

1. RESEARCH AND DEVELOPMENT - The Department of Defense has been authorized to conduct research and development in the field of defense technology, including the development of new weapons, equipment, and systems. This research and development is to be conducted in accordance with the provisions of the Department of Defense Authorization Act, 1980, and the Department of Defense Appropriation Act, 1981.

2. OPERATIONAL TESTS - The Department of Defense has been authorized to conduct operational tests of defense technology, including the testing of new weapons, equipment, and systems. This testing is to be conducted in accordance with the provisions of the Department of Defense Authorization Act, 1980, and the Department of Defense Appropriation Act, 1981.

3. DEVELOPMENT OF NEW WEAPONS, EQUIPMENT, AND SYSTEMS - The Department of Defense has been authorized to develop new weapons, equipment, and systems, including the development of new weapons, equipment, and systems for the Army, Navy, Air Force, and Marine Corps. This development is to be conducted in accordance with the provisions of the Department of Defense Authorization Act, 1980, and the Department of Defense Appropriation Act, 1981.

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LA CIBERICA FREE STATION

AIA[®] 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 11th day of June in the year 2013

BETWEEN the Owner:

Santa Fe County
102 Grant Avenue
Santa Fe, NM 87504-0276

and the Contractor:

(Name, legal status, address and other information)

Anissa Construction, Inc.
1232 Western Meadows Rd. NW
Albuquerque, NM 87114

for the following Project:

La Cienega Fire Station Renovation
14 Fire Place (off NM 14) Santa Fe, NM.
Renovation of the La Cienega Fire Station #1 in accordance with Specifications.

The Architect:

(Name, legal status, address and other information)

R2 Architectural Design & Consulting
730 San Mateo Blvd. SE, Ste -1
Albuquerque, NM 87108

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.

Init.

TABLE OF ARTICLES

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

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date indicated in the Notice to Proceed issued by 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.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than one hundred twenty (120) working days from the date of commencement, or as follows:

Portion of Work

Substantial Completion Date

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

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User Notes:

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Owner and Contractor agree that as liquidated damages for delay but not as penalty, Contractor shall pay Owner Five Hundred Dollars(\$500.00) for each working day that expires after the time specified above for Substantial Completion until the Work is substantially complete and a Certificate of Substantial Completion is issued by the Owner.

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 Four Hundred Seventy Thousand Five Hundred Dollars and No Cents (\$470,500.00) , exclusive of NM GRT, subject to additions and deductions as provided in the Contract Documents.

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

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Lump Sum BASE BID \$435,000.000

Lump Sum Additive Alternate #2 \$25,000.00

Lump Sum Additive Alternate #3 \$10,500.00

§ 4.3 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)
No unit pricing – lump sum only.		

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
No allowances.	

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

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

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

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

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

§ 5.1.9 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.

§ 5.2 FINAL PAYMENT

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

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

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

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect 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.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Init.

§ 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:

(Paragraph deleted)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2007

☒ Litigation in a court of competent jurisdiction

☐ Other (Specify)

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 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

☐ 1.5 % per month

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

Ron Sandoval, Project Manager
Santa Fe County Public Works
P.O. Box 276
Santa Fe, NM 87504-0276

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

Anissa Hogeland
Anissa Construction
1232 Western Meadows RD NW
Albuquerque, NM 87114

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

§ 8.6 Other provisions:

Init.

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
----------	-------	------	-------

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Project Manual dated January 17, 2013.

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum #1	April 15, 2013	9
Addendum #2	April 16, 2013	2
Addendum #3	April 16, 2013	2
Addendum #4	April 19, 2013	1

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

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

1. AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
2. Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Init.

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 Bond	100 % of contract sum.
Payment Bond	100% of contract sum.

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

SANTA FE COUNTY

Kathleen S. Holian
OWNER (Signature)

Kathleen S. Holian
(Printed name and title)

Anissa Hogeland
CONTRACTOR (Signature)

Anissa Hogeland, President
(Printed name and title)

ATTEST:

Geraldine Salazar Date 6-12/2013
Geraldine Salazar
Santa Fe County Clerk

Approved as to form:

Stephen C. Ross May 10, 2013
Stephen C. Ross
Santa Fe County Attorney

Finance Department

Teresa C. Martinez 5/28/13
Teresa C. Martinez
Finance Director



Init.

AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

La Cienega Fire Station Renovation Project location is 14 Fire Place (off NM 14), Santa Fe, NM

THE OWNER:

(Name, legal status and address)

Santa Fe County

102 Grant Avenue

Santa Fe, NM 87504-0276

THE ARCHITECT:

(Name, legal status and address)

R2 Architectural Design & Consulting

730 San Mateo Blvd. SE, Ste 1

Albuquerque, NM 87108

TABLE OF ARTICLES

- | | |
|----|--|
| 1 | GENERAL PROVISIONS |
| 2 | OWNER |
| 3 | CONTRACTOR |
| 4 | ARCHITECT |
| 5 | SUBCONTRACTORS |
| 6 | CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS |
| 7 | CHANGES IN THE WORK |
| 8 | TIME |
| 9 | PAYMENTS AND COMPLETION |
| 10 | PROTECTION OF PERSONS AND PROPERTY |
| 11 | INSURANCE AND BONDS |
| 12 | UNCOVERING AND CORRECTION OF WORK |
| 13 | MISCELLANEOUS PROVISIONS |
| 14 | TERMINATION OR SUSPENSION OF THE CONTRACT |
| 15 | CLAIMS AND DISPUTES |

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User Notes:

(1935763310)

INDEX

(Topics and numbers in bold are section headings.)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

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

Access to Work

3.16, 6.2.1, **12.1**

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,

10.2.8, 13.4.2, 13.7, 14.1, **15.2**

Addenda

1.1.1, 3.11.1

Additional Costs, Claims for

3.7.4, 3.7.5, 6.1.1, 7.3.7.5, 10.3, **15.1.4**

Additional Inspections and Testing

9.4.2, 9.8.3, **12.2.1**, **13.5**

Additional Insured

11.1.4

Additional Time, Claims for

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

Administration of the Contract

3.1.3, 4.2, 9.4, **9.5**

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8, 7.3.8

All-risk Insurance

11.3.1, 11.3.1.1

Applications for Payment

4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5.1, 9.6.3, 9.7, 9.10, 11.1.3

Approvals

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

4.2.7, 9.3.2, **13.5.1**

Arbitration

8.3.1, 11.3.10, 13.1.1, **15.3.2**, **15.4**

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

2.4.1, 3.12.7, 4.1, 4.2, 5.2, 6.3, 7.1.2, 7.3.7, 7.4, 9.2,

9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1,

13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, **15.2.1**

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3,

4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2,

9.5.3, 9.6.4, 15.1.3, **15.2**

Architect's Additional Services and Expenses

2.4.1, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 4.2, 3.7.4, **15.2**, 9.4.1, **9.5**

Architect's Approvals

2.4.1, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, **12.2.1**

Architect's Copyright

1.1.7, **1.5**

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3,

7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1,

13.5.2, **15.2**, **15.3**

Architect's Inspections

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

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, **13.5.2**

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5,

3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18,

4.1.2, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5,

9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.4.2, 13.5, **15.2**

Architect's Relationship with Subcontractors

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

Architect's Representations

9.4.2, 9.5.1, **9.10.1**

Architect's Site Visits

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

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.10.2, **10.3.3**

Award of Separate Contracts

6.1.1, **6.1.2**

Award of Subcontracts and Other Contracts for Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1, 5.2.1, **11.4.1**

Binding Dispute Resolution

9.7, 11.3.9, 11.3.10, 13.1.1, 15.2.5, 15.2.6.1, 15.3.1,

15.3.2, **15.4.1**

Boiler and Machinery Insurance

11.3.2

Bonds, Lien

7.3.7.4, 9.10.2, 9.10.3

Bonds, Performance, and Payment

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

Building Permit

3.7.1

Init.

Capitalization

1.3

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Certificates for Payment

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

Certificates of Inspection, Testing or Approval
13.5.4

Certificates of Insurance

9.10.2, 11.1.3

Change Orders

1.1.1, 2.4.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11.1, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, 7.2, 7.3.2, 7.3.6, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9, 12.1.2, 15.1.3

Change Orders, Definition of

7.2.1

CHANGES IN THE WORK

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

Claims, Definition of

15.1.1

CLAIMS AND DISPUTES

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15, 15.4

Claims and Timely Assertion of Claims

15.4.1

Claims for Additional Cost

3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, 15.1.4

Claims for Additional Time

3.2.4, 3.7.4.1.1, 8.3.2, 10.3.2, 15.1.5

Concealed or Unknown Conditions, Claims for
3.7.4

Claims for Damages

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

Claims Subject to Arbitration

15.3.1, 15.4.1

Cleaning Up

3.15, 6.3

Commencement of the Work, Conditions Relating to

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

Commencement of the Work, Definition of

8.1.2

Communications Facilitating Contract

Administration

3.9.1, 4.2.4

Completion, Conditions Relating to

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

COMPLETION, PAYMENTS AND

9

Completion, Substantial

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

Compliance with Laws

1.6.1, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 10.2.2, 11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

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

Consolidation or Joinder

15.4.4

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

1.1.4, 6

Construction Change Directive, Definition of

7.3.1

Construction Change Directives

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

Construction Schedules, Contractor's

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Contingent Assignment of Subcontracts

5.4, 14.2.2.2

Continuing Contract Performance

15.1.3

Contract, Definition of

1.1.2

CONTRACT, TERMINATION OR SUSPENSION OF THE

5.4.1.1, 11.3.9, 14

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to

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

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

Contract Documents, Definition of

1.1.1

Contract Sum

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

Contract Sum, Definition of

9.1

Contract Time

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

Contract Time, Definition of

8.1.1

CONTRACTOR

3

Contractor, Definition of

3.1, 6.1.2

Contractor's Construction Schedules

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Contractor's Employees

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

Contractor's Liability Insurance

11.1

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

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

Contractor's Relationship with Subcontractors

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

Contractor's Relationship with the Architect

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

Contractor's Representations

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

Contractor's Responsibility for Those Performing the Work

3.3.2, 3.18, 5.3.1, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor's Review of Contract Documents

3.2

Contractor's Right to Stop the Work

9.7

Contractor's Right to Terminate the Contract

14.1, 15.1.6

Contractor's Submittals

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

Contractor's Superintendent

3.9, 10.2.6

Contractor's Supervision and Construction

Procedures

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

Contractual Liability Insurance

11.1.1.8, 11.2

Coordination and Correlation

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

Copies Furnished of Drawings and Specifications

1.5, 2.2.5, 3.11

Copyrights

1.5, 3.17

Correction of Work

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

Correlation and Intent of the Contract Documents

1.2

Cost, Definition of

7.3.7

Costs

2.4.1, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.3, 12.1.2, 12.2.1, 12.2.4, 13.5, 14

Cutting and Patching

3.14, 6.2.5

Damage to Construction of Owner or Separate Contractors

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

Damage to the Work

3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4.1, 11.3.1, 12.2.4

Damages, Claims for

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

Damages for Delay

6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2

Date of Commencement of the Work, Definition of

8.1.2

Date of Substantial Completion, Definition of

8.1.3

Day, Definition of

8.1.4

Decisions of the Architect

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

Decisions to Withhold Certification

9.4.1, 9.5, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance, Rejection and Correction of

2.3.1, 2.4.1, 3.5, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1

Definitions

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

Delays and Extensions of Time

3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5

Disputes

6.3, 7.3.9, 15.1, 15.2

Documents and Samples at the Site

3.11

Drawings, Definition of

1.1.5

Drawings and Specifications, Use and Ownership of

3.11

Effective Date of Insurance

8.2.2, 11.1.2

Emergencies

10.4, 14.1.1.2, 15.1.4

Employees, Contractor's

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

Equipment, Labor, Materials or

1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13.1, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Execution and Progress of the Work
 1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5,
 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2,
 9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3
 Extensions of Time
 3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2,
 10.4.1, 14.3, 15.1.5, 15.2.5
 Failure of Payment
 9.5.1.3, 9.7, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
 Faulty Work
 (See Defective or Nonconforming Work)
 Final Completion and Final Payment
 4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.3.1, 11.3.5,
 12.3.1, 14.2.4, 14.4.3
 Financial Arrangements, Owner's
 2.2.1, 13.2.2, 14.1.1.4
 Fire and Extended Coverage Insurance
 11.3.1.1
GENERAL PROVISIONS
I
Governing Law
 13.1
 Guarantees (See Warranty)
Hazardous Materials
 10.2.4, 10.3
 Identification of Subcontractors and Suppliers
 5.2.1
Indemnification
 3.17, 3.18, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2,
 11.3.7
Information and Services Required of the Owner
 2.1.2, 2.2, 3.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5,
 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1,
 13.5.2, 14.1.1.4, 14.1.4, 15.1.3
Initial Decision
 15.2
Initial Decision Maker, Definition of
 1.1.8
Initial Decision Maker, Decisions
 14.2.2, 14.2.4, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
 14.2.2, 14.2.4, 15.1.3, 15.2.1, 15.2.2, 15.2.3, 15.2.4,
 15.2.5
Injury or Damage to Person or Property
 10.2.8, 10.4.1
Inspections
 3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,
 9.9.2, 9.10.1, 12.2.1, 13.5
Instructions to Bidders
 1.1.1
Instructions to the Contractor
 3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.5.2
Instruments of Service, Definition of
 1.1.7
Insurance
 3.18.1, 6.1.1, 7.3.7, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 11

Insurance, Boiler and Machinery
 11.3.2
Insurance, Contractor's Liability
 11.1
Insurance, Effective Date of
 8.2.2, 11.1.2
Insurance, Loss of Use
 11.3.3
Insurance, Owner's Liability
 11.2
Insurance, Property
 10.2.5, 11.3
Insurance, Stored Materials
 9.3.2
INSURANCE AND BONDS
 11
Insurance Companies, Consent to Partial Occupancy
 9.9.1
Intent of the Contract Documents
 1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4
Interest
 13.6
Interpretation
 1.2.3, 1.4, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
 4.2.11, 4.2.12, 15.1.4
Judgment on Final Award
 15.4.2
Labor and Materials, Equipment
 1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3,
 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
 8.3.1
Laws and Regulations
 1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13.1, 4.1.1, 9.6.4, 9.9.1,
 10.2.2, 11.1.1, 11.3, 13.1.1, 13.4, 13.5.1, 13.5.2,
 13.6.1, 14, 15.2.8, 15.4
Liens
 2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
 12.2.5, 13.7, 15.4.1.1
Limitations of Liability
 2.3.1, 3.2.2, 3.5, 3.12.10, 3.17, 3.18.1, 4.2.6, 4.2.7,
 4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3, 11.1.2,
 11.2, 11.3.7, 12.2.5, 13.4.2
Limitations of Time
 2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,
 5.2, 5.3.1, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,
 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.3.1.5,
 11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15
Loss of Use Insurance
 11.3.3
Material Suppliers
 1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5
Materials, Hazardous
 10.2.4, 10.3

Init.

Materials, Labor, Equipment and
1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13.1,
3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3,
9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and
Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 15.2.8
Mediation
8.3.1, 10.3.5, 10.3.6, 15.2.1, 15.2.5, 15.2.6, 15.3,
15.4.1
Minor Changes in the Work
1.1.1, 3.12.8, 4.2.8, 7.1, 7.4
MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7,
10.3.2, 11.3.1
Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.6.6, 9.9.3, 12.3
Nonconforming Work, Rejection and Correction of
2.3.1, 2.4.1, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4,
12.2.1
Notice
2.2.1, 2.3.1, 2.4.1, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1, 9.7,
9.10, 10.2.2, 11.1.3, 12.2.2.1, 13.3, 13.5.1, 13.5.2,
14.1, 14.2, 15.2.8, 15.4.1
Notice, Written
2.3.1, 2.4.1, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 9.7,
9.10, 10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, 13.3, 14,
15.2.8, 15.4.1
Notice of Claims
3.7.4, 10.2.8, 15.1.2, 15.4
Notice of Testing and Inspections
13.5.1, 13.5.2
Observations, Contractor's
3.2, 3.7.4
Occupancy
2.2.2, 9.6.6, 9.8, 11.3.1.5
Orders, Written
1.1.1, 2.3, 3.9.2, 7, 8.2.2, 11.3.9, 12.1, 12.2.2.1, 13.5.2,
14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Information and Services Required of the
2.1.2, 2.2, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2,
9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.3, 13.5.1,
13.5.2, 14.1.1.4, 14.1.4, 15.1.3

Owner's Authority
1.5, 2.1.1, 2.3.1, 2.4.1, 3.4.2, 3.8.1, 3.12.10, 3.14.2,
4.1.2, 4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3,
7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4,
9.9.1, 9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2,
12.3.1, 13.2.2, 14.3, 14.4, 15.2.7
Owner's Financial Capability
2.2.1, 13.2.2, 14.1.1.4
Owner's Liability Insurance
11.2
Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner's Right to Carry Out the Work
2.4, 14.2.2
Owner's Right to Clean Up
6.3
Owner's Right to Perform Construction and to
Award Separate Contracts
6.1
Owner's Right to Stop the Work
2.3
Owner's Right to Suspend the Work
14.3
Owner's Right to Terminate the Contract
14.2
Ownership and Use of Drawings, Specifications
and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, 1.5, 2.2.5, 3.2.2, 3.11.1, 3.17,
4.2.12, 5.3.1
Partial Occupancy or Use
9.6.6, 9.9, 11.3.1.5
Patching, Cutting and
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1,
14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1,
9.10.3, 13.7, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, 9.7, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 12.3.1,
13.7, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.7.4, 9.6.7, 9.10.3, 11.4
Payments, Progress
9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3
PAYMENTS AND COMPLETION
9
Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
PCB
10.3.1

Performance Bond and Payment Bond
 7.3.7.4, 9.6.7, 9.10.3, 11.4
Permits, Fees, Notices and Compliance with Laws
 2.2.2, 3.7, 3.13, 7.3.7.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
10
Polychlorinated Biphenyl
 10.3.1
Product Data, Definition of
 3.12.2
Product Data and Samples, Shop Drawings
 3.11, 3.12, 4.2.7
Progress and Completion
 4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.3
Progress Payments
 9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3
Project, Definition of
 1.1.4
Project Representatives
 4.2.10
Property Insurance
 10.2.5, 11.3
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
 1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1,
 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14,
 15.2.8, 15.4
Rejection of Work
 3.5, 4.2.6, 12.2.1
Releases and Waivers of Liens
 9.10.2
Representations
 3.2.1, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.8.2,
 9.10.1
Representatives
 2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1, 5.1.2,
 13.2.1
Responsibility for Those Performing the Work
 3.3.2, 3.18, 4.2.3, 5.3.1, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
 9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field
Conditions by Contractor
 3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and
Architect
 3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples
by Contractor
 3.12
Rights and Remedies
 1.1.2, 2.3, 2.4, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,
 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4,
 13.4, 14, 15.4
Royalties, Patents and Copyrights
 3.17

Rules and Notices for Arbitration
 15.4.1
Safety of Persons and Property
 10.2, 10.4
Safety Precautions and Programs
 3.3.1, 4.2.2, 4.2.7, 5.3.1, 10.1, 10.2, 10.4
Samples, Definition of
 3.12.3
Samples, Shop Drawings, Product Data and
 3.11, 3.12, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
 9.2, 9.3.1
Schedules, Construction
 3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Separate Contracts and Contractors
 1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Shop Drawings, Definition of
 3.12.1
Shop Drawings, Product Data and Samples
 3.11, 3.12, 4.2.7
Site, Use of
 3.13, 6.1.1, 6.2.1
Site Inspections
 3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.4.2, 9.10.1, 13.5
Site Visits, Architect's
 3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5
Special Inspections and Testing
 4.2.6, 12.2.1, 13.5
Specifications, Definition of
 1.1.6
Specifications
 1.1.1, 1.1.6, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14
Statute of Limitations
 13.7, 15.4.1.1
Stopping the Work
 2.3, 9.7, 10.3, 14.1
Stored Materials
 6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
 5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
 1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7
Subcontractual Relations
 5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
 3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3, 9.8,
 9.9.1, 9.10.2, 9.10.3, 11.1.3
Submittal Schedule
 3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
 6.1.1, 11.3.7

Substantial Completion
 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7
Substantial Completion, Definition of
 9.8.1
Substitution of Subcontractors
 5.2.3, 5.2.4
Substitution of Architect
 4.1.3
Substitutions of Materials
 3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
 5.1.2
Subsurface Conditions
 3.7.4
Successors and Assigns
 13.2
Superintendent
 3.9, 10.2.6
Supervision and Construction Procedures
 1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3
Surety
 5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7
Surety, Consent of
 9.10.2, 9.10.3
Surveys
 2.2.3
Suspension by the Owner for Convenience
 14.3
Suspension of the Work
 5.4.2, 14.3
Suspension or Termination of the Contract
 5.4.1.1, 14
Taxes
 3.6, 3.8.2.1, 7.3.7.4
Termination by the Contractor
 14.1, 15.1.6
Termination by the Owner for Cause
 5.4.1.1, 14.2, 15.1.6
Termination by the Owner for Convenience
 14.4
Termination of the Architect
 4.1.3
Termination of the Contractor
 14.2.2
TERMINATION OR SUSPENSION OF THE CONTRACT
 14
Tests and Inspections
 3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 11.4.1.1, 12.2.1, 13.5
TIME
 8
Time, Delays and Extensions of
 3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5

Time Limits
 2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 12.2, 13.5, 13.7, 14, 15.1.2, 15.4
Time Limits on Claims
 3.7.4, 10.2.8, 13.7, 15.1.2
Title to Work
 9.3.2, 9.3.3
Transmission of Data in Digital Form
 1.6
UNCOVERING AND CORRECTION OF WORK
 12
Uncovering of Work
 12.1
Unforeseen Conditions, Concealed or Unknown
 3.7.4, 8.3.1, 10.3
Unit Prices
 7.3.3.2, 7.3.4
Use of Documents
 1.1.1, 1.5, 2.2.5, 3.12.6, 5.3
Use of Site
 3.13, 6.1.1, 6.2.1
Values, Schedule of
 9.2, 9.3.1
Waiver of Claims by the Architect
 13.4.2
Waiver of Claims by the Contractor
 9.10.5, 13.4.2, 15.1.6
Waiver of Claims by the Owner
 9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6
Waiver of Consequential Damages
 14.2.4, 15.1.6
Waiver of Liens
 9.10.2, 9.10.4
Waivers of Subrogation
 6.1.1, 11.3.7
Warranty
 3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7
Weather Delays
 15.1.5.2
Work, Definition of
 1.1.3
Written Consent
 1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2, 15.4.4.2
Written Interpretations
 4.2.11, 4.2.12
Written Notice
 2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 12.2.2, 12.2.4, 13.3, 14, 15.4.1
Written Orders
 1.1.1, 2.3, 3.9, 7, 8.2.2, 12.1, 12.2, 13.5.2, 14.3.1, 15.1.2

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

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

§ 1.1.2 THE CONTRACT

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

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

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

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 INSTRUMENTS OF SERVICE

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

§ 1.1.8 INITIAL DECISION MAKER

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

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

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

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

§ 1.3 CAPITALIZATION

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

§ 1.4 INTERPRETATION

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

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

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

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

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

ARTICLE 2 OWNER

§ 2.1 GENERAL

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

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

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

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

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

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

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

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

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

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

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

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

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

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

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

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

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

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

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

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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

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

§ 3.5 WARRANTY

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

§ 3.6 TAXES

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

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

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

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

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

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

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§ 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 SUPERINTENDENT

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

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

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

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

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

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

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

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

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

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

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and

completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

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

§ 3.14 CUTTING AND PATCHING

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

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

§ 3.15 CLEANING UP

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

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

§ 3.16 ACCESS TO WORK

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

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

§ 3.18 INDEMNIFICATION

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

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

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

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

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

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

§ 4.2 ADMINISTRATION OF THE CONTRACT

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

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

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

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

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

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

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

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

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

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

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

§ 5.3 SUBCONTRACTUAL RELATIONS

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

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

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

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

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the

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Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 MUTUAL RESPONSIBILITY

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

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

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

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.1.4.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

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

§ 7.2 CHANGE ORDERS

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

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

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, 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.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

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

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount

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for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

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

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

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

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

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

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

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

§ 8.2 PROGRESS AND COMPLETION

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

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

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

§ 8.3 DELAYS AND EXTENSIONS OF TIME

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

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

§ 9.3 APPLICATIONS FOR PAYMENT

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

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

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

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

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or

encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

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

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

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

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

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

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

§ 9.6 PROGRESS PAYMENTS

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

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

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

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

§ 9.6.6 A 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 Contract Documents.

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

§ 9.7 FAILURE OF PAYMENT

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

§ 9.8 SUBSTANTIAL COMPLETION

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

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

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

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

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

§ 9.9 PARTIAL OCCUPANCY OR USE

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

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

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

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

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

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

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

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

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

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

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

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

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

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

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

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

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§ 10.4 EMERGENCIES

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

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

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

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

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

§ 11.2 OWNER'S LIABILITY INSURANCE

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

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment

property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

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

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

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

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

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

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

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

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

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

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

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

§ 13.2 SUCCESSORS AND ASSIGNS

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

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

§ 13.3 WRITTEN NOTICE

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

§ 13.4 RIGHTS AND REMEDIES

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

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

§ 13.5 TESTS AND INSPECTIONS

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

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

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by

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such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

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

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

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

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

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

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

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

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

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

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

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

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

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

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

§ 15.1.2 NOTICE OF CLAIMS

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

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

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

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

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

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

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

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

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

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

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

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

§ 15.2 INITIAL DECISION

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

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

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

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

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

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

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

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

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

§ 15.3 MEDIATION

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

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

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

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

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

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

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

§ 15.4.4 CONSOLIDATION OR JOINDER

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

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

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

SANTA FE COUNTY'S SUPPLEMENTARY CONDITIONS
TO GENERAL TERMS AND CONDITIONS OF
CONSTRUCTION CONTRACT

These Supplementary Conditions supplement and amend or modify the Standard General Conditions of the Construction Contract (AIA201-2007) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

A. Order of Preference of Documents, Resolving Discrepancies and Conflicts.

- (1) With respect to matters pertaining to contract management and administration procedures including pay applications and change orders, the provisions of Contract 2013-0257-FD/PL (A101-2007), the General Conditions of the Contract for Construction (A201-2007) and these Supplementary Conditions of Construction Contract shall govern. The General Requirements stated in the Project Manual shall govern to the extent they do not conflict with the A101-2007, the A201-2007, and these Supplementary Conditions. In conflicts or discrepancies between these documents, the most restrictive, specific and otherwise most beneficial to the County shall take precedence.
- (2) With respect to matters pertaining to specifications for construction of the Work, including technical requirements and specifications of construction, quality of materials, construction standards and testing the Architect's Specifications (the Project Manual) and Drawings shall govern.

Section 5.4.3 is supplemented by inserting "unless otherwise stated in the assignment" between the words "entity," and "the" in the second sentence.

Section 7.2 is supplemented by inserting the following as 7.2.2:

- § 7.2.2 No Change Order or Construction Change Directive that changes the Contract Sum or the Contract Time is valid and binding unless approved by the Santa Fe County Manager or the Santa Fe Board of County Commissioners.

Section 7.3.7 is supplemented by inserting the following as 7.3.7.6:

- .6 The allowance for the combined overhead (general administration overhead, supervision, project insurance, submittal preparation and processing) and profit included in the total cost of Change Orders and Construction Change Directives to the Owner shall be based on and limited to the percentages on the following schedule:

<u>Entity Performing Work</u>	<u>Value of Work to be performed</u>	
	<u>\$0- \$5,000.00</u>	<u>\$5,000.00 or more</u>
Contractor for work performed by own forces	15%	12%
Contractor for work performed by subcontractor	5%	3%
Subcontractor for work performed by own forces	10%	7%
Subcontractor for work performed by sub-subcontractor	5%	3%

Section 8.1.4 is deleted in its entirety and replaced with:

§ 8.1.4 The term "day" means a calendar day of 24 hours measured from midnight to the next midnight. "Working day" means every day except Saturday, Sunday and holidays recognized by Santa Fe County. Based on a review of weather or other forces that may adversely affect the Contractor's ability to effectively prosecute the Work and the actual Work performed by the Contractor, the Architect will determine (between the end of the day and noon of the next day) if the Owner will charge a "working day." If the Contractor was able to effectively prosecute Work on a critical path item for six (6) or more hours on a Saturday, Sunday or County-recognized Holiday, the Architect may charge a working day.

Section 8.3.1 the words "and arbitration" are deleted.

Section 9.3 is supplemented by inserting the following provision as § 9.3.3.1:

§ 9.3.3.1 Contractor shall require all tiers of subcontractors to submit certified weekly payroll records to the Contractor and the Owner (Santa Fe County) biweekly. All tiers of subcontractors shall submit certified weekly payroll records to the Contractor and the County's Project Manager for this project. The certified weekly payroll records shall be submitted to the Contractor and Ron Sandoval, Project Manager, Santa Fe County Projects and Facilities Management Department, P.O. Box 276, Santa Fe, NM 87504-0276.

Section 9.7 is supplemented by deleting 9.7 in its entirety and replace with:

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within ten (10) days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within twenty-one (21) days after the Owner receives the amount certified by the Architect, the Contractor may upon fourteen (14) additional days' written notice to the Owner and the Architect stop the Work until payment of the amount owing has been received. The Contract Time may be extended appropriately and the Contract Sum may be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up.

Section § 9.10 is supplemented by inserting the following as § 9.10.4.4:

§ 9.10.4.4 Ten days after the Owner's certification of completion, any amounts remaining due the contractor or subcontractor under the terms this Contract shall be paid upon the presentation of the following:

- A. a properly executed release and duly certified voucher for payment;
- B. a release, if required, of all claims and claims of lien against the Owner arising under and by virtue of this Contract other than such claims of the Contractor, if any, as may be specifically excepted by the Contractor or subcontractor from the operation of the release in stated amounts to be set forth in the release; and
- C. proof of completion.

Section § 10.3.3 is deleted in its entirety and replace with:

§ 10.3.3 Pursuant to § 56-7-1(B) NMSA 1978, as amended, Owner shall indemnify and hold harmless the Contractor and Architect, and their agents and employees, against liability, claims, damages, losses or expenses including attorneys fees, arising out of claims under Section 10.3.1 only to the extent that the liability, damages, losses or costs are caused by, or arise out of, the acts or omissions of the Owner or its officers employees or agents.

§ 10.3.6 is supplemented by inserting "As permitted by § 56-7-1(B) NMSA 1978, as amended," at the beginning of this sentence.

Section 11.1.1 is supplemented by inserting the following as § 11.1.1.9 and .10 and .11:

.9 The limits for Workers' Compensation and Employer's Liability insurance shall be as follows:

- 1. Workers' Compensation:
 - a. State: Statutory
 - b. Applicable Federal (e.g. Longshoremen's): Statutory
- 2. Employer's Liability:
 - \$500,000 per Accident
 - \$500,000 Disease, Policy Limit
 - \$500,000 Disease, Each Employee

.10 The limits for Commercial General Liability Policy, including coverage for Premises-Operations, Independent Contractors' Protective, Products-Completed Operations, Contractual Liability, Personal Injury and Broad Form Property Damage (including coverage for Explosion, Collapse and Underground hazards) shall be as follows:

- i. \$1,050,000 Each Occurrence
- ii. \$2,100,000 General Aggregate
- iii. \$2,100,000 Personal and Advertising Injury

- iv. \$2,100,000 Products-Completed Operations Aggregate. Products Completed Operations insurance shall be maintained for a minimum period of at least one year after final payment.

The policy shall be endorsed to have the General Aggregate apply to this Project only.

- .11 Automobile Liability insurance (owned, non-owned and hired vehicles) for bodily injury and property damage shall be \$2,000,000, Each Accident

§ 11.1.4 is supplemented by deleting it in its entirety and replace it with:

§ 11.1.4 Contractor shall cause the commercial liability coverage required by the Contract document to include the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligence act or omission during the Contractor's operations and the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 is supplemented by deleting it in its entirety and replace it with:

§ 11.2 OWNER'S LIABILITY AND PROPERTY INSURANCE

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

§ 11.3 through § 11.3.1.4 are deleted in their entirety.

§ 11.3.2 is deleted in its entirety.

§ 11.3.7 is deleted in its entirety and replaced with:

§ 11.3.7 WAIVER OF SUBROGATION

Contractor waives all rights against Owner, Owner's officers, employees, agents and consultants for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by Contractor's insurance policies required in Section 11.1, except such rights as Contractor may have to proceeds of such insurance held by the Owner as fiduciary.

Section 11.3.10, the second sentence is deleted in its entirety.

Section 13.1 is deleted in its entirety and replaced with:

§ 13.1 GOVERNING LAW

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

Section § 14.1.3 is supplemented by inserting "consistent with Section 7.3.7.6" between the words "profit" and "costs."

Section § 14.3.2 is supplemented by inserting "consistent with Section 7.3.7.6." after the word "profit."

Section § 14.4.3 is supplemented by inserting "consistent with Section 7.3.7.6" after the word "profit."

Section § 15.1.6 is deleted in its entirety and replaced it with:

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor waives Claims against the Owner for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by the Contractor for principle office expenses including compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

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

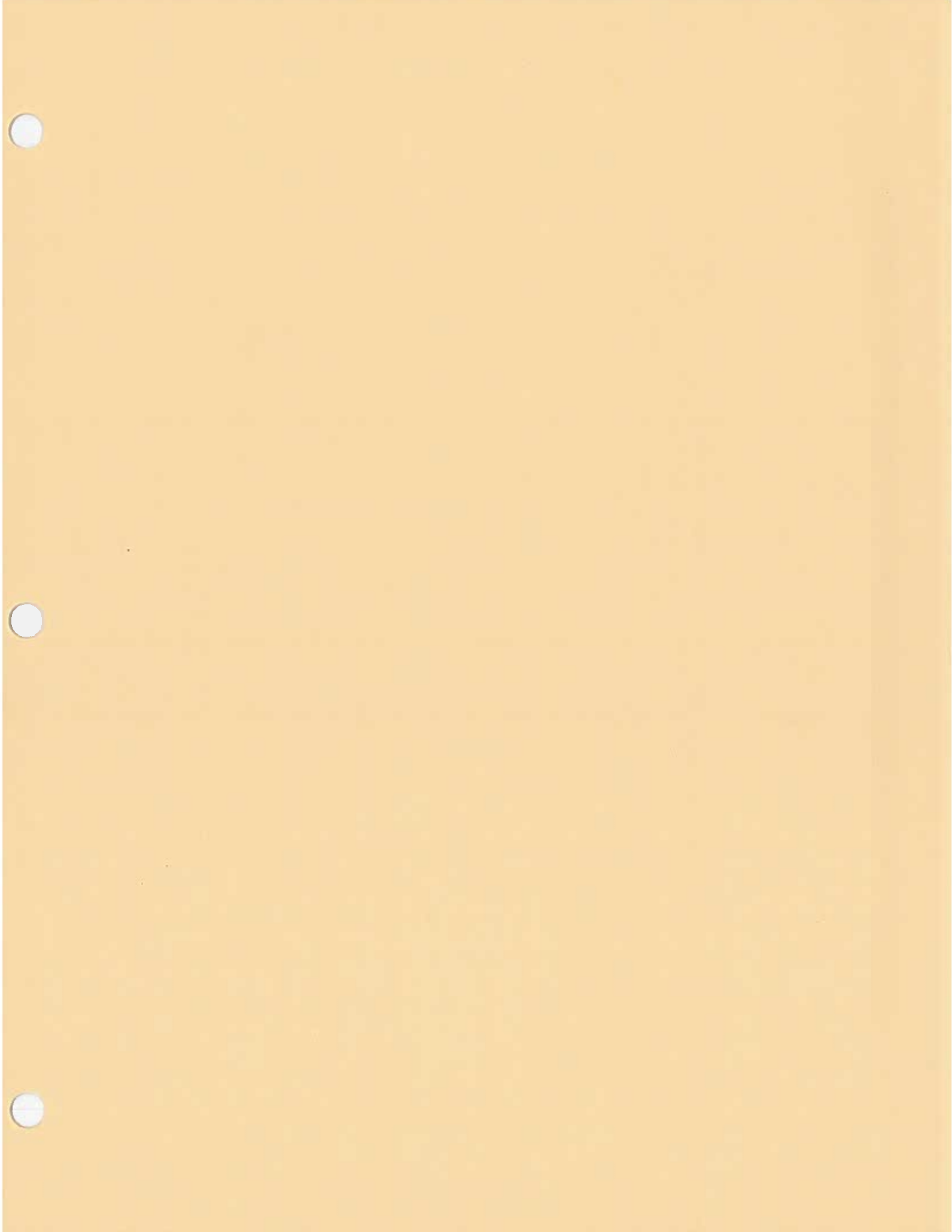
Section 15.3 through 15.4.4.3 are deleted in their entirety and replaced with:

§ 15.3 DISPUTE RESOLUTION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived shall be subject to mediation in conformity with the New Mexico Public Works Mediation Act, 13-4C-1 NMSA 1978, as a condition precedent to binding dispute resolution and before any Claim submitted to the Initial Decision Maker under Section 15.2.5 becomes final and binding. Either party may request mediation and the request shall be submitted in writing to the other party.

§ 15.3.2 Owner and Contractor shall participate in the mediation process in good faith. The process shall be completed within 60 days of filing of the request. The mediation shall be governed by the rules for mediation pursuant to the Public Works Mediation Act.

§ 15.3.3 If the dispute is not resolved by mediation, the dispute shall be resolved through litigation in the district court. The parties agree that the exclusive forum for such litigation shall be the State of New Mexico District Court for the First Judicial District at Santa Fe, New Mexico. Contractor irrevocably consents to the jurisdiction of said Court and agrees to accept service of a summons and complaint by mail or commercial courier service in accordance with Rule 1-004(E)(3) NMRA.



NO PACKET MATERIAL FOR THIS ITEM



NO PACKET MATERIAL FOR THIS ITEM



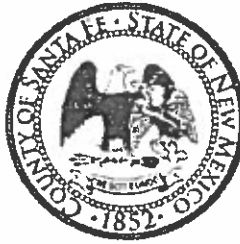
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Daniel "Danny" Mayfield
Commissioner, District 1

Miguel Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5


Katherine Miller
County Manager

MEMORANDUM

DATE: 11 March 2014

TO: Board of County Commissioners

FROM: Adam Leigland, Public Works Department Director

VIA: Katherine Miller, County Manager 

ITEM AND ISSUE: BCC Meeting: 25 March 2014

PRESENTATION: RECOGNITION AND EXPRESSION OF APPRECIATION TO THE CITIZEN MEMBERS OF THE SOLID WASTE TASK FORCE

BACKGROUND AND SUMMARY:

On April 10, 2012, the Board of County Commissioners adopted Resolution 2012-52 establishing the Solid Waste Task Force to evaluate and make recommendations to improve solid waste management in the County. Those recommendations are being presented at this meeting under a separate agenda item.

The Task Force consisted of citizen members, Commissioners Mayfield and Holian, representatives from the County Treasurer's Office, and County staff from the Finance Division and the Public Works Department. During 2012, 2013 and into this year, the Solid Waste Task Force worked tirelessly to implement the charge given it by Resolution 2012-52. The Task Force held its final meeting on February 19, 2014. On behalf of Santa Fe County, the Public Works Department would like to take this opportunity to particularly express its appreciation to the citizen members of the Task Force for their many volunteer hours of hard work and engaged discussion that led to the development of the recommendations to the governing body. The citizen members included:

- Task Force Chair Walter Wait, representing District 3
- Vice Chair Jay Gould, District 5
- Pedro Romero, District 1
- John Lopez, District 2
- Terry Smith, District 4

ACTION REQUESTED: None; information only



NO PACKET MATERIAL FOR THIS ITEM





Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: March 25, 2014
TO: Board of County Commissioners
VIA: Katherine Miller, County Manager
FROM: Melissa S. Holmes, Santa Fe County Commission District 2 Liaison
on behalf of Commissioner Miguel Chavez
RE: Request for approval of Resolution No. 2014 - ____, A Resolution In
Support of Allowing Tribal Governments to Allocate a Portion of Revenue
Sharing Contributions to Local Government Within State of New Mexico
Gaming Compacts for the Purpose of Assisting Local Governments to
Provide Services to Tribal Governments and Communities Within Which
an Indian Casino is Located.

ISSUE:

On the agenda for your consideration is a resolution that supports tribal governments the authority to negotiate the dedication of a portion of the revenue sharing contribution to local governments within the vicinity of a casino, for the purpose of assisting local governments to provide services to tribal governments and communities.

BACKGROUND:

It has come to my knowledge that some Tribal Governments have in the past, and during current gaming compact negotiations, with the state of New Mexico, have asked to include an allowance of the revenue sharing proceeds go to local governments to support the specific needs of the communities that Tribal Gaming Establishments are a part of.

Currently established gaming compacts between Tribal Governments and the State of New Mexico do not have any revenue sharing funds received from tribal gaming operations provided directly to local governments. Revenue sharing proceeds currently received become part of the state general fund and are not specifically known to be utilized in tribal communities or adjacent communities.

With this resolution I would like to offer the support of the local government of Santa Fe County to Tribal Governments that wish to include a provision of local government revenue sharing within their gaming compacts.

**THE BOARD OF COUNTY COMMISSIONERS OF
SANTA FE COUNTY**

RESOLUTION NO.

**A RESOLUTION IN SUPPORT OF ALLOWING TRIBAL GOVERNMENTS TO
ALLOCATE A PORTION OF REVENUE SHARING CONTRIBUTIONS TO
LOCAL GOVERNMENT WITHIN STATE OF NEW MEXICO GAMING
COMPACTS FOR THE PURPOSE OF ASSISTING LOCAL GOVERNMENTS
TO PROVIDE SERVICES TO TRIBAL GOVERNMENTS AND COMMUNITIES
WITHIN WHICH AN INDIAN CASINO IS LOCATED**

~~WHEREAS, current negotiations between tribal governments and the State of~~
New Mexico (the State) are underway for the purpose of formulating gaming compacts
related to the operation of casinos in the State;

~~WHEREAS, individual tribal governments negotiate individual gaming compacts~~
with the State in order to provide for the distinct needs of the tribal government under
whose authority a casino is allowed to exist;

~~WHEREAS, a tribal government may desire to include within the Revenue~~
Sharing Agreement associated with a specific gaming compact a provision committing a
portion of the revenue sharing contribution which is normally provided to the State in its
entirety, to a local government within whose jurisdiction the Indian casino is located;

~~WHEREAS, as a result of building and operating a casino a population center is~~
created and therefore the need for local government services is intensified;

~~WHEREAS, the local government services which must be increased in response~~
to the creation of a casino include emergency response services, utility services,
installation and maintenance of transportation infrastructure, and administrative support
associated with the previously mentioned services;

WHEREAS, when a casino is created a tribal government may, by cooperating with a local government, provide necessary public services in a manner that does not cause a duplication of services and follows responsible spending practices;

WHEREAS, committing a portion of revenue sharing funds to a local government would allow for a direct benefit to the residents of the community of which the gaming establishment, the gaming establishment employees, the gaming establishment patrons, and tribal citizens are a part;

WHEREAS, one of the reasons that Indian gaming is allowed is to provide a means for tribal self-determination and revenue generated by the operation of a gaming establishment enables tribal self-determination;

WHEREAS, Santa Fe County has partnered with tribal governments to coordinate a variety of public services including law enforcement, fire and emergency response services, solid waste and animal control services;

WHEREAS, Santa Fe County supports the self-governing authority provided to tribal governments by the United States Congress and supports recognition of tribal governments' authority to negotiate state gaming compacts which dedicate a portion of the revenue sharing contribution to local governments;

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Santa Fe County hereby supports granting tribal governments the authority to negotiate the dedication of a portion of the revenue sharing contribution to local governments within the vicinity of a casino, for the purpose of assisting local governments to provide services to tribal governments and communities.

PASSED, APPROVED and ADOPTED this th day of 2014

SANTA FE COUNTY BOARD OF COUNTY COMMISSIONERS

Daniel W. Mayfield, Chair

ATTEST:

Geraldine Salazar, Santa Fe County Clerk

Approved As To Form:



Stephen C. Ross, Santa Fe County Attorney



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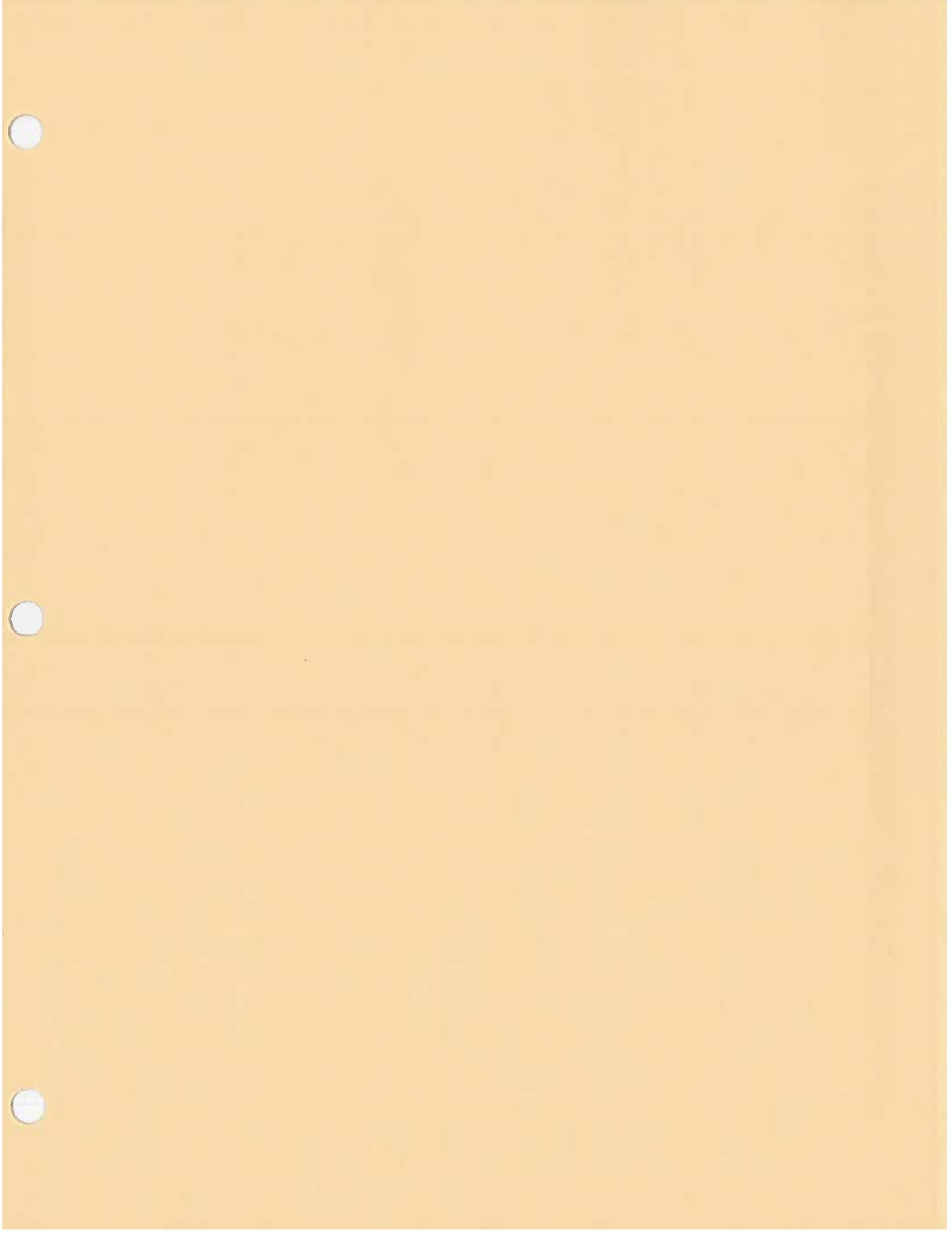
V. C. Matters From the County Manager

- 1. Legislative Update**
- 2. Annual Report**
- 3. Miscellaneous Updates**



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EXECUTIVE SESSION



Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

Date: March 12, 2014

To: Board of County Commissioners

From: Penny Ellis-Green, Growth Management Director *PEG*

Via: Katherine Miller, County Manager *KM*

Re: Growth Management Monthly Report – February 2014

This report is a summary of projects for Growth Management with statistics February 2014. Growth Management consists of 3 divisions; planning, GIS and Building and Development service.

Planning Division

Affordable Housing

The Galisteo Road Redevelopment RFP was released to the public on February 16, 2014. A pre-proposal meeting with interested developers was held on February 28. There is significant interest from the development community as both the pre-proposal meeting on 2/28 and the site visit on 3/5 were well attended. Staff will meet with the Candlelight Neighborhood Association on March 15 at the Genoveva Chavez Community Center at 1:00pm to review the intent, components and timeline of the RFP. Staff attended an ENN (Early Neighborhood Notification) meeting on March 11 which presented a City proposal to install medians on Zia Road which would block left turns into and out of Galisteo Road. This meeting was attended by approximately 80 enthusiastic people, many of whom can be expected to attend the March 15 meeting.

Open Space

Staff coordinated with the Santa Fe River Traditional Communities Collaborative and the La Cienega / La Cieneguilla Valley Association regarding County maintenance plans for the county-owned open space property along the Santa Fe River in La Cieneguilla. In March, County Public Works staff will be thinning brush, removing debris and wrapping large trees for beaver protection in the riparian area. Community groups were in favor of these activities, particularly in the context of a larger conversation they are having about the immediate need for a collaborative approach to managing the Santa Fe River corridor from the City's waste water treatment plant down to La Bajada Village.

Staff attended the first of a series of planning sessions led by the US Forest Service, to create a new Forest Plan for the Santa Fe National Forest, to replace the Forest Plan created in 1987. This is a unique

opportunity for Santa Fe County to participate in and contribute to a plan guiding management of Santa Fe County's vast Forest Service lands.

Staff has set a schedule for tours of Petroglyph Hill on the county-owned Thornton Ranch Open Space. A waiting list has been started and staff is working with volunteer docents to determine a schedule for tours in the coming months.

Community Planning

The planning effort is in its final phase. The County hosted two community open houses in February and met with seniors at the Bennie J. Chavez Community Center in early March. Staff continues with community outreach tasks, field work and is near completing a plan document for committee review.

Transportation

The NCRTD Board approved a new service plan and will be presenting this to the BCC in March. Staff are currently interviewing applicants for the transportation planner position.

Economic Development

Santa Fe County, City, and local mountain bike club received permission from International Mountain Biking Association to submit a proposal requesting a Ride Center designation of Bronze, Silver, Gold, which would designate Santa Fe as one of the top mountain biking destinations.

Staff organized a tour of western sets in the County for a Western production based out of Chicago and LA. The production is low budget, but it appears that they are satisfied with the film infrastructure throughout Santa Fe County, and hope to begin filming in the Fall.

SLDC

Staff has been coordinating with the Assessor's Office, Treasurer's Office, IT and GIS to ensure a comprehensive mailing list of property owners can be achieved.

At this time the implementation schedule is as follows:

March 1-28, 2014	Prepare Public Notice Letters
March 21, 2014	Zoning Map Adoption Draft Released
March 31- April 4, 2014	Public Notice Letters Mailed
April 7 – May 2, 2014	Public Review Period
April 29, 2014	BCC Regular Meeting, Request to Publish Title and General Summary of Technical Changes to the SLDC and release Technical Changes to the SLDC
May 20, 2014	Special Board of County Commission Meeting: 1st Public Hearing for Zoning Map 1st Public Hearing on Technical Changes to the SLDC
May 7-June 6, 2014	Draft Changes to Zoning Map and release Final Draft of Zoning Map
June 17, 2014	Special Board of County Commission Meeting: 2nd Public Hearing for Adoption of the Zoning Map 2nd Public Hearing for Adoption of Technical Changes to the SLDC
December, 2014	Board of County Commission 6 month Review

Building and Development Services Division

Permits and Development Review

The following statistics are provided for permits and approvals issued in February 2014:

	February 2014
New Residential Permits - Stick Built Homes	16
New Residential Permits - Mobile Homes	1
Commercial Building Permits	2
Number of Lots Created – Subdivision Exemptions	4 lots
Summary Review Subdivisions	2 lots
Subdivisions	0 lots
Commercial Business Licenses	4
Home Occupations Business licenses	2
Film Permits	1

Code Enforcement

The following statistics are provided for code enforcement actions in February 2014:

	February 2014
Number of Initial Notices of Violation Issued	28
Number of Final Notices of Violation Issued	9
Number of Notices of Violation resolved without court action	18

Per direction at the March 11, 2014 BCC meeting, attached is a report that covers 2013 and 2014 of projects that were given a timeframe for complying with a condition or approval.

GIS Division

GIS is moving forward with the orthophotography and LiDAR (terrain) data contract on a State Price Agreement which was approved by the BCC in February.

GIS analyzed trails data with 3D models to determine actual trail distance vs. map distance for use by economic development to promote Santa Fe County for mountain biking in Outside Magazine.

GIS has been assisting RECC troubleshoot their GeoBlade server which is the GPS map which tracks emergency services vehicles.

In February the E911 Addressing staff replaced 176 addresses.

BCC Approved Cases With Time Sensitive Conditions of Approval (Jan 2013 - March 2014)

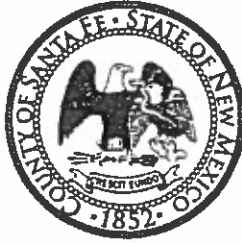
CASE #	Project Name	Approval Date	Condition and Time Frame	Comment
V 13-5340	Vincent Salazar Variance	3/11/2014	Must comply with all conditions within 90 days	Still within 90 day timeline
V 13-5190	Minnie Walsh Variance	10/8/2013	Must comply with all conditions within 90 days	Appeal Pending in District Court
V/Z/DP 13-5080	Windmill Water	9/10/2013	Submit Final Development in a timely manner	Has not submitted Final Development Plan-Pending Annexation in Town of Edgewood
Z 12-5060	Robert and Bernadette Anaya	6/11/2013	Submit Prelim & Final Dev. Plan with in 90 days of final order	Non-compliance Pending request for Time Extension before the BCC
V 13- 5350	Joseph Lujan Variance	3/11/2014	Must Comply with all conditions within 90 days	Still within 90 day timeline



Daniel W. Mayfield
Commissioner, District 1

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Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

Pablo Sedillo, III
Public Safety Director

To: Santa Fe County Board of County Commissioners
From: Pablo Sedillo, III
Public Safety Department Director
Via: Katherine Miller
County Manager
Date: 3/12/14
Re: SFC Public Safety Department Monthly Report for February 2014

The purpose of this memo is to provide you information relative to the SFC Public Safety Department for the months of February 2014.

CORRECTIONS DEPARTMENT

Adult Detention Facility (ADF)

- Established the Morale Employee Committee which is tasked to select Employees of the Month and the Quarter which will compete with the entire county through the Human Resource Department.
- Hired a new Behavior Health Therapist, and three Detention Officers.
- Provided a detailed informational debriefing with the District Court Judge Marlowe-Sommers. She was impressed and showed interest in court ordering inmates to programs that are offered in the jail.
- All Case Managers completed a Medicaid educational class, which consisted of dealing with the upcoming new changes and the processes of enrolling inmates in Medicaid.
- Adult Detention Facility and St. Vincent Hospital team leaders worked on the process and protocol for psychiatric and medical referrals to St. Vincent Hospital's prospective programs.
- The psychiatrist and medical doctor attended a meeting with the State Psychiatric Hospital to address psychiatric referral protocols.

Programs:

- Educator Dora Spivey has aggressively worked to initiate new correspondence programming which includes; substance abuse, anger management, and life skills. This programming includes workbooks that the educator and inmates work on together which include a ten week assignment. At the end of the program the inmate will receive a certificate of completion.
- Adult Detention Facility completed the phases for the recycling program, which consists of all areas of the facility collecting recyclable items on a daily basis which will be placed in the recycle bins that will be picked up twice a week from the facility.

Medical:

- New RN started this month.

- Nurse Supervisor, Lisa Leiding, coordinated a meeting with the Department of Health to address a Naloxone Pilot Program, which consists of reducing opiate overdose incidents within Santa Fe County.

Electronic Monitoring Program

- There were 37 successful releases for February.
- Population has increased by 19 (from 250 to 269).
- Bill for equipment decreased by \$1,216.59.

Youth Development Program (YDP)

- Renee Fernandez and Deputy Warden Caldwell attended the Juvenile Detention Alternatives Initiative (JDAI) hosted by Supreme Court Chief Justice, Petra Jimenez Maes.
- Renee Fernandez and Deputy Warden Caldwell met with Children's Court District Judge, Mary Marlowe-Summer.
- Two employee's hired; Shift Supervisor and Life Skill Worker II.
- Held YDP Employee Appreciation Luncheon.
- MOU draft prepared by Santa Fe Public Schools and YDP for Education Services.
- Training for Volunteers held at YDP.
- Met with Solace Crisis Treatment Center and attended training at their location.
- Therapist began at YDP.

FIRE DEPARTMENT

Total Emergency Responses – 860

Fire – 67

EMS – 793

Operations and Administration

- Battalion trainings completed in preparation for Wildland fire season. 6 hours of training to each member of career staff.
- 3 paramedic students completed their classroom didactics and are currently participating in clinicals (hospital based) throughout Albuquerque and Santa Fe.
- 6 additional students taking the Advanced EMT class through SFCC.
- An EMT Basic class started in the southern region, Edgewood District hosting.
- Coaching the Emergency Vehicle Operator (CEVO) program being delivered to all staff.
- Live burn training conducted for eastern and southern regions.
- Design work initiated on Hondo Station 1 apparatus bay addition and roof.
- YCC wildland positions posted. Hiring 10 candidates.
- Improvements underway at Agua Fria Main Station to include new interior lighting, interior painting, carpeting, paving.
- Prevention and Wildland Divisions completed their move to new office space.
- Lieutenant Trainings to review our administrative and supervisory processes and procedures, and leadership.
- Completed delivery of a class on Cancer in the Fire Service to all career crews and several Districts.

Fire Prevention and Wildland

- Business registrations – 3
- Development Reviews – 23
- Lot line Adjustments/Land Division/Family Transfers – 4
- School Presentations – 3

- 5 wildland trainings conducted reaching 69 personnel
- 12 property assessments
- NMAC grant application completed and submitted
- 3 community outreach meetings

Volunteer Recruitment and Retention

- New member applications received and approved – 13 (YTD 16)
- Developed new member handbooks for 24 VFA cadets. Class scheduled to begin 3/17.
- Marketing campaign with TV stations NMCW and MY50.

Emergency Management

- Attended National Fire Academy Command and Control of Fire Department Operations during Natural and Man-made Disasters.
- Whole community engagement meeting with Public Service Company.
- Participated in NM Steering Committee for Preventative Radiological Nuclear Detection Program.
- Provided tech assistance to NM PERA preparing their emergency plan.
- Trainings on Technical Rescue, Swift Water Rescue and other modules to 14 volunteer members of the Technical Rescue Team.
- Provided brief/training on Multiple Casualty Response in Hostile Environments.
- Presented at the NM statewide DOH Strategic National Stockpile workgroup.
- Provided 8 hour fire and emergency management in-service for RECC dispatchers.

RECC

Operations

- Total Calls Handled
 - February – 34,405
- 911 calls
 - February – 5,335
- County calls for service
 - February – 7,490
- City calls for service
 - February – 11,977
- Town of Edgewood calls for service
 - February – 585

Staffing

- Current vacancies
 - 3 Call Taker Positions
 - 4 Trainee Positions
 - 1 Team Leader
- New hires and candidates
 - 2 Candidates for hire - 1 Call Taker and 1 Trainee

If you have any questions, I can be contacted at 992-3092. Thank you.



Daniel "Danny" Mayfield
Commissioner, District 1

Miguel Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: *March 5, 2014*

TO: *Board of County Commissioners*

VIA: *Katherine Miller, County Manager*

FROM: *Adam Leigland, Public Works Director*

ITEM AND ISSUE: PUBLIC WORKS MONTHLY REPORT FOR MARCH 2014

DISCUSSION

Capital Project Delivery

We are currently managing 71 procurements. Details on 38 of them follow below.

0. **Greater Glorieta Waterline (CDBG):** Staff met with DFA Local Government Division on 2-27-14 to discuss project – received OK to conduct pre-construction conference during week of 3-3-14. Construction likely to start on 3-10-14. 90-day schedule for project, but contractor may be able to finish earlier, weather permitting.
1. **La Cienega Water Trust Board Pipeline Project:** Design in progress. Public meeting tentatively scheduled for 3-17-14 in La Cienega.
2. **TL6S Waterline Design:** With exception of booster pump stations, design is at 90% level; booster pump station design to be at 90% level by 3-17-14. Negotiations for Rancho Viejo Easement are ongoing – involving Growth Management, County Attorney's Office, Public Works/Utilities – development agreement is involved, which is projected to take up to three months. Accordingly easements should be secure by mid- to late April. Have draft access agreement in process to allow for geotechnical testing on Ranch Viejo property – draft agreement is currently undergoing Legal Review.
3. **Lamy Jct Waterline Design:** Cañoncito/Apache Canyon Waterline Relocation Project bid was awarded to CJ Meade Construction for \$80,520.42. Project began on 3-3-14; anticipate construction to be completed by 3-31-14. Presentation given to Ellis family on 2-25-14; easement negotiations ongoing. Design for Lamy Jct at 90% level, with exception of booster

pump design – 90% design scheduled to be issued for review by 3-17-14. Cañoncito MDWCA is expecting analytical results for two wells this week; may be option as an emergency water source if analyses are within Safe Drinking Water Act requirements.

4. **Old Santa Fe Trail Bike Lanes/Water line:** Addressing fire department comments water line. Design to be finalized by 3-21-14. A meeting held on 3-5-14 with NMDOT to discuss further clarifications on information requested for the Cultural Exclusion Report for bike lanes.
5. **Las Lagunitas Wastewater Collection System:** Kickoff meeting for design portion of project held with designer on 3-4-14.
6. **Quill Plant Upgrades:** Contractor proposal was received and reviewed. Of the five tasks, two (irrigation pumps/piping and controls design) will be awarded. Remaining tasks to be removed from scope with request that contractor re-examine proposal and pricing, as they seemed excessive. Design work on awarded tasks began 3-3-14.
7. **CR 62 - Caja del Oro Waterline Extension:** The project addresses a well water quality issue at La Familia. Scope change for master meter (requested by City as part of annexation agreement) will require a contract amendment with consultant. Staff is working to prepare required paperwork to amend contract to complete project.
8. **Valle Vista Force main Design:** Consultant has completed the 90% review for the design of the force main. Plans & specifications delivered to Utilities Staff to review. Plans will be returned to Consultant by 3-14-14 with comments. This will allow Bisbee Court/Turquoise Trail Business Park to tie into the Quill Plant.
9. **County Road 89 and 89C Drainage and Road Improvements:** Scope of Work and Project Schedule for engineering design services prepared. Pre-proposal meeting with consultant held on 2-27-14. Santa Fe Engineering Consultants, LLC will submit fee proposal for review by 3-7-14. On-call engineering contract will be utilized and initially limited to the Study and Report Phase of the contract.
10. **Romero Park:** Public meeting to present the Phase 1 construction drawings is scheduled for 3-27-14. Bidding for construction is projected for July 2014.
11. **Santa Fe River Greenway Wayside Exhibits:** Issued Notice to Proceed effective 3-3-14.
12. **Pojoaque Sports Fields:** Conducted site visit with consultant team and Pojoaque Valley Schools Facilities Manager and Maintenance Supervisor to document existing conditions on 2-27-14.
13. **Rio Quemado Watershed Restoration:** Held Pre-Bid Conference on 2-26-14 for the qualified bidders. One of the two qualified bidders excused himself because he has other projects scheduled until this fall. Bids are due 3-12-14. Anticipate awarding construction contract in mid-March.

14. **Thornton Ranch Open Space:** Anticipate issuing notice to proceed for both the cultural resources and the master plan contracts at the beginning of March. The cultural resource investigations and planning efforts are projected to take a year to complete.
15. **Nambe Community Center Park Site Improvements:** Pre-Construction meeting held on 2-27-14. Issued Notice to Proceed 2-27-14. The contractor is planning to mobilize on 3-10-14. The contract time is 90 consecutive days with substantial completion expected by 6-7-14, weather permitting.
16. **Agua Fria Monument Sign:** Construction is anticipated to begin in June 2014.
17. **Santa Fe Rail Trail:** Anticipate advertising the IFB for Segment 2-3 in March. Working on obtaining certifications from NMDOT for Segment 4. Anticipate obtaining project authorization for Segment 4 in July 2014 and issuing IFB in August 2014.
18. **Camino Torcido Loop:** Proposal for Report and Study Phase has been submitted and under staff review.
19. **CR67F, La Barbaria Drainage and Road Improvement Project:** Louis Berger Group (LBG) reviewed information sent by FEMA this week. LBG is requiring additional information not provided. Santa Fe County GIS data received by LBG this week. LBG will move forward with generating preliminary estimates to surface CR67 until the remaining hydraulic information has been received from FEMA in order to proceed with the drainage study.
20. **NE/SE Connector Alignments:** Have received authorization from all four property owners to access their properties in order to begin Phase B tasks: environmental survey, geotechnical data collection, and ground survey control. NMDOT determined that an environmental site assessment will be required. NMDOT is currently working on Amendment to the Cooperative Agreement with Santa Fe County to include Phase C - Environmental Documentation for the study.
21. **Herrada Road Drainage and Road Improvements:** Completed in-house review and discussed with Santa Fe Engineering, Inc. Once the comments/edits are incorporated into the final design, this project will be ready to move forward for advertisement for construction services. Eldorado Area Water & Sanitation District (EAWSD) has informed Santa Fe Engineering and Santa Fe County that they will not be responsible for any required water line modifications/relocations required by this project and are expecting the Santa Fe County to pay for these costs. This is contrary to the County's utility cut ordinance, and a formal letter to EAWSD informing them of this was sent on 3-3-14. Awaiting their response.
22. **CR55A General Goodwin Drainage and Road Improvements:** A meeting will be held week of 3-10-14 with the two property owners on the south side of the railroad tracks and the Conservancy group that has easement in this area to discuss the design and location of the

proposed drainage structure and anticipated water flows through their respective properties and address any concerns/questions they may have.

23. **CR54 Los Pinos All Weather Water Crossing:** Completed review of 95% drawings and specifications. Received 401 permit from the US Army Corps of Engineers.
24. **Vista Redonda Road Improvements:** Drainage analysis and ground surveys are currently underway. Survey crew will record all waterline valve locations with the assistance of the Vista Redonda Water Association. Latest project update meeting held on 3-3-14.
25. **CR84D Drainage Improvements and Paving Design:** Pre-proposal meeting scheduled week of 3-24-14.
26. **Cundiyo Community Center Parking Lot:** – Meeting with the president of the acequia association to address his concerns with the anticipated drainage coming from the Community Center as well as have Morris Engineering incorporate a retaining pond system in the current design.
27. **County Road 89 and 89C Drainage and Road Improvements:** Scope of Work and Project Schedule for engineering design services prepared and sent to Purchasing on 1-30-14. Pre-proposal meeting with consultant was held on 2-27-14. Santa Fe Engineering Consultants, LLC will submit fee proposal for review by 3-7-14. On-call engineering contract will be utilized and initially limited to the Study and Report Phase of the contract. Contract for 1st phase of design should be finalized by end of March; study and report phase should be completed by middle of June 2014.
28. **Ken and Patty Adam Senior Center/County Community Center:** Project advertised on February 23rd and 24th. Pre-bid meeting held 3-3-14.
29. **Vista Grande Library Expansion:** Interior window frames are installed. Project manager submits requisition for amendment to architects contract to include coordination of furnishing selection, ordering and installation. Contractor begins exterior plastering.
30. **Pojoaque Fire Station – Volunteer side interior remodel:** Purchasing Division selecting Architect.
31. **Glorieta Fire Station:** Staff is completing scope of work – minor adjustments required. Purchase requisition submitted for Archaeological survey.
32. **Hondo Fire Station # 1 Remodel:** Programming complete. Architects are working on schematic design.
33. **Stanley Cyclone Center:** Phase 1 proceeding as scheduled. Phase 2 design is developing rapidly for bids. Preliminary cost projections came in on 3-5-14, and were an order of magnitude higher than anticipated. Staff is looking at reworking the phasing.

34. **Madrid Oscar Huber Phase 2:** Staff received signed contract from BCC on 2-27-14. Notice to Proceed issued on 3-10-14. Estimated Completion Date is August 2014.

35. **El Rancho Play Equipment:** Installation complete 5-11-14.

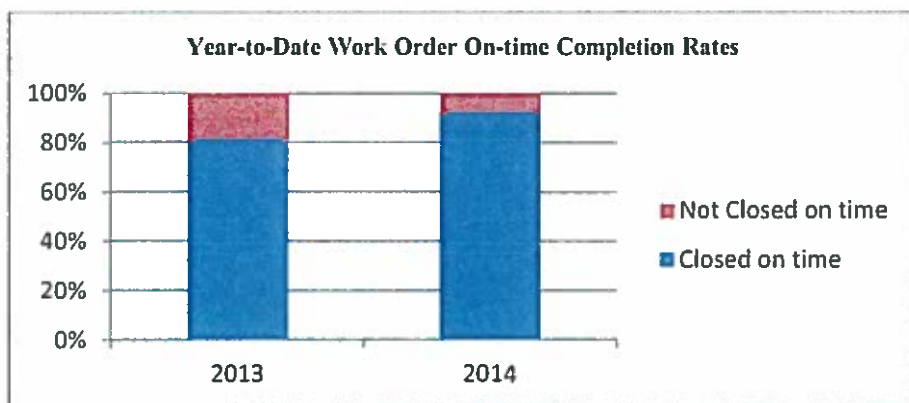
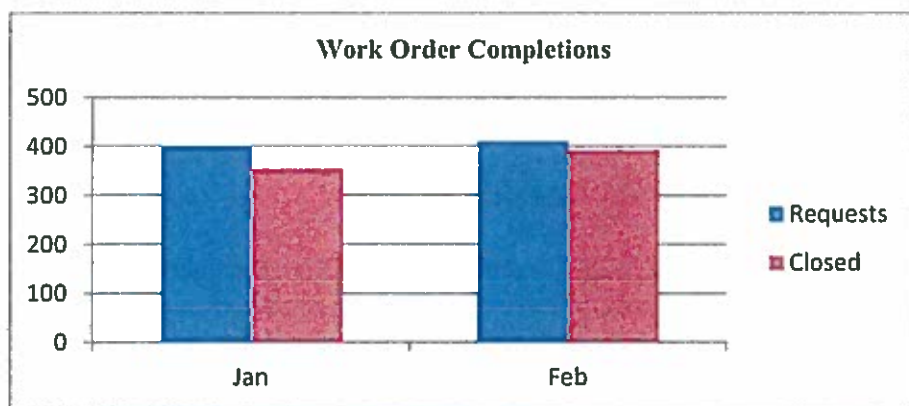
36. **Cundiyo Play Equipment:** Installation complete 5-11-14.

37. **La Bajada Ranch Main House:** The remediation work completed 3-7-14.

Information on all active projects can be found in the attached Table 1: Capital Project Status Update.

Operations and Maintenance

Work order completion rates for the month of February are shown at Table 2 (attached). The February overall completion rate was 96%. Month-to-month and year-to-year comparisons are shown below.



Open Space staff, in coordination with the National Park Service, installed wayside interpretive signs at El Camino Real Park, San Ysidro Park, Frenchy's Field and Devargas Park.

A celebration of Dale Ball Day (March 7, 2014) was conducted by The Trails Alliance of Santa Fe, Santa Fe County, City of Santa Fe, and The Conservation Trust at the Sierra Del Norte trailhead.

The facility assessment contract kicked off on March 10, 2014. The contractor will develop a facility assessment metric, teach staff how to apply it, and then inspect all County facilities. The
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results will be included as an attribute in the asset inventory, and will be used to prioritize facility investment decisions. The first two facilities to be assessed will be the Adult Detention Facility and the State Health building on Letrado Avenue. All facilities should be assessed by the end of the fiscal year.

Staff conducted a walk-through of the State Health building with the program director and her staff. The building does need work; the facility assessment should identify the true needs. They are informally asking that the County consider providing a new facility closer to their primary clientele base on the south side of town, ideally near the Nancy Rodriguez Community Center.

Utilities

The County conducted two public meetings in late February on Aamodt Settlement; an estimated 800 people attended them. Currently, County is conducting 14 smaller workshops that thus far have been filled to capacity. Darcy Bushnell, the County's contracted facilitator, is hosting the workshops. The decision currently before the residents of the Pojoaque Valley is whether or not to object to the settlement agreement. They will face other decisions about what to do with their wells and whether to connect to the regional water utility at some point in the future (date to be set by the federal court).

Utilities met with NM Game and Fish to determine appropriate routing for a proposed water connection. They are located on Wilderness Way off of Caja del Rio Road.

Bi-weekly meetings to iron out annexation-related issues with the City Utility continue. The City is frustrated that master meters haven't been installed as quickly as originally expected, but the final location of each master meter has proven more complicated to determine than either side anticipated. Beyond that frustration, the process is moving forward.

A new accountant was hired, with an accountant technician about to be selected. With these new personnel, plus changes in work practices (such as the acquisition of a check scanning machine and changes to due dates in the billing cycle), the customer utility billing experience, which has been problematic for many newly-acquired customers, should reach an acceptable level of service.

ACTION REQUESTED:

None; for information only.

SANTA FE COUNTY

Capital Project Status Update (As of 3/7/2014 10:04:40 AM)

Table 1: Capital Projects

Project Number	Project Name	Nature of Procurement	% Comp	District	Project Budget	Estimated Start Date	Estimated Completion Date	Project Manager
1	Upgrade interior light fixtures, exterior wall packs, light pole and LED fixture head	Construction	5	3	\$360,435.00	3/3/2014	4/15/2014	David Padilla
2	Construct Playground at Cundiyo	Construction		1	\$25,000.00	3/3/2014		
3	Preliminary Programming Study - Animal Control Facility	Design			\$10,000.00	2/17/2014		Joseph Martinez
4	Construct Playground Equipment in Oshara Village	Construction	95	5	\$20,000.00	2/3/2014	3/28/2014	David Padilla
5	Public Safety Complex Upgrade Design	Design	10	1 2 3 4 5	\$200,000.00	1/30/2014	7/31/2014	Paul Olafson
6	Romero Park	Design	45	2	\$175,000.00	5/17/2013	3/31/2015	Colleen Baker
7	Pojoaque Sports Fields	Design	11	1	\$1,785,000.00	1/28/2014	3/31/2015	Colleen Baker
8	Vista Grande Library Addition / Construction	Construction	75	5	\$1,050,000.00	4/30/2013	3/28/2014	Ron Sandoval
9	Oscar Huber Grandstand Phase II	Construction	5	3	\$332,000.00	2/5/2014	10/31/2014	David Padilla
10	Construct Addition to Ken & Patty Adam Senior Center	Construction	3	5	\$1,275,531.00	3/10/2014	3/3/2015	Ron Sandoval
11	Cundiyo Parking Lot	Design	95	1	\$8,557.63	2/18/2013	5/16/2014	Chuck Vigil
12	Design Old Santa Fe Trail Multimodal	Design	98	4	\$264,692.00	3/5/2013	3/28/2014	Chuck Vigil
13	Design Hondo Fire Station #1 Addition	Design	15	4	\$325,348.00	2/10/2014	5/30/2014	Ron Sandoval
14	Remodel La Cienega Fire Station No. 1	Construction	98	5	\$850,000.00	6/30/2013	4/18/2014	Ron Sandoval
15	Design Water Transmission Line TL6S	Design	45	4 5	\$333,080.30	2/17/2012	2/28/2014	Dennis Romero
16	Design La Cienega Water Line Improvements	Design	29	3	\$300,000.00	1/8/2014	4/30/2014	Dennis Romero
17	Design Valle Vista Force Main	Design	90	3	\$22,300.00	10/15/2013	4/18/2014	Scott W. Rivers
18	Construct Glorieta MDWCA Water System Improvements	Construction	27	4	\$424,759.00	2/28/2014	5/1/2014	Dennis Romero
19	Rio Quemado Watershed Restoration Purchase and Install Quill Plant Utilities Office	Construction	57	1	\$306,000.00	5/8/2013	6/30/2014	Colleen Baker
20	Quill Water Reclamation Plant -	Acquisition	33	1 2 3 4 5	\$75,000.00	3/31/2014	5/30/2014	Scott W. Rivers
21	Treatment Improvements	Construction	10	5	\$500,000.00	1/1/2014	10/31/2014	Dennis Romero
22	Old Santa Fe Trail Water Line	Design	92	4	\$190,000.00	2/15/2013	1/31/2014	Dennis Romero

SANTA COUNTY

Capital Project Status Update (As of 3/7/2014 10:04:40 AM)

23	1474	Design Lamy Junction Water Transmission Line	Design	38	4 5	\$411,368.96	5/4/2012	6/5/2014	Dennis Romero
24	1476	Construct a Wastewater Collection and Water Reclamation System for Greater Glorieta	Construction		4	\$600,000.00	1/1/2014	12/31/2014	Scott W. Rivers
25	1478	Design CR62/Caja del Oro Waterline Extension	Design	25	2	\$212,636.00	7/16/2013	3/28/2014	Scott W. Rivers
26	1486	Design & Construction of Las Lagunitas Waste Water System	Other	25	3	\$150,000.00	2/19/2014	5/30/2014	Dennis Romero
27	1780	Renovate shower resurfacing at ADF			5	\$307,160.00			
28	1860	Upgrade server rooms at ADF and YDP			5	\$363,000.00			
29	1860	Upgrade Perimeter & Interior Lighting at Adult Detention Facility, Upgrade Perimeter Lighting at Youth Development Program	Construction	20	1 2 3 4 5	\$387,305.86	1/20/2014	4/21/2014	Joseph Martinez
30	1860	Replace existing HVAC units at the Adult Detention Facility and upgrade coolers at both sites.			3				
31	1870	Youth Development Center Perimeter Lighting	Construction	10	1 2 3 4 5	\$200,000.00	8/5/2013	9/30/2013	Joseph Martinez
32	1870	Construct new security fence at front entrance at ADF			5	\$28,543.00			
33	1870	Upgrade Security Cameras At Adult Detention Facility, Upgrade Control Panel At Youth Development Program.	Construction	15	1 2 3 4 5	\$310,000.00	2/3/2014	4/30/2014	Joseph Martinez
34	2219	Renovate Old Judicial Courthouse Redevelopment	Design	0	1 2 3 4 5	\$475,000.00	6/2/2014	2/27/2015	Paul Olafson
35	4001	La Bajada Ranch Remediation and Renroofing	Construction	22	3	\$70,000.00	2/4/2014	4/3/2014	David Padilla
36	6167	CR 54 Los Pinos Road All Weather Structure Design	Design	95	3	\$95,000.00	8/12/2013	5/16/2014	Chuck Vigil
37	6181	NE-SE Connectors Location Study	Plan	50	5	\$500,000.00	2/4/2013	7/18/2014	Chuck Vigil
38	6182	CR 55A General Goodwin Rd Design Upgrade	Design	30	3	\$100,000.00	9/23/2013	3/28/2014	Chuck Vigil
39	6183	Torcido Loop - Design/Archaeological Survey	Design	5	3	\$48,683.69	7/18/2013	3/28/2014	Chuck Vigil
40	6184	Herrera Road Paving Design	Design	100	5	\$100,000.00	8/12/2013	2/28/2014	Chuck Vigil
41	6196	Upgrade County Road 26 - Simmons Road	Construction	0	3	\$460,000.00	8/30/2013	9/16/2013	David Padilla
42	6197	Visla Rendonda Drainage and Road Paving Design	Design	15	1	\$120,000.00	12/16/2013	4/25/2014	Chuck Vigil
43	6198	Design drainage and Roadway Improvements on County Road 89.	Design	5	1	\$65,000.00	2/12/2014	6/30/2014	Scott W. Rivers

Revision:

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1100

2/7/2014 10:04:40 AM

Page 2 of 8

SANTA FE COUNTY

Capital Project Status Update (As of 3/7/2014 10:04:40 AM)

44	6199	Improvements on County Road 89 C	Design	5	1		\$35,000.00	2/12/2014	6/30/2014	Scott W. Rivers
45	6202	Design drainage and roadway improvements on County Road 84 D	Design	5	1		\$80,000.00	2/12/2014	6/30/2014	Chuck Vigil
46	6203	Design and construct drainage and pavement improvements for County Road 105	Design	5	1		\$400,000.00	2/26/2014	9/30/2014	Chuck Vigil
47	6204	Construct Pavement improvements for bike lanes on County Road 89 D	Design	5	1		\$260,000.00	2/26/2014	9/30/2014	Chuck Vigil
48	6205	Public Works Programming & Master Plan	Construction	5	1		\$170,000.00	4/16/2014	8/1/2014	Chuck Vigil
49	6208	PW Phase 2 Sewer line construction	Plan	10	1 2 3 4 5		\$25,000.00	2/28/2014	6/30/2014	Paul Olafson
50	6208	La Bajada Ranch Planning, Programming, & Design	Construction	25	1,2,3,4,5		\$81,429.00	3/10/2014	5/9/2014	Scott W. Rivers
51	7006	Santa Fe River Greenway: Wayside Exhibit Planning, Design, Fabrication	Plan	10	3		\$120,000.00	9/28/2012	3/29/2015	Mark Hogan
52	7120	Stanley Wellness Center Phase 1	Other	75	2		\$84,841.50	7/1/2012	9/30/2015	Colleen Baker
53	7121	Design and Construct Stanley Community Wellness Center Phase 2	Construction	42	3		\$490,000.00	5/7/2013	4/10/2014	David Padilla
54	7121	Highway 14 Senior/Community Center Admin Building Computer & Communications Room	Design	10	3		\$50,000.00	9/2/2013	2/14/2014	David Padilla
55	7122	Arroyo Hondo Trail	Acquisition	10	3		\$350,000.00	11/5/2012	5/1/2014	Agnes Leyba-Cruz
56	7124	Mt. Chalcihuitl	Construction	0	1 2 3 4 5		\$275,000.00	3/31/2014	7/31/2014	Paul Olafson
57	7701	Santa Fe Rail Trail	Design	19	5		\$470,572.00	12/13/2012	12/31/2014	Colleen Baker
58	7706	Santa Fe River Greenway Engineering Design Services	Acquisition	35	3		\$988,499.00	8/1/2012	9/30/2014	Colleen Baker
59	7707	Design and Construct Stanley Community Wellness Center Phase 2	Construction	7	4, 5		\$1,578,212.00	7/1/2014	3/31/2015	Colleen Baker
60	7708	Santa Fe River Greenway Acquisition	Design	76	2		\$412,725.85	10/3/2012	6/6/2014	Scott Kaseman
61	7708	Santa Fe River Greenway: Frenchy's Field to Siler Rd.	Acquisition	15	2		\$1,814,850.60	10/9/2012	11/1/2014	Scott Kaseman
62	7708	Thomson Ranch Open Space	Archaeology	100	2		\$59,406.47	3/1/2009	12/31/2013	Scott Kaseman
63	7711	Construct South Meadows Open Space Phase 1	Plan	9	3		\$200,000.00	3/3/2014	3/2/2015	Colleen Baker
64	7716	Nambe Community Center, Park and Head Start Site Improvements	Construction		2		\$400,361.00	11/15/2013	5/12/2014	Scott W. Rivers
65	7723		Construction	10	1		\$354,065.00	2/27/2014	7/7/2014	Colleen Baker

SANTA COUNTY

Capital Project Status Update (As of 3/7/2014 10:04:40 AM)

66	7725	Construct Playground Equipment at El Rancho Community Center	Construction	5	1	\$45,000.00	3/3/2014	4/15/2014	David Padilla
67	7732	Agua Fria Monument Signs	Construction	8	2	\$83,846.00	3/10/2014	9/30/2014	Colleen Baker
68	8008	La Cienega Fire Station No. 2 Apparatus bay expansion and Library remodel.	Construction	5	3	\$484,091.00	4/2/2014	9/30/2014	Ron Sandoval
69	8009	Glorieta Fire Station #2 - New Construction	Design	7	4	\$50,000.00	2/10/2014	9/19/2014	Ron Sandoval
70	8010	Palo Verde Fire Station - Interior Remodel Volunteer Side	Design	3	1	\$181,470.00	2/28/2014	8/18/2014	Ron Sandoval
71	8011	Perform design an all weather crossing for Pinon Hills Subdivision in SFC CR67F La Barbara Drainage and Road			2	\$50,000.00			
72	9682	Paving Design	Design	15	4	\$100,000.00	12/16/2013	4/25/2014	Chuck Vigil

Revision:

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3/7/2014 10:04:40 AM

Page 4 of 8

Table 2: On-time Work Order Completion
February 2014

Property Control

COMM. DIST.	REQUESTS	ISSUED	CLOSED	ON TIME
1	18	18	17	17
2	14	14	14	14
3	9	8	8	8
4	12	12	12	12
5	19	19	15	15
All	49	49	43	43
TOTAL	121	120	109	109
		99%	90%	90%

Building Services

COMM. DIST.	REQUESTS	ISSUED	CLOSED	ON TIME
1	6	4	4	4
2	3	3	3	3
3	3	3	3	3
4	7	7	7	7
5	1	1	1	1
All	21	18	18	18
TOTAL	41	36	36	36
		88%	88%	88%

Roads

	Overall WO's from public & staff	Overall WO Issued from public & staff	Overall WO Closed from public & staff	Request from public only	On-time request from public only
COMM. DIST.					
1	24	24	24	4	4
2	9	9	9	1	1
3	26	26	26	10	6
4	17	17	17	2	2
5	15	15	13	7	6
All	3	3	2	2	1
TOTAL	94	94	91	26	20
		100%	97%		77%

Open Space

	REQUESTS	ISSUED	CLOSED	ON TIME
COMM. DIST.				
1	28	28	28	28
2	19	19	19	19
3	12	12	12	12
4	13	13	13	13
5	8	8	8	8
All	2	2	2	2
TOTAL	82	82	82	82
		100%	100%	100%

Traffic

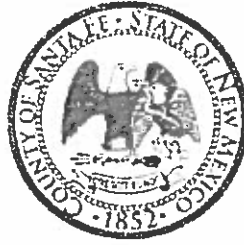
	Overall WO's from public & staff	Overall WO Issued from public & staff	Overall WO Closed from public & staff	Request from public only	On-time request from public only
COMM. DIST.					
1	23	23	21	11	11
2	6	6	6	1	1
3	7	7	7	2	2
4	19	19	19	0	0
5	6	6	5	0	0
All	17	17	17	0	0
TOTAL	78	78	75	14	14
		100%	96%		100%



Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3




Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

To: Board of County Commissioners

Via: Katherine Miller, County Manager
Bernadette Salazar, Human Resources Director 

Date: March 12, 2014

Re: HR Monthly Report February 2014

Issue:

The HR Division provides the Santa Fe County Board of County Commission with a monthly report regarding highlighted HR information and events.

Background:

The purpose of this memo is to provide you with information relative to various HR functions and statistics for the month of February 2014. Throughout the month February, HR coordinated/ conducted twenty training sessions. Three-hundred thirty employees attended these training sessions. Also in February, Santa Fe County advertised for the March 2014 New Mexico Edge Courses. A total of twenty-five applications were submitted and approved and over one hundred sixty courses are scheduled to be taken by Santa Fe County employees. This is a total of approximately \$9,150 in assistance.

In regards to recruitment for the month of February, Edward Webb was promoted to Sheriff Corporal. Mr. Webb began his career with Santa Fe County as an Emergency Communication Specialist Trainee and was promoted to a Deputy Cadet shortly thereafter. He has been an employee of Santa Fe County for over seven years. Mr. James Nissen was also promoted to Sheriff Corporal in February. Mr. Nissen was hired as a lateral officer and has been an employee of Santa Fe County for over six years.

On February 14, 2014, HR Division staff attended and assisted with the Career Readiness Event at the Santa Fe Community College. This event was designed to assist job seekers as they present their skills and abilities to potential employers through the recruitment process. This included assisting them in preparing resumes and conducting mock job interviews so they could practice and receive feedback for their next official job interview. Other participating colleges/universities were Central New Mexico, Luna Community College, and Highlands University. This was a great community event that allowed current job seekers to receive valuable training and feedback to obtain the job they desire.

Attached are the HR Statistics Report, the New Hire Report, and the Labor Statistics Report for February 2014. If you have any questions, I can be contacted at 992-9886. Thank you.

SANTA FE COUNTY HR STATISTICS FOR THE MONTH OF FEBRUARY 2014

Department	Division	Regular Employees	Part Time Employees	Full Time Employees	Elected/Officials	Temporary Employees	Vacancies	Total Positions	New Hires/Re-employments	Resignations	Retirements	End of term/temp status	Terminations	Total separations
MANAGER'S OFFICE	01-COUNTY MANAGER ADMINIS.	8		8				8						
	02-COMMISSION	5		5	5	1		5						
	15-HUMAN RESOURCES	10		10			1	11						
	21-FINANCE	21		21			2	23		1				1
CMO TOTAL		44	0	44	5	1	3	47	0	1	0	0	0	1
	01-LEGAL ADMINISTRATION	8		8				8						
LEGAL TOTAL		8		8				8						
ADMINISTRATIVE SERVICES DEPARTMENT	00-ADMINISTRATION	2		2				2						
	02-INFORMATION TECHNOLOGY	11		11			2	13						
	12-PURCHASING	7		7				7						
	16-MAIL ROOM	1		1				1						
	17-RISK MANAGEMENT	3		3				3						
ASD TOTAL		24		24			2	26						
COMMUNITY SERVICES DEPARTMENT	01-ADMINISTRATION	3		3				3						
	20-INDIGENT HOSPITAL FUND	3		3				3						
	21-EMS-HEALTH CARE	3		3				3						
	74-MOBILE HEALTH FAIR VAN	3	2	1			2	5						
TOTAL		12	2	10	0	0	2	14	0	0	0	0	0	0
	04-DWI LOCAL	7		7			1	8						

SANTA FE COUNTY HR STATISTICS FOR THE MONTH OF FEBRUARY 2012

Department	Division	Regular Employees	Part Time Employees	Full Time Employees	Elected/Officials	Temporary Employees	Vacancies	Total Positions	New Hires/Re-employs	Resignations	Retirements	End of term/temp status	Terminations	Total separations
TOTAL		7	0	7	0	0	1	8	0	0	0	0	0	0
	09-DWI TEEN COURT	3		3				3	1					
TOTAL		3	0	3	0	0	0	3	1	0	0	0	0	0
	89-SENIOR PROGRAMS - ADMIN.	10		10			2	12		1				1
	90-SR SVCS-CONGREGATE MEALS	8	1	7		2	1	9	1					
	92-SR SVCS - HOME DELIVERED	2	1				1	3						
	93-SR SVCS - TRANSPORTATION	4		4		1		4						
TOTAL		24	2	21	0	3	4	28	1	1	0	0	0	1
	01-POJOAQUE SATELLITE OFFICE					1								
	02-EDGEWOOD SATELLITE OFFICE					1								
TOTAL						2								
CSD TOTAL		46	4	41	0	5	7	53	2	1	0	0	0	1
HOUSING DEPARTMENT		11		11			1	12						
	30-ADMINISTRATION													
	49-HOUSING SECTION 8 VOUCHER	2		2				2						
	82-HOUSING CFP - 2012	1		1				1						
HOUSING TOTAL		14		14			1	15						
GROWTH MANAGEMENT DEPARTMENT		4		4				4						
	01-LAND USE ADMINISTRATION													
	02-PLANNING	6		6			1	7						
	14-GIS	7		7			2	9						

SANTA FE COUNTY HR STATISTICS FOR THE MONTH OF FEBRUARY 2014

Department	Division	Regular Employees	Part Time Employees	Full Time Employees	Elected/Officials	Temporary Employees	Vacancies	Total Positions	New Hires/Re-employments	Resignations	Retirements	End of term/temp status	Terminations	Total separations
	15-AFFORDABLE HOUSING-COUNTY	2		2					2					
	16-BUILDING & DEVELOPMENT	15		15				15						
GMD TOTAL		34		34			3	37						
PUBLIC WORKS DEPARTMENT		5		5				5						
	00-OFFICE OF THE DIRECTORS													
	01-PUBLIC WORKS ADMIN.	12		12				12						
	02-FLEET SERVICE	8		8			1	9						
	03-TRAFFIC ENGINEERING	6		6			2	8						
	05-SOLID WASTE	21	1	20		1		21						
	11-ROAD MAINTENANCE	36		36			3	39	1					
TOTAL		88	1	87		1	6	94	1					
	02-PROPERTY CONTROL	9		9			6	15						
	03-BUILDING SERVICES	16	2	14			2	18						
	18-PROJECT DEVELOPMENT DIV	9		9			1	10						
	26-OPEN SPACE	2		2			3	5	1					
TOTAL		36	2	34			12	48	1					
	08-SANTA FE RIVER GREENWAY	1		1				1						
TOTAL		1		1				1						
	10-WATER	16		16		1	3	19	3					
	15-AAMODT						1	1	1					

SANTA FE COUNTY HR STATISTICS FOR THE MONTH OF FEBRUARY 201

Department	Division	Regular Employees	Part Time Employees	Full Time Employees	Elected/Officials	Temporary Employees	Vacancies	Total Positions	New Hires/Re-employments	Resignations	Retirements	End of term/temp status	Terminations	Total separations
	20-WASTEWATER						1	1						
TOTAL		16		16		1	5	21	3					
PWD TOTAL		141	3	138	0	2	23	164	5	0	0	0	0	0
PUBLIC SAFETY DEPARTMENT	01-FIRE ADMINISTRATION	27		27			2	29						
	08-EMERGENCY PREPAREDNESS						1	1						
	09-FOREST RESTORATION	3		3				3						
	11-FIRE REGIONS	67		67			6	73						
	14-FEMA GRANT	1		1				1						
TOTAL		98		98			9	107						
	01-ADMINISTRATION	9	1	8			2	11						
	60-ADULT FACILITY	129		129			27	156	5	2			1	3
	62-MAINTENANCE DIVISION	6		6			1	7						
	63-MEDICAL SERVICES	23		23			7	30	3				1	1
	65-ELECTRONIC MONITORING	9		9				9						
	70-YOUTH DEVELOPMENT FAC.	23		23			6	29	1					
TOTAL		199	1	198			43	242	9	2			2	4
	01-RECC ADMINISTRATION	42		42			6	48	1					
TOTAL		42		42			6	48	1					
PSD TOTAL		339	1	339	0	0	58	397	10	2	0	0	2	4

SANTA FE COUNTY HR STATISTICS FOR THE MONTH OF FEBRUARY 2014

Department	Division	Regular Employees	Part Time Employees	Full Time Employees	Elected/Officials	Temporary Employees	Vacancies	Total Positions	New Hires/Re-employments	Resignations	Retirements	End of term/temp status	Terminations	Total separations
COUNTY CLERK'S OFFICE	01-REPORTING & RECORDING	19	1	18	1		3	22	1					
	02-BUREAU OF ELECTIONS	10	1	9			2	12						
CLERK'S OFFICE TOTAL		29	2	27	1		5	34	1					
COUNTY TREASURER'S OFFICE	01-COUNTY TREASURER ADMIN.	12		12	1			12						
COUNTY ASSESSOR'S OFFICE	01-COUNTY ASSESSOR ADMIN.	29		29	1			29						
	11-PROPERTY VALUATION	14		14		1		14						
ASSESSOR'S OFFICE		43		43	1	1		43						
COUNTY SHERIFF'S OFFICE	01-ADMIN/ANIMAL CNTRL/ENFORC	115		115	1		3	118	3	1				1
	04-REG.III DRUG ENF GRANT-A	2		2				2						
	06-REG III-HIDTA GRANT	1		1				1						
SHERIFF'S OFFICE		118		118	1		3	121	3	1				1
	01-COUNTY PROBATE JUDGE				1									
COUNTY WIDE TOTAL		852	10	842	10	9	105	957	21	5	0	0	2	7

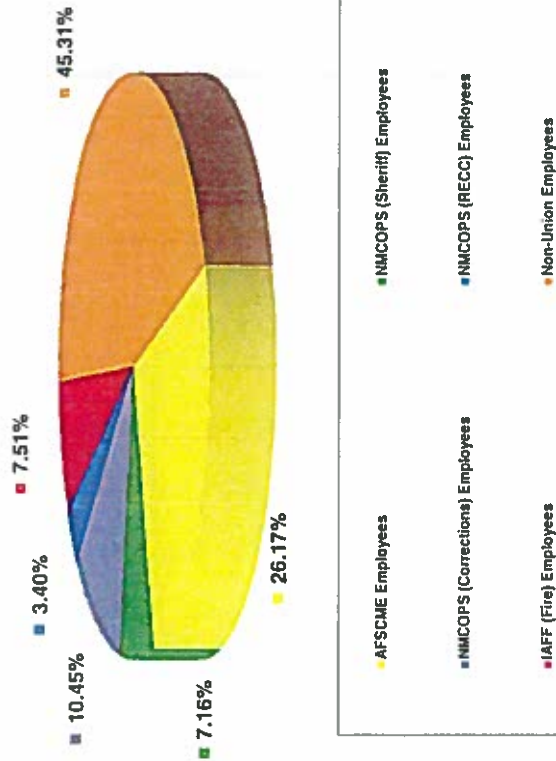
SANTA FE COUNTY NEW HIRE LISTING FROM FEBRUARY 8, 2014 - MARCH 7, 2014

[illegible]

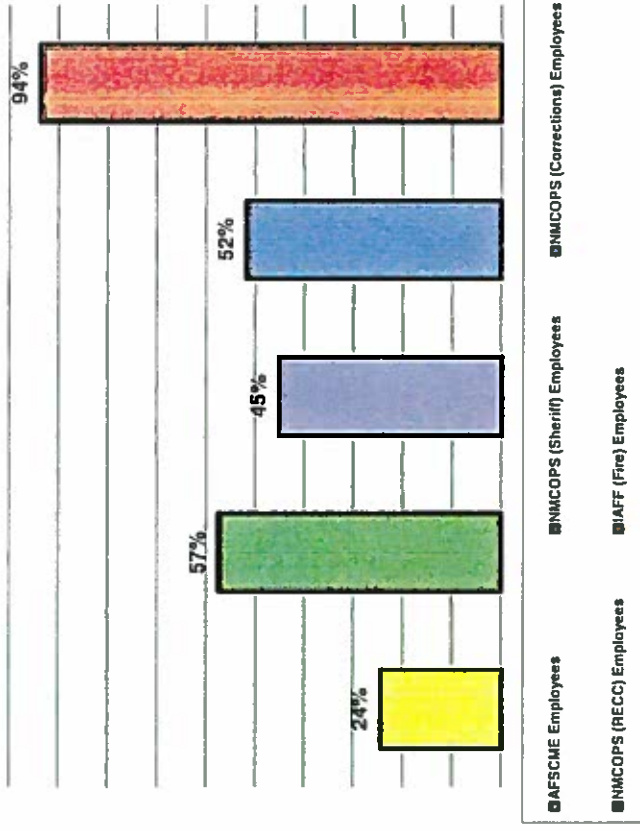
LABOR STATISTICS FOR FEBRUARY 2014

Union Status		Percentage of Union Status		Number of Employees Paying Dues		Percentage Of Employees Paying Union Dues	
AFSCME Employees	223	AFSCME Employees	26.17%	AFSCME Employees	54	AFSCME Employees	24%
NMCCOPS (Sheriff) Employees	61	NMCCOPS (Sheriff) Employees	7.16%	NMCCOPS (Sheriff) Employees	33	NMCCOPS (Sheriff) Employees	67%
NMCCOPS (Corrections) Employees	89	NMCCOPS (Corrections) Employees	10.45%	NMCCOPS (Corrections) Employees	40	NMCCOPS (Corrections) Employees	45%
NMCCOPS (RECC) Employees	29	NMCCOPS (RECC) Employees	3.40%	NMCCOPS (RECC) Employees	15	NMCCOPS (RECC) Employees	52%
IAFF (Fire) Employees	54	IAFF (Fire) Employees	7.51%	IAFF (Fire) Employees	60	IAFF (Fire) Employees	94%
Total Number of Union Employees	466	Total Percentage of Union Employees	54.69%	Total Number of Employees Paying Dues	204		
Non-Union Employees	386	Non-Union Employees	45.31%				
Total Number of Employees	852		100%				

Union Status



Paying Members

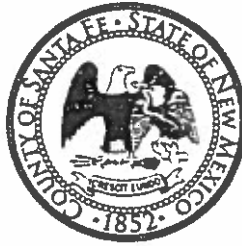




Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

Date: March 12, 2014
To: Board of County Commissioners
From: Jeffery Trujillo, ASD Director
Via: Katherine Miller, County Manager
Subject: Administrative Services Monthly Report – February 2014

Below is an informational report in regards to the Administrative Services Department for the month of February 2014.

Legal

Legal has processed 320 contracts, 54 resolutions and reviewed or drafted (or participated in drafting) four ordinances this fiscal year (including the Sustainable Land Development Code (SLDC)) and currently is working closely with the Growth Management Division to implement the SLDC, including development of the zoning map.

Legal drafted the recently-enacted living wage ordinance (Ordinance No. 2014-1) and the "e-cigarette" regulatory ordinance (Ordinance No. 2014-2).

Legal is working on a final draft of proposed changes to the Code of Conduct Ordinance, and has worked with the Santa Fe County Ethics Board on these proposed changes.

The Department has a number of lawsuits pending including several administrative appeals, a new lawsuit filed against Darlene and Anthony Montoya and Advantage Asphalt and Seal Coating for unlawful placement of culverts in an arroyo within the federally-designated

floodplain, as well as several code enforcement cases. The Department continues to work with the Sheriff's Office on matter relative to cross-commissioning and vehicle forfeiture.

Information Technology

	FY 2014																					
Work Orders/Technical Support All IT requests are captured using a work order tracking system located on SharePoint.	286 work orders were completed in February 2014.																					
Systems and Network uptime <table><tr><th colspan="3">February Unscheduled Downtime</th></tr><tr><th>Date</th><th>Description</th><th>Hours</th></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td>Total</td><td>0.0</td></tr></table>	February Unscheduled Downtime			Date	Description	Hours														Total	0.0	Q1 2014 Actual: 99.56% Q2 2014 Actual: 99.86% FY 2014 YTD: 99.71%
February Unscheduled Downtime																						
Date	Description	Hours																				
	Total	0.0																				

Purchasing

Target Timelines for certain Procurements:

Small Purchase (under \$5,000, Best Obtainable Prices)	24 hours
Purchase over \$5,000, but less than \$20,000	3 days
Purchases over \$20,000 – IFB	60 days
RFP	90 days

Daily Volumes by Staff:

The Purchasing Division consists of six (6) employees that process purchase orders and solicitations for all County agencies. The typical volumes of PO's and solicitation activities are as follows:

- Procurement Specialist, Junior (2) (<\$10k)	Average	50 PO's/day
- Procurement Specialist, Senior (3) (\$10-\$50k)	Average	60 Solicitations
- Contracts/Grants Administrator (1)	Average	5 contracts/day

EXAMPLE:

The following procurement activity was performed by a Procurement Specialist, Senior in February –

4/IFBs

5/RFPs

6/Contract Amendments

6/Lease or Sale Agreements

2/ On Call projects

Risk Management

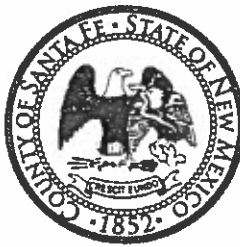
Number of Fire Safety Inspections	53
Number of Facility Inspections	3
Number of Road Inspections	8
Number of Worker's Compensation Processed	4
Number of Employees out on Worker's Comp	1
Number of RAP Lessons	0
Number of County Involved Auto Accidents	2
Number of Qwest Cut Cables	1
Number of Safety Trainings	8



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Commissioner, District 1

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Commissioner, District 2

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Commissioner, District 3



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Commissioner, District 5

Katherine Miller
County Manager

Memorandum

To: Santa Fe County Board of County Commissioners

From: Katherine Miller, County Manager, SFC
Rachel O'Connor, Director, Community Services Department, SFC

Date: March 12, 2014

Subject: Community Services Monthly Report/March

Health Services

We have hired a part time nurse to cover the mobile health van, his name is Kennedy Saenz. We also held interviews and have moved forward with an offer for the full time nurse. We are pleased with both selections.

Staffs have set a timeline for the new health care assistance program and are convening the HAP Workgroup, which is comprised of HPPC members and staff, to meet next week to discuss a plan for HAB. Tentatively the timeline that we are proposing includes taking the plan to the HAB in April for approval and following up in May with a recommendation for the healthcare assistance funding.

The HPPC is in the process of finalizing its Health Action Plan and will be presenting it to the HAB in April of 2014. We are using the priorities identified in the plan as a guide for setting up our new health care program in Santa Fe County.

Community Safety

The DWI program finalized the RFP process for the development of two public awareness campaigns. Oral presentations were conducted on March 4th, with FireStik Studio and VWK making their final pitches. The review committee selected FireStik Studio a local advertising agency as the finalist. The DWI program is anticipating too kick off the first campaign in early April and following up with the second campaign in late June.

102 Grant Avenue · P.O. Box 276 · Santa Fe, New Mexico 87504-0276 · 505-986-6200 · FAX: 505-995-2740 · www.santafecounty.org

Our Compliance program will be training Staff of Santa Fe Municipal Court at the request of DFA, Local Government Division. DFA sought our help to train Municipal Court on the ADE database and the daily functions of our Compliance program. County Compliance Officer JoAnne DeBaca will assist DFA with the training on March 12, 2014. JoAnne's years of experience and knowledge of the ADE database will be a great asset to the Court and DFA.

Teen Court and the Santa Fe Prevention Alliance are organizing a plan to reach the faith-based communities to offer education and support regarding underage drinking prevention. We have met with several faith leaders in the community and will hold a summit this summer to reach faith leaders who facilitate youth programs or counsel families with youth.

Community Operations

Carol is working on the design, and placement of an interpretive sign to be placed at the top of La Piedra Trailhead in Santa Fe County. The \$5000 for the sign came from a grant awarded by New Mexico Clean and Beautiful and Keep Santa Fe Beautiful. We are looking for grant funds to replace other signs.

Carol is working on developing an "Adopt an Open Space" program for Santa Fe County; this is in the early stages of development.

Teen Court is coordinating with Carol Branch from Open Space to create community service opportunities for our youth participants. The intention is for youth to help maintain our Santa Fe County trails by learning and applying skills imparted by trained professionals while engaging in their community and meeting Teen Court requirements.

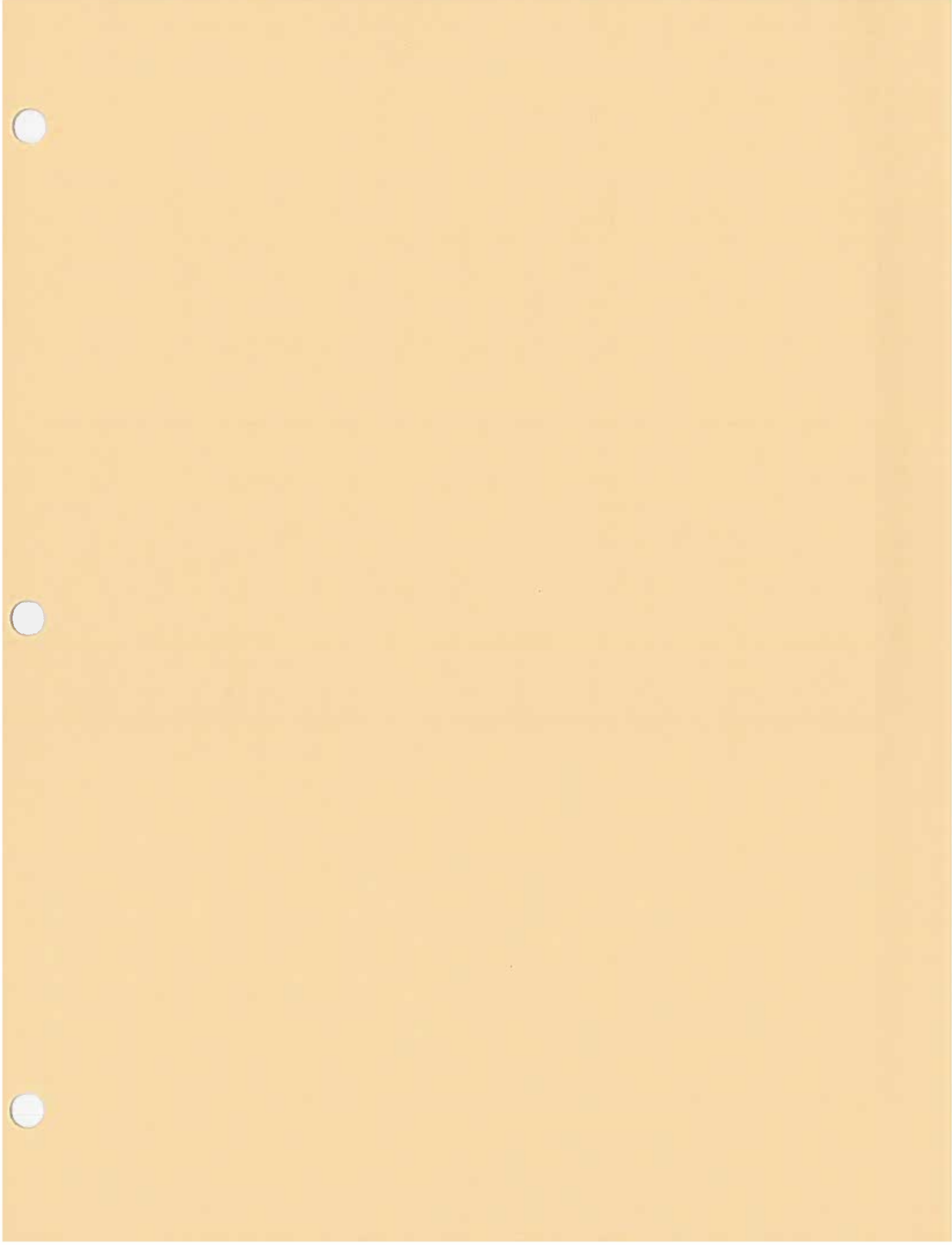
Senior Services

Senior Services Director Teresa Casados resigned from her position in February to take a position in the private sector. Community Operations Director Greg Smith will be serving as the Interim Director of Senior Services until the Director's position is posted and filled.

Senior staff met w/ Ron Romero the EID inspector for the State. He provided great information and direction for issues that were constantly cited within the kitchens (1" air gap for sink/steam table, etc.). Sites reviewed have been positive feedback from EID. We were told Rufina is a "good, clean kitchen".

The Senior Services program has installed new first aid kits in vehicles.

Best Buy delivered a refrigerator, stove and microwave to the Nambe Center at the end of February.



Memorandum

Santa Fe Board of County Commissioners

From: Teresa C. Martinez, Finance Director *TCM*

Via: Katherine Miller, County Manager

Date: February 11, 2014

Re: *Financial report for the month ending 02/28/2014*

ISSUE:

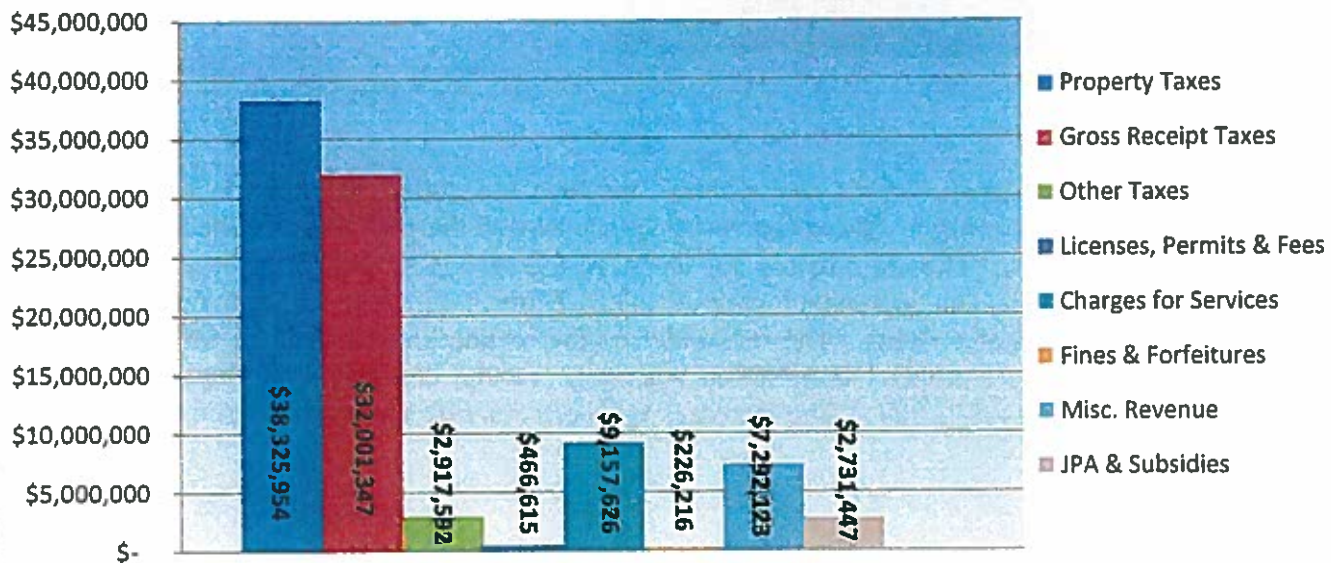
Enclosed is a report summarizing the financial activities of the County through the month ending February 28, 2014.

BACKGROUND:

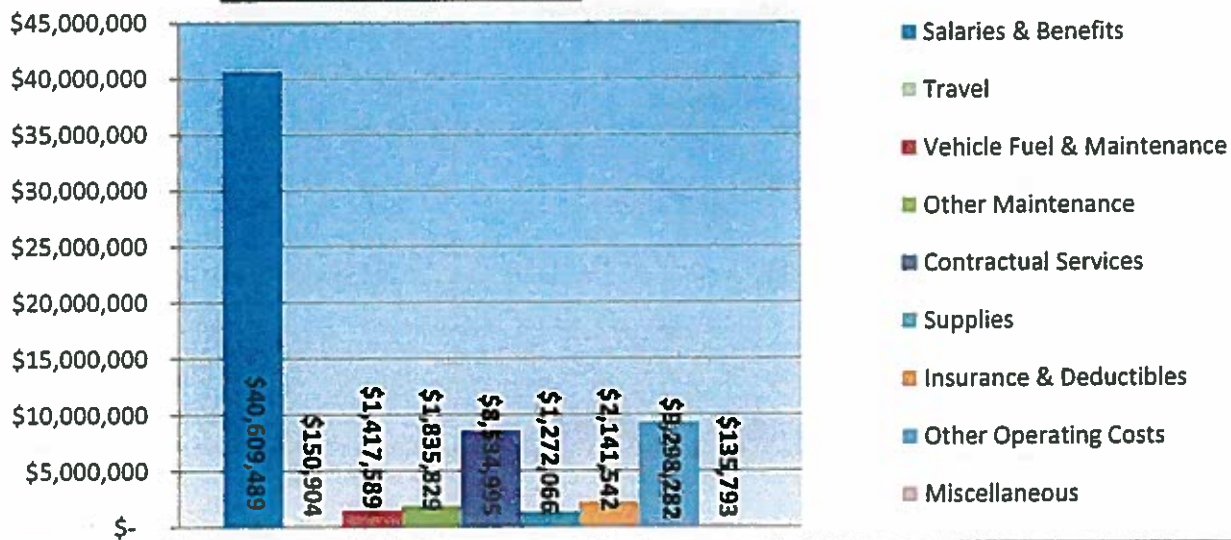
This is a comparison of revenues and expenditures on a recurring versus non-recurring basis. The monthly report will still highlight major revenue sources. Below are several charts that identify 1) the recurring revenue sources, 2) the recurring expenditures and 3) a comparison of the two side by side.

CURRING VERSUS NON-RECURRING

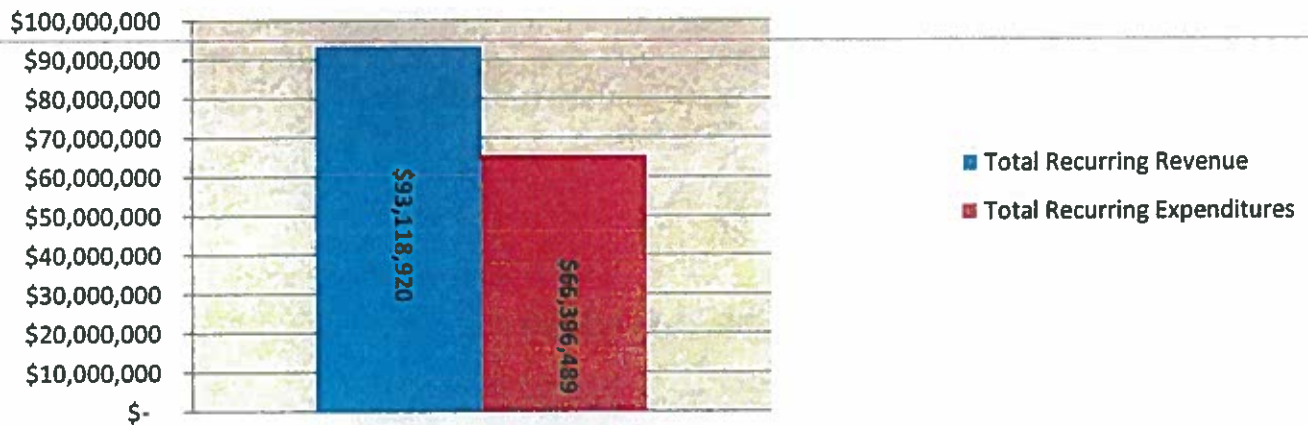
Recurring Revenue Type



Recurring Expenditures



Recurring Revenues versus Recurring Expenditures



Through the month of February, as noted in the charts above, the revenues collected totaled \$93 million and exceeded the expenditures of \$65.4 million. The revenue collections exceed the prior year's collections for the same period by \$7.4 million or 8%. The main reason for the large increase is related to the receipt of funds totaling \$5.4 million for the settlement agreement with the U.S. Bureau of Indian Affairs related to the acquisition of Top of the World water rights. The remainder of the revenue increase of \$2 million can be attributed to increased collections for property taxes (\$946,441), gross receipt taxes (\$1.9 million), other taxes (\$447,167) and charges for services (\$72,287). The increases were offset by decreases in fines and forfeitures (\$7,069) and grants (\$1.4 million).

NON-RECURRING EXPENDITURES

Capital expenditures are non-recurring expenditures funded by non-recurring sources. Such sources include bond proceeds, special appropriations, grants and cash balances from excess revenues of prior years. The total expenditures incurred through the month of February 2014 total \$17.8 million.

The following is a listing of some of the major capital expenditures incurred thru the month of February:

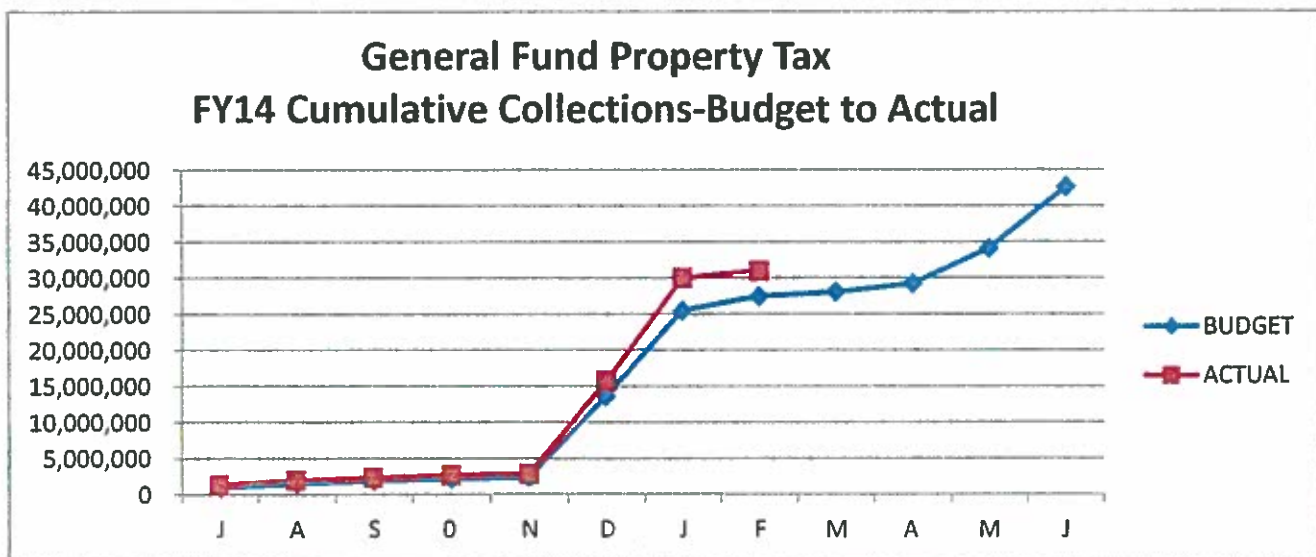
Town of Edgewood Fire Station	\$ 917,390	Judicial Court Complex	\$ 895,489
Old District Court Bldg	\$ 156,148	Corrections Facilities/Eqmt	\$ 828,285
Caja Del Rio	\$ 1,373,229	Vehicles County-wide	\$ 3,359,381
County Road 98	\$ 1,449,485	Hale Road	\$ 764,355
Eldorado Library	\$ 524,130	La Cienega Fire Station	\$ 697,316
CR 77-Camino La Tierra	\$ 542,732	Western Road	\$ 440,071
N. Weimer Road	\$ 325,183	SFC Edgewood Fire Station	\$ 909,708
Santa Fe River Trail	\$ 140,188	SF River Greenway	\$ 264,341
CR 16-A Jaymar	\$ 166,343	B Anaya Road	\$ 292,720

Also included for your information are the charts reflecting major revenue sources and collections through February.

REVENUE:

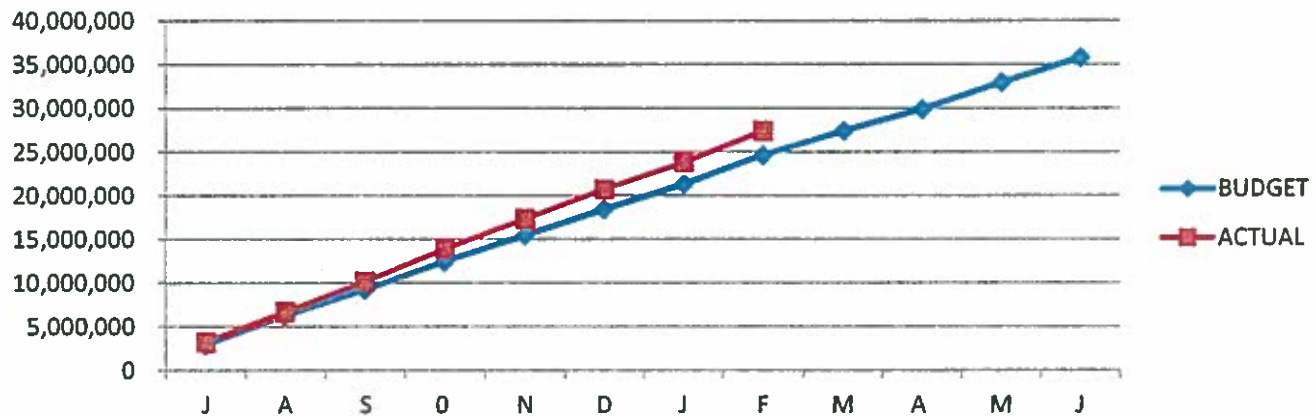
Property tax is recorded monthly and compared to the actual monthly budget forecasts. Property tax revenue budget estimates are conservative, as a budget shortfall in tax receipts would have a serious impact on various County operations.

Actual property tax collections of \$31 million through the end of February exceed the budget of \$27.5 million by \$3.5 million. The collections are \$958,204 or 3.1% above the prior year's collections for the same time period. The chart below includes collections through February.



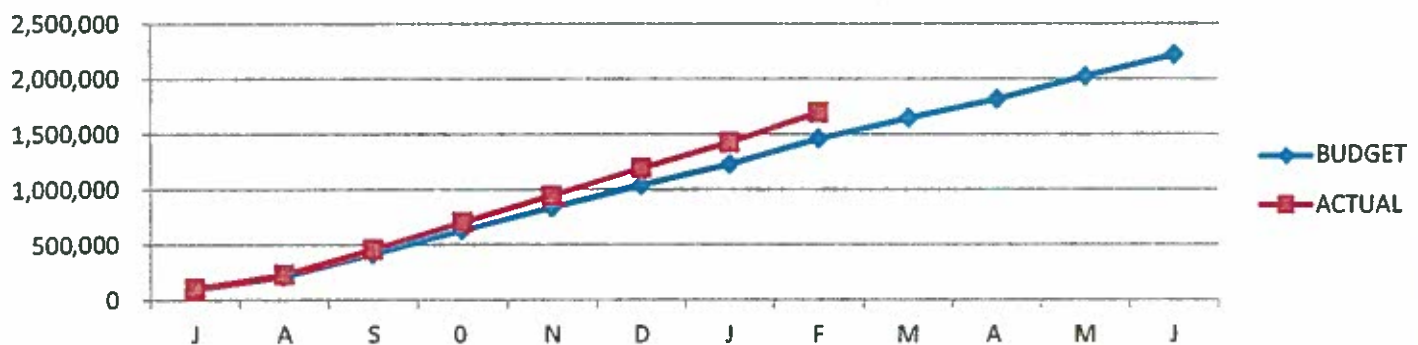
The gross receipts taxes are estimated from trend data and from economic analysis of the business activities in the areas of construction, wholesale, retail and service sectors. Combined, both the county-wide and the unincorporated gross receipt taxes collected through February total \$29.1 million and are \$3.1 million greater than or 11.7% above the budgeted amount of \$26 million. February collections were greater than the collections of the prior year by \$2.4 million or 9.2% for the same time period.

COUNTY-WIDE GROSS RECEIPTS TAXES FY14 CUMULATIVE COLLECTIONS-BUDGET TO ACTUAL



The actual unincorporated GRT collections began to rebound in FY 2013. In FY 2014 the total unincorporated GRTs for February are above budget by \$237,729. The unincorporated GRT collections total \$1.7 million through February and are \$808,280 above the prior year collections. The increase is mainly attributable to the enacted Fire Excise Tax which began receiving monthly collections in September resulting in an average monthly amount of \$100,000 to \$115,000. Through February, the Fire Excise GRT collections total \$712,974.

UNINCORPORATED COUNTY GROSS RECEIPTS TAX FY14 CUMULATIVE COLLECTIONS-BUDGET TO ACTUAL



SUMMARY:

Finance staff conducted the FY 2015 budget kick-off on February 24th and budget submissions are due from staff on March 21st. Much of the planning for next fiscal year is contingent upon actions taken at the legislative session and signed by the governor.

In particular, County Staff is following closely the Legislative action as it relates to the Safety Net Care Pool (previously known as Sole Community Provider). County staff is currently working to restructure county programs based on changes related to Medicaid and the corresponding impact on the County's Indigent program.

Lastly, budget meetings with BCC members are currently being scheduled by staff in order to meet with the commissioners to set their budget priorities. The budget study session has been scheduled for April 8th.



NO PACKET MATERIAL FOR THIS ITEM

VIII. Concluding Business

A. Announcements

B. Adjournment



