



City of Las Cruces

PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 7 Ordinance/Resolution# 13-14-405

For Meeting of _____
(Ordinance First Reading Date)

For Meeting of July 21, 2014
(Adoption Date)

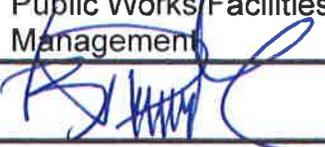
Please check box that applies to this item:

QUASI JUDICIAL LEGISLATIVE ADMINISTRATIVE

TITLE: A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE CITY OF LAS CRUCES AND ESA CONSTRUCTION, INC., FOR CONSTRUCTION OF THE MUNSON SENIOR CENTER HVAC, REROOFING, RENOVATION, AND MULTI-PURPOSE ROOM ADDITION FOR THE BASE BID PLUS ADDITIVE ALTERNATE NUMBER ONE IN THE AMOUNT OF \$705,000.00, PLUS \$55,959.38 FOR NEW MEXICO GROSS RECEIPTS TAX, AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO \$70,500.00; FOR A TOTAL PROJECT AUTHORIZATION OF \$831,459.38.

PURPOSE(S) OF ACTION:

Approve a construction contract.

COUNCIL DISTRICT: 4		
<u>Drafter/Staff Contact:</u> Soo Gyu Lee, PE	<u>Department/Section:</u> Public Works/Facilities Management	<u>Phone:</u> 541-2583
<u>City Manager Signature:</u> 		

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

Design services for the Munson Senior Center HVAC, Reroofing, Renovation, and Multi-Purpose Room Addition were procured using the Architectural & Engineering (A&E) Services Price Agreement, authorized by the Las Cruces City Council via Resolution Number 11-12-303 on July 18, 2011. Planning and design commenced in 2012, with completion of bid documents in spring of 2014.

The scope of work for this project includes the demolition and removal of the existing heating and cooling system and its replacement with roof-mounted packaged heating and cooling units. It also includes the removal of the existing roof system, replacing it with a single-ply synthetic roof membrane over rigid insulation, along with the construction of a multi-purpose room addition on the north side. Available funding also allowed for inclusion of additional work for the installation of a heating and cooling system for the administrative offices located east and south of the kitchen and dining area.

Bidding for this project commenced in spring of 2014, with bid number 13-14-405 opening on June 5, 2014. Four (4) bids were received. The low, responsive bid was from ESA

Construction, Inc., in the amount of \$705,000.00. The Public Works Department/Facilities Management Section reviewed the bids in consultation with Studio D Architects, the project architect, and recommends that the Las Cruces City Council award the Munson Senior Center HVAC, Reroofing, Renovation, and Multi-Purpose Room Addition Project to ESA Construction, Inc., of Las Cruces, New Mexico for the base bid (scope of work identified above) plus additive alternate number one (additional heating/cooling east & south of the kitchen/dining area) in the amount of \$705,000.00 plus New Mexico Gross Receipts Tax of \$55,959.38, and authorizing the City Manager to approve change orders in the amount of \$70,500.00; for a total authorization of \$831,459.38.

The duration of the construction contract is scheduled for approximately six (6) months. This will allow the City of Las Cruces (City) to put the facility completely back into operation in early 2015.

SUPPORT INFORMATION:

1. Resolution.
2. Exhibit "A", Purchasing Manager's Request to Contract Form.
3. Attachment "A", Bid Tabulation Sheet.
4. Attachment "B", Draft contract between the City of Las Cruces and ESA Construction, 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 _____ Fund.
Does this action create any revenue? "N/A"	Yes	<input type="checkbox"/>	Funds will be deposited into this fund: _____ in the amount of \$ _____ for FY__.
	No	<input checked="" type="checkbox"/>	There is no new revenue generated by this action.

BUDGET NARRATIVE

Funds for this renovation project come from two state legislative grants (New Mexico Aging and Long-Term Services Department) and internal City capital funds (4001). For the funding shown with an (*) below, a separate budget adjustment request is being submitted by the Finance Department for consideration at the same City Council meeting (grant agreement 2013-1127).

FUND EXPENDITURE SUMMARY:

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
4012 – Facility State Grant	40805050-852100-60U13	\$250,000.00*	\$250,000.00*	\$0.00	N/A
4012 – Facility State Grant	40805050-852100-60U12	\$250,000.00	\$250,000.00	\$0.00	N/A
4001 – Facility General Fund	40806060-852100	\$331,459.38	\$1,825,000.00	\$1,493,540.62	Other CIP projects

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution to authorize the contract between the City and ESA Construction, Inc., of Las Cruces, New Mexico, for construction of the Munson Senior Center HVAC, Reroofing, Renovation, and Multi-Purpose Room Addition Project for the base bid plus additive alternate number one in the amount of \$705,000.00, plus \$55,959.38 for New Mexico Gross Receipts Tax, and authorize the City Manager to approve change orders in the amount of \$70,500.00; for a total project authorization of \$831,459.38.
2. Vote "No"; this will not approve the Resolution and will not authorize the contract with ESA Construction, Inc., for the Munson Senior Center HVAC, Reroofing, Renovation, and Multi-Purpose Room Addition Project.
3. Vote to "Amend"; this will direct staff to proceed as amended by City Council.
4. Vote to "Table"; City Council could provide staff with further direction. This could delay the project.

REFERENCE INFORMATION:

1. Resolution No. 11-12-303.
2. Resolution No. 11-12-303A.

RESOLUTION NO. 13-14-405

A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE CITY OF LAS CRUCES AND ESA CONSTRUCTION, INC., FOR CONSTRUCTION OF THE MUNSON SENIOR CENTER HVAC, REROOFING, RENOVATION, AND MULTI-PURPOSE ROOM ADDITION FOR THE BASE BID PLUS ADDITIVE ALTERNATE NUMBER ONE IN THE AMOUNT OF \$705,000.00, PLUS \$55,959.38 FOR NEW MEXICO GROSS RECEIPTS TAX, AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO \$70,500.00; FOR A TOTAL PROJECT AUTHORIZATION OF \$831,459.38.

The City Council is informed that:

WHEREAS, the Las Cruces City Council authorized continued use of architectural and engineering price agreements for facility design work in 2011; and

WHEREAS, the scope of work for the Munson Senior Center includes the demolition and removal of the existing heating and cooling system, replacement of rooftop units, reroofing, renovation, and a multi-purpose room addition; and

WHEREAS, bids were solicited for construction services with request for bid number 13-14-405 resulting in the receipt of four bids on June 5, 2014; and

WHEREAS, City staff reviewed the apparent low bid in consultation with Studio D Architects, the project architect; and

WHEREAS, the Public Works Department/Facilities Management Section recommends that the Munson Senior Center HVAC, Reroofing, Renovation, and Multi-Purpose Room Addition Project be awarded to ESA Construction, Inc., for the base bid plus additive alternate number one in the amount of \$705,000.00 plus \$55,959.38 for New Mexico Gross Receipts Tax, and a change order contingency in the amount of \$70,500.00; for a total amount of \$831,459.38.

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

(I)

THAT the contract for the base bid plus additive alternative number one for the Munson Senior Center HVAC, Reroofing, Renovation, and Multi-Purpose Room Addition Project is hereby awarded to ESA Construction, Inc., of Las Cruces, New Mexico, in the amount of \$705,000.00, plus \$55,959.38 for New Mexico Gross Receipts Tax, and authorizing the City Manager to approve change orders in an amount not to exceed \$70,500.00; for a total project authorization of \$831,459.38.

(II)

THAT the Purchasing Manager is authorized to contract with ESA Construction, Inc., as outlined in the signed Exhibit "A", Purchasing Manager's Request to Contract Form.

(III)

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

DONE AND APPROVED this _____ day of _____, 20_____.

APPROVED:

Mayor

ATTEST:

City Clerk

(SEAL)

VOTE:

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

Moved by: _____

Seconded by: _____

APPROVED AS TO FORM:



City Attorney

CITY OF LAS CRUCES

PURCHASING MANAGER'S REQUEST TO CONTRACT

For Meeting of: July 21, 2014

Resolution No.: 13-14-405

Contract Purchase For Munson Senior Center HVAC, Reroofing, Renovation, and Multi-purpose Room Addition

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

BID SOLICITATION INFORMATION:

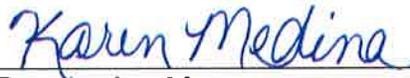
1. Bid Due Date: June 5, 2014
2. Description: **Munson Senior Center HVAC, Reroofing, Renovation, and
Multi-purpose Room Addition**
3. Using Department: **Public Works**
4. Number of Responses Solicited: **Sixty-nine (69)**
5. Number of Responses Received and Accepted: **Four (4)**
6. Recommended Award(s) To: **ESA Construction Inc. of Las Cruces, NM**
7. Total Award Amount (includes any tax and contingency): **\$831,459.38**
8. Contract Duration: **150 calendar days**

LOCAL PREFERENCE FACTOR

Local Preference Factor Applied Per LCMC §24-100	No		LCMC §24-100 not applicable to this solicitation
	Yes	X	Made A Difference To Bid Awards(s)
		X	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**.

 , 7/9/14
 Purchasing Manager Date

CONFIRMATION OF FUND ENCUMBRANCE:

REQUISITION or PURCHASE ORDER NUMBER:	TBD
---------------------------------------	------------



Bid Tabulation
 Munson Senior Center: HVAC-Reroof-Addition
 Bid Number: 13-14-405
 for the City of Las Cruces
 Bid Opening: Thursday, June 5, 2014 / 2:00 p.m. local time

Bids										Preferences			
Firm	Addenda Received	Bid Signed	License No.	BASE BID	ADDITIVE ALT. NO. 1	Resident Contractor	Resident Veteran	Local	Prof. applied (max. of 10%)	Bid Amt. less applied pref.			
Classic Industries, Inc. 921 Bleimeyer Road Las Cruces, NM 88005	1	✓	55595	\$743,452.00	\$36,595.00			✓ 5% \$39,002.35	5% \$39,002.35	\$741,044.65			
ESA Construction 3435 Girard NE Albuquerque, NM 87107	1	✓	28493	\$660,000.00	\$780,047.00 * \$45,000.00 \$705,000.00 *	✓ 5% \$35,250.00		✓ 5% \$35,250.00	10% \$70,500.00	\$634,500.00			
G. Sandoval Construction 2000 E. Lohman, Ste. C Las Cruces, NM 88001	1	✓	81118	NON - COMPLIANT BID									
R-Con Construction, Inc. 3401 Montecito Ct. Las Cruces, NM 88011	1	✓	61614	\$697,449.06	\$49,028.24 \$746,477.30 *		✓ 7% \$22,394.32	✓ 5% \$37,323.87	10% \$74,647.73	\$671,829.57			

* Cumulative Totals

Prepared by: 6-9-14
 Tomás Méndez, AIA.
 Architect, City of Las Cruces

Verified by:
 Purchasing Section, City of Las Cruces

DRAFT 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 «twenty-second (22nd)» day of «July» in the year «2014»
thousand fourteen (2014) »
(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 20000 / Las Cruces, NM 88004»

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

«ESA Construction, Inc.» «»
«645 El Molino»
«Las Cruces, New Mexico 88005»
«»

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

«Munson Senior Center HVAC-Reroof-Addition CLC Bid 13-14-405»
«975 South Mesquite»
«Las Cruces, NM 88005»

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

«Studio D Architects, PA» «»
«509 South Main Street»
«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.

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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- 5 PAYMENTS
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- 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.)

« Date to be fixed in a written notice to proceed issued by the Architect on behalf of the Owner. »

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

« »

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than «one hundred fifty» («150 ») 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 «seven hundred five thousand and no/100 dollars» (\$ «705,000.00 »), 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.....	\$660,000.00
Bid Alternate No. 1 (Split System installation).....	\$ 45,000.00 »

§ 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
Gas and Water service connection / development fees	\$5,000.00

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 «first » day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the «twenty-first » day of the «same » month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than «twenty-one » («21 ») days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract

Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 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 « » percent (« » %)~~. 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 (« » %)~~;
- .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:~~

«No later than 21 days after acceptance by the Owner of the Architect's final Certificate for Payment. »

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 allowed by State statutes. ~~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)

«Tomas Mendez »
«Architect, City of Las Cruces »
«P. O. Box 20000 »
«Las Cruces, New Mexico »
«575-541-2583 »
«tmendez@las-cruces.org »

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

«tbd »
« »
« »
« »
« »
« »

§ 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:

« »

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
[FILL IN BY ARCHITECT]			

§ 9.1.4 The Specifications:

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

« »

Section	Title	Date	Pages
[FILL IN BY ARCHITECT]			

§ 9.1.5 The Drawings:

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

« »

Number	Title	Date
[FILL IN BY ARCHITECT]		

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
[FILL IN BY ARCHITECT]		

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.)

«Instructions to Bidders
 New Mexico Department of Workforce Solutions Wage Decision DA-14-0252B
 Bond Forms »

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 [FILL IN BY CLC]	Limit of liability or bond amount (\$0.00)

This Agreement entered into as of the day and year of the Owner's signature below ~~first written above~~.

OWNER (Signature)

«City of Las Cruces »
 Karen Medina, Purchasing Manager »
 (Printed name and title)

CONTRACTOR (Signature)

«ESA Construction, Inc. »
 Authorized Representative »
 (Printed name and title)

APPROVED AS TO FORM:

 City Attorney