CITY OF SANTA FE AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT Item#18-0349

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT between the City of Santa Fe (the "City") and FacilityBUILD, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

- A. Under the terms of the Agreement, the Contractor shall provide professional construction and mitigation services to the City for CIP project #646, airport terminal building remodel for structural support and abatement of ACM carpet tile mastic and mastic residue as shown on attached Exhibit "A".
- B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. <u>SCOPE OF SERVICES</u>

Article 1, of the Agreement is amended to add additional services, so that Article 1, paragraph F reads in its entirety as follows:

F. Professional construction and mitigation services as shown on attached Exhibit "A-1".

2. <u>COMPENSATION.</u>

Article 3, paragraph A of the Agreement is amended to increase the compensation by fifteen thousand eight hundred forty eight dollars and thirty six cents (\$15,848.36) as described in Exhibit "A-1" attached hereto and incorporated herein, so that Article 3, paragraph A reads as follows:

A. The City shall pay to the Contractor in full payment for services rendered a sum not to exceed one hundred twenty six thousand six hundred three dollars and sixty one cents (\$126,603.61), inclusive of applicable gross receipts taxes.

3. <u>AGREEMENT IN FULL FORCE.</u>

Except as specifically provided in Amendment No. 1, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the date set forth below.

To a solution of the content as of the c	ate but forth butow.
CITY OF SANTA FE: ERIK LITZHUBERG,	CONTRACTOR: FacilityBUILD, Inc. CAMERON KILCUP, PRESIDENT
INTERIM CITY MANAGER	ZAIVIERON KILCOF, FRESIDENT
Date: 0/21(10	Date: 6 / 8 / / 8 NM Taxation & Revenue CRS # 02-947637-00-2 City of Santa Fe Business Registration # 18-00110356
ATTEST:	
YOLANDA Y. YIGIL, CITY CLERK	
APPROVED AS TO FORM: MD// GENO ZAMORA, INTERIM CITY ATTORNEY	

VG. INTERIM FINANCE DIRECTOR

INÉ ITEM NO. 52810.572970

Facility Design - Build - ON-CALL

Cost Proposal Project Name:

City Of Santa Fe- Airport TSA Baggage

Physical Job Address: 121 Aviation Dr. Santa Fe, NM 87507

Cost Breakdown (Per CSI Division 1-16):

	General Requirements: Construction Design and Engineering (if applicable), Building Construction	
Div: 1	Permits, General Liability and Builders Risk Insurance, Project Management and Coordination,	
DIV: 1	Weekly Construction Progress Documents, Construction Administration, Submittals, Product Approval	
	Process, Quality Assurance and Quality Control inspections, Temporary Facilities and Utilities, Waste	
	Management, Regulatory Control, Safety Plan, Closeouts and Training	\$16,072.84
	Site work/Demolition: Provide labor and material to remove the existing roll up door on the exterior	
Div: 2	wall and salvage for owner, demolish and dispose of walls including the concrete wall between the	
	scanner room and baggage area	\$9,871.96
	Concrete: NA	
Div: 3		\$0.00
	Masonry: N/A	
Div: 4		\$0.00
	Metals: NA	40.00
Div: 5	•	60.00
	Wood & Plastics: N/A	\$0.00
Div: 6		
	Thermal/Moisture: NA	\$0.00
Div: 7	Themson work and the state of t	
		\$0.00
Dh 0	Doors & Windows: Provide labor and material to remove the OHD 626 rapid slat roll up door in the front area and relocate it to exterior wall, install a painted aluminum storefront with wide stile doors	
Div: 8	and clear insulated low-E tempered glass based on 1 -5' x 7' pair of doors with transom.	\$44.430 TC
	Finishes: Provide labor and material to frame, drywall, texture and patch areas where demo	\$14,136.78
Div: 9	occurred, primer and paint the walls, and install new Aladdin 10 year unravel carpet tiles with 4" vinyl	
	base w/toe.	\$8,328.37
Dłv: 10	Specialties: NA	
DIV: 10		\$0.00
	Equipment: Provide labor and material to install (1) 10' x 30" wide belt, power belt conveyor,	/ (*)
Div: 11	adjustable legs and auto start and cladding, install (2) 7' x 30" wide rollers, roller swing up bracket,	*** * * * * * * * * * * * * * * * * * *
	adjustable legs and cladding, install (1) baggage slide	\$30,841.46
Div: 12	Furnishings:	# 0.00
	Special Construction: N/A	\$0.00
Dlv: 13		
-	Consider Australia MA	\$0.00
Div: 14	Conveying Systems: N/A	
		\$0.00
D4 4=	Mechanical/Plumbing: Provide labor and material to remove an existing baseboard radiator	
Div: 15	connecting the supply and return lines for the radiaator on the floor, and relocating of the pipe and elbow that is currently exposed	\$4 942 A
	Electrical: Provide labor and material to electrical demo , install new surface mount single phase 100	\$1,843.64
Div: 16	amp panel, install new power poles for the electrical and data to the new scanner, and install a pull	
	box and conduit for the fiber optic jumper cable	\$21,042.36
	Subtotal	\$102,137.4°
	NM GRT @ 8.4375%	\$8,617.84
	5 6 6 6 6 6 6	44,411.0-
	TOTAL	

FacilityBUILD

Services Agreement/General Conditions

- 1. Seepe of Work: Contractor agrees to furnish necessary labor, materials, supplies, equipment; tools and subcontractors to perform and complete in a professional workmanlike manner, the services as described under the attached scope of work. All conclusions and recommendations regarding the work represent the professional opinions of Contractor personnel involved in the work and should not be considered a legal interpretation of existing codes or regulations. Contractor assumes no responsibility for errors in architectural plans/specifications, existing code deficiencies, or incorrect information provided by Owner/Client that Contractor relied on in preparing proposal/estimates.
- 2. Payment: 100% upon completion of scope of work unless credit arrangements have been made, or work duration is longer than one (1) month. Then the contractor will submit invoices monthly, or as otherwise agreed, for completed portions of services or additional work authorized pursuant to Paragraph 5 herein. Owner/Client agrees to pay the invoiced amount within 20 days from date of invoice. Any payment not received by Contractor within 30 days shall be considered delinquent and the amounts due contractor shall accrue a late charge of 1 1/2% per month for each month from date of invoice. In the event any payment due Contractor under the terms of this Agreement is delinquent, Contractor may suspend all services until all delinquent payments have been received.
- 3. Additional Work: The Owner/Client, without invalidating the Agreement, may order changes in the work within the general scope of the Agreement consisting of additions, deletions or revisions of the scope, cost of services and time being adjusted accordingly. All such changes in the work shall be authorized in writing. The cost or credit to the Owner/Client resulting from a change in the work shall be determined by one or more of the following: by mutual agreement of either a lump sum, and/or unit price to be multiplied by the units worked in determining the total sum; hourly rate per man hour multiplied by the man hours expended; or by other mutually agreeable cost methods. Where differing site conditions are encountered that materially affect the Contractor's cost of completing the scope of work, the Contractor will notify the Owner/Client and will use his best professional judgment in assisting the Owner/Client in deciding how to proceed. The cost of services will be equitably adjusted by written changer order or supplemental agreement between both parties within twenty (20) days from the first observance of the differing site condition,
- 4. Access Approvals Permits: Owner/Client shall arrange for access and make all provisions for Contractor to enter public and private property as required for Contractor to perform the specified services. Owner/Client shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approval and consent from others as may be necessary. Owner/Client is responsible for informing Contractor of the structures. Contractor will not be responsible for inadvertent damage to utility locations of any underground lines or other subsurface structures that were not made known to Contractor prior to the start of work pursuant to Paragraph 5 herein.
- 5. Client information: Work will not commence until the Contractor has received a duly executed copy of this contract. The Owner/Client shall direct its officers, directors, employees, subcontractors and agents to render reasonable assistance and to provide (promptly upon request) any necessary or appropriate data to the Contractor in connection with its performance under this agreement. Any data furnished shall be furnished at the Owner/Client's expense, and the Contractor shall be entitled to rely upon its accuracy and completeness. The Owner/Client shall locate for the Contractor, and shall assume responsibility for the accuracy of his representations, as to the locations of all underground utilities, tanks, structures, or other installations, unless the express responsibility of the Contractor as stated in the "Scope of Work".
- 6. <u>Executancies</u>: In an emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation and/or extension of time

claimed by the Contractor on account of emergency work shall be determined as set forth under Paragraph 3, Additional Work.

- 7. Hazardous Substances: Nothing herein shall be construed or interpreted as requiring Contractor to identify hazardous substances or assume the status of a generator of any hazardous substances or hazardous materials, as those terms are defined under any applicable federal, state and local laws, statutes regulations. ordinances, rules or orders. If any hazardous, toxic or dangerous substances as defined by federal, state or local laws, statutes, regulations, ordinances, rules or orders, ("Hazardous Substances") are encountered at the site, Contractor will stop work and advise the Owner/Client. It is the Owner/Client's responsibility to identify and inform Contractor of Hazardous Substances at the facility. If these Hazardous Substances require handling, transportation or disposal at an off-site facility, Contractor will assist in advising the Owner/Client of the Owner/Client's options. However, Contractor will not "arrange" for disposal of, accept title to, sign manifests for, or take control of any Hazardous Substances, unless express stated in the "Scope of Work". Owner Client shall middlinning and hold Contractor harmless from any claims, damages, fines and fees, litigatie expenses, arising out of or in any way related to identification, handling transportation and disposal of any Hazardous Substances in the course of -Contractor's performance of this Agreement,
- Regionation: The Owner/Client understands that in the normal course of construction work, some minor damage to property may occur including damage to landscaping, pavement, sprinkler systems, and interior building finishes.
 While the Contractor will act to minimize damage, some minor damages may occur.
- 9. <u>Independent Contractor</u>: Contractor shall perform all work under this agreement as an independent contractor, retaining complete control over its personnel and operations and conforming to all legal requirements with respect to its Representatives. Neither Contractor nor its Representatives shall be, or shall be construed to be, in any sense, Owner/Client's employees or agents, or have authority to bind Owner/Client in anyway.
- 10. <u>Insurance:</u> The Contractor shall maintain policies of insurance for the following types of coverage, each with a limit of liability of one million dollars per occurrence and in the aggregate: Worker's Compensation (statutory); Comprehensive General Liability; and Comprehensive Automotive Liability, unless otherwise expressly stated in the "Scope of Work".

11. Indemnity:

- a. Contractor shall indemnify and hold harmless Owner/Ctient, and its respective officers, directors, employees, subcontractors, agents and assigns ("Representatives"). from and against any and all liabilities, claims, causes of action, suits, losses, damages, costs and demands, including reasonable attorneys' fees, resulting from or arising out of, personal injury, including death or property damage, to the extent such injury, death or property damage is caused by the negligence or willful misconduct of Contractor or its Representatives; and, provided that such injury, death, or property damage is not caused by the sole or contributory negligence of Owner/Client, or its Representatives; and provided further, that Contractor's liability hereunder shall be limited to and not exceed the insurance coverage and limits of liability identified in Paragraph 10 or the total cost of services under of this agreement, whichever amount is less.
- b. Owner/Client shall indemnify and hold harmless Contractor, and its/
 Representatives, from and against any and all liabilities, claims, causes of actions
 suits, losses, damages, costs and demands, including reasonable attorneys' first
 resulting from or arising out of, personal injury, including death or property
 damage, to the extent such injury, death or property damage is caused by the
 negligence or willful misconduct of Owner/Client or its Representatives; and
 provided further than such injury, death, or property damage is not caused by
 the sele or contributory negligence of Contractor or its Representatives.

Services Agreement/General Conditions

- Dispute Resolution: All claims, disputes and other matters in question between the Contractor and Owner/Client arising out of, or relating to, this agreement or breach thereof, shall first be submitted to non-binding mediation. Then if still unresolved, the dispute will be decided by arbitration in accordance with the construction industry rules of the American Arbitration Association. unless the parties mutually agree otherwise. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notice of Demand for mediation arbitration shall be filed in writing with the other party to the contract agreement within 90 days after the claim, dispute or other matter in question has arisen.
- 13. Termination: If the work is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, through no act or fault of the Contractor or its Representatives, or if the Owner/Client has failed to make payment as provided in this Agreement for work performed, then the Contractor may at his option provide three (3) days notice to the Owner/Client, terminate this agreement and recover from the Owner/Client, payment for all work completed, with all costs arising out of such termination, and for any proved loss sustained upon any materials, equipment, and tools including reasonable profit and damages.
- 14. Safety/Health: By virtue of entering into this Agreement and providing services hereunder. Contractor does not assume responsibility for any existing conditions at the site that may present a danger, either potential or real, to the health, safety or the environment, except as set forth in the "Scope of Work".
- 15. Delays: If the Contractor is delayed at any time in the progress of the work by an act or omission of the Owner/Client, or his employees or separate contractors employed by the Owner/Client, or by changes ordered in the work, or by labor disputes, fire, unusual delay in deliveries, adverse weather conditions, permit requirements, interpretive (subjectively/capriciously enforced) code review and inspections, unavoidable casualties or other causes beyond the Contractor's control, or by delay pending arbitration, or by other causes which the Owner/Client and Contractor agree may justify delay, then the contract time shall be reasonably extended.
- 16. Standard of Care/Warranty: The standard of care for all construction services performed under this Agreement shall be the care and skill ordinarily used by the construction trades working under similar conditions at the same time and locality. The Contractor warrants to the Owner/Client that the construction shall be new unless otherwise specified, of good commercial quality, in conformance with the Contract Documents and free of defects in materials and workmanship for one (1) year from substantial completion. This warranty does not apply to patch and repair work.
- 17. Design Build: In addition to all other terms and conditions of this Agreement, the following articles are relevant to Design-Build projects where Contractor is acting in the capacity of Designer-Builder.
- a. Owner/Client shall provide Contractor with Owner/Client's Project criteria. Project criteria includes: use, space, budget, time, site, performance and expandability requirements, limitations, objectives and other relevant information. Unless otherwise stated in the scope of work, the Owner/Client will also provide, at its own cost and expense, the following:
 - Surveys describing the property, boundaries, topography and reference points for use during design and construction, including existing service and utility lines;
 - Geotechnical studies describing soils and subsurface conditions;
 - Legal description of the site;
 - As-built facility drawings and construction documents, if available;
 - * Environmental site evaluations and impact studies identifying existing hazardous conditions.

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2/9/2018

- b. The Contractor may establish an estimate for the work based upon the Contractor's understanding of the scope of work at the time of this Agreement. The estimate will be refined during design development and replaced by a Guaranteed Maximum Price (GMP) or as agreed to by the Owner/Client and the Contractor.
- c. All drawings, specifications and other documents and electronic data furnished by Contractor to Owner/Client under this Agreement ("Work Produced") are deemed to be instruments of service and Contractor shall retain an ownership and property interest therein. In the event Owner/Client fails to enter into a design-build contract on the Project with Contractor and proceeds to design and construct the Project through its employees, agents or third parties, the Contractor shall grant Owner/Client a limited license to use the Work Product to complete the Project conditioned on the following:
 - Use by Owner/Client of the Work Product is at Owner/Client's sole risk and without liability or legal exposure to Contractor or anyone working by or through Contractor, including design professionals, Owner-shall-defend, indemnify and hold harmless the Contractor, design professionals, and designbuild-subcontractors from any and all claims, damages, insees, and expenses, including attorneys' fees arising out of or resulting from the Work Product.
 - * Owner/Client agrees to pay Contractor a reasonable agreed upon sum as compensation for the right to use the Work Product in accordance with this article.
- d. The Contractor shall submit to Owner/Client interim design submissions to support the overall project schedule. When needed, the Owner/Client and Contractor shall meet and confer regarding the evolution of the design including changes and deviations. The Owner/Client shall review and provide responses to the interim submissions within the turnaround times set forth in the Project schedule or as agreed.
- 18. Assignment: Neither Contractor nor Owner/Client shall without written consent of the other party assign or transfer any portion or part of its obligations under this Agreement.
- 19. Governing Law: This Ai reement shall be governed by the laws of querque, New Mexico, wi hout giving effect to its conflict of law principle unfate,
- 20. Sevembility: If any of these General Conditions shall be finally determined to be invalid and unenforceable in sole or in part, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties. The parties agree to reform the Agreement between them to replace any such invalid or unenforceable provision that comes as close as possible to the intention of the stricken provision.
- 21. Limitations of Liability: In no event will the contractor be liable to the Owner/Client or anyone else (including third-party beneficiaries), for any consequential, incidental, special or indirect damages, including lost revenue and profits, that result in anyway connected with the services provided herein. The Owner/ Client agrees that the liability of the Contractor arising out of any kind of legal claim (whether in contract, tort or otherwise) in anyway connected with the services provided will not exceed the amount the Owner/Client originally paid the Contractor for the service or the insurance coverage and limits of liability identified in paragraph 10, whichever amount is less.



CONSTRUCTION COST PROPOSAL

Date: 5/18/2018				RFE: 18	-142
City Of Santa Fe-Publ Curt Temple	•		Cost Proposal Project Name: Procurement Contract:	Baggage WOA: Abatement	Fe- Airport TSA #1 Structural &
P.O. Box 909 2651 W	'. Siringo Rd., Bldg E.		Email address:	cetemple@ci.sa Telephone # 50	
Physical Job Address	: 121 Aviation	n Dr. Santa Fe, NM 8750)7		
Plans and specification	ns provided by:	FacilityBUILD			
residue, clearance tes 7' HM frame with HM Includes:	sting,demolish and rerr doors for temporary us	move a 11'-10" x 10' sect se, remove once the stor	abatement and removal of ACM tion of the concrete wall and inst refront is ready for install. surance; permits, - Unless specil	stall structural sup	oport, install a 5' x
Excludes: Repair or replacemen	t of existing architectu	ıral. structural. electrical,	, fire systems, life safety, code v	violations, hidden	conditions or
		,	mo ojotome, me eeee, eee		\$14,615.20
NM GRT (@ City Of Sant	ta Fe 8.43	375%		\$1,233.16
				TOTAL	\$15,848.36
FacilityBUILD's Auti	orized Signature:		and anguste	date	5/18/2019
Acceptance: The above so specified. Costs are valid f		Louie Campos M. and Services Agreement Gene	Lcampos@fecilitypuild.com eral Conditions are hereby actepted. Y	'ou are authorized to	/ / do the work as
Project Name:	City Of Santa Fe- A	irport TSA Baggage WC	DA#1 Structural & Abatement		
Client Authorized Signature	anature;			date	

FacilityBUILD, Inc.

This agreement is the only agreement expressed or implied in which the work will be completed. The agreement takes precedent over any previous oral agreements

Exhibit "A-1"

and representations. See attached General Conditions on pages 3 and 4 of this proposal.

Facility Build . ON-CALL

Cost Proposal Project Name:

City Of Santa Fe- Airport TSA Baggage WOA#1 Structural & Abatement

Physical Job Address: 121 Aviation Dr. Santa Fe, NM 87507

Cost Breakdown (Per CSI Division 1-16):

DS Mear	NM GRT @ 8.4375%	\$1,233.1 \$15,848.3	
		\$14,615.2	
Div: 16	Electrical: NA	\$0.0	
Div: 15	Mechanical/Plumbing: NA	\$0.0	
Div: 14	Conveying Systems: N/A	\$0.0	
Div: 13	Special Construction: N/A	\$0.0	
Div: 12	Furnishings: N/A	\$0.0	
Div: 11	Equipment: NA	\$0.0	
Div: 10	Specialties: NA	\$0.0	
Div: 9	Finishes: NA	\$2,852.6 \$0.0	
Div: 8	Doors & Windows: Provide labor and material to install a 5' x 7' HM frame with HM doors for temporary use, remove once the storefront is ready for install.		
Div: 7	Thermal/Moisture: NA	\$0.0	
Div: 6	Wood & Plastics: NA	\$0.0	
Div: 5	Metals: NA	\$0.0	
Div: 4	Masonry: NA	\$0.0	
Div: 3	Concrete Demo: Provide labor and material to demolish and remove a 11'-10" x 10' section of the concrete wall and install structural support per the engineers report.	\$1,889.1	
Div: 2	Site work/Demolition: Provide labor and material to fence in the west side opening to the baggage claim room with 6' high barbed wire fence, abatement and removal of ACM carpet tile mastic and mastic residue, clearance testing.	\$7,530.5	
Div: 1	General Requirements: Construction Design and Engineering (if applicable), Building Construction Permits, General Liability and Builders Risk Insurance, Project Management and Coordination, Weekly Construction Progress Documents, Construction Administration, Submittals, Product Approval Process, Quality Assurance and Quality Control inspections, Temporary Facilities and Utilities, Waste Management, Regulatory Control, Safety Plan, Closeouts and Training	\$2,342.8	

Facility Design . Build . On-Call

CONSTRUCTION COST PROPOSAL

Date:

2/9/2018

RFE: 18-142

City Of Santa Fe-Public Works Dept.

Curt Temple

P.O. Box 909 2651 W. Siringo Rd., Bldg E.

Cost Proposal Project Name:

City Of Santa Fe- Airport TSA

Baggage

Procurement Contract: 0

Email address: cetemple@cl.santa-fe.nm.us

Telephone #: 505-955-5935

Physical Job Address:

121 Aviation Dr. Santa Fe. NM 87507

Plans and specifications provided by:

FacilityBUILD, Inc.

Scope of Work:

Per attached plans by FacilityBUILD Dated 1/30/2018, Sheets A-1 to A-2 and as noted below; Provide labor and material to remove the existing roll up door on the exterior wall and salvage for owner, remove the roll up door in the front area and relocate it to exterior wall,remove the storefront door and window unit, demolish and dispose of walls between the scanner room and baggage area, install (1) 10' x 30" wide belt, power belt conveyor, adjustable legs and auto start and cladding, install (2) 7' x 30" wide rollers, roller swing up bracket, adjustable legs and cladding, install (1) baggage slide, frame, drywall and patch areas where demo was done, remove the existing baseboard radiator, relocate one pipe and elbow, primer and paint the walls, electrical demo, install new surface mount single phase 100 amp panel, install new power poles for the electrical and data to the new scanner, install a pull box and conduit for the fiber optic jumper cable, install a new double door storefront with a transom, and install new Aladdin 10 year unravel carpet tiles with 4" vinyl base w/toe.

Includes:

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

Clarification: 1.)This proposal does not include afterhours/weekend work 2.)This proposal includes structural engineering only- Once engineering report is complete FB will provide additional cost if needed per structural report

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

Cost Brea	akdown Subtotal (page :	2):					\$102,137.41
NM GRT	@ City Of Santa	a Fe	8.4375%				\$8,617.84
					4	TOTAL	\$110,755.25
FacilityBUILD's Aut	hortzed Signature:		<u> </u>	1 mark	1.	date	2/9/2018
Acceptance: The above s Costa are valid for 30 days	cope of work, cost proposal a	Louie Campus Jr. nd Services Agreen		impos@racity bull dilions are heartly a		are authorized to e	do the work as specified.
Project Name:	City Of Santa Fe- Air	port TSA Dagge	299	<i>(</i>).			
Client Authorized S	ignature:	Doct	Sins			date	2/28/19
This agreement is the only representations. See atta	v agreement expressed or imp ched General Conditions on p	T lied in which the wo leges 3 and 4 of this	ork will be complete proposel.	ed. The agreement	takes precede	ent over any previo	, ous oral agreements and

FacilityBUILD, Inc.

NM Contractors License: # 88678 - GB98, MM98, EE98, GA98, GF98, GF05 and GS04 5904 Florence Avenue NE, Albuquerque, NM 87113 Phone (505) 828-0060 Fax: (505) 823-0816 www.facilitybuild.com