in Regions 2, 4, 7, and 8. Their highly qualified and experienced staff can assist CES Members and Participating Entities in obtaining and completing JOC projects in a timely and cost effective manner, while meeting their ongoing facility needs.

On CES' website (www.ces.org), you can download contact information for all of CES' members and participating entities. You are invited to send marketing materials directly to these institutions.

We look forward to working with you. Please let us know if you have questions or if we can be of any further assistance.

Sincerely yours,

Cooperative Educational Services


David Chavez,
Executive Director
Ofc: 505.344.5470
Fax: 505.344.9343

ACCEPTANCE OF OFFER
and CONTRACT AWARD

RFP NUMBER 2013-026

OFFER TO BE COMPLETED BY VENDOR

In compliance with the Request for Proposal, the undersigned warrants that I/we have examined the Instruction to Offerors, and, being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, and supplies incurred in compliance with all terms, conditions, specifications and amendments in this Request for Proposal and any written exceptions in the offer. Signature also certifies understanding and compliance with the certification requirements of the Categorical Terms and Conditions. The under-signed understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to CES as stated in the evaluation section, will be a consideration in making the award.

Company Name ESA Construction, Inc.

Address 3435 Girard NE City Albuquerque State NM Zip 87107

Contract Contact Person Thomas W. Preckett, President

Authorized Signature [Signature] Printed Name Steve Brunson

OFFER EXTENDED TO TEXAS SERVICE AGENCIES



If you are willing to enter into a contract with TexBuy (ESC16) Texas Educational Service Center Region 16 under the same terms and conditions as in this RFP, place initials in the box.

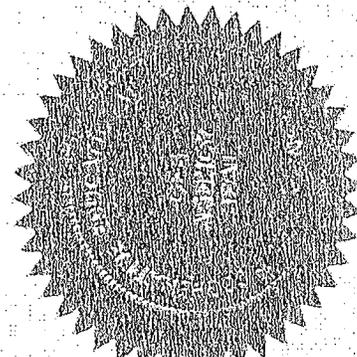
ACCEPTANCE OF OFFER AND CONTRACT AWARD TO BE COMPLETED ONLY BY CES

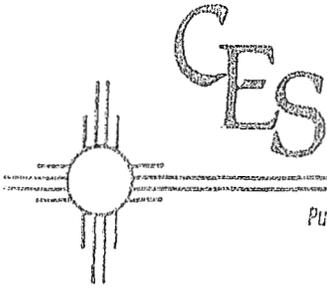
Contract period: It is CES' intent to award a multi-term contract for the specified materials, equipment and services. The initial contract term shall be for one (1) calendar year from the date of contract award. By mutual written agreement between CES and Contractor, the contract may be extended for up to three (3) consecutive additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension exists unless and until Contractor is so notified by CES.

Month-to-month extensions: CES reserves the right to offer month-to-month extensions if that is determined to be in the best interests of Members/Participating Entities.

CES Authorized Signature [Signature]

Awarded this 15th day of December 2013





COOPERATIVE EDUCATIONAL SERVICES

Public Educational Institutions in New Mexico United by a Joint Powers Agreement to Establish an Educational Cooperative

January 13, 2014

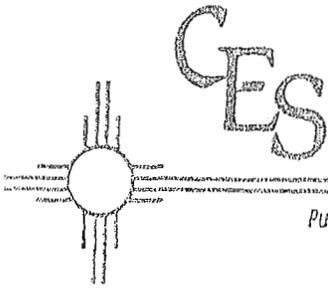
Contract Award Letter

Thomas Preckett
ESA CONSTRUCTION, INC.
3435 Girard NE
Albuquerque, NM 87107

Re: ACCEPTANCE OF OFFER and CONTRACT AWARD

- 2013-027 914-122 ESA Gordian-JOC Interior and Exterior Painting Construction Products and Services Region 2
- 2013-027 914-124 ESA Gordian-JOC Interior and Exterior Painting Construction Products and Services Region 4
- 2013-027 914-127 ESA Gordian-JOC Interior and Exterior Painting Construction Products and Services Region 7
- 2013-027 914-128 ESA Gordian-JOC Interior and Exterior Painting Construction Products and Services Region 8
- 2013-027 914-202 ESA RSMMeans - JOC Source of Interior/Exterior Paint and Other Coating Supplies, Materials and Related Services Region 2
- 2013-027 914-204 ESA RSMMeans - JOC Source of Interior/Exterior Paint and Other Coating Supplies, Materials and Related Services Region 4
- 2013-027 914-207 ESA RSMMeans - JOC Source of Interior/Exterior Paint and Other Coating Supplies, Materials and Related Services Region 7
- 2013-027 914-208 ESA RSMMeans - JOC Source of Interior/Exterior Paint and Other Coating Supplies, Materials and Related Services Region 8
- 2013-027 914-222 ESA RSMMeans - JOC Source of Electrical Construction Products and Services Requiring an NMCID EE Electrical License Region 2
- 2013-027 914-224 ESA RSMMeans - JOC Source of Electrical Construction Products and Services Requiring an NMCID EE Electrical License Region 4
- 2013-027 914-227 ESA RSMMeans - JOC Source of Electrical Construction Products and Services Requiring an NMCID EE Electrical License Region 7
- 2013-027 914-228 ESA RSMMeans - JOC Source of Electrical Construction Products and Services Requiring an NMCID EE Electrical License Region 8
- 2013-027 914-232 ESA RSMMeans - JOC Plumbing and HVAC Services (Heating, Cooling, Air Conditioning, Radiant Heat, Chillers, Boilers, Cooling Towers, and Pumps) Including Design, Installation and Maintenance Region 2
- 2013-027 914-234 ESA RSMMeans - JOC Plumbing and HVAC Services (Heating, Cooling, Air Conditioning, Radiant Heat, Chillers, Boilers, Cooling Towers, and Pumps) Including Design, Installation and Maintenance Region 4
- 2013-027 914-237 ESA RSMMeans - JOC Plumbing and HVAC Services (Heating, Cooling, Air Conditioning, Radiant Heat, Chillers, Boilers, Cooling Towers, and Pumps) Including Design, Installation and Maintenance Region 7
- 2013-027 914-238 ESA RSMMeans - JOC Plumbing and HVAC Services (Heating, Cooling, Air Conditioning, Radiant Heat, Chillers, Boilers, Cooling Towers, and Pumps) Including Design, Installation and Maintenance Region 8
- 2013-027 914-242 ESA RSMMeans - JOC Source of Various Types of Fencing and Related Products and Services Region 2
- 2013-027 914-244 ESA RSMMeans - JOC Source of Various Types of Fencing and Related Products and Services Region 4
- 2013-027 914-247 ESA RSMMeans - JOC Source of Various Types of Fencing and Related Products and Services Region 7
- 2013-027 914-248 ESA RSMMeans - JOC Source of Various Types of Fencing and Related Products and Services Region 8
- 2013-027 914-252 ESA Gordian - JOC Source of Various Types of Fencing and Related Products and Services Region 2
- 2013-027 914-254 ESA Gordian - JOC Source of Various Types of Fencing and Related Products and Services Region 4
- 2013-027 914-257 ESA Gordian - JOC Source of Various Types of Fencing and Related Products and Services Region 7
- 2013-027 914-258 ESA Gordian - JOC Source of Various Types of Fencing and Related Products and Services Region 8
- 2013-027 914-292 ESA Gordian - JOC Source of Electrical Construction Products and Services Requiring an NMCID EE Electrical License Region 2
- 2013-027 914-294 ESA Gordian - JOC Source of Electrical Construction Products and Services Requiring an NMCID EE Electrical License Region 4
- 2013-027 914-297 ESA Gordian - JOC Source of Electrical Construction Products and Services Requiring an NMCID EE Electrical License Region 7
- 2013-027 914-298 ESA Gordian - JOC Source of Electrical Construction Products and Services Requiring an NMCID EE Electrical License Region 8
- 2013-027 914-332 ESA Gordian - JOC Plumbing and HVAC Services (Heating, Cooling, Air Conditioning, Radiant Heat, Chillers, Boilers, Cooling Towers, and Pumps) Including Design, Installation and Maintenance Region 2
- 2013-027 914-334 ESA Gordian - JOC Plumbing and HVAC Services (Heating, Cooling, Air Conditioning, Radiant Heat, Chillers, Boilers, Cooling Towers, and Pumps) Including Design, Installation and Maintenance Region 4
- 2013-027 914-337 ESA Gordian - JOC Plumbing and HVAC Services (Heating, Cooling, Air Conditioning, Radiant Heat, Chillers, Boilers, Cooling Towers, and Pumps) Including Design, Installation and Maintenance Region 7
- 2013-027 914-338 ESA Gordian - JOC Plumbing and HVAC Services (Heating, Cooling, Air Conditioning, Radiant Heat, Chillers, Boilers, Cooling Towers, and Pumps) Including Design, Installation and Maintenance Region 8
- 2013-027 914-342 ESA Gordian - JOC Landscaping Products and Services Region 2
- 2013-027 914-344 ESA Gordian - JOC Landscaping Products and Services Region 4
- 2013-027 914-347 ESA Gordian - JOC Landscaping Products and Services Region 7
- 2013-027 914-348 ESA Gordian - JOC Landscaping Products and Services Region 8

Gordian Fencing is added.



COOPERATIVE EDUCATIONAL SERVICES

Public Educational Institutions in New Mexico United by a Joint Powers Agreement to Establish an Educational Cooperative

2013-027 914-352 ESA RSMMeans - JOC Landscaping Products and Services Region 2
2013-027 914-354 ESA RSMMeans - JOC Landscaping Products and Services Region 4
2013-027 914-357 ESA RSMMeans - JOC Landscaping Products and Services Region 7
2013-027 914-358 ESA RSMMeans - JOC Landscaping Products and Services Region 8

Dear Mr. Prckett,

On behalf of Cooperative Educational Services (CES), I thank you for responding to our 2013-027 solicitation. The responses have been reviewed and it is my pleasure to inform you that you have been selected to provide the products and services indicated in your response.

The enclosed Acceptance of Offer and Contract Award is from the cover sheet that you submitted in your bid. I suggest that you take this award and place it with your copy of the bid that you submitted. Please read carefully the paragraph above the authorized signature. It outlines the agreement and specifies the term of the award.

We would like to include information concerning your company in our procurement directory called the Blue Book. Each of our members and participating entities receives a copy of this Blue Book. It enables their staff to look up important information concerning each vendor before placing an order. Although space is limited, the description below is intended as a quick reference of your company. If you would like to revise the description, please provide any changes in writing to CES' procurement office.

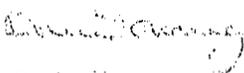
ESA is a general contractor providing a full-range of construction, remodeling, and renovation services to CES Members and Participating Entities. Their highly qualified and experienced staff can assist CES Members and Participating Entities in obtaining cost effective construction products and services to meet their facility needs.

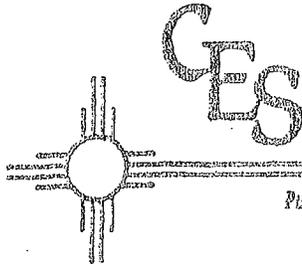
On CES' website (www.ces.org), you can download contact information for all of CES' members and participating entities. You are invited to send marketing materials directly to these Institutions.

We look forward to working with you. Please let us know if you have questions or if we can be of any further assistance.

Sincerely yours,

Cooperative Educational Services


David Chavez,
Executive Director
Ofc: 505.344.5470
Fax: 505.344.9343



COOPERATIVE EDUCATIONAL SERVICES

Public Educational Institutions In New Mexico Unified by a Joint Powers Agreement to Establish an Educational Cooperative

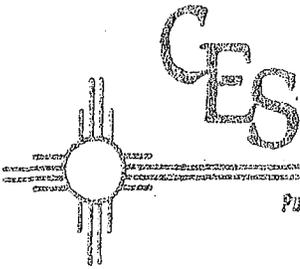
EXTENSION OF CONTRACT

made by and between
ESA CONSTRUCTION, INC.
and

Cooperative Educational Services

Said Contract(s) being numbered:

2013-027 914-122 ESA Gordian-JOC Interior and Exterior Painting Construction Products and Services Region 2
2013-027 914-124 ESA Gordian-JOC Interior and Exterior Painting Construction Products and Services Region 4
2013-027 914-127 ESA Gordian-JOC Interior and Exterior Painting Construction Products and Services Region 7
2013-027 914-128 ESA Gordian-JOC Interior and Exterior Painting Construction Products and Services Region 8
2013-027 914-202 ESA RSMMeans - JOC Source of Interior/Exterior Paint and Other Coating Supplies, Materials and Related Services Region 2
2013-027 914-204 ESA RSMMeans - JOC Source of Interior/Exterior Paint and Other Coating Supplies, Materials and Related Services Region 4
2013-027 914-207 ESA RSMMeans - JOC Source of Interior/Exterior Paint and Other Coating Supplies, Materials and Related Services Region 7
2013-027 914-208 ESA RSMMeans - JOC Source of Interior/Exterior Paint and Other Coating Supplies, Materials and Related Services Region 8
2013-027 914-222 ESA RSMMeans - JOC Source of Electrical Construction Products and Services Requiring an NMCID EE Electrical License Region 2
2013-027 914-224 ESA RSMMeans - JOC Source of Electrical Construction Products and Services Requiring an NMCID EE Electrical License Region 4
2013-027 914-227 ESA RSMMeans - JOC Source of Electrical Construction Products and Services Requiring an NMCID EE Electrical License Region 7
2013-027 914-228 ESA RSMMeans - JOC Source of Electrical Construction Products and Services Requiring an NMCID EE Electrical License Region 8
2013-027 914-232 ESA RSMMeans - JOC Plumbing and HVAC Services (Heating, Cooling, Air Conditioning, Radiant Heat, Chillers, Boilers, Cooling Towers, and Pumps) Including Design, Installation and Maintenance Region 2
2013-027 914-234 ESA RSMMeans - JOC Plumbing and HVAC Services (Heating, Cooling, Air Conditioning, Radiant Heat, Chillers, Boilers, Cooling Towers, and Pumps) Including Design, Installation and Maintenance Region 4
2013-027 914-237 ESA RSMMeans - JOC Plumbing and HVAC Services (Heating, Cooling, Air Conditioning, Radiant Heat, Chillers, Boilers, Cooling Towers, and Pumps) Including Design, Installation and Maintenance Region 7
2013-027 914-238 ESA RSMMeans - JOC Plumbing and HVAC Services (Heating, Cooling, Air Conditioning, Radiant Heat, Chillers, Boilers, Cooling Towers, and Pumps) Including Design, Installation and Maintenance Region 8
2013-027 914-242 ESA RSMMeans - JOC Source of Various Types of Fencing and Related Products and Services Region 2
2013-027 914-244 ESA RSMMeans - JOC Source of Various Types of Fencing and Related Products and Services Region 4
2013-027 914-247 ESA RSMMeans - JOC Source of Various Types of Fencing and Related Products and Services Region 7
2013-027 914-248 ESA RSMMeans - JOC Source of Various Types of Fencing and Related Products and Services Region 8
2013-027 914-252 ESA Gordian - JOC Source of Various Types of Fencing and Related Products and Services Region 2
2013-027 914-254 ESA Gordian - JOC Source of Various Types of Fencing and Related Products and Services Region 4
2013-027 914-257 ESA Gordian - JOC Source of Various Types of Fencing and Related Products and Services Region 7
2013-027 914-258 ESA Gordian - JOC Source of Various Types of Fencing and Related Products and Services Region 8
2013-027 914-292 ESA Gordian - JOC Source of Electrical Construction Products and Services Requiring an NMCID EE Electrical License Region 2
2013-027 914-294 ESA Gordian - JOC Source of Electrical Construction Products and Services Requiring an NMCID EE Electrical License Region 4
2013-027 914-297 ESA Gordian - JOC Source of Electrical Construction Products and Services Requiring an NMCID EE Electrical License Region 7
2013-027 914-298 ESA Gordian - JOC Source of Electrical Construction Products and Services Requiring an NMCID EE Electrical License Region 8
2013-027 914-332 ESA Gordian - JOC Plumbing and HVAC Services (Heating, Cooling, Air Conditioning, Radiant Heat, Chillers, Boilers, Cooling Towers, and Pumps) Including Design, Installation and Maintenance Region 2
2013-027 914-334 ESA Gordian - JOC Plumbing and HVAC Services (Heating, Cooling, Air Conditioning, Radiant Heat, Chillers, Boilers, Cooling Towers, and Pumps) Including Design, Installation and Maintenance Region 4
2013-027 914-337 ESA Gordian - JOC Plumbing and HVAC Services (Heating, Cooling, Air Conditioning, Radiant Heat, Chillers, Boilers, Cooling Towers, and Pumps) Including Design, Installation and Maintenance Region 7
2013-027 914-338 ESA Gordian - JOC Plumbing and HVAC Services (Heating, Cooling, Air Conditioning, Radiant Heat, Chillers, Boilers, Cooling Towers, and Pumps) Including Design, Installation and Maintenance Region 8
2013-027 914-342 ESA Gordian - JOC Landscaping Products and Services Region 2
2013-027 914-344 ESA Gordian - JOC Landscaping Products and Services Region 4
2013-027 914-347 ESA Gordian - JOC Landscaping Products and Services Region 7
2013-027 914-348 ESA Gordian - JOC Landscaping Products and Services Region 8
2013-027 914-352 ESA RSMMeans - JOC Landscaping Products and Services Region 2
2013-027 914-354 ESA RSMMeans - JOC Landscaping Products and Services Region 4
2013-027 914-357 ESA RSMMeans - JOC Landscaping Products and Services Region 7
2013-027 914-358 ESA RSMMeans - JOC Landscaping Products and Services Region 8



COOPERATIVE EDUCATIONAL SERVICES

Public Educational Institutions in New Mexico United by a Joint Powers Agreement to Establish an Educational Cooperative

The existing Contract initially commenced on December 1, 2013 and will expire on December 1, 2014. The Term of Contract and Extension in 2013-027 RFP C provides the Contract may be extended annually for up to three (3) additional one (1) year terms by mutual written agreement through November 30, 2017. Cooperative Educational Services desires to extend the Contract for an additional term of one (1) year until December 1, 2016. Upon the signature of an authorized officer of the above named company or corporation, the Contract is hereby extended.

This extension shall be subject to the same Terms and Conditions contained in the original Bid Document and in Contract Number 2013.027 RFP C

COOPERATIVE EDUCATIONAL SERVICES

Authorized Signature _____ Date September 18, 2014

Contractor agrees to provide complete information of any deleted and new products or price adjustments as allowed under headings (Discontinued Products) and (New Technology and Price Reduction) of the RFP.

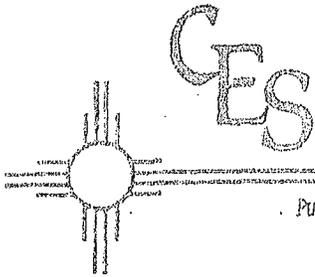
Authorized Signature [Signature] Date 09.18.2014
Printed Name T. PRECKETT Title PRES.

NOTE: This Contract Extension should be received by 4:00 p.m. at the offices of CES by 11/20/14

If you do not want to extend this Contract, please sign below and return this agreement.

Discontinue: We desire to discontinue the contract effective 12/1/2014

Authorized Signature _____ Date _____



COOPERATIVE EDUCATIONAL SERVICES

Public Educational Institutions in New Mexico United by a Joint Powers Agreement to Establish an Educational Cooperative

EXTENSION OF CONTRACT

made by and between

ESA CONSTRUCTION, INC.

and

Cooperative Educational Services

Said Contract(s) being numbered:

- 2013-026 912-202 ESA Gordian JOC Region 2
- 2013-026 912-204 ESA Gordian JOC Region 4
- 2013-026 912-207 ESA Gordian JOC Region 7
- 2013-026 912-208 ESA Gordian JOC Region 8
- 2013-026 912-302 ESA RSMears JOC Region 2
- 2013-026 912-304 ESA RSMears JOC Region 4
- 2013-026 912-307 ESA RSMears JOC Region 7
- 2013-026 912-308 ESA RSMears JOC Region 8

The existing Contract initially commenced on December 1, 2013 and will expire on December 1, 2014. The Term of Contract and Extension in 2013-026 RFP C provides the Contract may be extended annually for up to three (3) additional one (1) year terms by mutual written agreement through November 30, 2017. Cooperative Educational Services desires to extend the Contract for an additional term of one (1) year until December 1, 2015. Upon the signature of an authorized officer of the above named company or corporation, the Contract is hereby extended.

This extension shall be subject to the same Terms and Conditions contained in the original Bid Document and in Contract Number 2013-026 RFP C

COOPERATIVE EDUCATIONAL SERVICES

Authorized Signature *David Chavez* Date September 11, 2014

Contractor agrees to provide complete information of any deleted and new products or price adjustments as allowed under headings (Discontinued Products) and (New Technology and Price Reduction) of the RFP.

Authorized Signature *T. P. PRECKETT* Date 9/12/14
Printed Name T. PRECKETT Title PRES.

NOTE: This Contract Extension should be received by 4:00 p.m. at the offices of CES on 11/20/14

If you do not want to extend this Contract, please sign below and return this agreement.

Discontinue: We desire to discontinue the contract effective 12/1/2014

Authorized Signature _____ Date _____

Form D: OFFEROR'S INDEFINITE QUANTITY UNIT PRICE DECLARATION FORM

Instructions: (Place behind Tab 6)

To complete and submit your pricing information in response to this solicitation, Indefinite Quantity Offeror's Cost Proposal Excel Price Book, which has individual price sheets labeled for each Category to which you may respond. Please complete and place this form (Form D) document behind Tab 6.

Check the Category that applies.

Lot – 1: Gordian-Based Job Order Contract (JOC) for General Construction (GB/GF/GA) Products and Services

Lot – 2: R.S. Means-Based Job Order Contract (JOC) for General Construction (GB/GA/GF) Products and Services

By placing my initials here (SB), I acknowledge that I have read and reviewed the solicitation document sections and exhibits that relate to preparing and submitting cost and pricing information.

1. Format to submit catalog, manufacturer, or public price list information:
 - a. Offeror's Name
 - b. Manufacturer's Name/Brand
 - c. Product Number
 - d. Product Name/Description
 - e. Unit of Measure - Example each, per dozen, 12 oz bottle, etc.
 - f. Unit Price
 - g. CES Discount
 - h. Discounted Price
2. Catalogs and Published Price Lists are to be submitted electronically. Other pricing related terms, conditions, stipulations and requirements that cannot be indicated and/or communicated using the established Excel pricing books must be attached as a separate document (Place behind Tab 6). Such areas may include, but is not limited to:
 - a. Shipping, freight, or delivery costs;
 - b. Minimum order requirements;
 - c. Volume discounts and pricing points;
 - d. Maintenance agreements, if applicable;
 - e. Warranties and extended warranty options;
 - f. Product returns and allowances
3. Once your offer is accepted, any future price adjustments must be made in the same manner and in accordance with the general terms and conditions.
4. If, for any reason, you need to lower a price to remain competitive, or to pass on a special price offered by a manufacturer or supplier, you must first send notice (fax, email, or letter) to CES, officially lowering the price. Once CES has received the information and acknowledged the price change, then you may offer the new prices to your customers. It is against the Terms and Conditions of this RFP to agree to a lower price with a customer and then later notify CES or not offer it to all CES Eligible Agencies wanting to procure the same item and the same quantity. CES and its Eligible Agencies understand that there are times that Offerors want to reward a customer or is in a very competitive situation and wants to provide an additional cost incentive. If this situation arises, the Offeror may donate (provide at no cost) any product or service as a cost enhancement. However, on its price proposal, the item shall be listed at its CES contract price with the notation that indicates it is a "(no cost) donated".

(Place Behind Tab 6)

Client#: 13494

ESACONST3

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/07/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
HUB International Ins Svcs Inc
PO Box 90736
Albuquerque, NM 87199-0736
800-800-5661 / CA Lic# 0757776

Table with contact information for Margie Blackmon and a list of insurers: National Fire Insurance Co of H, Continental Casualty Company, Valley Forge Insurance Company.

INSURED
ESA Construction, Inc.
3435 Girard Ave NE
Albuquerque, NM 87107

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Main table with columns: POLICY TR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
E: Fort Marcy Recreation Complex Building Entry Remodeling and Associated Work CIP #518. Where required by written contract or agreement, City of Santa Fe is included as additional insured with respects to general liability per attached form G17957H 0113. Workers compensation coverage is evidence only.



CERTIFICATE HOLDER
City of Santa Fe
Facilities Division
2651 Siringo Rd, Bldg E
Santa Fe, NM 87505

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE
Robert A. Macbride

City of Santa Fe, New Mexico

BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION / SECTION / UNIT NAME				DATE		
Public Works/Facilities				04/13/2015		
ITEM DESCRIPTION	BU / LINE ITEM	(Finance/Dept. Use Only)		INCREASE	DECREASE	
		SUBLEDGER / SUBSIDIARY	DR / (CR)			
Expense-Bicentennial Pool/Equipment & Machinery	32719.570500.01 12900				60,000	
Expense-Bicentennial Pool/Remodeling & Replacement	32719.572500.01 12900			60,000		
JUSTIFICATION: (use additional page if needed) --Attach supporting documentation/memo				TOTAL	\$ 60,000	\$ 60,000

CIP #518A, Ft. Marcy Recreation Complex Front Entry Remodeling and Related Work.

See attached Memo referencing this request.

<p>Jason M. Kluck Prepared By</p> <p style="text-align: right;">4/13/15 Date</p>	<p style="text-align: center;">CITY COUNCIL APPROVAL</p> <p style="text-align: center;">City Council Approval Required <input checked="" type="checkbox"/></p> <p style="text-align: center;">City Council Approval Date <input type="text" value="PENDING"/></p> <p style="text-align: center;">Agenda Item #: <input type="text" value="PENDING"/></p>	<p style="text-align: right;">Cal Gordon 4/15/15 Budget Officer Date</p> <p style="text-align: right;">[Signature] [Signature] Finance Director Date</p> <p style="text-align: right;">[Signature] City Manager Date</p>
<p style="text-align: right;">David Reiser 4-13-15 Division Director Date</p> <p style="text-align: right;">Isaac Pina 4-13-15 Department Director Date</p>		