

 **AIA**® Document A105™ – 2007

Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project

AGREEMENT made as of the 21 day of February in the year 2012.

BETWEEN the Owner:

Santa Fe County
102 Grant Avenue
P.O. Box 276
Santa Fe, NM 87504-0276

and the Contractor:

Sol Systems Construction, Inc.
3123 San Saulo SW
Albuquerque, New Mexico 87105

for the following Project:

Santa Fe Housing Authority - Public Housing Window and Screen Removal and Replacement at Valle Vista Housing Site and Valle de Esperanza Housing, Santa Fe, NM.

Contractor shall remove a total of 584 windows and 669 screens and replace them with vinyl frame double pane windows and vandal-resistant screens.

The Architect:

No architect – window and screens to be installed according to manufacturer’s instructions.

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.

State or local law may impose requirements on contracts for home improvements. If this document will be used for Work on the Owner’s residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.

The Owner and Contractor agree as follows.

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ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

.1 this Agreement signed by the Owner and Contractor; General Conditions for Construction Contracts – Public Housing Programs (HUD-5370 11/2006); and Santa Fe County’s Supplemental Conditions to the Construction Contract.

.2

Number	Date	Pages
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(Table deleted)

(Table deleted)

.4 written orders for changes in the Work issued after execution of this Agreement; and

.5 other documents, if any, identified as follows:
Window manufacturer’s instructions for installation of windows and screens and Drawings as indicated in Appendix N, attached hereto and incorporated herein.

Bid Item 4- One hundred eight (108) Vinyl Frame, Double Pane, Horizontal Sliders with screens vandal resistant

Three bedroom units- 54 ea / 4' x 4' rough-in (Bedroom) \$ 399.07/per window
18 ea / 4' x 4' rough-in (Dining room) \$ 399.07/per window
18 ea / 6' x 4' rough-in (Living room) \$ 340.84/per window
18 ea / 3' x 3' rough-in (Kitchen) \$ 249.93/per window

Lump Sum: \$ 35,046.90

Bid Item 5- Thirty (30) Vinyl Frame, Double Pane, Horizontal Sliders with vandal resistant screens

Four bedroom units- 20 ea / 4' x 4' rough-in (Bedroom) \$ 339.07per window
5 ea / 4' x 4' rough-in (Dining room) \$ 339.07per window
5 ea / 8' x 4' rough-in (Living room) \$ 376.19/per window

Lump Sum: \$ 10,357.70

Bid Item 6- Seven (7) Vinyl Frame, Double Pane, Horizontal Sliders with vandal resistant screens

Five bedroom units- 5 ea / 4' x 4' rough-in (Bedroom) \$ 339.07/per window
1 ea / 4' x 4' rough-in (Dining room) \$ 339.07/per window
1 ea / 8' x 4' rough-in (Living room) \$ 376.19/per window

Lump Sum: \$ 2,410.61

Bid Item 7- Six (6) Vinyl Frame, Double Pane, Horizontal Sliders with vandal resistant screens

Maintenance Office 4 ea / 4' x 4' rough-in (Bedroom) \$ 339.07/per window
1 ea / 4' x 4' rough-in (Dining room) \$ 339.07/per window
1 ea / 8' x 4' rough-in (Living room) \$ 376.19/per window

Lump Sum: \$ 2,071.54

Bid Item 8- Eighty-five (85) Vandal Resistant Screens Only (approximate sizes)

One Bedroom HC units- 3 ea / 3' x 4' vandal resistant screens \$ 233.92/per screen
3 ea / 4' x 4' vandal resistant screens \$ 147.58/per screen

Regular units- 13 ea / 3' x 3' vandal resistant screens \$ 154.96/per screen
15 ea / 3' x 4' vandal resistant screens \$ 233.92/per screen
51 ea / 4' x 4' vandal resistant screens \$ 147.58/per screen

Lump Sum: \$ 14,190.85

Valle Vista Housing Site, Santa Fe, N.M.

Bid Item 9- Eighteen (18) Vinyl Frame, Double Pane, Horizontal Sliders with vandal resistant screens

One bedroom HC units - 6 ea / 4' x 4' rough-in (Bedroom) \$ 339.07/per window
6 ea / 4' x 4' rough-in (Dining room) \$ 339.07per window
6 ea / 6' x 4' rough-in (Living room) \$ 340.84/per window

Lump Sum: \$ 6,113.88

Bid Item 10 – Sixty (60) Vinyl Frame, Double Pane, Horizontal Sliders with vandal resistant screens

One bedroom units- 20 ea / 4' x 4' rough-in (Bedroom) \$ 339.07/per window
 20 ea / 4' x 4' rough-in (Dining room) \$ 339.07/per window
 20 ea / 6' x 4' rough-in (Living room) \$ 340.84/per window

Twenty (20) Vinyl Frame, Double Pane, Single Hung with vandal resistant screens 20 ea / 1'4" x 3' rough-in (Kitchen) \$ 207.27/per window

Lump Sum: \$ 24,525.00

Bid Item 11- One hundred twelve (112) Vinyl Frame, Double Pane, Horizontal Sliders with vandal resistant screens

Two bedroom units- 56 ea / 4' x 4' rough-in (Bedroom) \$ 339.07/per window
 28 ea / 4' x 4' rough-in (Dining room) \$ 339.07/per window
 28 ea / 8' x 4' rough-in (Living room) \$ 376.19/per window

Twenty-eight (28) Vinyl Frame, Double Pane, Single Hung with vandal resistant screens
 28 ea / 1'4" x 3' rough-in (Kitchen) \$ 207.27/per window

Lump Sum: \$ 44,818.76

Bid Item 12- Fifty-four (54) Vinyl Frame, Double Pane, Horizontal Sliders with vandal resistant screens

Three bedroom units- 27ea / 4' x 4' rough-in (Bedroom) \$ 339.07/per window
 9 ea / 4' x 4' rough-in (Dining room) \$ 339.07/per window
 9 ea / 6' x 4' rough-in (Living room) \$ 340.84/per window
 9 ea / 3' x 3' rough-in (Kitchen) \$ 249.93/per window

Lump Sum: \$ 17,523.45

Bid Item 13- Thirty (30) Vinyl Frame, Double Pane, Horizontal Sliders with vandal resistant screens

Four bedroom units- 20 ea / 4' x 4' rough-in (Bedroom) \$ 339.07/per window
 5 ea / 4' x 4' rough-in (Dining room) \$ 339.07/per window
 5 ea / 8' x 4' rough-in (Living room) \$ 376.19/per window

Lump Sum: \$ 10,357.70

TOTAL SUM FOR REMOVAL AND REPLACEMENT OF FIVE HUNDRED EIGHTY-FOUR (584) WINDOWS & SIX HUNDRED SIXTY-NINE (669) SCREENS: \$ 202,692.71

Portion of Work Value

§ 3.3 Unit prices, if any, are as follows:
(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
See 3.2 above		

§ 3.4 Allowances included in the Contract Sum, if any, are as follows:

(Paragraph deleted)

Item	Price
No allowances.	

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

Not applicable.

§ 3.6 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work at the Valle Vista Housing and Valle de Esperanza Housing Sites.

ARTICLE 4 PAYMENT

§ 4.1 Based on Contractor's Applications for Payment, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

1.5 % per month

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall provide Contractor's general liability and other insurance as follows:

(Insert specific insurance requirements and limits.)

Type of insurance	Limit of liability (\$0.00)
SEE PARAGRAPH 36 OF HUD-5370.	SEE PARAGRAPH 36 OF HUD-5370.

§ 5.2 The Owner shall provide property insurance to cover the value of the Owner's property, including any Work provided under this Agreement.

§ 5.3 The Contractor shall obtain an endorsement to its general liability insurance policy to cover the Contractor's obligations under Section 8.12.

§ 5.4 The Contractor shall provide certificates of insurance showing its respective coverages prior to commencement of the Work.

§ 5.5 The Contractor waives all rights against the Owner and its agents and employees,, for damages caused by fire or other causes of loss to the extent covered by property insurance or other insurance applicable to the Work.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 THE CONTRACT

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 THE WORK

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 INTENT

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.

§ 6.4 OWNERSHIP AND USE OF OWNER'S SPECIFICATIONS AND OTHER DOCUMENTS

Documents prepared by the Owner are instruments and property of the Owner for use solely with respect to this Project. The Owner shall retain all common law, statutory and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The Owner's specifications and documents may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner..

ARTICLE 7 OWNER

§ 7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, the Owner shall obtain and pay for other necessary approvals, easements, assessments and charges.

§ 7.2 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 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 seven 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, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor.

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

§ 7.4.1 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.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

§ 7.4.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

ARTICLE 8 CONTRACTOR

§ 8.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Owner.

§ 8.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's information a Contractor's construction schedule for the Work.

Init.

§ 8.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 8.3.1 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.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner has made a timely and reasonable objection.

§ 8.4 LABOR AND MATERIALS

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

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

§ 8.5 WARRANTY

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

§ 8.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.

§ 8.7 PERMITS, FEES AND NOTICES

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. 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 full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Owner in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

§ 8.8 SUBMITTALS

The Contractor shall promptly review, approve in writing and submit to the Owner Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 8.9 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner.

§ 8.10 CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery and surplus material; and shall properly dispose of waste materials.

§ 8.12 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Owner's agents and employees 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.

ARTICLE 9 OWNER

§ 9.1 The Owner will provide administration of the Contract as described in the Contract Documents.

§ 9.2 The Owner may visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Owner will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Owner will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Owner's observations and evaluations of the Contractor's Applications for Payment, the Owner will review and certify the amounts due the Contractor.

§ 9.5 The Owner has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Owner will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 The Owner will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request from the Contractor.

§ 9.8 Interpretations and decisions of the Owner 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 Owner will endeavor to secure faithful performance by the Contractor.

§ 9.9 (Intentionally omitted.)

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly in writing.

§ 10.2 (Intentionally omitted.)

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time may be subject to adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work 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, the Contract Time shall be subject to equitable adjustment.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 CONTRACT SUM

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

§ 12.2 APPLICATIONS FOR PAYMENT

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Owner an itemized Application for Payment for Work completed in accordance with the values stated in the Agreement. Such Application shall be supported by data substantiating the Contractor's right to payment as the Owner may reasonably require. 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 stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 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 other encumbrances adverse to the Owner's interests.

§ 12.3 CERTIFICATES FOR PAYMENT

The Owner will, in not later than twenty one (21) days after receipt of the Contractor's Application for Payment, issue all undisputed amounts to Contractor. If Owner withholds and disputed amount, Owner shall notify the Contractor in writing of the Owner's reasons for withholding certification in whole or in part.

§ 12.4 PROGRESS PAYMENTS

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 The Owner shall not have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, 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 requirements of the Contract Documents.

§ 12.5 SUBSTANTIAL COMPLETION

§ 12.5.1 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 the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Work or designated portion thereof is substantially complete, the Owner will make an inspection to determine whether the Work is substantially complete. When the Owner determines that the Work is substantially complete the Owner shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and Contractor, 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.

§ 12.6 FINAL COMPLETION AND FINAL PAYMENT

§ 12.6.1 Upon receipt of a final Application for Payment, the Owner will inspect the Work. When the Owner finds the Work acceptable and the Contract fully performed, the Owner will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Owner releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract.

§ 12.6.3 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 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury or loss to employees on the Work, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Owner as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 TESTS AND INSPECTIONS

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Owner requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections or approvals that do not become requirements until after the Contract is executed.

§ 15.3 GOVERNING LAW

The Contract shall be governed by the laws of the State of New Mexico.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 TERMINATION BY THE CONTRACTOR

If the Owner fails to make payment as provided in Section 12.4.1 for a period of twenty one (21) days, the Contractor may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 TERMINATION BY THE OWNER FOR CAUSE

§ 16.2.1 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 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, 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

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

(Paragraph deleted)

§ 16.2. If such costs incurred by the Owner to complete the Work exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 TERMINATION BY THE OWNER FOR CONVENIENCE

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. 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 17 OTHER TERMS AND CONDITIONS

17.1 Maintenance and Operation Instructions

At the completion of the Work and no later than the date of Substantial Completion Contractor shall deliver to Owner two sets in a 3-ring binder all maintenance and operation instructions for all windows and screens and installed or constructed under this Contract.

17.2 Bonds

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as required by the Contract. Such bonds shall each be for 100% of the Contract Sum and evidence of such bonds shall be provided to the Owner in no less than seven (7) days after the commencement date indicated in the Notice to Proceed issued by the Owner.

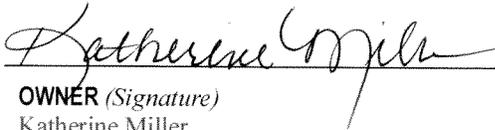
17.3 Dispute Resolution

All claims and disputes arising out of this Contract shall first be mediated to the extent required by the New Mexico Public Works Mediation Act. If not required or if mediation is unsuccessful, the claims and disputes shall be litigated in the New Mexico State or Federal Courts. Contractor irrevocably consents to the jurisdiction of such courts and agrees to accept service of a summons and complaint by mail or commercial courier service.

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

(Paragraphs deleted)

SANTA FE COUNTY


OWNER (Signature)

Katherine Miller
Santa Fe County Manager

(Printed name, title and address)


CONTRACTOR (Signature)

Manuel Ruiz
President of Sol Systems Construction, Inc.

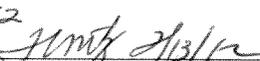
(Printed name, title and address)

LICENSE NO.: 61460

JURISDICTION: State of New Mexico

Approved as to Legal Form:



Date: 2/3/2012 

Stephen C. Ross
Santa Fe County Attorney

Department of Finance


Teresa Martinez, Director

Date: 7/13/12