

City of Las Cruces®

PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 15

Ordinance/Resolution# 12-13-357

For Meeting of _____
(Ordinance First Reading Date)

For Meeting of December 17, 2012
(Adoption Date)

Please check box that applies to this item:

QUASI JUDICIAL

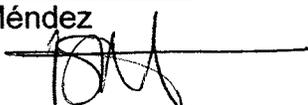
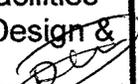
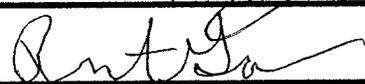
LEGISLATIVE

ADMINISTRATIVE

TITLE: A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE CITY OF LAS CRUCES AND CLASSIC INDUSTRIES, INC., FOR CONSTRUCTION OF FIRE STATION NO. 7 FOR THE CONTRACT SUM OF \$1,922,992.00, PLUS AN ALLOWANCE OF \$145,426.27 FOR GROSS RECEIPTS TAX AND AN AUTHORIZED CHANGE ORDER CONTINGENCY OF \$51,000.00; FOR A TOTAL AUTHORIZATION OF \$2,119,418.27.

PURPOSE(S) OF ACTION:

Procurement of construction services.

COUNCIL DISTRICT: ALL		
<u>Drafter/Staff Contact:</u> Tomás Méndez 	<u>Department/Section:</u> Public Works/Facilities Management (Design & Construction) 	<u>Phone:</u> 541-2583
<u>City Manager Signature:</u> 		

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces Fire Department has been authorized to put into operation an additional fire station at a site located at the intersection of Crawford and Zia Boulevards adjacent to the City of Las Cruces International Airport. The Facilities Management Section of the Public Works Department is requesting the authorization of a contract between the City of Las Cruces and Classic Industries, Inc., of Doña Ana, New Mexico, the apparent low bidder, for the construction services necessary to build the facility and develop the site.

The project was bid on October 3, 2012, but because of a protest and its subsequent disposition on December 6, 2012; the contract is now ready to be awarded. Ten bids were received; the apparent low bid of \$1,922,992.00 was submitted by Classic Industries, Inc., of Doña Ana, New Mexico. The award amount is the sum of the Base Bid and Bid Alternate No. 1 included in the bid package. Bid Alternate No. 1 is recommended for acceptance in addition to the base bid because the low bid is sufficiently low enough to allow its inclusion in the scope of work. The Bid Alternate No. 1 provides for the construction of a training room as part of the facility.

The scope of work includes the construction of the building and the development of the site which includes maneuvering aprons for firefighting apparatus, parking lot, utilities, landscaping, and general site improvements. The duration of the construction contract is scheduled for about 10 months; this will allow the City to put the facility into operation by the end of calendar year 2013.

Facilities Management (Design and Construction Services) will administer the construction contract with the collaboration of the Fire Department and the services of the project architect, ASA Architects.

SUPPORT INFORMATION:

1. Resolution.
2. Exhibit "A", Purchasing Manager's Request to Contract.
3. Exhibit "B", Bid Tabulation Sheet.
4. Attachment "A", Draft contract between City and Classic Industries, Inc.

SOURCE OF FUNDING:

Is this action already budgeted?	Yes	<input checked="" type="checkbox"/>	See fund summary below
	No	<input type="checkbox"/>	If No, then check one below:
	<i>Budget Adjustment Attached</i>	<input type="checkbox"/>	Expense reallocated from:
		<input type="checkbox"/>	Proposed funding is from a new revenue source (i.e. grant; see details below)
		<input type="checkbox"/>	Proposed funding is from fund balance in the <u>4028 2011 GRT Facilities Project Fund</u> .
Does this action create any revenue?	Yes	<input type="checkbox"/>	Funds will be deposited into this fund: <i>(Fund #)</i> in the amount of \$ _____ for FY ____.
	No	<input checked="" type="checkbox"/>	There is no new revenue generated by this action.

BUDGET NARRATIVE

City Council authorized the design and construction of the Fire Station No. 7 through the issuance of bonds specifically for public safety facilities totaling \$3,500,000.00. Previously authorized expenditures included the fabrication and installation of the Fire and Police Training Facility and the authorization of the design services contract for Fire Station No. 7. The balance of the project budget of \$2,169,052.15 is being employed thusly: \$1,922,992.00 for the construction contract; \$145,426.27 for gross receipts tax; \$51,000.00 for an authorized change order contingency; and, \$49,633.88 for an owner's contingency.

FUND EXPENDITURE SUMMARY:

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
Fund 4028 – 2011 GRT Facilities Projects	40806120- 852100- 61B41	\$2,119,418.27	\$2,169,052.15	\$ 49,633.88	Owner's Contingency

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution, authorizing the contract between the City and Classic Industries, Inc., for construction of Fire Station No. 7 for the contract sum of \$1,922,992.00, plus \$145,426.27 for NM Gross receipts tax, and an authorized change order contingency of \$51,000.00; for a total authorization of \$2,119,418.27.
2. Vote "No"; this will not approve the Resolution. Therefore, staff will be required to pursue other options to obtain the needed construction services for Fire Station No. 7.
3. Vote to "Amend"; this could direct staff to proceed as amended by City Council. This could delay the project.
4. Vote to "Table" the Resolution and provide staff with further direction. This could delay the project.

REFERENCE INFORMATION:

The resolution(s) and/or ordinance(s) listed below are only for reference and are not included as attachments or exhibits.

N/A

RESOLUTION NO. 12-13-357

A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE CITY OF LAS CRUCES AND CLASSIC INDUSTRIES, INC., FOR CONSTRUCTION OF FIRE STATION NO. 7 FOR THE CONTRACT SUM OF \$1,922,992.00, PLUS AN ALLOWANCE OF \$145,426.27 FOR GROSS RECEIPTS TAX AND AN AUTHORIZED CHANGE ORDER CONTINGENCY OF \$51,000.00; FOR A TOTAL AUTHORIZATION OF \$2,119,418.27.

The City Council of the City of Las Cruces is informed that:

WHEREAS, the City Council authorized the design and construction of a new fire station to be located on Las Cruces Airport property to enhance public safety at the airport and at the West Mesa Industrial Park; and

WHEREAS, bids were solicited for construction services with request for bid number 12-13-357 resulting in the receipt of ten bids on October 23, 2012; and

WHEREAS, after the subsequent disposition of a bid protest, the apparent low bid of \$1,922,992.00 was determined to have been submitted by Classic Industries, Inc., of Doña Ana, New Mexico; and

WHEREAS, the bid of \$1,922,992.00 is the sum of the Base Bid, \$1,820,197.00, and Bid Alternate No. 1, \$102,795.00, for the training room; and

WHEREAS, City staff reviewed the apparent low bid in association with the project architect, ASA Architects; and

WHEREAS, authorization of a contract between the City of Las Cruces and Classic Industries, Inc., of Doña Ana, New Mexico, the apparent low bidder, is requested.

NOW, THEREFORE, Be it resolved by the governing body of the City of Las Cruces:

(I)

THAT City staff is authorized to award a contract to Classic Industries, Inc., in the amount of \$1,922,992.00, plus an allowance of \$145,426.27 for New Mexico Gross Receipts Tax, and an authorized contingency of \$51,000.00; for a total authorization of \$2,119,418.27 to provide construction services for Fire Station No. 7.

(II)

THAT Purchasing Manager's Request to Contract, Exhibit "A," is hereby attached hereto.

(III)

THAT City staff is hereby authorized to do all deeds as necessary in the accomplishment of the herein above.

DONE AND APPROVED this _____ day of _____, 2012.

APPROVED:

Mayor

ATTEST:

City Clerk

(SEAL)

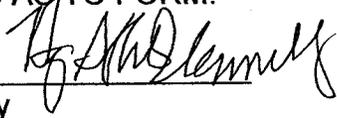
Moved by: _____

Seconded by: _____

VOTE:

Mayor Miyagishima: _____
Councillor Silva: _____
Councillor Smith: _____
Councillor Pedroza: _____
Councillor Small: _____
Councillor Sorg: _____
Councillor Thomas: _____

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "G. A. O'Leary". The signature is written in a cursive style and is positioned above a horizontal line.

City Attorney

CITY OF LAS CRUCES

PURCHASING MANAGER'S REQUEST TO CONTRACT

For Meeting of: December 17, 2012

Resolution No.: 12-13-357

Contract Purchase For Construction of Fire Station No. 7

The Las Cruces City Council is provided the following information concerning this request:

BID SOLICITATION INFORMATION:

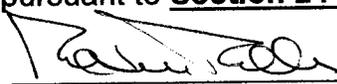
- | | | |
|----|--|--|
| 1. | Bid Due Date: | October 23, 2012 |
| 2. | Description: | Construction of Fire Station No. 7 |
| 3. | Using Department: | Public Works |
| 4. | Number of Responses Solicited: | One hundred five (105) |
| 5. | Number of Responses Received and Accepted: | Ten (10) |
| 6. | Recommended Award(s) To: | Classic Industries, Inc. of Las Cruces, NM |
| 7. | Total Award Amount (includes any tax and contingency): | \$2,119,418.27 |
| 8. | Contract Duration: | 300 calendar days |

LOCAL PREFERENCE FACTOR

Local Preference Factor Applied Per LCMC §24-100	No		LCMC §24-100 not applicable to this solicitation
	Yes	√	Made A Difference To Bid Awards(s) Added: \$42,039.73
		√	Made No Difference To Bid Award(s)

PROCUREMENT CODE COMPLIANCE:

The City of Las Cruces Procurement Code was administered in the conduct of this procurement and approval to purchase is hereby requested pursuant to **Section 24-91**.


 Purchasing Manager 12/11/12
 Date

CONFIRMATION OF FUND ENCUMBRANCE:

REQUISITION or PURCHASE ORDER NUMBER:	13101874
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Bid Tabulation Fire Station 7 Bid Number: 12-13-357 for the City of Las Cruces	
	Bid Opening: Oct. 23, 2012 / 2:00 p.m.

Bidder:	Addenda Received	Proposal Signed	License No.	BASE BID	ALT. NO. 1
C&B Industrial Services 103 Maguey Ct. Sunland Park, NM 88063	3	X	84266	\$2,091,567.00	\$114,223.00 \$2,205,790.00 *
Classic Industries, Inc. 921 Bleimeyer Road Las Cruces, NM 88005	3	X	55595	\$1,820,197.00	\$102,795.00 \$1,922,992.00 *
ESA Construction 3435 Girard NE Albuquerque, NM 87107	3	X	28493	\$1,860,000.00	\$70,000.00 \$1,930,000.00 *
G. Sandoval Construction 2000 E. Lohman, Ste. C Las Cruces, NM 88001	3	X	81118	\$2,164,000.00	\$139,000.00 \$2,303,000.00 *
Gentry Construction 710 Aero Loop Alamogordo, NM 88310	3	X	3023	\$1,923,686.00	\$129,000.00 \$2,052,686.00 *
Gerald Martin 4901 McLeod Rd. NE Albuquerque, NM 87109	3	X	11805	\$2,300,800.00	\$103,453.00 \$2,404,253.00 *
Highland Enterprises P. O. Box 2409 Las Cruces, NM 88004	3	X	4460	\$2,126,000.00	\$105,850.00 \$2,231,850.00 *
Warren Construction P. O. Drawer N Mesilla, NM 88046	3	X	59499	\$1,782,454.00	\$101,454.00 \$1,883,908.00 *
White Sands Construction 1700 Tenth St. Alamogordo, NM 88310	3	X	50235	\$1,869,000.00	\$99,000.00 \$1,968,000.00 *
Wooten Construction 2000 E. Lohman, Ste. B Las Cruces, NM 88001	3	X	1494	\$2,070,000.00	\$104,800.00 \$2,174,800.00 *

* Cumulative Totals

Tomás Méndez, A.I.A.
Architect, City of Las Cruces

Karyn Schmidt

From: Tomas Mendez
Sent: Friday, December 07, 2012 4:15 PM
To: Karyn Schmidt
Cc: Eric Martin
Subject: Emailing: Fire Station 7 - A101-2007 - Checked Draft - 001(1).pdf
Attachments: A101-2007 - Checked Draft - 001(1).pdf

The attachment is related to the council packet for authorizing the construction contract for Fire Station 7. This is a draft "placeholder"; the consulting architect will prepare the final documents once the contract has been authorized.

Thank you,
Tomas Mendez

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 eighteenth (18th) day of December in the year two thousand twelve (2012)
(In words, indicate day, month and year.)

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

City of Las Cruces, a municipal corporation
700 North Main Street
Las Cruces, NM 88001
mail: P. O. Box 200007 Las Cruces, NM 88004

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

Classic Industries, Inc.
P. O. Box 434
Doña Ana, New Mexico 88032

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

Fire Station Seven
1050 Crawford Blvd
Las Cruces, NM 88007

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

ASA Architects
P. O. Box 146
Las Cruces, New Mexico 88004
shipping/delivery: 201 North Alameda, Las Cruces, New Mexico 88005

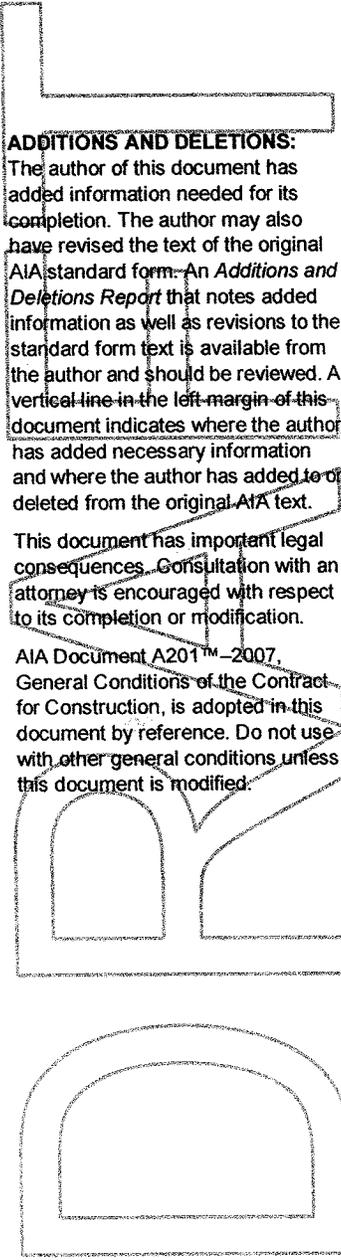
The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

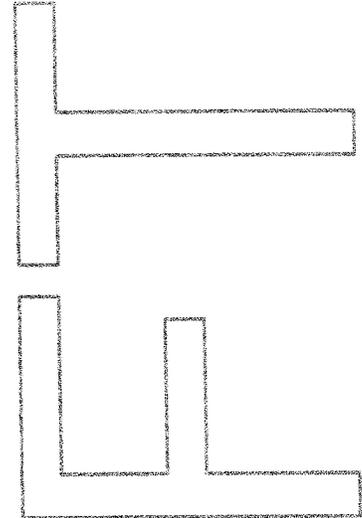
AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



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TABLE OF ARTICLES

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



ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)



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



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

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

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)



Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one million nine hundred twenty two thousand nine hundred ninety two and no/100 dollars (\$ 1,922,992.00), 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.)

Base Bid: \$1,820,197.00
Bid Alternate No. 1 (Training Room): \$102,795.00

§ 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)

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price

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:

[Redacted text]

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the [] day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the [] day of the [] month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than [] ([]) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to

substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 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, less retainage of $\frac{\text{ }}{\text{ }}\%$. 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), less retainage of percent ($\frac{\text{ }}{\text{ }}\%$);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

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

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 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.

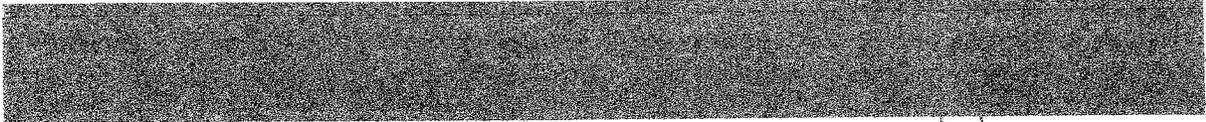
§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

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.)

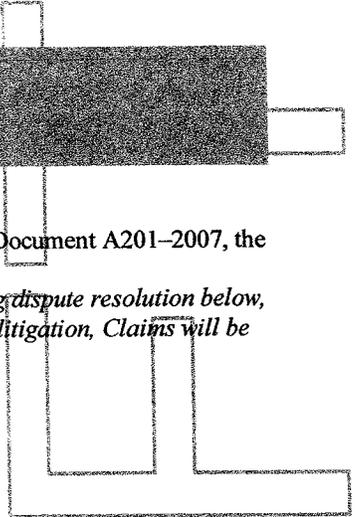


§ 6.2 BINDING DISPUTE RESOLUTION

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

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

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction
- Other *(Specify)*



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.

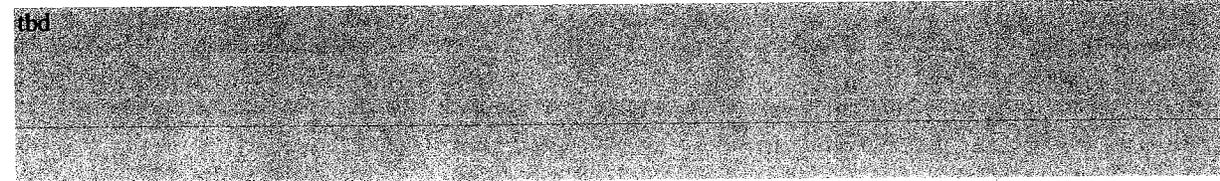
ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 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.

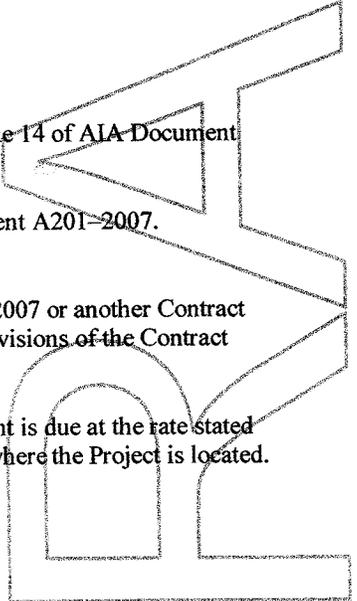
§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

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



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



[Redacted]

§ 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:

[Redacted]

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
[Redacted]	[Redacted]	[Redacted]	[Redacted]

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

Section	Title	Date	Pages
[Redacted]	[Redacted]	[Redacted]	[Redacted]

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

Number	Title	Date
[Redacted]	[Redacted]	[Redacted]

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
[Redacted]	[Redacted]	[Redacted]

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.)

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)
[Redacted]	[Redacted]

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

OWNER *(Signature)*

(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)

Additions and Deletions Report for AIA® Document A101™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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AGREEMENT made as of the eighteenth (18th) day of December in the year two thousand twelve (2012)

...

City of Las Cruces, a municipal corporation
700 North Main Street
Las Cruces, NM 88001
mail: P. O. Box 20000 / Las Cruces, NM 88004

...

Classic Industries, Inc.
P. O. Box 434
Doña Ana, New Mexico 88032

...

Fire Station Seven
1050 Crawford Blvd
Las Cruces, NM 88007

...

ASA Architects
P. O. Box 146
Las Cruces, New Mexico 88004
shipping/delivery: 201 North Alameda, Las Cruces, New Mexico 88005

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§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one million nine hundred twenty two thousand nine hundred ninety two and no/100 dollars (\$ 1,922,992.00), subject to additions and deductions as provided in the Contract Documents.

...

Base Bid: \$1,820,197.00
Bid Alternate No. 1 (Training Room): \$102,795.00

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