

City of Santa Fe Contract
Fort Marcy Women's Locker Room Remodel

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **CES/FacilityBuild, Inc** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "Price Agreement" means a definite quantity contract or indefinite quantity contract which requires the Contractor to furnish items of tangible personal property or service to the procuring agency which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

D. "Products and Services schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

E. "You" and "your" refers to **CES/FacilityBuild, Inc.** "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

The **Scope of Work** the contractor shall provide to the City shall include, but is not limited to, the following:

A. The contractor shall provide professional construction services for the Renovation of the Women's Locker Room at the Fort Marcy Recreation Complex Project.

B. See the attached architectural plans marked "Exhibit A" attached hereto and made a part thereof from John Barton Architects, LLC to include the following, but is not necessarily inclusive to the items listed below:

I. **DEMOLITION:**

- a. EXISTING LOCKERS TO REMAIN. PROTECT FROM DAMAGE.
EXISTING CONC. BENCHES TO REMAIN UNDAMAGED. PREPARE
FOR PATCHING AND PAINTING.

- b. REMOVE ALL EXISTING PLUMBING FIXTURES, LAVATORIES, TOILETS, URINALS, DISPENSERS, MIRRORS, PARTITIONS, ETC. DISPOSE UNLESS OWNER CLAIMS FOR REUSE ELSEWHERE.
- c. REMOVE ALL FLOOR DRAINS AND PREPARE FOR NEW DRAINS.
- d. REMOVE PORTION OF CMU WALL & PREPARE FOR NEW DOOR.
- e. REMOVE PARTITIONS AND SHOWER PIPING. CAP LINES.
- f. REMOVE EXISTING DOORS, FRAMES AND HARDWARE.
- g. REMOVE ALL TILE FROM WALLS THROUGHOUT.
- h. REMOVE AND SAVE FOR REINSTALLATION GRAB BARS AND SHOWER FIXTURES. PROTECT FROM DAMAGE.
- i. REMOVE EXISTING HOOKS.
- j. GRIND DOWN, CLEAN OFF PAINT AND PREPARE FLAT CONCRETE FLOOR AREAS FOR NEW TILE WORK TRHOUGHOUT.
- k. REMOVE EXISTING CONC. BENCHES & PREPARE FOR NEW BENCHES.
- l. REMOVE EXISTING THERMOSTADT AND SAVE FOR REINSTALLATION AFTER TILE WORK.
- m. REMOVE EXISTING TRASH RECEPTACLE AND MIRROR.
- n. EXISTING FIRE EXTINGUISHER TO REMAIN
- o. REMOVE AND SAVE FOR REINSTALLATION EXISTING SIGNAGE THROUGHOUT
- p. REMOVE PORTION OF CMU WALL FOR ADA CLEARANCE
- q. LINE OF CONCRETE FLOOR AREAS TO BE CUT OUT AND REMOVED, ALLOW FOR UP TO 11 INCH THICK SLABS, PREPARE AREAS FOR SLOPED NEW CONCRETE FLOORS AND DRAINS AS PER NEW FLOOR PLAN.

II. NEW WORK:

- a. EXISTING LOCKERS TO REMAIN. PROTECT FROM DAMAGE. EXISTING CONC. BENCHES TO REMAIN AND TO BE PATCHED AND PAINTED.
- b. INSTALL NEW PLUMBING FIXTURES, LAVATORIES, TOILETS, URINALS, DISPENSERS, MIRRORS, PARTITIONS, ETC. SEE FIXTURE,, ACCESSORY AND EQUIPMENT SCHEDULES, SHEET A-4.
- c. NEW FLOOR AND TRENCH DRAINS, SEE HARDWARE SCHEDULE, SHEET A-4
- d. NEW 8" CMU WALL INFILL TO MATCH EXISTING.
- e. NEW 8" CMU WALL AND SHOWER ENCLOSURES.
- f. NEW ALUMINUM DOORS, FRAMES AND HARDWARE. SEE SCHEDS. A-4
- g. NEW WALL TILE OVER 1 / 4 " BACKER BOARD THROUGHOUT. SEE ELEVATIONS & DETAIL 1/A-4
- h. NEW GRAB BARS. PROTECT FROM DAMAGE. SEE ELEVATIONS SHEET A-2 AND SCHEDULES SHEET A-4.
- i. NEW HOOKS IN BOTH MEN'S AND WOMEN'S LRS. NEW HOOKS TO MATCH EXISTING IN WOMEN'S LR. LOCATE 5% OF HOOKS AT NO MORE THAN 48" AFF FOR ADA COMPLIANCE.

- j. FLOORS THROUGHOUT TO RECEIVE NEW TEXTURED 6"X6" CERAMIC TILE. SLOPED FLOOR AREAS TO RECEIVE NEW 4" SLABS WITH NEW SLOPES AS INDICATED TO DRAINS @ 1 / 4 INCH PER FOOT (1:50). SEE DETAIL 1/A-4
- k. INSTALL 8 NEW ADA COMPLIANT LOCKERS ON TOP OF EXISTING PORTION OF CONC. BENCH TO REMAIN. NEW LOCKERS TO MATCH EXISTING LOCKERS. SEE ELEVATIONS, SHEET A-2, SCHEDULES SHEET A-4.
- l. NEW CONCRETE ADA COMPLIANT BENCHES. 22" X 44". BENCHES TO MATCH EXISTING LOCKER ROOM CONCRETE BENCHES. SEE ELEVATIONS.
- m. NEW BABY CHANGING STATION. COMPLY WITH ANSI 603.5. SEE SCHEDULE
- n. NEW SOLID PLASTIC PARTITION AND DOORS. SEE DOOR SCHEDULE, A-4
- C. See the attached bid form marked "Exhibit B" attached hereto and made a part thereof from FacilityBuild, Inc, which documents FacilityBuild's accepted proposal.
- D. See the attached CES Documentation marked "Exhibit C" attached hereto and made a part thereof from FacilityBuild, Inc, which documents FacilityBuild's approved participation in the CES cooperative purchase agreement.
- E. See the attached information submission summary marked "Exhibit D" attached hereto and made a part thereof from FacilityBuild, Inc, which documents FacilityBuild's preliminary schedule for this project.
- F. See the attached warranty document marked "Exhibit E" attached hereto and made a part thereof from FacilityBuild, Inc, which documents FacilityBuild's warranty for this project.

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

<u>Deliverable item:</u>	<u>U/I (unit of issue)</u>	<u>Price</u>
01 4A Lump Sum Price		\$190,608.51
02 NMGR (8.4375%)		\$16,082.59

The total compensation under this Agreement shall not exceed **\$206,691.10** - including New Mexico gross receipts tax

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

- A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City

shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Issuance of Orders - Only written signed orders are valid under this Price Agreement. A Purchase Order is the approved form for the City issuing Contract Orders under this Price Agreement.

C. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on 6/30/2020. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Vendor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Vendor to meet the

required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. Termination

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

8. Amendment

This Price Agreement may be amended by mutual Agreement of the City and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement SHALL NOT AFFECT ANY OUTSTANDING ORDERS issued prior to the effective date of the amendment as mutually agreed upon. Amendments affecting price adjustments and/or extension of contract expiration are not allowed unless specifically provided for in the bid and contract documents.

A. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of

receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

A. Neither this price Agreement nor any orders placed under this price Agreement, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 10B below or as expressly authorized in writing by the City. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this price Agreement.

B. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the City as to goods, services, and materials purchased in connection with this bid are hereby assigned to the City.

11. **Subcontracting**

The Contractor shall not subcontract any portion of any services to be performed under this Agreement without written approval from the City. The following sub-contractor(s) have been approved to supply resources for this Agreement
<None>.

12. **Non-Collusion**

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Vendor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the City.

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

27. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

28. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

29. **Workers' Compensation**

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

30. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

31. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement,

the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
- (2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
- (2) terminate the contract for default.

32. **Insurance**

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

- a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
- b. Property damage or combined single limit coverage: \$1,000,000.
- c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
- d. Umbrella: \$1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

33. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

34. **Invalid Term or Condition**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

35. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

36. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

- i. give the Contractor prompt written notice within 48 hours of any claim;
- ii. allow the Contractor to control the defense of settlement of the claim; and
- iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or,
- iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

37. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

38. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

39. **Suspension, Delay or Interruption of Work**

The City 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 City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the

jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

40. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

J. Sam Burnett, Project Administrator
City of Santa Fe
jsburnett@santafenm.gov
(505) 955-5933
2651 Siringo Road, Building E
Santa Fe, New Mexico 87504

To Contractor:
Cameron Kilcup, President
FacilityBuild, Inc
camkilcup@facilitybuild.com
(505) 828-0060
5904 Florence Ave, NE
Albuquerque, New Mexico 87113

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To Contractor:
Cameron Kilcup, President
FacilityBuild, Inc
camkilcup@facilitybuild.com
(505) 828-0060
5904 Florence Ave, NE
Albuquerque, New Mexico 87113

41. Succession

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:



ALAN WEBBER
CITY MAYOR

see attached
CAMERON KILCUP
PRESIDENT FACILITY BUILD, INC

DATE: 10/5/18

DATE: _____
CRS#02-947637-00-2
Registration # 18-00110356

ATTEST:


YOLANDA Y. VIGIL
CITY CLERK
CC mtg. 9/26/18

APPROVED AS TO FORM:

 8/13
ERIN K. MCSHERRY
CITY ATTORNEY

APPROVED:

 10/3 ALL
MARY MCCOY
FINANCE DIRECTOR

Business Unit Line Item: 32125.572970 (Municipal Facility Repair/WIP Construction) ✓

41. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:

ALAN WEBBER
CITY MAYOR

DATE: _____

ATTEST:

CAMERON KILCUP
~~PRESIDENT~~ FACILITY BUILD, INC
Vice President

DATE: 09/27/18

CRS#02-947637-00-2

Registration # 18-00110356

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

 8/13

ERIN K. MCSHERRY
CITY ATTORNEY

APPROVED:

MARY MCCOY
FINANCE DIRECTOR

All

Business Unit Line Item: 32125.572970 (Municipal Facility Repair/WIP Construction) ✓

[illegible]

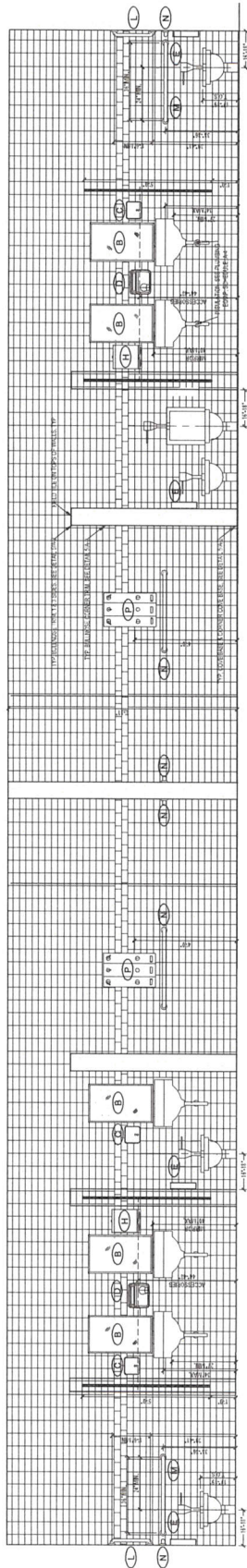


JOHN BARTON ARCHITECTS, LLC
1925 ASPEN DR. # 200-B
SANTA FE, NM 87505 (505) 474-8855

MEN'S & WOMEN'S LOCKER ROOM
ALTERATIONS
FORT MARCOHOP LODGE ROAD
4908 MARCOHOP LODGE CENTER
SANTA FE, NM 87501
PROJECT:

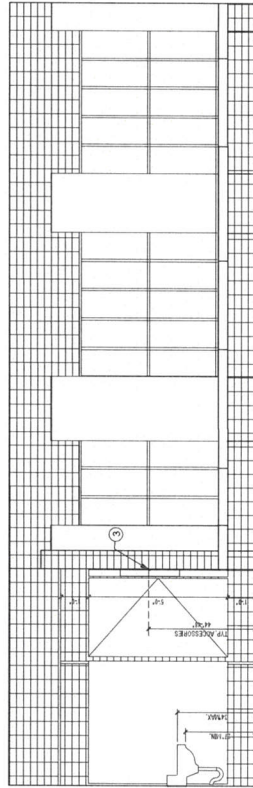
INTERIOR ELEVATIONS
ONE, TWO AND THREE
DETAILS
DRAWING TITLE:

DRAWN: JWB
DATE: 06/20/18
SCALE: AS NOTED
JOB NO.: 290 (C)
SHEET:
A-2
3 OF 7 SHEETS



1 NEW ELEVATION #1 WOMEN'S AND MEN'S LOCKER ROOMS

A-2 SCALE: 1/2" = 1'-0"



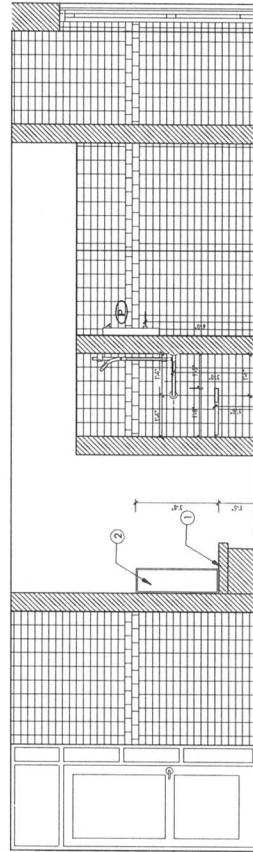
2 NEW ELEVATION #2 MEN'S LOCKER ROOM

A-2 SCALE: 1/2" = 1'-0"

RESTROOM ACCESSORIES KEY*:

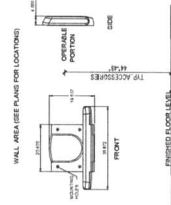
SYM	ITEM
(A)	BABY CHANGING STATION
(B)	MIRROR, ADA
(C)	SOAP DISPENSER
(D)	HAND DRYER
(E)	TWO ROLL TOILET TISSUE DISPENSER
(F)	TOILET SEAT COVER DISPENSER
(G)	MIRROR & TRASH RECEPTACLE
(H)	PAPER TOWEL DISPENSER
(I)	SANITARY NAPKIN DISPENSER
(J)	SANITARY NAPKIN DISPOSAL
(K)	18" MINIMUM ADA GRAB BAR
(L)	36" MINIMUM ADA GRAB BAR
(M)	47" MINIMUM ADA GRAB BAR
(N)	SWIMSUIT DRYER
(O)	REINSTALLED SHOWER HEAD FIXTURES
(P)	NEW ADA LOCKERS

*SEE ACCESSORY SCHEDULE SHIT. A-4 FOR FURTHER INFORMATION



3 NEW ELEVATION #3. ADA BENCH AND SHOWER DETAILS (M&W LRS SIMILAR)

A-2 SCALE: 1/2" = 1'-0"



4 BABY CHANGING STATION DET.

A-2 SCALE: 1/2" = 1'-0"

TRIM	Type	Number	Size
	Wall Bullnose	S-4365 (on 6" side)	3 x 6
	Wall Bullnose	S-4639 (on 8" side)	3 x 6
	Wall Bullnose Corner	SCR/L-4362	3 x 6
	Cove Base	A-3261	3 x 6
	Cove Base Corner	SCR/L-3361	3 x 6

5 TILE TRIM PIECES' DETAILS

A-2 SCALE: NS



JOHN BARTON ARCHITECTS, LLC
1925 ASPEN DR. # 200-B
SANTA FE, NM 87505 (505) 474-8855

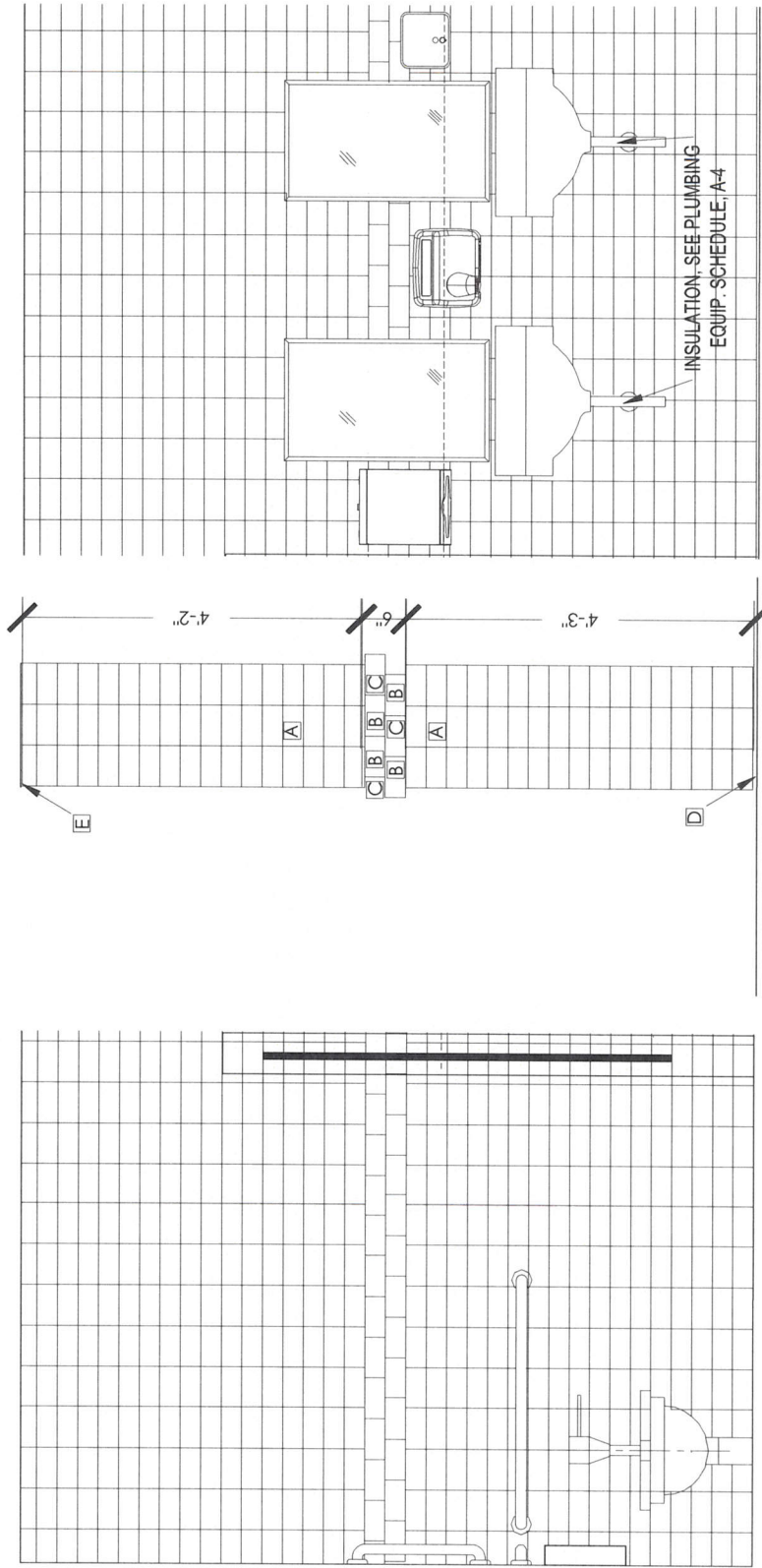
MEN'S & WOMEN'S LOCKER ROOM
ALTERATIONS
FORT MARCY RECREATION CENTER
490 BISHOPS LODGE ROAD
SANTA FE, NM 87501

DETAIL ELEVATIONS
FINISH SCHEDULE
DRAWING TITLE:

DRAWN: JWB
PHASE: CD 2
DATE: 06.2018
SCALE: AS NOTED
JOB NO.: 200 (C)
SHEET:

A-3
4 OF 7 SHEETS

GENERAL NOTES
1. SEE GENERAL NOTES 1 & 2, SHEET 1-1



1 MEN'S TILE DETAIL

SCALE: 1/12" = 1'-0"

2 TILE PLACEMENT DETAIL

SCALE: 1/12" = 1'-0"

3 WOMEN'S TILE DETAIL

SCALE: 1/12" = 1'-0"

1. SEE GENERAL NOTES 1 & 2 SHEET T-1

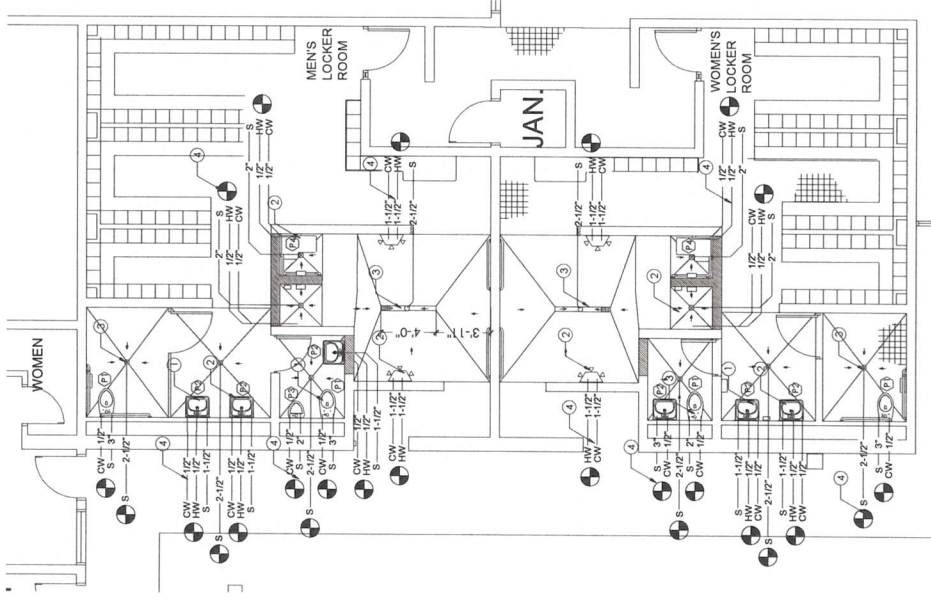
6 OF 7 SHEETS

GENERAL NOTES:

1. SEE GENERAL NOTES 1 & 2, SHEET P-1

KEYED NOTES: PLUMBING

1. REMOVE ALL EXISTING PLUMBING FIXTURES. GIVE OWNER RIGHT OF FIRST REFUSAL FOR FIXTURES. OTHERWISE DISPOSE. SEE DEMOLITION PLAN, SHEET A-1.
2. INSTALL NEW PLUMBING FIXTURES AS INDICATED. SEE FIXTURE SCHEDULE, SHEET A-4.
3. REMOVE ALL EXISTING SEWER, HOT AND COLD WATER LINES WITH ALL NECESSARY TRENCHING AND DEMOLITION. SEE DEMOLITION PLAN, SHEET A-1.
4. INSTALL NEW PIPING AND DRAIN LINES AS INDICATED WITH ALL NECESSARY CONNECTIONS BACK TO EXISTING CONNECTIONS. WATER LINES SHALL BE 1/2" ABOVE FINISH FLOOR. SEWER LINES SHALL BE 12" BELOW FINISH FLOOR. PVC ABOVE THE SLAB. CAST IRON DRAIN LINES IN SLABS. REMOVE ALL DETERIORATED METAL LINES AND PIPES, GALVANIZED, ETC.



1 PLUMBING FLOOR PLAN

P-1 SCALE: 1/4" = 1'-0"

FLOOR PLAN: PLUMBING

DRAWING TITLE:

MEN'S & WOMEN'S LOCKER ROOM ALTERATIONS

PROJECT:
FORT MARCY RECREATION CENTER
490 BISHOPS LODGE ROAD
SANTA FE, NM 87501

JOHN BARTON ARCHITECTS, LLC

1925 ASPEN DR. # 200-B
SANTA FE, NM 87505 (505) 474-8855



DRAWN:	PHASE:
JWB	CD/2
DATE:	06/2018
SCALE:	AS NOTED
JOB NO.:	290 (C)
SHEET:	

P-1

OF 7 SHEETS



JOHN BARTON ARCHITECTS, LLC
1925 ASPEN DR. # 200-B
SANTA FE, NM 87505 (505) 474-8855

PROJECT:
MENS & WOMEN'S LOCKER ROOM
ALTERATIONS
490 BISHOPS LODGE ROAD
SANTA FE, NM 87501

DRAWING TITLE:
FLOOR PLAN: LIGHTING
SPECIAL SYSTEMS & POWER

DRAWN:	PHASE:
JWB	CD 12
DATE: 06/20/18	
SCALE: AS NOTED	
JOB NO.: 290 (C)	
SHEET:	

E-1

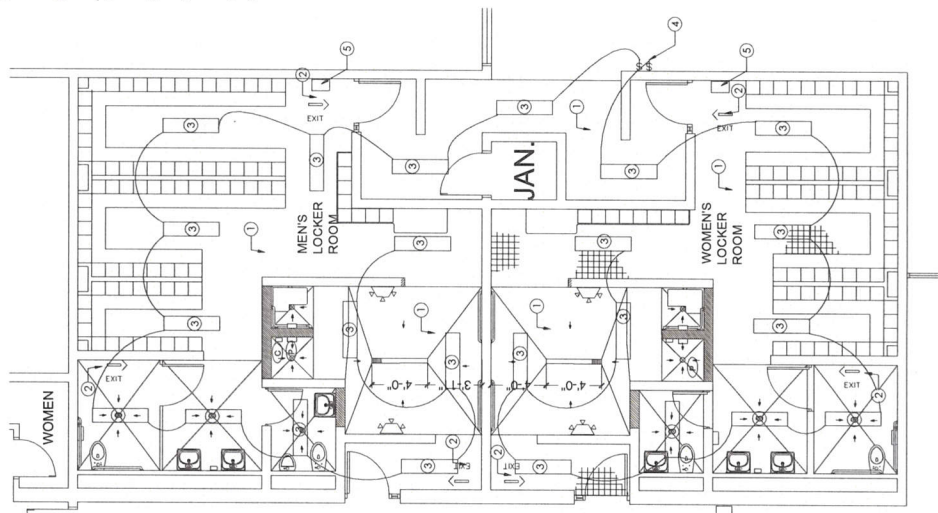
OF 7 SHEETS

GENERAL NOTES

- SEE GENERAL NOTES 1 & 2, SHEET 1-1

KEYED NOTES: LIGHTING & SPECIAL SYSTEMS

- REMOVE ALL EXISTING LIGHT FIXTURES FROM GYMNASIUM, JANITOR BOYS AND GIRLS, AND WIRING BACK TO MAIN SWITCHES. GIVE OWNER RIGHT OF FIRST REFUSAL FOR FIXTURES. OTHERWISE DISPOSE ADDITIVE ALT. # 2.
- INSTALL NEW EXIT SIGNS & BATTERY PACK EMERGENCY LIGHTING ON EXISTING CIRCUITS
- INSTALL NEW LED 17.4" SURFACE MOUNTED FIXTURES WITH ALL NEW WIRING, JUNCTION BOXES, ETC. CONNECT TO EXISTING CIRCUITS AND SWITCHES AS INDICATED. PHILIPS 1X4, 3600 LUMENS LED.
- EXISTING SWITCHES TO BE LOWERED TO 4" FOR ADA COMPLIANCE
- EXISTING SPEAKER TO REMAIN



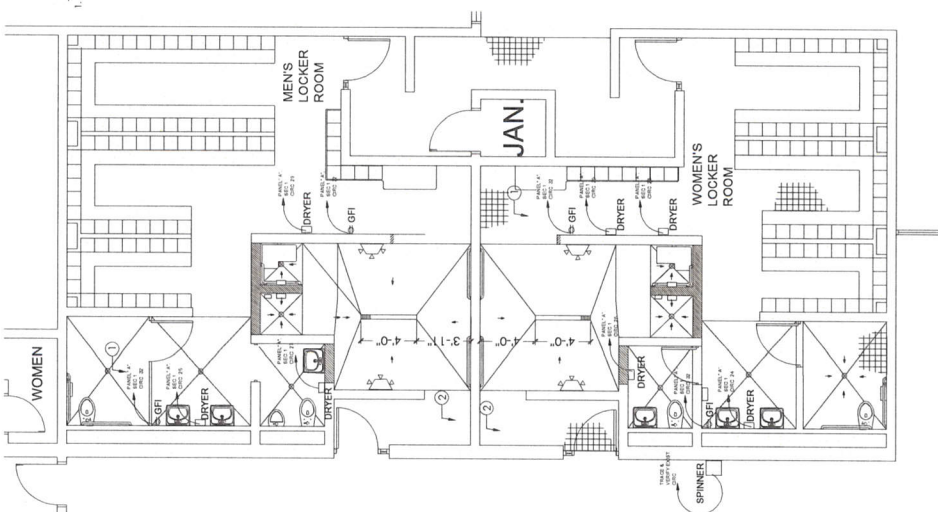
2 ELECTRICAL LIGHTING & SPECIAL SYSTEMS PLAN

0' 1' 10'

SCALE: 1/4" = 1'-0"

KEYED NOTES: POWER

- ALL EQUIPMENT LOCATED IN PANEL "X" SECTION IN ALL CIRCLES. SEE GENERAL NOTES FOR ALL NEW WIRING BETWEEN UNITS AND PANEL IN CONDUIT.



1 ELECTRICAL POWER PLAN

0' 1' 10'

SCALE: 1/4" = 1'-0"

BID FORM (Lump Sum or Unit Price)

BIDDER'S Name and Address:
FacilityBUILD, Inc.
5904 Florence Ave, NE
Albuquerque, NM 87113

Telephone: 505-828-0060
Fax: 505-823-0161
Federal Tax ID #: 33-1050384
New Mexico Tax ID #: 02-947637-00-2
CID License # 88676

**PROJECT NAME: Women's and Men's
Locker Room Alterations
Ft. Marcy Recreation Complex
City of Santa Fe**

PROJECT NO: CIP 519

ARCHITECT PROJECT NO: 290

LOCATION: Santa Fe, NM

This Bid is submitted to Owner:

**City of Santa Fe
Facilities Division
2651 Siringo Rd., Bldg. E
Santa Fe, NM 87505**

**In care of the City's Agent:
John Barton Architects, LLC
1925 Aspen Drive, Ste 200-B
Santa Fe, NM 87505
Email: j@jwbarton.com**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the Owner in the form included in the Bidding Documents to perform and furnish all Work as specified or indicated in the Bidding Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. The Bidder accepts all of the terms and conditions of the Invitation for Bid and Instructions to Bidders, including without limitation those dealing with the disposition of bid security and other Bidding Documents. This Bid will remain subject to acceptance for forty-five (45) days after the day of Bid opening. The Bidder shall sign and submit the Agreement between Owner and Contractor (hereinafter called Agreement) with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of the Owner's Notice of Award.

3. In submitting this Bid, the Bidder represents, as more fully set forth in the Agreement, that:

- A. the Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all of which is hereby acknowledged):

No. One Title: Addendum # One Date: 07.16.18

No. _____ Title: _____ Date: _____

No. _____	Title: _____	Date: _____
No. _____	Title: _____	Date: _____
No. _____	Title: _____	Date: _____
No. _____	Title: _____	Date: _____

B. the Bidder has familiarized himself with the nature and extent of the Bidding Documents, Work, site, locality, and all local conditions, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work;

C. the Bidder has carefully studied all reports and drawings of subsurface conditions which are identified in the Information Available to Bidders and accepts the determination set forth in the Information Available to Bidders of the extent of the technical data contained in such reports and drawings upon which the Bidder is entitled to rely;

D. the Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Bidding Documents;

E. the Bidder has given the Design Professional written notice of all conflicts, errors, and discrepancies that he has discovered in the Bidding Documents, and the written resolution thereof by the Design Professional is acceptable to the Bidder;

F. this Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; the Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the Owner;

G. not used

H. the Bidder agrees to show clearly on the Bid and the envelope in which the Bid is submitted the Project Name and Number, and Invitation to Bid Number; and,

I. the Bidder will complete the Work for the following price(s) **(do not include any gross receipts tax in the price(s)).**

4. Bids shall be presented in the form of a total Base Bid proposal under a Lump Sum Contract plus additive alternates that are selected by the Owner. A bid must be submitted on all bid items and alternates; segregated bids will not be selected by the Owner.

A. LUMP SUM PRICE (please use typewriter or print legibly in ink) Base Bid (use words):
Furnish and install all work for the Women's Locker Room Alterations and related work as indicated in the Bid Documents: One Hundred Ninety Thousand, Six Hundred Eight and 51/100 Dollars

(\$ 190,608.51)

B. ADDITIVE ALTERNATE NO. ONE:

Furnish and install all work for the Men's Locker Room Alterations and related work as indicated in the Bid Documents: One Hundred Seventy-Two Thousand, Four Hundred Forty-Four and 20/100 Dollars

(\$ 172,444.20)

ADDITIVE ALTERNATE NO. TWO:

Furnish and Install a new Swimsuit dryer and all related work as indicated in the Bid Documents.
Three Thousand, Five Hundred and 65/100 Dollars

(\$ 3,500.65)

All specific cash allowances are included in the price(s) set forth above.

C. UNIT PRICES: N.A.

5. The Bidder agrees that:

A. The Work to be performed under this Contract shall be commenced not later than ten (10) consecutive days after the date of written Notice to Proceed, and that Substantial Completion shall be achieved not later than **SIXTY (60)** days after the date of written Notice to Proceed, except as hereafter extended by valid written Change Order by the Owner.

B. Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified, the Contractor agrees to pay to the Owner in partial consideration for the award of this Contract the amount of Two Hundred Fifty Dollars (\$250) per consecutive day, not as a penalty, but as liquidated damages for such breach of the Contract.

C. The above prices shall include all-labor, materials, removal, overhead, profit, insurance, taxes (**not including gross receipts tax**), etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the Contract Documents.

D. It is understood that the Owner reserves the right to reject any or all Bids and to waive any technical irregularities in the bidding.

7. The following documents are attached to and made a condition of this Bid:

- A.** Subcontractors Listing;
- B.** Local Preference Forms

8. The terms used in this Bid and the Bidding and Contract Documents which are defined in the Conditions of the Construction Contract (General, Supplementary, and Other Conditions), included as part of the Bidding Documents, have the meanings assigned to them in those Conditions.

9. The Bidder is a(n):

A. INDIVIDUAL;

By: _____
(Individual's Signature)
Doing business as: _____

Business address: _____

Telephone: () _____

FAX: () _____

B. PARTNERSHIP:

By: _____
(Firm Name)

(General Partner's Signature)

Business address: _____

Telephone: () _____

FAX: () _____

C. CORPORATION:

Corporation Name: FacilityBUILD, Inc.

State of Incorporation: New Mexico

By Robert Pino Title: Construction Operations Manager
(Print Name of Person Authorized to Sign)

* _____
Signature of Authorized Person

If a New Mexico Corporation: 2306645
NM Certificate of Incorporation Number

If a Foreign Corporation: _____
NM Certificate of Authority Number

Attest (Secretary): Caitlyn Kildrup

Business address 5904 Florence Ave, NE
Albuquerque, NM 87113

Telephone: (505) 828-0060

FAX: (505) 823-0161

CORPORATE SEAL HERE

or,

D. JOINT VENTURE:

By _____
(Name)

Address: _____

Telephone: () _____

FAX: () _____

By _____
(Name)

Address: _____

Telephone: () _____

FAX: () _____

By _____
(Name)

Address: _____

Telephone: () _____

FAX: () _____

Each Joint Venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated in the appropriate category.

BIDDER MUST FILL IN THE FOLLOWING (if none, write none)

BID FORM (LUMP SUM OR UNIT PRICE)

5

Three Hundred Sixty-Six Thousand, Five Hundred Fifty-Three and 36/100 Dollars. (\$366,553.36)

NM License Number 88676 License Classification: GB98, MM98, GF05

Dept. of Workforce Solutions Minimum Wage Act Registration Number
(DWS#) 0187432011601

Resident Contractor's Preference Number: L1397163984

Local Contractor's Preference Number: Same as above



COOPERATIVE EDUCATIONAL SERVICES

December 08, 2015

Contract Award Letter

Dan Gay
FACILITYBUILD, INC.
5904 Florence Ave NE
Albuquerque, NM 87113

Re: ACCEPTANCE OF OFFER and CONTRACT AWARD

16-01B-G114-ALL Gordian JOC Regions 1 through 8
16-01B-R121-ALL RSMMeans JOC Regions 1 through 8

Dear Mr. Gay,

On behalf of Cooperative Educational Services (CES), I thank you for responding to our 2016-001 solicitation. The responses have been reviewed and it is my pleasure to inform you that you have been selected to provide the products and services indicated in your response.

The enclosed Acceptance of Offer and Contract Award is from the cover sheet that you submitted in your bid. I suggest that you take this award and place it with your copy of the bid that you submitted. Please read carefully the paragraph above the authorized signature. It outlines the agreement and specifies the term of the award.

We would like to include information concerning your company in our procurement directory called the Blue Book. Each of our members and participating entities receives a copy of this Blue Book. It enables their staff to look up important information concerning each vendor before placing an order. Although space is limited, the description below is intended as a quick reference of your company. If you would like to revise the description, please provide any changes in writing to CES' procurement office.

FacilityBUILD is a New Mexico general contractor offering CES Members and Participating Entities a full range of construction products and services relating to educational and athletic facilities. They specialize in design-build services for new construction, renovating existing facilities to meet ADA compliance requirements, athletic seating, track and courts, synthetic field turf systems, field and auditorium lighting systems, athletic and student lockers and playground equipment.

On CES' website (www.ces.org), you can download contact information for all of CES' members and participating entities. You are invited to send marketing materials directly to these institutions.

We look forward to working with you. Please let us know if you have questions or if we can be of any further assistance.

Sincerely yours,

Cooperative Educational Services

David Chavez,
Executive Director
Ofc: 505.344.5470
Fax: 505.344.9343

•Your New Mexico Purchasing Cooperative Since 1979•

Form B

**ACCEPTANCE OF OFFER
and CONTRACT AWARD**

RFP NUMBER 2016-001

See attached cover letter for specific awarded contract number(s).

OFFER TO BE COMPLETED BY VENDOR

In compliance with the Request for Proposal, the undersigned warrants that I/we have examined the Instruction to Offerors, and, being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, and supplies incurred in compliance with all terms, conditions, specifications and amendments in this Request for Proposal and any written exceptions in the offer. Signature also certifies understanding and compliance with the certification requirements of the Categorical Terms and Conditions. The under-signed understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to CES as stated in the evaluation section, will be a consideration in making the award.

Company Name FacilityBUILD

Address 5904 Florence NE City Albuquerque State NM Zip 87,113

Contract Contact Person Daniel Gay

Authorized Signature [Signature] Printed Name Daniel Gay

OFFER EXTENDED TO TEXAS SERVICE AGENCIES



If you are willing to enter into a contract with TexBuy (ESC16) Texas Educational Service Center Region 16 under the same terms and conditions as in this RFP, place initials in the box.

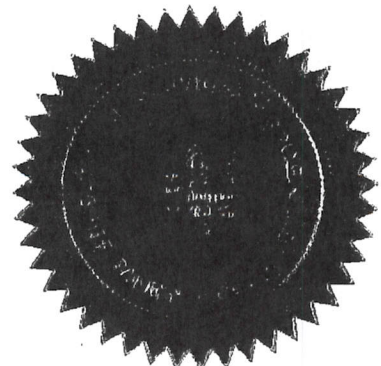
ACCEPTANCE OF OFFER AND CONTRACT AWARD TO BE COMPLETED ONLY BY CES

Contract period: It is CES' intent to award a multi-term contract for the specified materials, equipment and services. The initial contract term shall be for one (1) calendar year from the date of contract award. By mutual written agreement between CES and contractor, the contract may be extended for up to three (3) consecutive additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension exists unless and until contractor is so notified by CES.

Month-to-month extensions: CES reserves the right to offer month-to-month extensions if that is determined to be in the best interests of Members/Participating Entities.

[Signature]
CES Authorized Signature

Awarded this 24th day of November 2015





COOPERATIVE EDUCATIONAL SERVICES

EXTENSION OF CONTRACT

made by and between
FACILITYBUILD, INC.
and
Cooperative Educational Services

Said Contract(s) being numbered:

16-01B-G114-ALL Gordian JOC Regions 1 through 8

16-01B-R121-ALL RSMean JOC Regions 1 through 8

The existing Contract initially commenced on November 24, 2015 and will expire on November 23, 2016. The Term of Contract and Extension in 2016-001 RFP C provides the Contract may be extended annually for up to three (3) additional one (1) year terms by mutual written agreement through November 23, 2019. Cooperative Educational Services desires to extend the Contract for an additional term of one (1) year until November 23, 2017. Upon the signature of an authorized officer of the above named company or corporation, the Contract is hereby extended.

This extension shall be subject to the same Terms and Conditions contained in the original Bid Document and in Contract Number 2016-001 RFP C

PRICE ADJUSTMENTS

A written request to CES for a price adjustment to this contract must be in accordance with the stated RFP terms, conditions and stipulations agreed upon at contract award. The request to adjust pricing shall include all documentation for consideration of approval. Upon CES approval, the documents shall be placed in the procurement file for audit purposes. Your request must be submitted prior to the yearly renewal date of the contract or at contract renewal. The price adjustments shall apply to all CES Members and Participating Entities. CES reserves the right to approve or disapprove such requests.

COOPERATIVE EDUCATIONAL SERVICES

Authorized Signature *[Signature]* Date September 16, 2016

Contractor agrees to provide complete information of any deleted and new products or price adjustments as allowed under headings (Discontinued Products) and (New Technology and Price Reduction) of the RFP.

Authorized Signature *[Signature]* Date 11/3/16

Printed Name BRIAN J. KILCUP Title PRESIDENT

NOTE: This Contract Extension should be received by 4:00 p.m. at the offices of CES on 11/15/16

If you do not want to extend this Contract, please sign below and return this agreement.

Discontinue: We desire to discontinue the contract effective 11/23/2016

Authorized Signature _____ Date _____

"Your New Mexico Procurement Partner Since 1979"



COOPERATIVE EDUCATIONAL SERVICES

EXTENSION OF CONTRACT

made by and between
FACILITYBUILD, INC.
and
Cooperative Educational Services

Said Contract(s) being numbered:

16-01B-G114-ALL Gordian JOC Regions 1 through 8

16-01B-R121-ALL RSMears JOC Regions 1 through 8

The existing Contract initially commenced on November 24, 2015 and will expire on November 23, 2017. The Term of Contract and Extension in 2016-001 RFP C provides the Contract may be extended annually for up to three (3) additional one (1) year terms by mutual written agreement through November 23, 2019. Cooperative Educational Services desires to extend the Contract for the final term of one (1) year until November 23, 2018. Upon the signature of an authorized officer of the above named company or corporation, the Contract is hereby extended.

This extension shall be subject to the same Terms and Conditions contained in the original Bid Document and in Contract Number 2016-001 RFP C

PRICE ADJUSTMENTS

A written request to CES for a price adjustment to this contract must in be accordance with the stated RFP terms, conditions and stipulations agreed upon at contract award. The request to adjust pricing shall include all documentation for consideration of approval. Upon CES approval, the documents shall be placed in the procurement file for audit purposes. Your request must be submitted prior to the yearly renewal date of the contract or at contract renewal. The price adjustments shall apply to all CES Members and Participating Entities. CES reserves the right to approve or disapprove such requests.

COOPERATIVE EDUCATIONAL SERVICES

Authorized Signature

Date October 02, 2017

Contractor agrees to provide complete information of any deleted and new products or price adjustments as allowed under headings (Discontinued Products) and (New Technology and Price Reduction) of the RFP.

Authorized Signature

Date 11/23/17

Printed Name

BRIAN J. KILCUP

Title PRESIDENT

NOTE: This Contract Extension should be received by 4:00 p.m. at the offices of CES on 11-23-2017

If you do not want to extend this Contract, please sign below and return this agreement.

Discontinue: We desire to discontinue the contract effective 11/23/2017

Authorized Signature

Date

"Your New Mexico Procurement Partner Since 1979"



August 8, 2018

Sent via email – jsburnett@santafenm.gov

Mr. John S. Burnett
Project Administrator
City of Santa Fe – Public Works – Facilities Division

RE: Fort Marcy Women's and Men's Locker Room Alterations Proposal

Mr. Burnett –

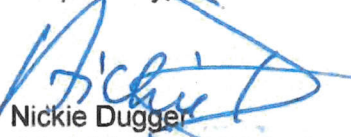
Per your request please see below for required information.

- | | |
|--|----------|
| 1. Certificate of Liability Insurance | Attached |
| 2. Copy of City of Santa Fe Business License | Attached |
| 3. CRS #: 02-947637-00-2 | |
| 4. CES Documentation | Attached |
| 5. Project Duration: 10-12 weeks from receipt of permit | |
| 6. FacilityBUILD Warranty and Guarantee | Attached |

If you have any questions or need further information please do not hesitate to contact me – ndugger@facilitybuild.com or 505-828-0060.

Thank you for allowing us to be a part of your team of this Fort Marcy Project. We are looking forward to working with you and Mr. Barton!

Respectfully,


Nickie Dugger
Administrative Assistant

/nd

Copy: John Barton



12 MONTH CONSTRUCTION WARRANTY

FacilityBUILD, Inc. warrants, to the original Purchaser, that quality materials and equipment will be furnished and work will conform to industry standards.

The Warranty excludes patch and repair work or defective workmanship resulting from third party repairs/modifications to work originally completed by FacilityBUILD, Inc. Nor does it cover damage caused by abuse, improper or insufficient maintenance, improper operation, or normal wear and tear.

In no event will FacilityBUILD, Inc. be liable to the purchaser 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 defective materials, equipment or workmanship covered under this warranty.

During the term of the Warranty, FacilityBUILD's obligation shall be limited to furnishing repairs to any failed parts or poor workmanship that FacilityBUILD agrees to be defective upon examination.

The Warranty coverage begins on the inspection date as provided on the FacilityBUILD QualPRO® final inspection report or the FacilityBUILD, Inc. invoice date for the services provided.

Project: Fort Marcy Women's and Men's Locker Room Customer: City of Santa Fe

Warranty Begins: TBD FacilityBUILD, Inc. COM: Robert Pino