

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 02/01/16
FOR CITY COUNCIL MEETING OF 02/10/16

ISSUE:

10. Request for Approval of Agreement between Owner and Contractor – Mary Esther Gonzales Senior Center Warehouse and Computer Lab Addition; CES/FacilityBUILD, Inc. (LeAnn Valdez)

FINANCE COMMITTEE ACTION:

Approved as Discussion item.

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

Approved with direction to staff.

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

4-13-15

**ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
MONDAY, JANUARY 25, 2016**

ITEM 8

CIP PROJECT #682 – MARY ESTHER GONZALES WAREHOUSE AND COMPUTER LAB
ADDITION CONSTRUCTION SERVICES AGREEMENT

- REQUEST FOR APPROVAL TO AWARD A STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR IN THE AMOUNT OF \$559,824.54
INCLUSIVE OF NMGR (LEANN VALDEZ)

PUBLIC WORKS COMMITTEE ACTION: Approved

FUNDING SOURCE: 32717.572960 and 32717.572970

SPECIAL CONDITIONS / AMENDMENTS / STAFF FOLLOW UP:

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON TRUJILLO			
COUNCILOR BUSHEE	Excused		
COUNCILOR DIMAS	Excused		
COUNCILOR DOMINGUEZ	X		
COUNCILOR IVES	X		

City of Santa Fe New Mexico

Public Works Dept. - Facilities Division

MEMO

DATE: February 2, 2016
TO: City Council
VIA: Oscar Rodriguez, Finance Department Director



Isaac J. Pino, PE, Public Works Department Director
David Pfeifer, Facilities Division Director
Ron J. Vialpando, DSS Director

FROM: LeAnn S. Valdez, Facilities Division Project Administrator *LAV*

ISSUE: City of Santa Fe CIP #682 – Mary Esther Gonzales Senior Center Warehouse and Computer Lab Addition

- Request award for Standard Form of Agreement Between Owner and Contractor in the amount of (\$559,824.54 contract sum) inclusive of NMGRT.

SUMMARY:

The City of Santa Fe has received 3 (three) State of New Mexico Aging and Long Term Services Department Agreements for the City of Santa Fe Mary Esther Gonzales Senior Center for the construction of a Warehouse and Computer Lab.

- Agreement #2013-1206 in the amount of \$134,880 is to plan, design, construct and equip.
- Agreement #2013-1207 in the amount of \$300,000 is to plan, design, construct and equip. Both agreements will expire June 30, 2016.
- Agreement #2014-1258 in the amount of \$178,100 is for making improvements for building code compliance to include purchase and install equipment and to expire on June 30, 2018.

(See attached plans for the Mary Esther Gonzales Senior Center Addition)

A design was developed by Ellis Browning Architects, Ltd let out to quote under CES procurement. The Facilities Division is requesting approval of construction services for this project as described in the Construction Documents. An itemized proposal of services and costs related to this procurement are attached.

On February 20, 2015 the project was bid out for construction due back March 26, 2015. At that time we received 9 bids which were all over budget provided the complete scope of work, so the project scope was reduced to be within budget.

On December 23, 2015 we were given the approval to use the new grant agreement to complete the project since the funding allocated for the Warehouse and Computer Lab

MEMO

City of Santa Fe CIP #682 – Mary Esther Gonzales Senior Center
Warehouse and Computer Lab Addition

Page 2

Addition was insufficient. The grant was approved by City Council on August 26, 2015 with a BAR done at this time.

<input checked="" type="checkbox"/>	31717.490240	178,100.00- NM Agency on Aging	itm 10L, code compliance	P	03717
<input type="checkbox"/>	32717.572970	188,100.00 W/P Construction	itm 10L, code compliance	P	03717
<input type="checkbox"/>	32717.572960	10,000.00 W/P Design	itm 10L, code compliance	P	03717

On January 14, 2016, Facilities Division accepted the quote from the qualified CES contractor to provide the required construction services.

This funding does not include costs for equipment. Equipment will be provided from additional grants.

BUDGET:

Funding is available in Senior Citizen Center Renovation WIP Design/Construction: Business Unit #32717.572960 and #32717.572970 in the amount of \$559,824.54.

SCHEDULE:

Public Works Committee: 1/25/16

Finance Committee: 2/1/16

City Council: 2/10/16

See contract construction schedule (120 days from Notice to Proceed).

REQUESTED ACTION:

Please approve award of the construction services scope of this project to FacilityBUILD, Inc. together with the associated AIA Agreement between Owner and Contractor in the amount of \$559,824.54.

ATTACHMENTS:

Construction Services Agreement with exhibits (Exhibit A)

Summary of Contracts

Contractor's Price Proposal (Exhibit B)

Project Schedule

CES contract documents (Exhibit C)

xc: Project File

CITY OF SANTA FE OTHER METHOD PROCUREMENT CHECKLIST

Contractor Name: CES/FacilityBUILD, Inc.

Procurement Title: City of Santa Fe Mary Esther Gonzales Senior Center Warehouse and Computer Lab Addition

Other Methods: State Price Agreement Cooperative Sole Source Exempt Other

Department Requesting/Staff Member Public Works/Facilities Division/LeAnn Valdez

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, 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 purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Departments Recommendation of Award Memo addressed to Finance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	BAR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

LeAnn S. Valdez/Project Administrator
 Department Rep Printed Name and Title

LeAnn Valdez
 Department Rep Signature attesting that all information included

RA 1/26/16
 Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR OTHER METHOD FILE*

YES	N/A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval of exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Copies of all Sole Source submittals

*

Other: _____

AWARD*

YES N/A

Fully executed Memo to Committees from the Department with recommendation of award
 Other: _____

CONTRACT*

YES N/A

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

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

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

LeAnn S. Valdez/Project Administrator
Department Rep Printed Name and Title

Department Rep Signature attesting that all information included

*



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 27 day of January in the year 2016
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Santa Fe
200 Lincoln Ave
Santa Fe, NM 87501

and the Contractor:
(Name, legal status, address and other information)

FacilityBUILD, Inc.
5904 Florence Avenue, NE
Albuquerque, NM 87113
(505) 828-0060

for the following Project:
(Name, location and detailed description)

CIP#682- MARY ESTHER GONZALES SENIOR CENTERS COMPUTER LAB AND WAREHOUSE ADDITION

The Architect:
(Name, legal status, address and other information)

Ellis Browning Architects, Ltd
921 Pasco del Sur
Santa Fe, NM 87501
(505) 984-2344

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.

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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:

N/A

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

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

(Paragraphs deleted)

one hundred twenty (120) calendar days from the date of commencement-subject to adjustment of this Contract Time as provided in the Contract Documents. Liquidated Damages of one thousand dollars (\$1,000) per calendar day will apply for work not completed by the Substantial Completion Date.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

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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 Five Hundred Fifty Nine Thousand Eight Hundred Twenty Four Dollars and Fifty Four Cents (\$ 559,824.54), inclusive of NM gross receipts taxes subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
General Requirements		\$ 66,412.86
Site Work/Demolition		\$ 50,011.80
Concrete		\$ 75,447.96
Masonry		\$ 18,283.98
Metals		\$ 75,447.96
Wood & Plastics		\$ 4,102.92
Thermal/Moisture		\$ 36,246.71
Doors & Windows		\$ 23,807.99
Finishes		\$ 67,651.93
Specialities		\$ 1,049.59
Mechanical & Plumbing		\$ 63,956.51
Electrical		\$ 34,441.20
Subtotal		\$516,860.51
NMGRT @ 8.3125%		\$ 42,964.03
Total		\$559,824.54

(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, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 15 day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 30 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.

(Federal, state or local laws may require payment within a certain period of time.)

§ 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.

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§ 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 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
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .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 30 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 has been submitted to the City, provided the Owner has received the Consent of Surety and Waivers and Release of Liens from the Contractor.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The City 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)

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§ 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:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction
- Other *(Specify In Accordance with New Mexico Public Works Mediation Act 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:
(Name, address and other information)

LeAnn Valdez, Project Administrator
Public Works Department/Facilities Division
City of Santa Fe
2651 Siringo Road, Building E
Santa Fe, NM 87505
(505) 955-5938

§ 8.3 The Contractor's representative:
(Name, address and other information)

Robert Pino
FacilityBUILD, Inc.
5904 Florence Avenue, NE
Albuquerque, NM 87113
(505) 828-0060

§ 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.

§ 8.5.1 INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or

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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

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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

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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:	Public Works Department /Facilities Division, City of Santa Fe PO Box 909 Santa Fe, NM 87504-0909
CONTRACTOR:	FacilityBUILD, Inc 5904 Florence Avenue, NE Albuquerque, NM 87113

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 7, *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
Project Plans	Mary Esther Gonzales Senior Center Addition	December 2014	33
Project Manual		December 2014	293

init.

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User Notes:

(1934054985)

8

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.) (The specifications are included in the drawings as provided by the Owner.

(Table deleted)

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.) Provided by the Owner designed by the Architect.)

(Table deleted)

§ 9.1.6 Additional documents, if

(Table deleted)

any, forming part of the Contract Documents:

None

(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.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
Performance and 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 Compensation	\$500,000 disease, policy limit

Init.

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(1934054985)

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 1/26/16

KELLEY A. BRENNAN,
CITY ATTORNEY

CONTRACTOR: FACILITYBUILD, INC.

BY: PRESIDENT

NM LICENSE #: _____

CRS #: _____

CITY BUSINESS REGISTRATION #: _____

APPROVED:

OSCAR RODRIGUEZ, FINANCE DIRECTOR

32717.572970 & 32717.572960
Business Unit/Line Item

Init.

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User Notes:

10

(1934054985)



ReEnergizing Organizations Through Facility Improvements



CONSTRUCTION COST PROPOSAL

Date: 1/14/2016

RFE: 16-070

City Of Santa Fe
Leann Valdez
2851 Siringo Rd #H

Cost Proposal Project Name: CES City Of Santa Fe Mary Gonzales Senior Center Renovation
Procurement Contract: CES - 2012-001A 912-301 FAC Regions 1-9
Email address: lvaldez@santafenm.gov
Telephone #: 505-955-5938

Physical Job Address: 1120 Alto St
Plans and specifications provided by: FacilityBUILD, Inc.

Scope of Work:

Based off original design from Ellis/Browning Architects dated December, 2014 Facility BUILD will provide new plans with reduction in scope as needed to accommodate a budget of \$560,000 with tax included.

Includes:

As needed: prevailing wages; performance and payment bonds; insurance; permits, architectural, structural engineering and applicable fees - Unless specifically excluded in the scope of work:

Clarification:

Excludes:

Repair or replacement of existing architectural, structural, electrical, fire systems, life safety, code violations, hidden conditions or additional material testing, site improvements; Irrigation or landscape work or any design construction work not specifically described in the scope of work or construction documents :Material Testing, Hazardous Materials Assessment, Abatement, Disposal, Fire Alarm and Fire Protection

Cost Breakdown Subtotal (page 2):	\$516,860.51
NM GRT @ City of Santa Fe 8.3125%	\$42,964.03
TOTAL	\$559,824.54

FacilityBUILD's Authorized Signature:

Robert P. Pino rpino@facilitybuild.com

date 1-14-16

Acceptance: The above scope of work, cost proposal and Services Agreement General Conditions are hereby accepted. You are authorized to do the work as specified. Costs are valid for 30 days.

Project Name: CES City Of Santa Fe Mary Gonzales Senior Center Renovation

Client Authorized Signature:

date

This agreement is the only agreement expressed or implied in which the work will be completed. The agreement takes precedent over any previous oral agreements and representations. See attached General Conditions on pages 3 and 4 of this proposal.

FacilityBUILD, Inc.

NM Contractors License: # 88676 - GB98, MM98, EE98, GA98, GF98, GF05 and GS04
5904 Florence Avenue NE, Albuquerque, NM 87113 Phone (505) 828-0060 Fax: (505) 823-0616
www.facilitybuild.com



*ReEnergizing Organizations
Through Facility Improvements*



Cost Proposal Project Name: CES City Of Santa Fe Mary Gonzales Senior Center Renovation

Physical Job Address: 1120 Alto St

Cost Breakdown (Per CSI Division 1-16):

Div: 1	General Requirements: Construction Design and Engineering (if applicable), Building Construction Permits, General Liability and Builders Risk Insurance, Project Management and Coordination, Weekly Construction Progress Documents, Construction Administration, Submittals, Product Approval Process, Quality Assurance and Quality Control inspections, Temporary Facilities and Utilities, Waste Management, Regulatory Control, Safety Plan, Closeouts and Training	\$66,412.86
Div: 2	Site work/Demolition: Includes all demo and site work per Facility BUILD new plans with reduction in scope as needed to accommodate budget.	\$50,011.80
Div: 3	Concrete: Includes all concrete work per Facility BUILD new plans with reduction in scope as needed to accommodate budget.	\$75,447.96
Div: 4	Masonry: Includes all Masonary work per Facility BUILD new plans with reduction in scope as needed to accommodate budget.	\$18,283.98
Div: 5	Metals: Includes all stuctural metal work per Facility BUILD new plans with reduction in scope as needed to accommodate budget.	\$75,447.96
Div: 6	Wood & Plastics: Includes all wood and plastics work per Facility BUILD new plans with reduction in scope as needed to accommodate budget.	\$4,102.92
Div: 7	Thermal/Moisture: Includes all thermal moisture work per Facility BUILD new plans with reduction in scope as needed to accommodate budget.	\$36,246.71
Div: 8	Doors & Windows: Includes all doors and window work per Facility BUILD new plans with reduction in scope as needed to accommodate budget.	\$23,807.09
Div: 9	Finishes: Includes all finishes work per Facility BUILD new plans with reduction in scope as needed to accommodate budget.	\$67,651.93
Div: 10	Specialties: Includes all specialties work per Facility BUILD new plans with reduction in scope as needed to accommodate budget.	\$1,049.59
Div: 11	Equipment: N/A	\$0.00
Div: 12	Furnishings: N/A	\$0.00
Div: 13	Special Construction: N/A	\$0.00
Div: 14	Conveying Systems: N/A	\$0.00
Div: 15	Mechanical/Plumbing: Includes all mechanical/plumbing work per Facility BUILD new plans with reduction in scope as needed to accommodate budget.	\$63,956.51
Div: 16	Electrical: Includes all electrical work per Facility BUILD new plans with reduction in scope as needed to accommodate budget.	\$34,441.20
	Subtotal	\$516,860.51
	NM GRT @ 8.3125%	\$42,964.03
	TOTAL	\$559,824.54



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

Amount \$ _____ amendment # _____ Termination Date: Open
Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

5 Total of Original Contract plus all amendments: \$ 0.00

6 Procurement Method of Original Contract: (complete one of the lines) _____

RFP RFQ Sole Source Other Purchasing Manual section 11.1

7 Procurement History: First year of open Agreement

8 example: (First year of 4 year contract)

Funding Source: Senior Citizen Center Renov BU/Line Item#: # 32717.572970

9 Any out-of-the ordinary or unusual issues or concerns: _____

(Memo may be attached to explain detail.)

Staff Contact who completed this form: LeAnn Valdez ^{*LV*} Phone # 955 5938

10 Division Director: David J. Pfeifer *David Pfeifer*

11 Department Director: Isaac J. Pino

Certificate of Insurance attached. (if original Contract)

12 Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity: Negotiated with contractor

13 _____

14 Prior year's contract amount?: NA

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

16 Why staff cannot perform the work?: required licenses

17 If extending contract, why?: N/A

17 Was a Santa Fe company awarded contract? If not, why?: _____

18 _____

Has the contract been approved as to form by City Attorney's Office?: Yes
Is this for City Manager or Council approval?: City Council



ReEnergizing Organizations
Through Facility Improvements



CONSTRUCTION COST PROPOSAL

Date: 1/14/2016

RFE: 16-070

City Of Santa Fe
Leann Valdez
2651 Siringo Rd #H

CES City Of Santa Fe Mary Gonzales Senior
Center Renovation
Cost Proposal Project Name:
Procurement Contract: CES - 2012-001A 912-301 FAC Regions 1-9
Email address: lvaldez@santafenm.gov
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Includes:

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Excludes:

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Cost Breakdown Subtotal (page 2):	\$516,860.51
NM GRT @ City of Santa Fe 8.3125%	\$42,964.03
TOTAL	\$559,824.54

FacilityBUILD's Authorized Signature: Robert P. [Signature] date 1-14-16
rpino@facilitybuild.com

Acceptance: The above scope of work, cost proposal and Services Agreement General Conditions are hereby accepted. You are authorized to do the work as specified. Costs are valid for 30 days.

Project Name: CES City Of Santa Fe Mary Gonzales Senior Center Renovation

Client Authorized Signature: _____ date _____

This agreement is the only agreement expressed or implied in which the work will be completed. The agreement takes precedent over any previous oral agreements and representations. See attached General Conditions on pages 3 and 4 of this proposal.

FacilityBUILD, Inc.
 NM Contractors License: # 88676 - GB98, MM98, EE98, CA98, GF98, CF05 and CS04
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ReEnergizing Organizations
Through Facility Improvements



Cost Proposal Project Name: CES City Of Santa Fe Mary Gonzales Senior Center Renovation

Physical Job Address: 1120 Alto St

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	Subtotal	\$516,860.51
	NM GRT @ 0.3125%	\$42,964.03
	TOTAL	\$559,824.54

Services Agreement/General Conditions

Facility BUILDTM

1. **Scope of Work:** Contractor agrees to furnish necessary labor, materials, supplies, equipment, tools and subcontractors to perform and complete in a professional workmanlike manner, the services as described under the attached scope of work. All conclusions and recommendations regarding the work represent the professional opinions of Contractor personnel involved in the work and should not be considered a legal interpretation of existing codes or regulations. Contractor assumes no responsibility for errors in architectural plans/specifications, existing code deficiencies, or incorrect information provided by Owner/Client that Contractor relied on in preparing proposals/estimates.
2. **Payment:** 100% upon completion of scope of work unless credit arrangements have been made, or work duration is longer than one (1) month. Then the contractor will submit invoices monthly, or as otherwise agreed. For completed portions of services or additional work authorized pursuant to Paragraph 5 herein, Owner/Client agrees to pay the invoiced amount within 20 days from date of invoice. Any payment not received by Contractor within 30 days shall be considered delinquent and the amount due Contractor shall accrue a late charge of 1 1/2% per month for each month from date of invoice. In the event any payment due Contractor under the terms of this Agreement is delinquent, Contractor may suspend all services until all delinquent payments have been received.
3. **Additional Work:** The Owner/Client, without invalidating the Agreement, may order changes in the work within the general scope of the Agreement consisting of additions, deletions or revisions of the scope, cost of services and time being adjusted accordingly. All such changes in the work shall be authorized in writing. The cost or credit to the Owner/Client resulting from a change in the work shall be determined by one or more of the following: by mutual agreement of either a lump sum, and/or unit price to be multiplied by the units worked in determining the total sum; hourly rate per man hour multiplied by the man hours expended; or by other mutually agreeable cost methods. Where differing site conditions are encountered that materially affect the Contractor's cost of completing the scope of work, the Contractor will notify the Owner/Client and will use his best professional judgment in assisting the Owner/Client in deciding how to proceed. The cost of services will be equitably adjusted by written change order or supplemental agreement between both parties within twenty (20) days from the first observance of the differing site condition.
4. **Access/ Approvals/ Permits:** Owner/Client shall arrange for access and make all provisions for Contractor to enter public and private property as required for Contractor to perform the specified services. Owner/Client shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approval and consent from others as may be necessary. Owner/Client is responsible for informing Contractor of the structures. Contractor will not be responsible for inadvertent damage to utility locations of any underground lines or other subsurface structures that were not made known to Contractor prior to the start of work pursuant to Paragraph 5 herein.
5. **Client Information:** Work will not commence until the Contractor has received a duly executed copy of this contract. The Owner/Client shall direct its officers, directors, employees, subcontractors and agents to render reasonable assistance and to provide (promptly upon request) any necessary or appropriate data to the Contractor in connection with its performance under this agreement. Any data furnished shall be furnished at the Owner/Client's expense, and the Contractor shall be entitled to rely upon its accuracy and completeness. The Owner/Client shall locate for the Contractor, and shall assume responsibility for the accuracy of his representations, as to the locations of all underground utilities, tanks, structures, or other installations, unless the express responsibility of the Contractor as stated in the "Scope of Work".
6. **Emergencies:** In an emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation and/or extension of time claimed by the Contractor on account of emergency work shall be determined as set forth under Paragraph 3. Additional Work.
7. **Hazardous Substances:** Nothing herein shall be construed or interpreted as requiring Contractor to identify hazardous substances or assume the status of a generator of any hazardous substances or hazardous materials, as those terms are defined under any applicable federal, state and local laws, statutes, regulations, ordinances, rules or orders. If any hazardous, toxic or dangerous substances as defined by federal, state or local laws, statutes, regulations, ordinances, rules or orders, ("Hazardous Substances") are encountered at the site, Contractor will stop work and advise the Owner/Client. It is the Owner/Client's responsibility to identify and inform Contractor of Hazardous Substances at the facility. If these Hazardous Substances require handling, transportation or disposal at an off-site facility, Contractor will assist in advising the Owner/Client of the Owner/Client's options. However, Contractor will not "arrange" for disposal or, except title to, sign manifests for, or take control of any Hazardous Substances, unless expressly stated in the "Scope of Work". Owner/Client shall indemnify and hold Contractor harmless from any claims, damages, fines and fees, litigation or expenses, arising out of or in any way related to identification, handling, transportation and disposal of any Hazardous Substances in the course of Contractor's performance of this Agreement.
8. **Restoration:** The Owner/Client understands that in the normal course of construction work, some minor damage to property may occur including damage to landscaping, pavement, sprinkler systems, and interior building finishes. While the Contractor will act to minimize damage, some minor damages may occur.
9. **Independent Contractor:** Contractor shall perform all work under this agreement as an independent contractor, retaining complete control over its personnel and operations and conforming to all legal requirements with respect to its Representatives. Neither Contractor nor its Representatives shall be, or shall be construed to be, in any sense, Owner/Client's employees or agents, or have authority to bind Owner/Client in anyway.
10. **Insurance:** The Contractor shall maintain policies of insurance for the following types of coverage, each with a limit of liability of one million dollars per occurrence and in the aggregate: Worker's Compensation (statutory); Comprehensive General Liability; and Comprehensive Automobile Liability, unless otherwise expressly stated in the "Scope of Work".
11. **Indemnity:**
- Contractor shall indemnify and hold harmless Owner/Client, and its respective officers, directors, employees, subcontractors, agents and assigns ("Representatives"), from and against any and all liabilities, claims, causes of action, suits, losses, damages, costs and demands, including reasonable attorneys' fees, resulting from or arising out of, personal injury, including death or property damage, to the extent such injury, death or property damage is caused by the negligence or willful misconduct of Contractor or its Representatives; and, provided that such injury, death, or property damage is not caused by the sole or contributory negligence of Owner/Client, or its Representatives; and provided further, that Contractor's liability hereunder shall be limited to and not exceed the insurance coverage and limits of liability identified in Paragraph 10 or the total cost of services under of this agreement, whichever amount is less.
 - Owner/Client shall indemnify and hold harmless Contractor, and its Representatives, from and against any and all liabilities, claims, causes of action, suits, losses, damages, costs and demands, including reasonable attorneys' fees, resulting from or arising out of, personal injury, including death or property damage, to the extent such injury, death or property damage is caused by the negligence or willful misconduct of Owner/Client or its Representatives; and provided further that such injury, death, or property damage is not caused by the sole or contributory negligence of Contractor or its Representatives.

Services Agreement/General ConditionsFacility BUILD TM

12. **Dispute Resolution:** All claims, disputes and other matters in question between the Contractor and Owner/Client arising out of, or relating to, this agreement or breach thereof, shall first be submitted to non-binding mediation. Then if still unresolved, the dispute will be decided by arbitration in accordance with the construction industry rules of the American Arbitration Association, unless the parties mutually agree otherwise. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notice of Demand for mediation arbitration shall be filed in writing with the other party to the contract agreement within 90 days after the claim, dispute or other matter in question has arisen.
13. **Termination:** If the work is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, through no act or fault of the Contractor or its Representatives, or if the Owner/Client has failed to make payment as provided in this Agreement for work performed, then the Contractor may at his option provide three (3) days notice to the Owner/Client, terminate this agreement and recover from the Owner/Client, payment for all work completed, with all costs arising out of such termination, and for any proved loss sustained upon any materials, equipment, and tools including reasonable profit and damages.
14. **Safety/Health:** By virtue of entering into this Agreement and providing services hereunder, Contractor does not assume responsibility for any existing conditions at the site that may present a danger, either potential or real, to the health, safety or the environment, except as set forth in the "Scope of Work".
15. **Delays:** If the Contractor is delayed at any time in the progress of the work by an act or omission of the Owner/Client, or his employees or separate contractors employed by the Owner/Client, or by changes ordered in the work, or by labor disputes, fire, unusual delay in deliveries, adverse weather conditions, permit requirements, interpretive (subjectively/capriciously enforced) code review and inspections, unavoidable casualties or other causes beyond the Contractor's control, or by delay pending arbitration, or by other causes which the Owner/Client and Contractor agree may justify delay, then the contract time shall be reasonably extended.
16. **Standard of Care/Warranty:** The standard of care for all construction services performed under this Agreement shall be the care and skill ordinarily used by the construction trades working under similar conditions at the same time and locality. The Contractor warrants to the Owner/Client that the construction shall be new unless otherwise specified, of good commercial quality, in conformance with the Contract Documents and free of defects in materials and workmanship for one (1) year from substantial completion. This warranty does not apply to patch and repair work.
17. **Design - Build:** In addition to all other terms and conditions of this Agreement, the following articles are relevant to Design-Build projects where Contractor is acting in the capacity of Designer-Builder.
- a. Owner/Client shall provide Contractor with Owner/Client's Project criteria. Project criteria includes: use, space, budget, time, site, performance and expandability requirements, limitations, objectives and other relevant information. Unless otherwise stated in the scope of work, the Owner/Client will also provide, at its own cost and expense, the following:
- * Surveys describing the property, boundaries, topography and reference points for use during design and construction, including existing service and utility lines;
 - * Geotechnical studies describing soils and subsurface conditions;
 - * Legal description of the site;
 - * As-built facility drawings and construction documents, if available;
 - * Environmental site evaluations and impact studies identifying existing hazardous conditions.
- b. The Contractor may establish an estimate for the work based upon the Contractor's understanding of the scope of work at the time of this Agreement. The estimate will be refined during design development and replaced by a Guaranteed Maximum Price (GMP) or as agreed to by the Owner/Client and the Contractor.
- c. All drawings, specifications and other documents and electronic data furnished by Contractor to Owner/Client under this Agreement ("Work Produced") are deemed to be instruments of service and Contractor shall retain an ownership and property interest therein. In the event Owner/Client fails to enter into a design-build contract on the Project with Contractor and proceeds to design and construct the Project through its employees, agents or third parties, the Contractor shall grant Owner/Client a limited license to use the Work Product to complete the Project conditioned on the following:
- * Use by Owner/Client of the Work Product is at Owner/Client's sole risk and without liability or legal exposure to Contractor or anyone working by or through Contractor, including design professionals. Owner shall defend, indemnify and hold harmless the Contractor, design professionals, and design-build subcontractors from any and all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from the Work Product.
 - * Owner/Client agrees to pay Contractor a reasonable agreed upon sum as compensation for the right to use the Work Product in accordance with this article.
- d. The Contractor shall submit to Owner/Client interim design submissions to support the overall project schedule. When needed, the Owner/Client and Contractor shall meet and confer regarding the evolution of the design including changes and deviations. The Owner/Client shall review and provide responses to the interim submissions within the turnaround times set forth in the Project schedule or as agreed.
18. **Assignment:** Neither Contractor nor Owner/Client shall without written consent of the other party assign or transfer any portion or part of its obligations under this Agreement.
19. **Governing Law:** This Agreement shall be governed by the laws of Albuquerque, New Mexico, without giving effect to its conflict of law principles.
20. **Severability:** If any of these General Conditions shall be finally determined to be invalid and unenforceable in sole or in part, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties. The parties agree to reform the Agreement between them to replace any such invalid or unenforceable provision that comes as close as possible to the intention of the stricken provision.
21. **Limitations of Liability:** In no event will the contractor be liable to the Owner/Client or anyone else (including third-party beneficiaries), for any consequential, incidental, special or indirect damages, including lost revenue and profits, that result in anyway connected with the services provided herein. The Owner/Client agrees that the liability of the Contractor arising out of any kind of legal claim (whether in contract, tort or otherwise) in anyway connected with the services provided will not exceed the amount the Owner/Client originally paid the Contractor for the service or the insurance coverage and limits of liability identified in paragraph 19, whichever amount is less.

CIP#682- Mary Esther Gonzales Senior Center Warehouse and Computer Lab Addition Project

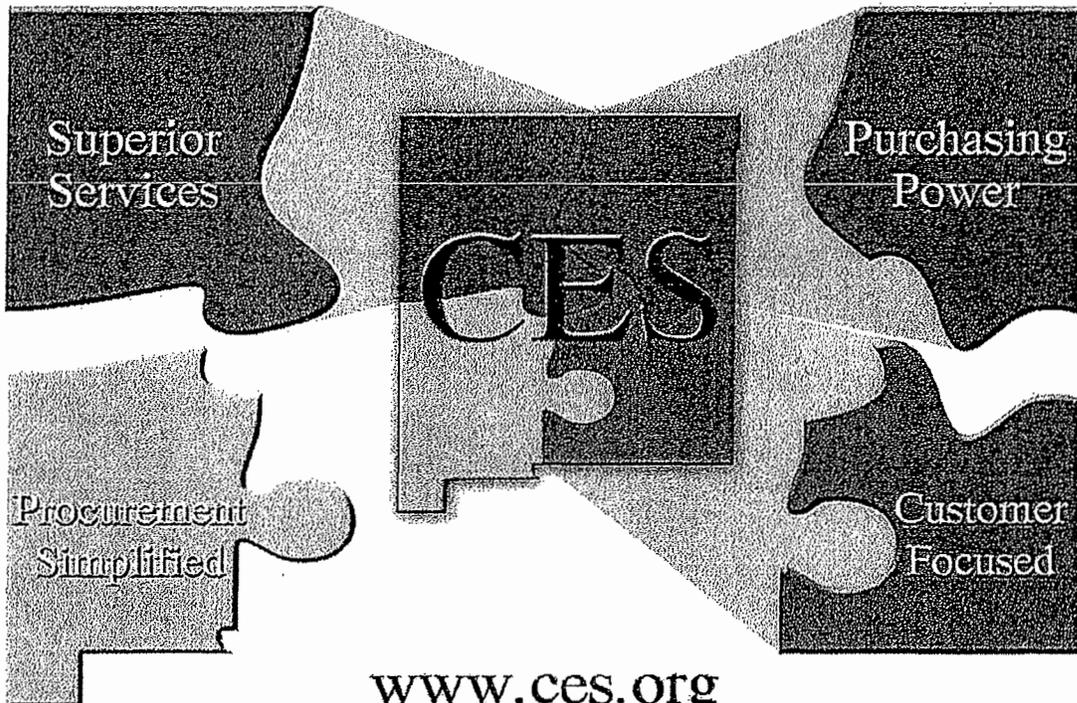
ID	Task Name	Task Mode	Calendar Days	Start	Finish	Predecessors	Oct 25	Nov 22	Dec 20	Jan 17	Feb 14	Mar 13	Apr 10	May 08	Jun 05	Jul 03	1	
							W	S	T	M	F	T	S	W	S	T	M	F
1	Public Works Committee for Construction	★	1 day	Mon 01/25/16	Mon 01/25/16													
2	Finance Committee for Construction	★	1 day	Mon 02/01/16	Mon 02/01/16													
3	City Council Committee for Construction	★	1 day	Wed 02/10/16	Wed 02/10/16													
4	Notice to Proceed	★	10 days	Mon 02/29/16	Fri 03/11/16													
5	Construction to Start	★	89 days	Mon 02/29/16	Thu 06/30/16													
6	Construction Progress Meetings	☺	89 days	Mon 02/29/16	Thu 06/30/16													
7	Substantial Completion	★	6 days	Fri 06/17/16	Fri 06/24/16													
8	Final Completion	★	6 days	Fri 06/24/16	Fri 07/01/16	6												
Task Split Milestone Summary Project Summary External Task External Milestone Inactive Task Inactive Milestone Inactive Summary Manual Task Duration-only Manual Summary Rollup Manual Summary Start-only Finish-only Deadline Progress																		
Project: Project1 Date: Fri 01/15/16																		

*Celebrating
35 Years*



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DECEMBER 2015

Procurement Services

Vendor Listing

Category Index

4216 Balloon Park Rd NE
Albuquerque, NM 87109
Phone: 505-344-5470
Fax: 505-344-9343

Exerplay is well known throughout New Mexico for providing state-of-the-art playground equipment, including modular play structures, both custom and stock; outdoor athletic and recreational seating; indoor multi-purpose synthetic flooring; athletic and recreational field synthetic turf; permanent and relocatable shade structures. Exerplay's highly qualified and experienced staff can provide complete turn-key design, installation, maintenance and renovation services.

ezIQC[®] - SEE GORDIAN GROUP, THE

FACILITYBUILD, INC.

Address: 5904 Florencé Ave. NE, Albuquerque, NM 87113 Website: www.facilitybuild.com
 Contact: Cameron Kilcup Phone #: 505-828-0060 Toll Free #: 800-327-8642
 Email: camkilcup@facilitybuild.com Fax #: 505-823-0161

Contract #	Solicitation Type / Category Description
2012-001A 912-309 FAC	RFP C - RS Means JOC Region 9
2013-026 912-200 FAC	RFP C - Gordian JOC General Construction (GB/GA/GF) Regions 1 through 8
2013-026 912-300 FAC	RFP C - RS Means JOC General Construction (GB/GA/GF) Regions 1 through 8
16-05DB-C402-4	On-Call Carpentry Maintenance and Related Products (Individual Project Cost of Less than \$25,000) Region 4
16-05FB-C604-4	RFP C - On-Call General Maintenance and Repair Services and Related Products (Individual Project Cost of Less than \$25,000) Region 4

FacilityBUILD is a New Mexico general contractor offering CES Members and Participating Entities a full range of construction products and services relating to educational and athletic facilities. They specialize in design-build services for new construction, renovating existing facilities to meet ADA compliance requirements, athletic seating, track and courts, synthetic field turf systems, field and auditorium lighting systems, athletic and student lockers and playground equipment.

FACILITY SOLUTIONS GROUP

Address: 7209 Jefferson NE, Albuquerque, NM 87109 Website: www.fsgl.com
 Contact: Billy Ramirez Phone #: 505-884-9019 X20108 Toll Free #:
 Email: billy.ramirez@fsgl.com Fax #: 505-884-4022

Contract #	Solicitation Type / Category Description
16-05CB-C308-4	On-Call Electrical Maintenance and Related Products (Individual Project Cost of Less than \$25,000) Region 4

Facility Solutions Group is a lighting and electrical contractor that can provide on call electrical services to Region 4 for projects less than \$25,000.

FANNING BARD TATUM ARCHITECTS AIA, LTD

Address: One Park Square, 6501 Americas Parkway NE, Ste 300, Albuquerque, NM 87100 Website: www.fbtarch.com
 Contact: Ryan Parks Phone #: 505-883-5200 Toll Free #:
 Email: rgp@fbtarch.com Fax #: 505-884-5390

Contract #	Solicitation Type / Category Description
2014-015 906-002 FBT	RFP C - Architectural Design, Engineering, Project Management and Consulting Services

FBT Architects is a multi-disciplinary design firm celebrating it's 41st year in business with an award-winning portfolio in education, healthcare, civic, commercial and sustainable design projects. With our corporate office located in Albuquerque, New Mexico and a satellite office in Lubbock, Texas, we offer an experienced, dynamic, talented core staff of 46 people, including 18 licensed architects and engineers, and 11 LEED Accredited Professionals. Our team consists of talented architects and planners, including landscape architecture and interior design studios, and a structural and civil engineering subsidiary.

FARMINGTON CONSTRUCTION, INC.

Address: 1030 Walnut Dr., Farmington, NM 87401
 Contact: William L. Flack Phone #: 505-325-1853 Toll Free #:
 Email: office@fcl52.com Fax #: 505-325-3481

Contract #	Solicitation Type / Category Description
2013-026 912-201 FOI	RFP C - Gordian JOC General Construction (GB/GA/GF) Region 1
2013-026 912-301 FOI	RFP C - RS Means JOC General Construction (GB/GA/GF) Region 1
16-05FB-C601-1	RFP C - On-Call General Maintenance and Repair Services and Related Products (Individual Project Cost of Less than \$25,000) Region 1

Farmington Construction has been in the construction industry for close to 60 years providing general construction products and services which include design, installation, maintenance and repair of all types of facilities in Region 1.

Client#: 805515

KEERINDU

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/02/2015

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 P.O. Box 90756 Albuquerque, NM 87199-0756 800-800-5661/CA Lic#0757776	CONTACT NAME: Carrie Butler PHONE (A/C, No, Ext): 800-800-5661 FAX (A/C, No): 866-487-3972 E-MAIL ADDRESS: carrie.butler@hubinternational.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Nautilus Insurance Company</td> <td>17370</td> </tr> <tr> <td>INSURER B:</td> <td>Great Divide Insurance</td> <td>25224</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Nautilus Insurance Company	17370	INSURER B:	Great Divide Insurance	25224	INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER F:																					
INSURED: FacilityBUILD Inc. 5904 Florence Ave NE Albuquerque, NM 87113																					

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PP Ded: 5,000 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC	X	X	GLPO154614013	04/01/2015	04/01/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	BAP154614313	04/01/2015	04/01/2016	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WCA154649713	04/01/2015	04/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 For Information Purposes Only.

CERTIFICATE HOLDER FacilityBUILD Inc. 5904 Florence Ave NE Albuquerque, NM 87113-0000	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 <i>Robert W. Markovich</i>
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FINANCE DEPARTMENT-FINANCE COMMITTEE

Finance Packet Checklist

The following information should be included in all packets to ensure you item is not pulled.

Contracts/Agreements/Grants/BARS/Bids/RFPs	YES	NO	N/A
Memo Address memo to Finance Committee-Initiated by all Staff Provide explanation if and when Budget available Include Funding Source-Business Unit and Line Item Include approval term if requesting more than 1 yr Verify term in memo matches term of Contract Include Vendor awarded the contract Include Bid/RFP # in memo Submit Originals to the City Clerk's office	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Contracts and Agreements Attach Initialed Memo addressed to Finance Committee Need approval from legal-must be "Approved As To Form" by City Attorney Include CRS # in contract Include Business Registration # in contract Attach Summary of Contract and Agreement Form Attach Certificate of Insurance Attach Procurement Checklist Submit single sided copy of contract to Finance Forward Originals to the City Clerk's office	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Bids/RFP's/Agreements/Grants Route all contracts, MOU's and agreements through Purchasing 1st for "Procurement Checklist" Forward to City Attorney for "Approved as to Form" Approval Forward complete contract to Budget Officer for review and approval Forward BARS-to Accounting for review and signature (Grants or Special Projects) Forward all other BARS directly to Budget Office for review and approval Contracts >\$50k forward to Finance Committee-all others forward to Finance Department	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>