

Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

Date: March 13, 2013

To: Santa Fe County Board of County Commissioners

From: Adam Leigland, Santa Fe County Public Works Department *ace*
Bill Taylor, Purchasing Manager *BT 3/13*

Re: *3/11/13*
Request Approval of Four (4) Indefinite Delivery/Indefinite Quantity (ID/IQ) Price Agreement(s) for IFB #2013-0186-PW/MS Miscellaneous Heating, Ventilation, Refrigeration, and Air Conditioning Services (Public Works and Purchasing)

Issue:

The Public Works Department and Purchasing Division solicited an Invitation for Bid (IFB) #2013-0186-PW/MS for Miscellaneous Heating, Ventilation, Refrigeration, and Air Conditioning Services in accordance Section 13-1-103 NMSA 1978. The Purchasing Manager, in accordance with Section 13-1-151 NMSA 1978, determined that due to the high volume of heating, ventilation, refrigeration, and air conditioning services for all County facilities, that it would be in Santa Fe County's best interest to contract with four (4) different vendors for these services.

Background:

The Santa Fe County Purchasing Division conducted an Invitation for Bid (IFB) #2013-0186-PW/MS Miscellaneous Heating, Ventilation, Refrigeration, and Air Conditioning Services. The four (4) price agreements are as follows:

- 2013-0186-A-PW/MS Miscellaneous Heating, Ventilation, Refrigeration, and Air Conditioning Services with **B&D Industries, Inc.** (Albuquerque, NM)
- 2013-0186-B-PW/MS Miscellaneous Heating, Ventilation, Refrigeration, and Air Conditioning Services with **Welch's Boiler Service, Inc.** (Albuquerque, NM)
- 2013-0186-C-PW/MS Miscellaneous Heating, Ventilation, Refrigeration, and Air Conditioning Services with **Mechanical Control Solutions** (Albuquerque, NM)
- 2013-0186-D-PW/MS Miscellaneous Heating, Ventilation, Refrigeration, and Air Conditioning Services with **Air Management Services, Inc.** (Albuquerque, NM)

Of the ten (10) bids received, none of the firms were from Santa Fe, New Mexico

Action Requested:

The Public Works Department requests authorization and approval to enter into the Price Agreements for IFB #2013-0186-PW/MS with the four selected vendors Miscellaneous Heating, Ventilation, Refrigeration, and Air Conditioning Services.

**SANTA FE COUNTY
PRICE AGREEMENT
MISCELLANEOUS HEATING, VENTILATION, REFRIGERATION, AND AIR
CONDITIONING SERVICES**

THIS AGREEMENT is made and entered into by and between Santa Fe County, New Mexico, a political subdivision of the State of New Mexico, (hereinafter referred to as the "County") and B&D Industries, Inc., whose address is 9720 Bell Avenue SE, Albuquerque, New Mexico 87123, authorized to do business in the State of New Mexico (hereinafter referred to as "the Contractor").

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. DEFINITIONS

- A. **"County"** shall mean the County of Santa Fe, New Mexico.
- B. **"Using Department or Department"** shall mean a Department, Commission or Board of Santa Fe County.
- C. **"Purchase Order"** shall mean a fully executed Purchase Order issued by the County Purchasing Department that specifies the items and services to be provided by the Contractor.
- D. **"Price Agreement"** means this indefinite quantity Price Agreement which requires the Contractor to provide Heating, Ventilation, Refrigeration, and Air Conditioning Services to the Using Department when issued a Purchase Order.
- E. **"Price"** means the fixed prices paid by the County and its departments for the Heating, Ventilation, Refrigeration, and Air Conditioning Services described on Attachment A.

2. GOODS TO BE PROVIDED

- A. **Purchase.** Attachments A of this Price Agreement are the prices for the Contractor's tangible goods and services. Attachment A also indicates any specifications required for the tangible goods and services that are subject of this Price Agreement.
- B. **Items Listed on Attachment A.** The County may issue Purchase Orders for the purchase of the items listed on Attachment A. Any item ordered by the County must be a service described on Attachment A. All orders issued hereunder must bear both an order number and the number of this Price Agreement 2013-0186-A-PW/MS.
- C. **Quantities.** It is understood that this is an indefinite quantity Price Agreement and the County may purchase any quantity of the item(s) or services listed on Attachment A on an as-needed basis. No guarantee or warranty is made or implied that any order for any definite quantity of item(s) or services be issued under this Price Agreement. The Contractor is required to accept the Purchase Order and furnish the item(s) and service.

D. Specifications. The items furnished under this Price Agreement shall meet or exceed the specifications provided in this IFB# 2013-0186-PW/MS including all Addenda. Orders issued pursuant to this Agreement must show the applicable Price Agreement items(s).

E. Delivery and Billing Instructions.

1. ~~The Contractor shall deliver the items and services in accordance with the County's instructions. The Contractor shall also deliver, with the services ordered, an invoice listing the order number and the Price Agreement number.~~
2. Whenever the Using Department does not accept any deliverable and returns it to the Contractor, all related documentation furnished by the Contractor shall also be returned.
3. A Using Department will inform the Contractor within five (5) business days that a deliverable is unacceptable by the Using Department.

F. Price. Prices listed in Attachment A for each item shall be the fixed prices and rates for the items and services.

3. PAYMENT

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

- A. Inspection.** Final inspection and acceptance of all items and services ordered shall be made at the destination. Items rejected at the destination for non-conformance with specifications shall be removed, at the Contractor's risk and expense, promptly after notice of rejection.
- B. Acceptance.** In accordance with NMSA 1978, Section 13-1-158, the Using Department shall determine if the items meet specifications, and may accept the items if the items meet specifications. No payment shall be made for any items until the items have been accepted in writing by the Using Department. Unless otherwise agreed upon between the Using Department and the Contractor, within thirty (30) days from the receipt of items, the Using Department shall issue a written certification of complete or partial acceptance or rejection of the items. The time period shall begin at the time of receipt of the final shipment when there are multiple shipments per purchase order. Unless the Using Department gives notice of rejection within the specified time period, the items will be deemed to have been accepted.
- C. Issuance of Orders.** Only written, signed and properly executed Purchase Orders are valid under this Price Agreement.
- D. Invoices.** The Contractor may submit invoices for payment no more frequently than monthly. The Contractor's invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of item(s), quantities, unit prices, extended totals, delivery tickets and applicable taxes. Separate invoices shall be rendered for each and every complete shipment. Invoices must be submitted to the Using Department and not the Purchasing Division.
- E. Payment of Invoices.** Upon written certification from the Using Department that the items have been received and accepted, payment shall be tendered to the

Contractor within thirty (30) days. If the payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on any unpaid balance due, for the items and services delivered, on the Price Agreement to the Contractor at the rate of 1.5 % per month. Payment shall be made to the Contractor's designated mailing address.

- F. Tax Note.** Applicable gross receipts taxes or local option tax(es) shall be included on each invoice and shown as a separate item to be paid. The payment of taxes for any money received under this Price Agreement shall be the Contractor's sole responsibility and must be reported under the Contractor's federal and County tax identification number(s). If a Using Department is exempt from the New Mexico gross receipts tax or local option taxes for the transaction, the Using Department shall provide the Contractor with written evidence of such exemption(s).

4. TERM

This Price Agreement shall not become effective until approved in writing by all the parties as shown by their signatures below. The term of this Agreement shall be four (4) years on the same prices and rates as indicated on Attachment A and so stated in this Price Agreement.

5. CANCELLATION

- A. The County reserves the right to cancel without cost to the County all or any part of any order placed under this Price Agreement if the items or deliverables fail to meet the requirements of this Price Agreement.
- B. The failure of the Contractor to perform its obligations under this Price Agreement shall constitute a default of this Price Agreement.
- C. The Contractor may be excused from performance if the Contractor's failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor, unless the County shall determine that the item, to be furnished by a sub-contractor, is obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- D. Such causes of excuse include, but are not limited to, acts of God or the public enemy, acts of the County 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.
- E. The County may cancel all, or any part, of any order without cost to the County if the Contractor fails to meet material provisions of the order and the Contractor shall be liable for any excess costs incurred by the County that is associated with such default.

6. TERMINATION

- A. For Convenience.** Consistent with applicable New Mexico laws, this Price Agreement may be terminated by the County, without penalty, at any time prior to the expiration date of this Price Agreement. County will provide at least twenty (20) days prior written notice to the Contractor of the date of termination. Notice of Termination of this Price Agreement shall not affect any outstanding order(s) issued under this Price Agreement prior to the effective date of termination for convenience by the County.
- B. For Cause.** Either party may terminate this Agreement for cause based upon material breach of this Agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If, within thirty (30) days, after receipt of a written notice, the breaching party has not corrected the breach or, in the case of a breach which cannot be corrected in thirty (30) days, begin and proceed in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the Agreement effective immediately. The non-breaching party shall retain any and all other remedies available to it under the law.

7. AMENDMENT

This Price Agreement may only be amended by mutual agreement of the County and the Contractor upon written notice by either party to the other. Any such amendment shall be in writing and signed by the parties hereto. Unless otherwise agreed to by the parties, an amendment shall not affect any outstanding Purchase Order(s) issued, by the County, prior to the effective date of the amendment.

8. ASSIGNMENT

Contractor shall not sell, assign, pledge, transfer, or otherwise convey any of its rights or interests in this Price Agreement.

9. NON-COLLUSION

In signing this Price Agreement, the Contractor certifies it has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with its offer and this Price Agreement.

10. RECORDS

During the term of this Price Agreement and for three (3) years thereafter, the Contractor shall maintain detailed records pertaining to the services or deliverables provided. These records shall be subject to inspection by the Using Department, the County and State Auditor and other appropriate County authorities. The County shall have the right to

audit billings both before and after payment. Payment under this Price Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.

11. APPROPRIATIONS

The terms of this Price Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Price Agreement. If sufficient appropriations and authorization are not made, this Price Agreement, and any orders placed under it, shall terminate upon written notice being given to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

12. CONFLICT OF INTEREST

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

13. APPROVAL OF CONTRACTOR'S REPRESENTATIVES

The County reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the County, serving the needs of the County adequately.

14. SCOPE OF AGREEMENT, MERGER

This Price 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 Price Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Price Agreement.

15. NOTICE

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

16. INDEMNIFICATION

The Contractor shall hold the County and its Departments, agencies and employees harmless and shall indemnify the County and its agencies and employees against any and all claims, suits, actions, liabilities and cost 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 sub-contractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the Department, its officers or employees.

17. THIRD PARTY BENEFICIARY

This Price Agreement was not intended to and does not create any rights in any persons not a party hereto.

18. NEW MEXICO TORT CLAIMS ACT.

No provision of this Price Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by the County and its Departments or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

19. INSURANCE.

- A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Price Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,050,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Price Agreement is an insured contract. Santa Fe County shall be named an additional insured on the policy.
- C. Worker's Compensation Insurance. The Contractor shall comply with the provisions of the Worker's Compensation Act.
- D. Increased Limits. If, during the life of this Price Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

20. APPLICABLE LAW

This Price Agreement shall be governed by the laws of the State of New Mexico.

21. CHOICE OF LAW

This Price Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. The parties agree that the exclusive forum for any litigation between them arising out of or related to this Price Agreement shall be in the First Judicial District Court of New Mexico, located in Santa Fe County, New Mexico.

22. INVALID TERM OR CONDITION/SEVERABILITY

The provisions of this Price Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Price Agreement is determined to be invalid by a court or department or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of the Price Agreement, which can be given effect without the invalid provision.

23. ENFORCEMENT OF AGREEMENT

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

24. SURVIVAL

The Provisions of the following listed paragraphs shall survive termination of this Price Agreement: Delivery & Billing Instructions; Records; Indemnification; Applicable Law; and Survival.

25. NOTICES

Either party may give written notice to the other party in accordance with the terms of this Price Agreement. 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.

To the County:

Santa Fe County
102 Grant Avenue
PO Box 276
Santa Fe, NM 87504-0276

To the Contractor:

B&D Industries, Inc.
9720 Bell Avenue SE
Albuquerque, NM 87123

IN WITNESS WHEREOF, the parties have executed this Price Agreement as of the
date of execution by:

SANTA FE COUNTY

Kathy Holian, Chair
Board of County Commissioners

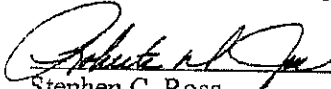
Date

ATTEST:

Geraldine Salazar
Santa Fe County Clerk

Date

APPROVED AS TO FORM

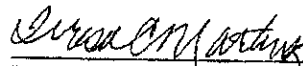


Stephen C. Ross
Santa Fe County Attorney

3/28/13

Date

FINANCE DEPARTMENT APPROVAL

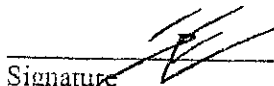


Teresa C. Martinez, Director
Finance Department

3/5/2013

Date

CONTRACTOR



Signature

3/7/13

Date

John Esquivola - Division Manager

Print Name and Title

FEDERAL TAX I.D. NUMBER: 850196391

BID SHEET CONTINUED**1. Journeyman, regular work hours (per hour)**Projects under \$60,000 62.00Projects over \$60,000 60.00**2. Journeyman, work hours, after 5:00 PM – 8:00 AM**Projects under \$60,000 85.00Projects over \$60,000 80.00**3. Journeyman, weekend work hours**Projects under \$60,000 85.00Projects over \$60,000 80.00**4. Journeyman, holiday work hours**Projects under \$60,000 120.00Projects over \$60,000 120.00**5. Apprentice, regular work hours (per hour)**Projects under \$60,000 35.00Projects over \$60,000 35.00**6. Apprentice, work hours, after 5:00 PM – 8:00 AM**Projects under \$60,000 55.00Projects over \$60,000 55.00

7. Apprentice, weekend work hours

Projects under \$60,000	<u>55.00</u>
Projects over \$60,000	<u>55.00</u>

8. Apprentice, holiday work hours

Projects under \$60,000	<u>65.00</u>
Projects over \$60,000	<u>65.00</u>

9. Laborer, regular work hours (per hour)

Projects under \$60,000	<u>35.00</u>
Projects over \$60,000	<u>35.00</u>

10. Laborer, work hours, after 5:00 PM – 8:00 AM

Projects under \$60,000	<u>55.00</u>
Projects over \$60,000	<u>55.00</u>

11. Laborer, weekend work hours

Projects under \$60,000	<u>55.00</u>
Projects over \$60,000	<u>55.00</u>

12. Laborer, holiday work hours

Projects under \$60,000	<u>65.00</u>
Projects over \$60,000	<u>65.00</u>

13. Diagnosis, project estimates, troubleshooting, regular work hours

Hourly Rate: 60.00

14. Diagnosis, project estimates, troubleshooting work hours after 5:00 PM-8:00 AM

Hourly Rate: 80.00

15. Diagnosis, project estimates, troubleshooting, weekend work hours

Hourly Rate: 80.00

16. Diagnosis, project estimates, troubleshooting, holiday work hours

Hourly Rate: 120.00

17. Discount given on all RETAIL parts and materials

Major Manufacturer	Discount
MSRP	15 percent

Use additional sheet for more manufacturers

18. One way per mile costs, per services

Vehicle required, measured from Contractor's office/job to the requested job site, for travel in excess of 50 miles one-way (based on mapquest.com)

Mileage Rate 1.00

**SANTA FE COUNTY
PRICE AGREEMENT
MISCELLANEOUS HEATING, VENTILATION, REFRIGERATION, AND AIR
CONDITIONING SERVICES**

~~THIS AGREEMENT is made and entered into by and between Santa Fe County, New Mexico, a political subdivision of the State of New Mexico, (hereinafter referred to as the "County") and Welch's Boiler Service, Inc. whose address is 6060 Isleta Blvd, SW, Albuquerque, New Mexico 87105, authorized to do business in the State of New Mexico (hereinafter referred to as "the Contractor").~~

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. DEFINITIONS

- A. **"County"** shall mean the County of Santa Fe, New Mexico.
- B. **"Using Department or Department"** shall mean a Department, Commission or Board of Santa Fe County.
- C. **"Purchase Order"** shall mean a fully executed Purchase Order issued by the County Purchasing Department that specifies the items and services to be provided by the Contractor.
- D. **"Price Agreement"** means this indefinite quantity Price Agreement which requires the Contractor to provide Heating, Ventilation, Refrigeration, and Air Conditioning Services to the Using Department when issued a Purchase Order.
- E. **"Price"** means the fixed prices paid by the County and its departments for the Heating, Ventilation, Refrigeration, and Air Conditioning Services described on Attachment A.

2. GOODS TO BE PROVIDED

- A. **Purchase.** Attachments A of this Price Agreement are the prices for the Contractor's tangible goods and services. Attachment A also indicates any specifications required for the tangible goods and services that are subject of this Price Agreement.
- B. **Items Listed on Attachment A.** The County may issue Purchase Orders for the purchase of the items listed on Attachment A. Any item ordered by the County must be a service described on Attachment A. All orders issued hereunder must bear both an order number and the number of this Price Agreement 2013-0186-B-PW/MS.
- C. **Quantities.** It is understood that this is an indefinite quantity Price Agreement and the County may purchase any quantity of the item(s) or services listed on Attachment A on an as-needed basis. No guarantee or warranty is made or implied that any order for any definite quantity of item(s) or services be issued under this Price Agreement. The Contractor is required to accept the Purchase Order and furnish the item(s) and service.

D. Specifications. The items furnished under this Price Agreement shall meet or exceed the specifications provided in this IFB# 2013-0186-PW/MS including all Addenda. Orders issued pursuant to this Agreement must show the applicable Price Agreement items(s).

E. Delivery and Billing Instructions.

1. ~~The Contractor shall deliver the items and services in accordance with the County's instructions. The Contractor shall also deliver, with the services ordered, an invoice listing the order number and the Price Agreement number.~~
2. Whenever the Using Department does not accept any deliverable and returns it to the Contractor, all related documentation furnished by the Contractor shall also be returned.
3. A Using Department will inform the Contractor within five (5) business days that a deliverable is unacceptable by the Using Department.

F. Price. Prices listed in Attachment A for each item shall be the fixed prices and rates for the items and services.

3. PAYMENT

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

- A. Inspection.** Final inspection and acceptance of all items and services ordered shall be made at the destination. Items rejected at the destination for non-conformance with specifications shall be removed, at the Contractor's risk and expense, promptly after notice of rejection.
- B. Acceptance.** In accordance with NMSA 1978, Section 13-1-158, the Using Department shall determine if the items meet specifications, and may accept the items if the items meet specifications. No payment shall be made for any items until the items have been accepted in writing by the Using Department. Unless otherwise agreed upon between the Using Department and the Contractor, within thirty (30) days from the receipt of items, the Using Department shall issue a written certification of complete or partial acceptance or rejection of the items. The time period shall begin at the time of receipt of the final shipment when there are multiple shipments per purchase order. Unless the Using Department gives notice of rejection within the specified time period, the items will be deemed to have been accepted.
- C. Issuance of Orders.** Only written, signed and properly executed Purchase Orders are valid under this Price Agreement.
- D. Invoices.** The Contractor may submit invoices for payment no more frequently than monthly. The Contractor's invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of item(s), quantities, unit prices, extended totals, delivery tickets and applicable taxes. Separate invoices shall be rendered for each and every complete shipment. Invoices must be submitted to the Using Department and not the Purchasing Division.
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Contractor within thirty (30) days. If the payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on any unpaid balance due, for the items and services delivered, on the Price Agreement to the Contractor at the rate of 1.5 % per month. Payment shall be made to the Contractor's designated mailing address.

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4. TERM

This Price Agreement shall not become effective until approved in writing by all the parties as shown by their signatures below. The term of this Agreement shall be four (4) years on the same prices and rates as indicated on Attachment A and so stated in this Price Agreement.

5. CANCELLATION

- A. The County reserves the right to cancel without cost to the County all or any part of any order placed under this Price Agreement if the items or deliverables fail to meet the requirements of this Price Agreement.
- B. The failure of the Contractor to perform its obligations under this Price Agreement shall constitute a default of this Price Agreement.
- C. The Contractor may be excused from performance if the Contractor's failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor, unless the County shall determine that the item, to be furnished by a sub-contractor, is obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- D. Such causes of excuse include, but are not limited to, acts of God or the public enemy, acts of the County 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.
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6. TERMINATION

- A. For Convenience.** Consistent with applicable New Mexico laws, this Price Agreement may be terminated by the County, without penalty, at any time prior to the expiration date of this Price Agreement. County will provide at least twenty (20) days prior written notice to the Contractor of the date of termination. Notice of Termination of this Price Agreement shall not affect any outstanding order(s) issued under this Price Agreement prior to the effective date of termination for convenience by the County.
- B. For Cause.** Either party may terminate this Agreement for cause based upon material breach of this Agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If, within thirty (30) days, after receipt of a written notice, the breaching party has not corrected the breach or, in the case of a breach which cannot be corrected in thirty (30) days, begin and proceed in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the Agreement effective immediately. The non-breaching party shall retain any and all other remedies available to it under the law.

7. AMENDMENT

This Price Agreement may only be amended by mutual agreement of the County and the Contractor upon written notice by either party to the other. Any such amendment shall be in writing and signed by the parties hereto. Unless otherwise agreed to by the parties, an amendment shall not affect any outstanding Purchase Order(s) issued, by the County, prior to the effective date of the amendment.

8. ASSIGNMENT

Contractor shall not sell, assign, pledge, transfer, or otherwise convey any of its rights or interests in this Price Agreement.

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In signing this Price Agreement, the Contractor certifies it has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with its offer and this Price Agreement.

10. RECORDS

During the term of this Price Agreement and for three (3) years thereafter, the Contractor shall maintain detailed records pertaining to the services or deliverables provided. These records shall be subject to inspection by the Using Department, the County and State Auditor and other appropriate County authorities. The County shall have the right to

audit billings both before and after payment. Payment under this Price Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.

11. APPROPRIATIONS

~~The terms of this Price Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Price Agreement. If sufficient appropriations and authorization are not made, this Price Agreement, and any orders placed under it, shall terminate upon written notice being given to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.~~

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The County reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the County, serving the needs of the County adequately.

14. SCOPE OF AGREEMENT, MERGER

This Price 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 Price Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Price Agreement.

15. NOTICE

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

16. INDEMNIFICATION

The Contractor shall hold the County and its Departments, agencies and employees harmless and shall indemnify the County and its agencies and employees against any and all claims, suits, actions, liabilities and cost 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 sub-contractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the Department, its officers or employees.

17. THIRD PARTY BENEFICIARY

This Price Agreement was not intended to and does not create any rights in any persons not a party hereto.

18. NEW MEXICO TORT CLAIMS ACT.

No provision of this Price Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by the County and its Departments or its “public employees” at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

19. INSURANCE.

- A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Price Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,050,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Price Agreement is an insured contract. Santa Fe County shall be named an additional insured on the policy.
- C. Worker’s Compensation Insurance. The Contractor shall comply with the provisions of the Worker’s Compensation Act.
- D. Increased Limits. If, during the life of this Price Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

20. APPLICABLE LAW

This Price Agreement shall be governed by the laws of the State of New Mexico.

21. CHOICE OF LAW

This Price Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. The parties agree that the exclusive forum for any litigation between them arising out of or related to this Price Agreement shall be in the First Judicial District Court of New Mexico, located in Santa Fe County, New Mexico.

22. INVALID TERM OR CONDITION/SEVERABILITY

The provisions of this Price Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Price Agreement is determined to be invalid by a court or department or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of the Price Agreement, which can be given effect without the invalid provision.

23. ENFORCEMENT OF AGREEMENT

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

24. SURVIVAL

The Provisions of the following listed paragraphs shall survive termination of this Price Agreement: Delivery & Billing Instructions; Records; Indemnification; Applicable Law; and Survival.

25. NOTICES

Either party may give written notice to the other party in accordance with the terms of this Price Agreement. 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.

To the County:

Santa Fe County
102 Grant Avenue
PO Box 276
Santa Fe, NM 87504-0276

To the Contractor:

Welch's Boiler Service, Inc.
6060 Isleta Blvd, SW
Albuquerque, NM 87105

IN WITNESS WHEREOF, the parties have executed this Price Agreement as of the date of execution by:

SANTA FE COUNTY

Kathy Holian, Chair
Board of County Commissioners

Date

ATTEST:

Geraldine Salazar
Santa Fe County Clerk

Date

APPROVED AS TO FORM

Stephen C. Ross
Stephen C. Ross
Santa Fe County Attorney

2/29/13
Date

FINANCE DEPARTMENT APPROVAL

Teresa C. Martinez
Teresa C. Martinez, Director
Finance Department

3/5/2013
Date

CONTRACTOR

Heith Welch
Signature
Heith Welch G/M.
Print Name and Title

3-6-13
Date

FEDERAL TAX I.D. NUMBER: 85-0330094

BID SHEET CONTINUED

1. Journeyman, regular work hours (per hour)

Projects under \$60,000 \$55.00

Projects over \$60,000 \$62.00

2. Journeyman, work hours, after 5:00 PM – 8:00 AM

Projects under \$60,000 \$82.50

Projects over \$60,000 \$97.50

3. Journeyman, weekend work hours

Projects under \$60,000 \$82.50

Projects over \$60,000 \$97.50

4. Journeyman, holiday work hours

Projects under \$60,000 \$110.00

Projects over \$60,000 \$130.00

5. Apprentice, regular work hours (per hour)

Projects under \$60,000 N/A

Projects over \$60,000 N/A

6. Apprentice, work hours, after 5:00 PM – 8:00 AM

Projects under \$60,000 N/A

Projects over \$60,000 N/A

7. Apprentice, weekend work hours

Projects under \$60,000 N/A

Projects over \$60,000 N/A

8. Apprentice, holiday work hours

Projects under \$60,000 N/A

Projects over \$60,000 N/A

9. Laborer, regular work hours (per hour)

Projects under \$60,000 \$45.00

Projects over \$60,000 \$45.00

10. Laborer, work hours, after 5:00 PM – 8:00 AM

Projects under \$60,000 \$67.50

Projects over \$60,000 \$67.50

11. Laborer, weekend work hours

Projects under \$60,000 \$67.50

Projects over \$60,000 \$67.50

12. Laborer, holiday work hours

Projects under \$60,000 \$67.50

Projects over \$60,000 \$67.50

13. Diagnosis, project estimates, troubleshooting, regular work hours

Hourly Rate: \$60.00 _____

14. Diagnosis, project estimates, troubleshooting work hours after 5:00 PM-8:00 AM

Hourly Rate: \$90.00 _____

15. Diagnosis, project estimates, troubleshooting, weekend work hours

Hourly Rate: \$90.00 _____

16. Diagnosis, project estimates, troubleshooting, holiday work hours

Hourly Rate: \$120.00 _____

17. Discount given on all RETAIL parts and materials

Major Manufacturer	Discount
Aerco	10%
Hurst	10%
NTI	10%
Nortz	10%

Use additional sheet for more manufacturers

18. One way per mile costs, per services
 Vehicle required, measured from Contractor's office/job to the requested job site, for travel in excess of 50 miles one-way (based on mapquest.com)

Mileage Rate \$1.50 _____

**SANTA FE COUNTY
PRICE AGREEMENT
MISCELLANEOUS HEATING, VENTILATION, REFRIGERATION, AND AIR
CONDITIONING SERVICES**

~~THIS AGREEMENT~~ is made and entered into by and between Santa Fe County, New Mexico, a political subdivision of the State of New Mexico, (hereinafter referred to as the "County") and ~~Air Management Services, Inc.~~ whose address is ~~4516 Anaheim NE, Albuquerque, New Mexico 87113~~, authorized to do business in the State of New Mexico (hereinafter referred to as "the Contractor").

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. DEFINITIONS

- A. "County" shall mean the County of Santa Fe, New Mexico.
- B. "Using Department or Department" shall mean a Department, Commission or Board of Santa Fe County.
- C. "Purchase Order" shall mean a fully executed Purchase Order issued by the County Purchasing Department that specifies the items and services to be provided by the Contractor.
- D. "Price Agreement" means this indefinite quantity Price Agreement which requires the Contractor to provide Heating, Ventilation, Refrigeration, and Air Conditioning Services to the Using Department when issued a Purchase Order.
- E. "Price" means the fixed prices paid by the County and its departments for the Heating, Ventilation, Refrigeration, and Air Conditioning Services described on Attachment A.

2. GOODS TO BE PROVIDED

- A. **Purchase.** Attachments A of this Price Agreement are the prices for the Contractor's tangible goods and services. Attachment A also indicates any specifications required for the tangible goods and services that are subject of this Price Agreement.
- B. **Items Listed on Attachment A.** The County may issue Purchase Orders for the purchase of the items listed on Attachment A. Any item ordered by the County must be a service described on Attachment A. All orders issued hereunder must bear both an order number and the number of this Price Agreement 2013-0186-D-PW/MS.
- C. **Quantities.** It is understood that this is an indefinite quantity Price Agreement and the County may purchase any quantity of the item(s) or services listed on Attachment A on an as-needed basis. No guarantee or warranty is made or implied that any order for any definite quantity of item(s) or services be issued under this Price Agreement. The Contractor is required to accept the Purchase Order and furnish the item(s) and service.

- D. Specifications.** The items furnished under this Price Agreement shall meet or exceed the specifications provided in this IFB# 2013-0186-PW/MS including all Addenda. Orders issued pursuant to this Agreement must show the applicable Price Agreement items(s).
- E. Delivery and Billing Instructions.**
1. ~~The Contractor shall deliver the items and services in accordance with the County's instructions. The Contractor shall also deliver, with the services ordered, an invoice listing the order number and the Price Agreement number.~~
 2. Whenever the Using Department does not accept any deliverable and returns it to the Contractor, all related documentation furnished by the Contractor shall also be returned.
 3. A Using Department will inform the Contractor within five (5) business days that a deliverable is unacceptable by the Using Department.
- F. Price.** Prices listed in Attachment A for each item shall be the fixed prices and rates for the items and services.

3. PAYMENT

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

- A. Inspection.** Final inspection and acceptance of all items and services ordered shall be made at the destination. Items rejected at the destination for non-conformance with specifications shall be removed, at the Contractor's risk and expense, promptly after notice of rejection.
- B. Acceptance.** In accordance with NMSA 1978, Section 13-1-158, the Using Department shall determine if the items meet specifications, and may accept the items if the items meet specifications. No payment shall be made for any items until the items have been accepted in writing by the Using Department. Unless otherwise agreed upon between the Using Department and the Contractor, within thirty (30) days from the receipt of items, the Using Department shall issue a written certification of complete or partial acceptance or rejection of the items. The time period shall begin at the time of receipt of the final shipment when there are multiple shipments per purchase order. Unless the Using Department gives notice of rejection within the specified time period, the items will be deemed to have been accepted.
- C. Issuance of Orders.** Only written, signed and properly executed Purchase Orders are valid under this Price Agreement.
- D. Invoices.** The Contractor may submit invoices for payment no more frequently than monthly. The Contractor's invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of item(s), quantities, unit prices, extended totals, delivery tickets and applicable taxes. Separate invoices shall be rendered for each and every complete shipment. Invoices must be submitted to the Using Department and not the Purchasing Division.
- E. Payment of Invoices.** Upon written certification from the Using Department that the items have been received and accepted, payment shall be tendered to the

Contractor within thirty (30) days. If the payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on any unpaid balance due, for the items and services delivered, on the Price Agreement to the Contractor at the rate of 1.5 % per month. Payment shall be made to the Contractor's designated mailing address.

- F. Tax Note.** Applicable gross receipts taxes or local option tax(es) shall be included on each invoice and shown as a separate item to be paid. The payment of taxes for any money received under this Price Agreement shall be the Contractor's sole responsibility and must be reported under the Contractor's federal and County tax identification number(s). If a Using Department is exempt from the New Mexico gross receipts tax or local option taxes for the transaction, the Using Department shall provide the Contractor with written evidence of such exemption(s).

4. TERM

This Price Agreement shall not become effective until approved in writing by all the parties as shown by their signatures below. The term of this Agreement shall be four (4) years on the same prices and rates as indicated on Attachment A and so stated in this Price Agreement.

5. CANCELLATION

- A. The County reserves the right to cancel without cost to the County all or any part of any order placed under this Price Agreement if the items or deliverables fail to meet the requirements of this Price Agreement.
- B. The failure of the Contractor to perform its obligations under this Price Agreement shall constitute a default of this Price Agreement.
- C. The Contractor may be excused from performance if the Contractor's failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor, unless the County shall determine that the item, to be furnished by a sub-contractor, is obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- D. Such causes of excuse include, but are not limited to, acts of God or the public enemy, acts of the County 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.
- E. The County may cancel all, or any part, of any order without cost to the County if the Contractor fails to meet material provisions of the order and the Contractor shall be liable for any excess costs incurred by the County that is associated with such default.

6. TERMINATION

- A. For Convenience.** Consistent with applicable New Mexico laws, this Price Agreement may be terminated by the County, without penalty, at any time prior to the expiration date of this Price Agreement. County will provide at least twenty (20) days prior written notice to the Contractor of the date of termination. Notice of Termination of this Price Agreement shall not affect any outstanding order(s) issued under this Price Agreement prior to the effective date of termination for convenience by the County.
- B. For Cause.** Either party may terminate this Agreement for cause based upon material breach of this Agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If, within thirty (30) days, after receipt of a written notice, the breaching party has not corrected the breach or, in the case of a breach which cannot be corrected in thirty (30) days, begin and proceed in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the Agreement effective immediately. The non-breaching party shall retain any and all other remedies available to it under the law.

7. AMENDMENT

This Price Agreement may only be amended by mutual agreement of the County and the Contractor upon written notice by either party to the other. Any such amendment shall be in writing and signed by the parties hereto. Unless otherwise agreed to by the parties, an amendment shall not affect any outstanding Purchase Order(s) issued, by the County, prior to the effective date of the amendment.

8. ASSIGNMENT

Contractor shall not sell, assign, pledge, transfer, or otherwise convey any of its rights or interests in this Price Agreement.

9. NON-COLLUSION

In signing this Price Agreement, the Contractor certifies it has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with its offer and this Price Agreement.

10. RECORDS

During the term of this Price Agreement and for three (3) years thereafter, the Contractor shall maintain detailed records pertaining to the services or deliverables provided. These records shall be subject to inspection by the Using Department, the County and State Auditor and other appropriate County authorities. The County shall have the right to

audit billings both before and after payment. Payment under this Price Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.

11. APPROPRIATIONS

~~The terms of this Price Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Price Agreement. If sufficient appropriations and authorization are not made, this Price Agreement, and any orders placed under it, shall terminate upon written notice being given to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.~~

12. CONFLICT OF INTEREST

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

13. APPROVAL OF CONTRACTOR'S REPRESENTATIVES

The County reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the County, serving the needs of the County adequately.

14. SCOPE OF AGREEMENT, MERGER

This Price 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 Price Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Price Agreement.

15. NOTICE

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

16. INDEMNIFICATION

The Contractor shall hold the County and its Departments, agencies and employees harmless and shall indemnify the County and its agencies and employees against any and all claims, suits, actions, liabilities and cost 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 sub-contractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the Department, its officers or employees.

17. THIRD PARTY BENEFICIARY

~~This Price Agreement was not intended to and does not create any rights in any persons not a party hereto.~~

18. NEW MEXICO TORT CLAIMS ACT.

No provision of this Price Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by the County and its Departments or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

19. INSURANCE.

- A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Price Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,050,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Price Agreement is an insured contract. Santa Fe County shall be named an additional insured on the policy.
- C. Worker's Compensation Insurance. The Contractor shall comply with the provisions of the Worker's Compensation Act.
- D. Increased Limits. If, during the life of this Price Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

20. APPLICABLE LAW

This Price Agreement shall be governed by the laws of the State of New Mexico.

21. CHOICE OF LAW

This Price Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. The parties agree that the exclusive forum for any litigation between them arising out of or related to this Price Agreement shall be in the First Judicial District Court of New Mexico, located in Santa Fe County, New Mexico.

22. INVALID TERM OR CONDITION/SEVERABILITY

The provisions of this Price Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Price Agreement is determined to be invalid by a court or department or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of the Price Agreement, which can be given effect without the invalid provision.

23. ENFORCEMENT OF AGREEMENT

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

24. SURVIVAL

The Provisions of the following listed paragraphs shall survive termination of this Price Agreement: Delivery & Billing Instructions; Records; Indemnification; Applicable Law; and Survival.

25. NOTICES

Either party may give written notice to the other party in accordance with the terms of this Price Agreement. 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.

To the County:

Santa Fe County
102 Grant Avenue
PO Box 276
Santa Fe, NM 87504-0276

To the Contractor:

Air Management Services, Inc.
4516 Anaheim NE
Albuquerque, NM 87113

IN WITNESS WHEREOF, the parties have executed this Price Agreement as of the date of execution by:

SANTA FE COUNTY

Kathy Holian, Chair
Board of County Commissioners

Date

ATTEST:

Geraldine Salazar
Santa Fe County Clerk

Date

APPROVED AS TO FORM

Stephen C. Ross
Stephen C. Ross
Santa Fe County Attorney

2/20/13
Date

FINANCE DEPARTMENT APPROVAL

Teresa C. Martinez
Teresa C. Martinez, Director
Finance Department

3/5/2013
Date

CONTRACTOR

[Signature]
Signature

3-6-13
Date

Mike Reuter
Print Name and Title

FEDERAL TAX I.D. NUMBER: 850361225

BID SHEET CONTINUED**1. Journeyman, regular work hours (per hour)**

Projects under \$60,000	<u>\$62.27</u>
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Projects over \$60,000	<u>\$62.27</u>
------------------------	----------------

2. Journeyman, work hours, after 5:00 PM – 8:00 AM

Projects under \$60,000	<u>\$93.41</u>
-------------------------	----------------

Projects over \$60,000	<u>\$93.41</u>
------------------------	----------------

3. Journeyman, weekend work hours

Projects under \$60,000	<u>\$93.41</u>
-------------------------	----------------

Projects over \$60,000	<u>\$93.41</u>
------------------------	----------------

4. Journeyman, holiday work hours

Projects under \$60,000	<u>\$155.68</u>
-------------------------	-----------------

Projects over \$60,000	<u>\$155.68</u>
------------------------	-----------------

5. Apprentice, regular work hours (per hour)

Projects under \$60,000	<u>\$51.64</u>
-------------------------	----------------

Projects over \$60,000	<u>\$51.64</u>
------------------------	----------------

6. Apprentice, work hours, after 5:00 PM – 8:00 AM

Projects under \$60,000	<u>\$77.46</u>
-------------------------	----------------

Projects over \$60,000	<u>\$77.46</u>
------------------------	----------------

7. Apprentice, weekend work hours

Projects under \$60,000	\$77.46
	<hr/>
Projects over \$60,000	\$77.46
	<hr/>

8. Apprentice, holiday work hours

Projects under \$60,000	\$129.11
	<hr/>
Projects over \$60,000	\$129.11
	<hr/>

9. Laborer, regular work hours (per hour)

Projects under \$60,000	\$31.59
	<hr/>
Projects over \$60,000	\$31.59
	<hr/>

10. Laborer, work hours, after 5:00 PM – 8:00 AM

Projects under \$60,000	\$47.38
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Projects over \$60,000	\$47.38
	<hr/>

11. Laborer, weekend work hours

Projects under \$60,000	\$47.38
	<hr/>
Projects over \$60,000	\$47.38
	<hr/>

12. Laborer, holiday work hours

Projects under \$60,000	\$78.97
	<hr/>
Projects over \$60,000	\$78.97
	<hr/>



13. Diagnosis, project estimates, troubleshooting, regular work hours

Hourly Rate: \$62.27

14. Diagnosis, project estimates, troubleshooting work hours after 5:00 PM-8:00 AM

Hourly Rate: \$93.41

15. Diagnosis, project estimates, troubleshooting, weekend work hours

Hourly Rate: \$93.41

16. Diagnosis, project estimates, troubleshooting, holiday work hours

Hourly Rate: \$155.68

17. Discount given on all RETAIL parts and materials 10%

Major Manufacturer	Discount
CARRIER	10%
TRANE	10%
LIEBERT	10%

Use additional sheet for more manufacturers

18. One way per mile costs, per services
 Vehicle required, measured from Contractor's office/job to the requested job site, for travel in excess of 50 miles one-way (based on mapquest.com)

Mileage Rate \$2.33

**SANTA FE COUNTY
PRICE AGREEMENT
MISCELLANEOUS HEATING, VENTILATION, REFRIGERATION, AND AIR
CONDITIONING SERVICES**

~~THIS AGREEMENT is made and entered into by and between Santa Fe County, New Mexico, a political subdivision of the State of New Mexico, (hereinafter referred to as the "County") and Mechanical Control Solutions whose address is 4020 Vassar Drive, Suite E., Albuquerque, New Mexico 87107, authorized to do business in the State of New Mexico (hereinafter referred to as "the Contractor").~~

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. DEFINITIONS

- A. **"County"** shall mean the County of Santa Fe, New Mexico.
- B. **"Using Department or Department"** shall mean a Department, Commission or Board of Santa Fe County.
- C. **"Purchase Order"** shall mean a fully executed Purchase Order issued by the County Purchasing Department that specifies the items and services to be provided by the Contractor.
- D. **"Price Agreement"** means this indefinite quantity Price Agreement which requires the Contractor to provide Heating, Ventilation, Refrigeration, and Air Conditioning Services to the Using Department when issued a Purchase Order.
- E. **"Price"** means the fixed prices paid by the County and its departments for the Heating, Ventilation, Refrigeration, and Air Conditioning Services described on Attachment A.

2. GOODS TO BE PROVIDED

- A. **Purchase.** Attachments A of this Price Agreement are the prices for the Contractor's tangible goods and services. Attachment A also indicates any specifications required for the tangible goods and services that are subject of this Price Agreement.
- B. **Items Listed on Attachment A.** The County may issue Purchase Orders for the purchase of the items listed on Attachment A. Any item ordered by the County must be a service described on Attachment A. All orders issued hereunder must bear both an order number and the number of this Price Agreement 2013-0186-C-PW/MS.
- C. **Quantities.** It is understood that this is an indefinite quantity Price Agreement and the County may purchase any quantity of the item(s) or services listed on Attachment A on an as-needed basis. No guarantee or warranty is made or implied that any order for any definite quantity of item(s) or services be issued under this Price Agreement. The Contractor is required to accept the Purchase Order and furnish the item(s) and service.

D. Specifications. The items furnished under this Price Agreement shall meet or exceed the specifications provided in this IFB# 2013-0186-PW/MS including all Addenda. Orders issued pursuant to this Agreement must show the applicable Price Agreement items(s).

E. Delivery and Billing Instructions.

1. ~~The Contractor shall deliver the items and services in accordance with the County's instructions. The Contractor shall also deliver, with the services ordered, an invoice listing the order number and the Price Agreement number.~~
 2. Whenever the Using Department does not accept any deliverable and returns it to the Contractor, all related documentation furnished by the Contractor shall also be returned.
 3. A Using Department will inform the Contractor within five (5) business days that a deliverable is unacceptable by the Using Department.
- F. Price.** Prices listed in Attachment A for each item shall be the fixed prices and rates for the items and services.

3. PAYMENT

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

- A. Inspection.** Final inspection and acceptance of all items and services ordered shall be made at the destination. Items rejected at the destination for non-conformance with specifications shall be removed, at the Contractor's risk and expense, promptly after notice of rejection.
- B. Acceptance.** In accordance with NMSA 1978, Section 13-1-158, the Using Department shall determine if the items meet specifications, and may accept the items if the items meet specifications. No payment shall be made for any items until the items have been accepted in writing by the Using Department. Unless otherwise agreed upon between the Using Department and the Contractor, within thirty (30) days from the receipt of items, the Using Department shall issue a written certification of complete or partial acceptance or rejection of the items. The time period shall begin at the time of receipt of the final shipment when there are multiple shipments per purchase order. Unless the Using Department gives notice of rejection within the specified time period, the items will be deemed to have been accepted.
- C. Issuance of Orders.** Only written, signed and properly executed Purchase Orders are valid under this Price Agreement.
- D. Invoices.** The Contractor may submit invoices for payment no more frequently than monthly. The Contractor's invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of item(s), quantities, unit prices, extended totals, delivery tickets and applicable taxes. Separate invoices shall be rendered for each and every complete shipment. Invoices must be submitted to the Using Department and not the Purchasing Division.
- E. Payment of Invoices.** Upon written certification from the Using Department that the items have been received and accepted, payment shall be tendered to the

Contractor within thirty (30) days. If the payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on any unpaid balance due, for the items and services delivered, on the Price Agreement to the Contractor at the rate of 1.5 % per month. Payment shall be made to the Contractor's designated mailing address.

- F. **Tax Note.** Applicable gross receipts taxes or local option tax(es) shall be included on each invoice and shown as a separate item to be paid. The payment of taxes for any money received under this Price Agreement shall be the Contractor's sole responsibility and must be reported under the Contractor's federal and County tax identification number(s). If a Using Department is exempt from the New Mexico gross receipts tax or local option taxes for the transaction, the Using Department shall provide the Contractor with written evidence of such exemption(s).

4. TERM

This Price Agreement shall not become effective until approved in writing by all the parties as shown by their signatures below. The term of this Agreement shall be four (4) years on the same prices and rates as indicated on Attachment A and so stated in this Price Agreement.

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- B. The failure of the Contractor to perform its obligations under this Price Agreement shall constitute a default of this Price Agreement.
- C. The Contractor may be excused from performance if the Contractor's failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor, unless the County shall determine that the item, to be furnished by a sub-contractor, is obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- D. Such causes of excuse include, but are not limited to, acts of God or the public enemy, acts of the County 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.
- E. The County may cancel all, or any part, of any order without cost to the County if the Contractor fails to meet material provisions of the order and the Contractor shall be liable for any excess costs incurred by the County that is associated with such default.

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- A. For Convenience.** Consistent with applicable New Mexico laws, this Price Agreement may be terminated by the County, without penalty, at any time prior to the expiration date of this Price Agreement. County will provide at least twenty (20) days prior written notice to the Contractor of the date of termination. Notice of Termination of this Price Agreement shall not affect any outstanding order(s) issued under this Price Agreement prior to the effective date of termination for convenience by the County.
- B. For Cause.** Either party may terminate this Agreement for cause based upon material breach of this Agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If, within thirty (30) days, after receipt of a written notice, the breaching party has not corrected the breach or, in the case of a breach which cannot be corrected in thirty (30) days, begin and proceed in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the Agreement effective immediately. The non-breaching party shall retain any and all other remedies available to it under the law.

7. AMENDMENT

This Price Agreement may only be amended by mutual agreement of the County and the Contractor upon written notice by either party to the other. Any such amendment shall be in writing and signed by the parties hereto. Unless otherwise agreed to by the parties, an amendment shall not affect any outstanding Purchase Order(s) issued, by the County, prior to the effective date of the amendment.

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Contractor shall not sell, assign, pledge, transfer, or otherwise convey any of its rights or interests in this Price Agreement.

9. NON-COLLUSION

In signing this Price Agreement, the Contractor certifies it has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with its offer and this Price Agreement.

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During the term of this Price Agreement and for three (3) years thereafter, the Contractor shall maintain detailed records pertaining to the services or deliverables provided. These records shall be subject to inspection by the Using Department, the County and State Auditor and other appropriate County authorities. The County shall have the right to

audit billings both before and after payment. Payment under this Price Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.

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

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The County reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the County, serving the needs of the County adequately.

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This Price 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 Price Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Price Agreement.

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personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees, or sub-contractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the Department, its officers or employees.

17. THIRD PARTY BENEFICIARY

This Price Agreement was not intended to and does not create any rights in any persons not a party hereto.

18. NEW MEXICO TORT CLAIMS ACT.

No provision of this Price Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by the County and its Departments or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

19. INSURANCE.

- A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Price Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,050,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Price Agreement is an insured contract. Santa Fe County shall be named an additional insured on the policy.
- C. Worker's Compensation Insurance. The Contractor shall comply with the provisions of the Worker's Compensation Act.
- D. Increased Limits. If, during the life of this Price Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

20. APPLICABLE LAW

This Price Agreement shall be governed by the laws of the State of New Mexico.

21. CHOICE OF LAW

This Price Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. The parties agree that the exclusive forum for any litigation between them arising out of or related to this Price Agreement shall be in the First Judicial District Court of New Mexico, located in Santa Fe County, New Mexico.

22. INVALID TERM OR CONDITION/SEVERABILITY

The provisions of this Price Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Price Agreement is determined to be invalid by a court or department or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of the Price Agreement, which can be given effect without the invalid provision.

23. ENFORCEMENT OF AGREEMENT

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

24. SURVIVAL

The Provisions of the following listed paragraphs shall survive termination of this Price Agreement: Delivery & Billing Instructions; Records; Indemnification; Applicable Law; and Survival.

25. NOTICES

Either party may give written notice to the other party in accordance with the terms of this Price Agreement. 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.

To the County:

Santa Fe County
102 Grant Avenue
PO Box 276
Santa Fe, NM 87504-0276

To the Contractor:

Mechanical Control Solutions
4020 Vassar Drive, Suite E
Albuquerque, NM 87107

IN WITNESS WHEREOF, the parties have executed this Price Agreement as of the date of execution by:

SANTA FE COUNTY

Kathy Holian, Chair
Board of County Commissioners

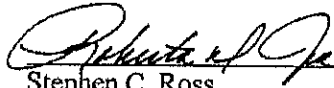
Date

ATTEST:

Geraldine Salazar
Santa Fe County Clerk

Date

APPROVED AS TO FORM

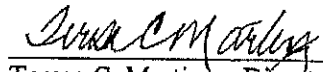


Stephen C. Ross
Santa Fe County Attorney

2/25/13

Date

FINANCE DEPARTMENT APPROVAL




Teresa C. Martinez, Director
Finance Department

3/5/2012

Date

CONTRACTOR



Signature

3/7/13

Date

Wes Williams GM

Print Name and Title

FEDERAL TAX I.D. NUMBER: 26-0017818

BID SHEET CONTINUED**1. Journeyman, regular work hours (per hour)**Projects under \$60,000 65.00Projects over \$60,000 65.00**2. Journeyman, work hours, after 5:00 PM – 8:00 AM**Projects under \$60,000 97.50Projects over \$60,000 97.50**3. Journeyman, weekend work hours**Projects under \$60,000 97.50Projects over \$60,000 97.50**4. Journeyman, holiday work hours**Projects under \$60,000 130.00Projects over \$60,000 130.00**5. Apprentice, regular work hours (per hour)**Projects under \$60,000 48.00Projects over \$60,000 48.00**6. Apprentice, work hours, after 5:00 PM – 8:00 AM**Projects under \$60,000 78.00Projects over \$60,000 78.00

7. Apprentice, weekend work hours

Projects under \$60,000	<u>78.00</u>
Projects over \$60,000	<u>78.00</u>

8. Apprentice, holiday work hours

Projects under \$60,000	<u>96.00</u>
Projects over \$60,000	<u>96.00</u>

9. Laborer, regular work hours (per hour)

Projects under \$60,000	<u>40.00</u>
Projects over \$60,000	<u>40.00</u>

10. Laborer, work hours, after 5:00 PM – 8:00 AM

Projects under \$60,000	<u>60.00</u>
Projects over \$60,000	<u>60.00</u>

11. Laborer, weekend work hours

Projects under \$60,000	<u>60.00</u>
Projects over \$60,000	<u>60.00</u>

12. Laborer, holiday work hours

Projects under \$60,000	<u>80.00</u>
Projects over \$60,000	<u>80.00</u>

13. Diagnosis, project estimates, troubleshooting, regular work hours

Hourly Rate: 65.00

14. Diagnosis, project estimates, troubleshooting work hours after 5:00 PM-8:00 AM

Hourly Rate: 90.00

15. Diagnosis, project estimates, troubleshooting, weekend work hours

Hourly Rate: 90.00

16. Diagnosis, project estimates, troubleshooting, holiday work hours

Hourly Rate: 110.00

17. Discount given on all RETAIL parts and materials

Major Manufacturer	Discount
LENOVO/RHEEM	15%

Use additional sheet for more manufacturers

18. One way per mile costs, per services

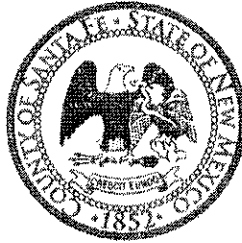
Vehicle required, measured from Contractor's office/job to the requested job site, for travel in excess of 50 miles one-way (based on mapquest.com)

Mileage Rate \$1.12

Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

Date: March 13, 2013

To: Santa Fe County Board of County Commissioners

From: David Sperling, Santa Fe County Fire Chief *DWS*
Bill Taylor, Purchasing Manager *BT*

Re: *Request Approval of Price Agreement #2013-0205-FD/MS Bunker Gear for Santa Fe County Fire Department to Municipal Emergency Services, Inc. for an Indefinite Quantity (IQ) (Public Safety and Purchasing)*

Issue:

The Fire Department and Purchasing Division solicited an Invitation for Bid (IFB) #2013-0205 for *Bunker Gear for Santa Fe County Fire Department* in accordance Section 13-1-103 NMSA 1978. The Fire Department requests authorization and approval to enter into Agreement #2013-0205-PW/MS with the lowest responsive Bidder - Municipal Emergency Services, Inc (MES).

Background:

The Santa Fe County Purchasing Division conducted an Invitation for Bid (IFB) pursuant to 13-1-103 NMSA 1978. According to Section 13-1-104 NMSA 1978, the IFB was advertised in the Legal Section of the New Mexican and the Albuquerque Journal. Proposals were accepted from the following firms:

Municipal Emergency Services, Inc. (Tempe, AZ)
LN Curtis (Phoenix, AZ)

Each piece of the structural firefighting gear was put through a series of comprehensive functional and material tests by representatives of the Santa Fe County Fire Department to determine which bunker gear met National Fire Protection Association (NFPA). The Morning Pride Bunker Gear, manufactured by Honeywell First Responders Products and distributed by MES, met or exceeded the equipment specifications and provides the best value for Santa Fe County Fire Department staff.

Action Requested:

The Fire Department requests authorization and approval to enter into Agreement #2013-0205-PW/MS with the highest rated Offeror, Municipal Emergency Service, Inc. for the Bunker Gear for Santa Fe County Fire Department.

Santa Fe County

Fiscal Impact Report

Department / Division: Public Safety / Fire

Action Item to be Considered: Price Agreement

Agreement Number: 2013-0205-FD/MS

Indicate with a <input checked="" type="checkbox"/> below	Section 1 - Identify the type of document below for BCC Consideration and Approval
<input type="checkbox"/>	Revenue, e.g. Grant, charges and fees, etc.
<input checked="" type="checkbox"/>	Contractual Services (includes change orders), e.g. Professional services agreement, construction, price agreement, joint powers agreement, lease agreement, etc.
<input type="checkbox"/>	Loan/Grant Agreement
<input type="checkbox"/>	Other: <div style="border: 1px solid black; height: 15px; width: 100%;"></div>

Indicate with a <input checked="" type="checkbox"/> below	Section 2 - Funding Source Identify the item below for BCC Consideration and Approval
<input type="checkbox"/>	General Fund, e.g. property taxes, gross receipt taxes, etc.
<input checked="" type="checkbox"/>	Special Revenue Funds, e.g. Fire, Indigent, etc.
<input type="checkbox"/>	Capital Outlay GRT, (capital infrastructure only, does not include maintenance or repair costs)
<input type="checkbox"/>	Bond Proceeds (general obligation and gross receipt tax revenue bonds)
<input checked="" type="checkbox"/>	Grant Funds. If yes, indicate the percentage and amount required % and/or \$, and source. % <input type="text" value="80"/> \$ <input type="text" value="232,736"/> Source <input type="text" value="NM Fire Protection Grants"/>
<input checked="" type="checkbox"/>	Other: 20% Grant Match of \$46,547 will be funded by the fire district's fire fund.

Section 3 - Ongoing operations and maintenance (O&M) requirements:	
Short Term (Specify needs for the current fiscal year only)	
Replacement of bunker gear.	
New FTE's #	Position <input type="text"/> Hourly Rate \$ <input type="text"/>
Current Fiscal Year Cost \$	Annual Cost \$
Initial Costs (Vehicle, computer, office space, etc.)	
\$279,283	
O & M (Concisely identify the recurring needs, supplies, equipment, and the resources necessary for carrying out the job duties)	
The Santa Fe County Fire Department received grant funding for bunker gear personal protective equipment (PPE).	

Current Fiscal Year Cost \$ 419,400 Annual Cost \$ 177,700

Long Term (Specify the needs for the next four (4) years. This will include staff, O & M, asset renewal and replacement costs, and additional capital needs)

There will be no long term needs for this bunker gear, per the NFPA standard 1971 a set of bunker gear is functional for a 10 year period unless damaged.

Salary & Benefits:

N/A

All other expenses:

N/A

Section 4 - Revenue

Short Term (Specify the revenue potential for the current fiscal year only. If a grant, specify the total grant award amount and the term. If a fee or charge for service, explain basis of revenue projection).

The grant award is for \$232,736 with a 20% match requirement of \$46,547 which will be paid out of each fire district (209) fire fund cost center this fiscal year.

Current FY Estimate \$ 279,283

Long Term (Specify the revenue potential for the next four (4) fiscal years. If a grant, specify the total grant award amount and the term. If a fee or charge for service, explain basis of revenue projection).

N/A

Annual Estimate \$ Total (next 4 years) \$

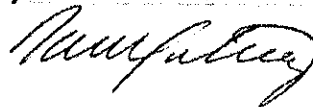
Additional Narrative

(Should include additional information such as significant issues, administrative issues and technical issues. What consequences, if any, may occur if this item is not acted upon):

The bunker gear that is in need of replacement is not in compliance with NFPA 1971. A grant application was written to the State Fire Marshal's Office and was awarded for the replacement of the bunker gear. The grant states that the funding has to be encumbered by May 1, 2013.

Prepared by **Steve Moya**

Reviewed by **David Sperling**



**SANTA FE COUNTY
PRICE AGREEMENT
BUNKER FOR THE SANTA FE COUNTY FIRE DEPARTMENT**

THIS AGREEMENT is made and entered into by and between Santa Fe County, New Mexico, a political subdivision of the State of New Mexico, (hereinafter referred to as the "County") and Municipal Emergency Services, Inc., whose business address is 2330 West University Drive, Unit 10, Tempe, Arizona 85281, (hereinafter referred to as "the Contractor").

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. DEFINITIONS

- A. **"County"** shall mean the County of Santa Fe, New Mexico.
- B. **"Using Department or Department"** shall mean a Department, Commission or Board of Santa Fe County.
- C. **"Purchase Order"** shall mean a fully executed Purchase Order issued by the County Purchasing Department that specifies the items and services to be provided by the Contractor.
- D. **"Price Agreement"** means this indefinite quantity Price Agreement which requires the Contractor to provide Bunker Gear to the Fire Department when issued a Purchase Order.
- E. **"Price"** means the fixed prices paid by the County and its Departments for the Bunker Gear described Attachment A.

2. GOODS TO BE PROVIDED

- A. **Purchase.** Attachments A of this Price Agreement are the prices for the Contractor's tangible goods and services. Attachment A also indicates any specifications required for the tangible goods and services that are subject of this Price Agreement.
- B. **Items Listed on Attachment A.** The County may issue Purchase Orders for the purchase of the items listed on Attachment A. Any item ordered by the County must be a service described on Attachment A. All orders issued hereunder must bear both an order number and the number of this Price Agreement 2013-0205-FD/MS.
- C. **Quantities.** It is understood that this is an indefinite quantity Price Agreement and the County may purchase any quantity of the item(s) or services listed on Attachment A on an as-needed basis. No guarantee or warranty is made or implied that any order for any definite quantity of item(s) or services be issued under this Price Agreement. The Contractor is required to accept the Purchase Order and furnish the item(s) and service.
- D. **Specifications.** The items furnished under this Price Agreement shall meet or exceed the specifications provided in this IFB# 2013-0205-FD/MS including all

Addenda. Orders issued pursuant to this Agreement must show the applicable Price Agreement items(s).

E. Delivery and Billing Instructions.

1. The Contractor shall deliver the items and services in accordance with the County's instructions. The Contractor shall also deliver, with the services ordered, an invoice listing the order number and the Price Agreement number.
2. Whenever the Using Department does not accept any deliverable and returns it to the Contractor, all related documentation furnished by the Contractor shall also be returned.
3. The Department will inform the Contractor within five (5) business days that a deliverable is unacceptable by the Using Department.
4. Prices listed in Attachment A, for each item, shall be the fixed prices and rates for the items and services.

F. Price. Prices listed in Attachment A for each item shall be the price for that item

3. PAYMENT

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

- A. Inspection.** Final inspection and acceptance of all items and services ordered shall be made at the destination. Items rejected at the destination for non-conformance with specifications shall be removed, at the Contractor's risk and expense, promptly after notice of rejection.
- B. Acceptance.** In accordance with NMSA 1978, Section 13-1-158, the Using Department shall determine if the items meet specifications, and may accept the items if the items meet specifications. No payment shall be made for any items until the items have been accepted in writing by the Using Department. Unless otherwise agreed upon between the Using Department and the Contractor, within thirty (30) days from the receipt of items, the Using Department shall issue a written certification of complete or partial acceptance or rejection of the items. The time period shall begin at the time of receipt of the final shipment when there are multiple shipments per purchase order. Unless the Using Department gives notice of rejection within the specified time period, the items will be deemed to have been accepted.
- C. Issuance of Orders.** Only written, signed and properly executed purchase orders are valid under this Price Agreement. Other authorized government entities may use this Price Agreement with the respective purchase order forms adapted by them for their use.
- D. Invoices.** The Contractor may submit invoices for payment no more frequently than monthly. The Contractor's invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of item(s), quantities, unit prices, extended totals, delivery tickets and applicable taxes. Separate invoices shall be rendered for each and every complete shipment. Invoices must be submitted to the Using Department and not the Purchasing Division.

E. Payment of Invoices. Upon written certification from the Using Department that the items have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days. If the payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. 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 Price Agreement to the Contractor at the rate of 1.5 % per month. Payment shall be made to the Contractor's designated mailing address.

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The County reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the County, serving the needs of the County adequately.

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personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees, or sub-contractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the Department, its officers or employees.

17. THIRD PARTY BENEFICIARY

This Price Agreement was not intended to and does not create any rights in any persons not a party hereto.

18. NEW MEXICO TORT CLAIMS ACT.

No provision of this Price Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by the County and its Departments or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

19. INSURANCE.

- A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Price Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,050,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Price Agreement is an insured contract. Santa Fe County shall be named an additional insured on the policy.
- C. Worker's Compensation Insurance. The Contractor shall comply with the provisions of the Worker's Compensation Act.
- D. Increased Limits. If, during the life of this Price Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

20. APPLICABLE LAW

This Price Agreement shall be governed by the laws of the State of New Mexico.

21. CHOICE OF LAW

This Price Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. The parties agree that the exclusive forum for any litigation between them arising out of or related to this Price Agreement shall be in the First Judicial District Court of New Mexico, located in Santa Fe County, New Mexico.

22. INVALID TERM OR CONDITION/SEVERABILITY

The provisions of this Price Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Price Agreement is determined to be invalid by a court or department or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of the Price Agreement, which can be given effect without the invalid provision.

23. ENFORCEMENT OF AGREEMENT

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

24. SURVIVAL

The Provisions of the following listed paragraphs shall survive termination of this Price Agreement: Delivery & Billing Instructions; Records; Indemnification; Applicable Law; and Survival.

25. NOTICES

Either party may give written notice to the other party in accordance with the terms of this Price Agreement. 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.

To the County:

Santa Fe County
102 Grant Avenue
PO Box 276
Santa Fe, NM 87504-0276

To the Contractor:

Municipal Emergency Services, Inc.
2330 West University Drive, Unit 10
Tempe, Arizona 85281

26. APPOINTMENT AGENT FOR SERVICE OF PROCESS:

The Contractor hereby irrevocably appoints, National Registered Agents, Inc., a New Mexico business located at, 1701 Old Pecos Trail, Santa Fe, New Mexico 87505, as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Contractor acknowledges and agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally served within the State of New Mexico.

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

IN WITNESS WHEREOF, the parties have executed this Price Agreement as of the date of execution by:

SANTA FE COUNTY

Kathleen Holian, Chair
Board of County Commissioners

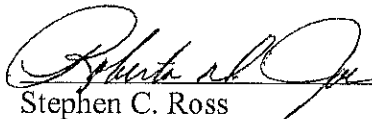
Date

ATTEST:

Geraldine Salazar
Santa Fe County Clerk

Date

APPROVED AS TO FORM




Stephen C. Ross
Santa Fe County Attorney

2/21/13

Date

FINANCE DEPARTMENT APPROVAL



Teresa C. Martinez, Director
Finance Department

2/26/2013

Date

MUNICIPAL EMERGENCY SERVICES, INC.

Barry Richardson
Signature

2/27/13
Date

Barry Richardson
Print Name and Title

FEDERAL TAX I.D. NUMBER: 65-105-1374

APPENDIX A

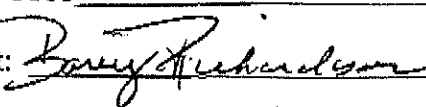
BID SHEET

Please offer your best price, for each item as outlined below. The Bidders shall complete the following bid sheet in full, for Bid No. 2013-0196-FD/MS, including signature at the bottom as stated. Be advised that award may be made without discussion with Bidders on offers received.

Item	Est. Qty	Item Description	Price Per Item
1.	100	Structural Firefighting Coat Per Specifications Morning Pride #TFGNMSANT00157 or Equal To	\$1290.00
1. a	100	Structural Firefighting Coat Black PBI Morning Pride #TFGNMHOND00035 or Equal To	\$1330.00
2.	100	Structural Firefighting Pants Per Specifications Morning Pride #TFGNMSANT00158 or Equal To	\$840.00
2. a	100	Structural Firefighting Pants Black PBI Morning Pride #TFGNMHOND00036 or Equal To	\$870.00
3.	100	Structural Firefighting Helmet Per Specifications Morning Pride #TFGNMSANT00161 or Equal To	\$240.00
		EV1 Morning pride Helmet	\$212.00
		HT-MES12 Ben Low Rider Goggles/EZflip	\$245.00
		HT-MES11 Ben Low Rider Reg. Face Shield	\$191.00
3. a	100	Structural Helmet Leather Shield Morning Pride #TFGHFLACO or Equal To	\$50.00
4.	100	Structural Firefighting Gloves Per Specifications Morning Pride #TFGGL9550 or Equal To	\$65.00
4. a	100	Structural Firefighting Gloves Shelby Elk Skin Morning Pride #DABD145 or Equal To	\$ No Bid
		Dragon Fire Alpha X Hybrid (All sizes)	\$50.00
		GL-SGMES Honeywell Super Glove (All Sizes)	\$102.00
5.	100	Structural Firefighting Boots Per Specifications For PRO-Warrington Model TFG4132 or Equal To	\$295.00
		Pro Warrington 9020 (All Sizes)	\$260.00
		Pro Warrington 5006 (All Sizes)	\$318.00

*4% Increase per Year

Bidder's Name: Barry Richardson Bidder's Phone: 602-402-3668

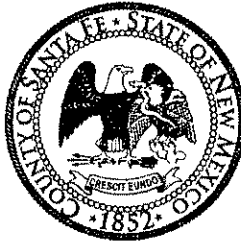
Fax #: 480-967-6101 Signature Bidder's Agent: 

Title: Southwest Regional Manager

Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

Date: March 26, 2013

To: Santa Fe County Board of County Commissioners

From: Bill Taylor, Procurement Manager *BT 3/13*

Via: Adam Leigland, Public Works Director *ALC 3/11/13*
Mark Hogan, Properties Facilities Director *MH*
Meghan Bayer, Project Manager *MB*

Re: *Request Approval of Change Order #2 to Agreement #2013-0145-OS/PL with Meridian Contracting, Inc. for Construction Services for the Santa Fe River Restoration from County Road 62 to San Ysidro Crossing in the amount of \$146,170.00 for a total contract amount of \$ 1,343,504.86 exclusive of GRT.*

Issue and Background:

The Santa Fe County Projects, Facilities, Open Space & Trails Division received authorization from the Board of County Commissioners to enter into an agreement with Meridian Contracting, Inc. for construction services for the Santa Fe River Greenway at San Isidro Park. This is County Open Space property located in the Agua Fria Village between County Road 62 and San Ysidro Crossing along the Santa Fe River. Agreement #2013-0145-OS/PL was executed with Meridian Contracting on October 18, 2012 in the amount of \$1,185,578.00 exclusive of GRT.

The construction work consists of river restoration on the Santa Fe River to address off-site drainage issues. Construction includes earthwork, removal of some existing structures, construction of rock walls, grade control structures, rock riffle rundowns, rock deflectors, rock vanes, catchment ponds and drainage, recreational trail, landscaping and re-vegetation.

During excavation of the Santa Fe River channel, Meridian Contracting discovered an extensive amount of buried trash and rubble. This was an unforeseen site condition, the extent of which was unknown to the County, the design engineer and the contractor prior to beginning excavation. This discovery has necessitated Change Order #2.

Change Order #1 was executed with Meridian Contracting in the amount of \$11,756.86 to add traffic control on River's Edge Lane and revisions to drainage ponds to accommodate the

sanitary sewer line easement. The increase amount of Change Order #2 is \$146,170.00. The total agreement amount incorporating both Change Orders is \$1,343,504.86 exclusive of GRT.

Action Requested:

Purchasing and Open Space & Trails Divisions is requesting approval of Change Order #2 to Agreement #2013-0145-OS/PL with Meridian Contracting, Inc. for Construction Services for the Santa Fe River Restoration from County Road 62 to San Ysidro Crossing in the amount of \$146,170.00 for a total contract amount of \$ 1,343,504.86 exclusive of GRT.

**Santa Fe County
Fiscal Impact Report**

Department: Public Works / Projects, Facilities and Open Space

Action Item for discussion: _____

Agreement Number: 2013-0145-OS/PL

Indicate with An X below	Section 1 Identify the type of document below for BCC Consideration and Approval
	Revenue, e.g. Grant, charges and fees, etc.
X	Contractual Services (includes change orders), e.g. Professional services agreement, construction, price agreement, joint powers agreement, lease agreement, etc.
	Loan/Grant Agreement
	Other:

Indicate with An X below	Section 2 Funding Source Identify the item below for BCC Consideration and Approval
	General Fund, e.g. Property taxes, gross receipt Taxes, etc.
	Special Revenue Funds, e.g. Fire, Indigent, etc.
	Capital Outlay GRT, (capital infrastructure only, Does not include maintenance or repair costs)
X	Bond Proceeds
	Grant Funds Match Y or N If yes, indicate the percentage and amount required % and/or \$, and source.
	Other:

Section 3 Ongoing operations and maintenance (O&M) requirements:

Short Term (specify needs for the current fiscal year only)

N/A

New FTE's	#	N/A	Position	Hourly Rate
Current Fiscal Year Cost \$				

Initial Costs (vehicle, computer, office space, etc.)

O & M (Concisely identify the recurring needs, supplies, equipment, and the resources necessary for carrying out the job duties)

Current Fiscal Year Cost \$

Annual Cost \$

Long Term Specify the needs for the next four (4) years. This will include staff, O & M, asset renewal and replacement costs, and additional capital needs.

N/A

Salary & Benefits:

All other expenses:

Change Order

No. 002

Date of Issuance: _____ Effective Date: _____

Project: SF River Restoration CR 62 to San Ysidro Crossing	Owner: SANTA FE COUNTY	Owner's Contract No.: 2013-0145-OS/PL
Contract:		Date of Contract: 10/18/12
Contractor: Meridian Contracting		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Add extra work: Rubble and Trash Removal, Sort, Haul, Dispose 1000 tons @ \$146.17 per ton

Attachments (list documents supporting change):

Work Change Directive 1

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price: (Excluding GRT)

Original Contract Times: Working days Calendar days

\$ **1,185,578.00**

Substantial completion (days or date): 150 _____

Ready for final payment (days or date): 180 _____

Increase from previously approved Change Orders No. 1 to No. 1:

Increase from previously approved Change Orders No. 1 to No. 1:

\$11,756.86 _____

Substantial completion (days): 4 _____

Ready for final payment (days): 4 _____

Contract Price prior to this Change Order:

Contract Times prior to this Change Order:

\$1,197,334.86 _____

Substantial completion (days or date): 154 _____

Ready for final payment (days or date): 184 _____

Increase of this Change Order:

Increase of this Change Order:

\$146,170.00 _____

Substantial completion (days or date): 20 _____

Ready for final payment (days or date): 20 _____

Contract Price incorporating this Change Order:

Contract Times with all approved Change Orders:

\$1,343,504.86 _____

Substantial completion (days or date): 174 _____

Ready for final payment (days or date): 204 _____

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: [Signature] 2/26/13
Project Manager (Authorized)

By: _____
Owner (Authorized Signature)

By: [Signature]
Contractor (Authorized Signature)

Date: _____

Date: _____

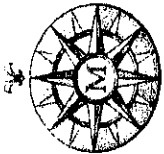
Date: 2/27/13

Approved by Funding Agency (if applicable): n/a

Approved as to form
Santa Fe County Attorney

EJCDC ~~12-401~~ Change Order 5/27/13

[Signature] 2/27/13



Meridian Contracting, Inc.

3535 Prioreau Dr. NE Albuquerque, NM 87107 PH: 505-872-2841 FAX: 505-884-0260

February 7, 2013

Attn: Meghan M. Bayer
Santa Fe County Open Space and Trails
901 W. Alameda
Santa Fe, NM 85701

Project: Santa Fe River Restoration
CR 62 to San Ysidro Crossing
Project #7801

Re: Proposed Change Order No. 002-Rubble and Trash Removal-REVISION 3-FINAL

Mrs. Bayer,

As discussed in RFI #8 and the site visit on January 17, 2013 Meridian has priced out the following for the removal of the rubble and trash uncovered while performing the excavation on the project.

- \$16.17 per Ton - Haul material off-site and dispose.
- Requires 1 additional working day per load hauled off.
- Land Fill will accept all materials including concrete, asphalt, steel, and all types of trash.
- No approval needed from US Army Corps of Engineers and no additional delays or stand-by time waiting for approval.

These prices do not include applicable gross receipts tax. I have attached the cost breakdown as outlined in NMDOT standard specifications. This will require coordination with a representative from Santa Fe County in order to accurately quantify for payment. Time is of the essence and I am requesting a response no later than the February 8, 2013.

If you have any questions or need additional information, please contact me.

Thank You,

Nolan J. Phillips
Meridian Contracting
(520) 260-0021

Arizona Contractor License#
RCC116288A
RCC12716-B1
Telephone (520) 676 6550



New Mexico Contractor Licenses:
354381
GA98, G668, GF98 & MANS8
Feeschedule (520) 676-0501

Meghan M. Bayer

From: Nolan Phillips [n.phillips@meridiancon.net]
Sent: Tuesday, February 12, 2013 7:47 AM
To: Meghan M. Bayer
Subject: RE: working days

Meghan,

To finish the additional work, I will need 20 working days. This will cover the time that was lost when the rubble was discovered as well as provide me with time to sort, screen, and haul the estimated 1000 TNS.

Sorry for the lateness of my reply.

Nolan J. Phillips, EI
Meridian Contracting, Inc.
Cell: 520-260-0021

From: Meghan M. Bayer [mailto:mbayer@co.santa-fe.nm.us]
Sent: Monday, February 11, 2013 5:43 PM
To: Nolan Phillips
Subject: working days

Hi Nolan –

Just a reminder, can you please send me an email with the number of additional working days needed to remove and dispose 1,000 tons of the rubble and debris?

I want to include this as back up on the change order paperwork for Roberta.

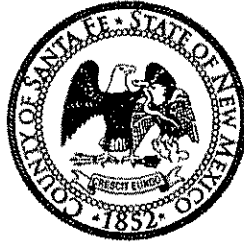
Thanks, Meghan

Meghan Bayer
Open Space and Trails Project Manager
Projects, Facilities & Open Space Division
Public Works Department
Santa Fe County
PO Box 276, Santa Fe, NM 87504
Phone: 505.992.9878
Fax: 505.992.9869

Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3




Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

Memorandum

TO: Santa Fe County Board of County Commissioners

FROM: Bill Taylor, Purchasing Supervisor 

VIA: Pablo Sedillo III, Public Safety Director

DATE: March 26, 2013

SUBJECT: Request a waiver from Section 1 of Ordinance No. 2012-5 to Upgrade Security Fencing at the Santa Fe County Adult Detention Facility in the amount of \$311,325.59 exclusive of GRT utilizing the State Price Agreement and authorizing the County Manager to sign the approved Purchase Order.
(Purchasing Division)

ISSUE:

The Santa Fe County Purchasing Division requests waiver from Section 1 of Ordinance No. 2012-5 for the Upgrade of Security Fencing.

BACKGROUND:

The Santa Fe County Adult Detention Facility has identified the need to upgrade the Security Fencing. This need was identified in the Corrections Department's Capital Outlay requests for FY 2013.

The upgrade will provide the facility and staff with safety and security for many years to come.

RECOMMENDATION:

The Purchasing Division and the Corrections Department request the Board of County Commissioners approve a waiver from Section 1 of Ordinance 2012-5 to Upgrade the Security Fencing utilizing the State Price Agreement.

Santa Fe County
Fiscal Impact Report

Department: Public Safety

Action Item for discussion: Request a Waiver to the from Section 1 of Ordinance #2012-5 to Upgrade Security Fencing at the Santa Fe County Adult Detention Facility in the amount of \$311,325.59 utilizing the State Price Agreement and authorizing the County Manager to sign the approved Purchase Order. (Purchasing Division)

Agreement Number: No Agreement Number

Indicate with An X below	Section 1 Identify the type of document below for BCC Consideration and Approval
	Revenue, e.g. Grant, charges and fees, etc.
X	Contractual Services (includes change orders), e.g. Professional services agreement, construction, price agreement, joint powers agreement, lease agreement, etc.
	Loan/Grant Agreement
	Other:

Indicate with An X below	Section 2 Funding Source Identify the Item below for BCC Consideration and Approval
X	General Fund, e.g. Property taxes, gross receipt Taxes, etc.
	Special Revenue Funds, e.g. Fire, Indigent, etc.
X	Capital Outlay GRT, (capital infrastructure only, Does not include maintenance or repair costs)
	Bond Proceeds
	Grant Funds Match Y or N If yes, indicate the percentage and amount required % and/or \$, and source.
	Other:

Section 3 Ongoing operations and maintenance (O&M) requirements:

Short Term (specify needs for the current fiscal year only)

New FTE's #: <u>None</u>	Position	Hourly Rate
Current Fiscal Year Cost \$		

Initial Costs (vehicle, computer, office space, etc.) None

O & M (Concisely identify the recurring needs, supplies, equipment, and the resources necessary for carrying out the job duties) There will be no recurring costs

Current Fiscal Year Cost \$ None

Annual Cost \$ None

Long Term Specify the needs for the next four (4) years. This will include staff, O & M, asset renewal and replacement costs, and additional capital needs.

Salary & Benefits: None

All other expenses: No additional expenses within the next four (4) years.

Additional Narrative (Should include additional information such as significant issues, administrative issues and technical issues. What consequences, if any, may occur if this item is not acted upon): This is additional security fencing for the Adult Detention Facility. This will serve to make the facility more secure and improve community safety. The total cost of the project is \$311,325.59.



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor

2 Vendors

Telephone No. _____

Price Agreement Number: 00-000-00-0009

Price Agreement Amendment No.: Three

Term: January 15, 2010 – January 14, 2014

Ship To:

All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Procurement Specialist: Natalie Martinez

Telephone No.: (505) 827-0251

Invoice:

As Requested

Title: **Fencing Materials and/or Installation**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from January 15, 2013 to January 14, 2014 at the same price, terms and conditions, for the following vendors: AFC, LLC (AA) and American Fence Co. of New Mexico (AB).

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 1/15/13

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION
PRICE AGREEMENT #: 00-000-00-00009

PAGE -9

.....
ITEM * APPROX* UNIT * ARTICLE AND DESCRIPTION * UNIT PRICE
* QTY * *
.....

To establish a Price Agreement to furnish fencing materials, gates and fittings. Also included in this Price Agreement will be to provide labor rates for installing new fence and materials and repair of existing fencing within the state of New Mexico.

The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period (s) of three (3) additional years, on a year-by-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Director at the same price, terms and conditions. This Price Agreement shall not exceed four (4) years.

Escalation Clause:

In the event of a product cost increase an escalation request will be reviewed by this office on an individual basis. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Price decreases as well as increases shall apply. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor.

Price increases will only be allowed semi-annually with the approval of the State Purchasing Division.

General Requirements:

The using agency will provide the awarded contractor(s) twenty four (24) hours to respond to any request involving labor for installation or repair of fencing material to make arrangements to have a crew and materials sent to the work site when available. The Contractor(s) must have installation crews available for installation and/or repair of materials at all New Mexico Department locations throughout the state of New Mexico.

The Contractor(s) and their employees agree to cooperate with and abide by any and all rules and regulations set forth by the user agency as not to interfere with the daily operations of the user agency or to jeopardize the health and safety of all employees, and the general public.

Contractor must be licensed, insured, and in compliance with all current applicable federal, state, and local rules, regulations, and codes pertaining to this type of work. The using agency shall not be held liable for any accidents or injuries to the Contractor's employees incurred as a result of contractor's employees' negligence while performing services for the user agency.

A potential contractor of the Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation Insurance coverage for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Price Agreement may be cancelled immediately.

For the New Mexico Corrections Department, any security clearances and/or criminal history background checks that may be required for the Contractor and its employees must be obtained prior to commencement of the job. The Corrections Department reserves the right to deny any employee of the Contractor, access to the property should that employee be in violation of any criteria required for the security clearance.

Any using agency reserves the right to escort any or all employees of the Contractor off the property for any inappropriate conduct or actions that jeopardize the safety, security, or well being of the facility. Should any incidents occur, this Price Agreement may be cancelled immediately.

STATE OF NEW MEXICO
 GENERAL SERVICES DEPARTMENT
 PURCHASING DIVISION
 PRICE AGREEMENT #: 00-000-00-00009

.....
 ITEM * APPROX * UNIT * ARTICLE AND DESCRIPTION * UNIT PRICE
 * QTY * * *

(AA) 0000084338

AFC-LLC
 5021 Edith Blvd NE
 Albuquerque, NM 87107
 (505) 344-8301

Payment Terms: 2% 10 Net
 FOB: Destination
 Delivery: Destination

(AB) 0000054618

American Fence Co of NM
 9634 2nd St NW
 Albuquerque, NM 87114
 (505) 897-3103

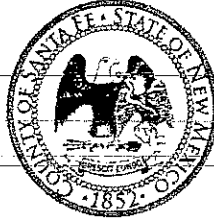
Payment Terms: Net 30
 FOB: Destination
 Delivery: 2 weeks

(AC) 0000048041

Apache Construction Co. Inc.,
 DBA: Valley Fence Company
 1933 Coors SW
 Albuquerque, NM 87121
 (505) 877-1155

Payment Terms: Net 30
 FOB: Destination
 Delivery: 10-15 days from written receipt of order

Daniel "Danny" Mayfield
Commissioner, District 1



Kathy Holian
Commissioner, District 4

Miguel M. Chavez
Commissioner, District 2

Elizabeth Stefanics
Commissioner, District 5

Robert A. Anaya
Commissioner, District 3

Katherine Miller
County Manager

Scope of Work to Upgrade of Security Fencing at the Santa Fe County Adult Detention Facility (ADF) as Amended 2/6/13

Scope of Work – The request to install concertina ("Maze") razor wire at the Santa Fe County ADF at 14 Camino Justicia in Santa Fe County is as follows:

All new wire will be 30" diameter concertina coils stretched to have no more than a 10" gap between strands. Existing razor wire that does not meet the maximum gap specification shall be removed and replaced.

Note that Santa Fe County currently owns 19 rolls of 30" diameter Maze concertina wire in storage. Please bid labor to install that wire as a part of bid item 3.1 below.

Medical Dock Area -

1. The existing 24" diameter concertina wire shall be removed and replaced. The block wall outside the medical dock area shall have two rows of 30" concertina wire installed along the entire interior top edge.
 1. Add two rows of 30" concertina wire above gates, along pro panel roof.
 2. All vertical corners and pipes shall be treated with a run of concertina wire to spec.

Chain Link Fence at Generator

2. Remove and dispose of existing 18" razor wire.
 1. Add two rows of 30" concertina wire along the top of the fence
 2. Add three rows of 30" concertina wire in a pyramid along the bottom of the fence
 3. All vertical corners shall have one row of 30" concertina wire from the parapet to within a foot above a doorway.
 4. Add transoms over each gate with one 30" concertina wire above.
 5. The gates shall be retrofitted with locking posts and sleeves in concrete in the ground so that both halves of the gate can be secured at each of two gates.

Perimeter & No Man's Land

3. Remove and dispose of all existing wire not installed to specification.

1. The interior perimeter fence shall have two rows of 30" concertina wire installed at top on barb arms facing each way and three rows of 30" concertina wire installed in a pyramid at the bottom of the interior side of the fence.
2. The exterior perimeter fence shall have one row of 30" concertina wire installed at top and two rows of 30" concertina wire installed in a pyramid at the bottom of the fence.
3. Add transom over eight gates with one row of 30" concertina wire on top.
4. The gates shall be retrofitted with locking posts and sleeves in concrete in the ground so that both halves of the gate can be secured at each of eight gates.

Interior Spur Fences and Corners

4. Relocate the existing gates into the center of the fence at two locations to allow razor pyramid at bottom of the interior fence.
5. **The interior spur fences (from the facility to the interior fence) shall have two rows of 30" concertina wire installed at top on barb arms facing both directions and shall have three rows of 30" concertina wire installed in a pyramid at the bottom of both sides of the spur fences.**
 1. Where the perpendicular fences join the wall, both sides of the join shall have a coil of 30" concertina wire installed vertically up to and over the top of fence.
6. Install one row of 30" concertina wire from the top of wall down each of 12 exposed roof drains to within 8' of grade.
7. Install one coil of 30" concertina wire vertically from the roof down the eleven (11) interior corners of the building to within eight feet of grade.
 1. At the top of each corner treated above in #7, attach one row of 30" concertina wire horizontally to the wall to at least six feet beyond the corner. This wire should be at the top of the wall below the parapet line.

Loading Dock Area –

8. Install two rows of 30" concertina wire along the top of the wall on the outside to augment the existing razor wire.
 1. Add one row of 30" concertina wire horizontally across parapet within loading dock.
 2. Add two rows of 30" concertina wire above gates
 3. Add a row of 30" concertina wire down each corner to within 8' of grade.

Install High Security Commercial Grade Gates and "Slide Driver" Operators with Security Packages.

9. Install two gates in Medical Dock Area at existing openings
10. Install two gates in Loading Dock Area at existing openings

Proposal shall be based upon Statewide Price Agreement 00-000-000-00009, shall be of prison grade materials as specified in the SPA and shall have sufficient detail to verify SPA pricing. Proposal shall be priced per item (ten items total) with individual mobilizations for each item. Contractor is responsible for all necessary permits and will be required to provide a 100% performance and payment bond. A state wage decision will be required.

Security clearances and background checks will be required by the facility for the contractor, its employees and subcontractors and must be obtained prior to commencement of any work at the facility.

The contractor must keep required security clearances for workers assigned to perform the work for this project prior to their arrival on site and throughout the duration of the project. The Corrections Department reserves the right to deny security clearance to any employee of the contractor, and/or subcontractor who is in violation of any criteria required for the security clearance. Santa Fe County Corrections Department will obtain and maintain the security clearances.

The Corrections Department reserves the right to provide an escort and/or full time supervision of the contractor, its employees and/or subcontractors during any or all phases of the project if the department feels it is in the best interest to provide these extraordinary security measures.

The Corrections Department reserves the right to escort any and all employees of the contractor and/or subcontractors off its property for any inappropriate conduct or actions that jeopardize the safety, security or well-being of the facility. Inappropriate behavior by the contractor, its employees or subcontractors shall immediately cancel this contract. Any employee of the contractor found in violation of any law while on the department's property will be prosecuted.

The contractor shall abide by the tool and material control requirements established by Santa Fe County ADF.

Please send proposal to:

Erik Aaboe
Santa Fe County
PO Box 276
Santa Fe, NM 87504
eaaboe@santafecountynm.gov
505-995-2718

American fence Co of New Mexico

9634 2nd NW, Albuquerque NM 87114
505-897-3103 , Fax 505-897-3604

PROJECT: Santa Fe Adult Detention facility, Attn: Erik Aaboe
~~AMERICAN-FENCE CO Proposes to furnish and install the following~~

#1. Chain link fence at Medical Dock

- a.228 If remove existing 24" razor ribbon at top of wall
- b.228 If Add two rows 30" maze razor ribbon at top of wall
- c.40 If Add two rows 30" maze razor ribbon above gates
- d.30 If Add two rows 30" maze razor ribbon above blue pro panel shade
- e.30 If Add one rows 30" maze razor ribbon in three corners, water fall to 8' above grade
- f.30 If Add one rows 30" maze razor ribbon in two out side corners at nw corner

Price this item \$ 11,135.83

#2. Chain link fence at generator

- a.185 If remove existing 18" razor ribbon at fence
- b.185 If Add two rows 30" maze razor ribbon at top of fence and three rows pyramid at bottom of fence
- c.30 If Add one rows 30" maze razor ribbon in two corners, water fall to 8' above grade
- d .Add transom over two gates with 3" pipe and Add one rows 30" maze razor ribbon on top
- e .add drop rod cement center keepers to two gates

Price this item \$ 11,514.23

#3. Chain link fence at perimeter fence and interior spurs

- a.1635 If remove existing 30' non reinforced razor ribbon at top and bottom of inner fence and interior spurs fences
- b.1635 If Add five rows 30" maze razor ribbon at 2 at top , 3 rows pyramid at bottom of inner fence and interior spurs fences
- c.1285 If Add three rows 30" maze razor ribbon at 1 at top,2 rows pyramid at bottom of outer fence
- d. Add transom over eight gates with 3" pipe and Add one rows 30" maze razor ribbon on top
- e. Add drop rod cement center keepers to eight gates
- f. 350 If Add five rows 30" maze razor ribbon at, 2 at top, 3 rows pyramid at bottom of interior spurs fences on the opposite side of item 3.b using 19 roll of owner furnished material

Price this item \$ 121,156.56

#4. Chain link fence at interior spurs

- a. remove existing gates and relocate in center of fence at two locations to allow razor pyramid at bottom of inner fence

Price this item \$ 2,792.72

#5. Chain link fence at interior spurs walls

- a. add 30" maze razor ribbon at fence up fence at walls over top off fence and back to the bottom of fence at 12 locations

Price this item \$4,195.80

#6. roof drains

- a.add 30" maze razor ribbon at 12 drains from top off roof to 8' above grade

Price this item \$ 5,137.04

#7. Interior corners off building

- a. add 30" maze razor ribbon at 11 interior corners of building from top off roof to 8' above grade
- b. add 30" maze razor ribbon at 11 interior corners of building 6' horizontally in each direction at top of parapet line

Price this item \$ 8,025.72

#8. Chain link fence at loading Dock

a.428 lf Add two rows 30" maze razor ribbon at top of wall on the out side off wall to existing razor ribbon

- b. 72 lf Add one rows 30" maze razor ribbon on building horizontally at top of parapet line
- c..40 lf Add two rows 30" maze razor ribbon above gates
- d.30 lf Add one rows 30" maze razor ribbon in two corners, water fall to 8' above grade

Price this item \$ 13,242.60

#9. Sally port gates at Medical Dock (2 each)

- a.2 each remove existing sally port gates and gate Beams, gate operators
- b. 2 each gates 21'x14' full height, 2 3/8" frames, 2"x4" bottom rail, 2" chain link mesh
- c.2 each fill gap between gate and header with pipe frame work
- d.4 each Dayton 1 ton trolleys
- e.2 each 40' l beams 10"x4" 16 lbs per ft installed on existing post
- f. 2 each pinch rollers at bottom of each gate
- g. 2 each HY-security slide driver 222 correctional gate operators unit 40, 240 volt single phase
- h. 2 each Hy -security aluminum grooved drive rail
- i. 2 each Hy- security slide driver heaters

Price this item \$55,464.82

#10. Sally port gates at loading Dock (2 each)

- a.2 each remove existing sally port gates and gate Beams, gate operators
- b. 2 each gates 24'x14' full height, 2 3/8" frames, 2"x4" bottom rail, 2" chain link mesh
- c.2 each fill gap between gate and header with pipe frame work
- d.4 each Dayton 1 ton trolleys
- e.2 each 40' l beams 10"x4" 16 lbs per ft installed on existing post
- f. 2 each pinch rollers at bottom of each gate
- g. 2 each HY-security slide driver 222 correctional gate operators unit 40, 240 volt single phase
- h. 2 each Hy -security aluminum grooved drive rail
- i. 2 each Hy- security slide driver heaters
- j. 2 each extend existing 6 5/8" post 15' at exit gate
- k. 1 each saw cut and add one 6 5/8" post at exit gate

Price this item \$ 59,316.48

Price this item \$ 291,981.80

6.625% Tax \$ 19,343.79

Total \$ 311,325.59

Note: gate operators would require 240 VAC , not currently at locations
Based on all controls and control wiring being in working order

Revised 2/7/13 price good for 30 days, Price based on 10 mobilization one for each project,
Additional mobilizations \$850.00 each

Exclusions: marking under ground utilities, damage due to unmarked underground utilities,
Staking, Grading, Clearing, Core drilling,

Inclusions: Permit if required, State wage rates, bond.

INDUSTRIAL ESTIMATOR

TIM GEORGE, 505-897-3103 ex 104, fax 505-897-3604, mobile 505-321-5775

D475r

Item No.	Quantity	Description	UOM	Price	Total
1		15/8 A40 (all USA made)	lf	\$ 1.96	\$ -
2		17/8 A40	lf	\$ 2.18	\$ -
3		23/8 A40	lf	\$ 3.06	\$ -
4	168	27/8 A40	lf	\$ 4.06	\$ 682.08
5		4" A40	lf	\$ 5.24	\$ -
6		65/8 Sch 40	lf	\$ 11.25	\$ -
7		8' high Gate	lf	\$ 6.00	\$ -
8		10' high Gate	lf	\$ 6.50	\$ -
9		12' high Gate	lf	\$ 6.75	\$ -
10		14' high Gate	lf	\$ 8.00	\$ -
11		1x9x8' chain link 1.2 oz KB	lf	\$ 6.95	\$ -
12		2x9x8' chain link	lf	\$ 3.73	\$ -
13		1x9x10' chain link	lf	\$ 8.21	\$ -
14		2x9x10' chain link	lf	\$ 4.68	\$ -
15		1x9x12' chain link	lf	\$ 9.86	\$ -
16		2x9x12' chain link	lf	\$ 5.63	\$ -
17		1x9x14' chain link	lf	\$ 17.27	\$ -
18		2x9x14' chain link	lf	\$ 7.09	\$ -
19		8' Tension Bars	each	\$ 3.24	\$ -
20		10' Tension Bars	each	\$ 4.06	\$ -
21		12' Tension Bars	each	\$ 4.89	\$ -
22		14' Tension Bars	each	\$ 5.00	\$ -
23		15/8 Tension Band	each	\$ 0.40	\$ -
24		17/8 Tension Band	each	\$ 0.50	\$ -
25		23/8 Tension Band	each	\$ 2.50	\$ -
26		27/8 Tension Band	each	\$ 3.33	\$ -
27		4" Tension Band	each	\$ 4.44	\$ -
28		6 5/8 Tension Band	each	\$ 7.78	\$ -
29		Barb Arm Base, universal, steel, 15/8 rail	each	\$ 1.00	\$ -
30		15/8 x 15/8 barb arm	each	\$ 1.25	\$ -
31		17/8 x 15/8 barb arm	each	\$ 2.75	\$ -
32		23/8 x 15/8 barb arm	each	\$ 3.28	\$ -
33		13/8" x 15/8" V-Arm	each	\$ 1.43	\$ -
34		23/8 corner arm	each	\$ 3.75	\$ -
35		27/8 corner arm	each	\$ 5.20	\$ -
36		4" corner arm	each	\$ 8.24	\$ -
37		Class 3, 4 point barb wire	roll	\$ 111.84	\$ -

Item

No. Quantity Description UOM Price Total
Barbed Tape, hardened stainless steel strip with clusters of 4(four) razor sharp barbs pounced at 4" centers, (razor ribbon helical or equal)

38		18" coiled roll x 50' long razor ribbon	roll	\$ 65.52	\$ -
39		24" coiled roll x 50' long	roll	\$ 67.07	\$ -
40		30" coiled roll x 50' long	roll	\$ 75.57	\$ -

Barbed Tape, hardened stainless steel strip with clusters of 8(eight) razor sharp barbs on 4" centers angled approx. 24 degrees from center. (Detainer hook barb or equal)

41		18" coiled roll x 20' long	roll	\$ 80.78	\$ -
42		31" coiled roll x 20' long	roll	\$ 93.82	\$ -
43		37" coiled roll x 20' long	roll	\$ 185.86	\$ -
44		60" coiled roll x 25' long	roll	\$ 376.29	\$ -

Item N Quantity Description UOM

Barbed Tape, heat resisting chromium steel plated reinforced concertina strip with clusters of 4 (four) razor sharp barbs punched on 4" centers. (Maze or equal)

45		18" coiled roll x 15' long	roll	\$ 53.78	\$ -
46		24" coiled roll x 20' long	roll	\$ 65.01	\$ -
47	482	30" coiled roll x 25' long	roll	\$ 192.06	\$ 92,572.92
48		hog rings 9-gauge 25lb carton	ctn	\$ 44.58	\$ -
49	12	hog rings 12 gauge 25 lb carton	ctn	\$ 46.67	\$ 560.04
50		tie wire, smooth galvanized, 1,700' per roll	roll	\$ 106.67	\$ -

Galvanized Steel tie wires, 9-gauge

51		6-1/2" x 1-5/8"	each	\$ 1.15	\$ -
52		8-1/2" x 1-5/8"	each	\$ 2.00	\$ -
53		10-1/2" x 2-7/8"	each	\$ 2.10	\$ -
54		14" x 4"	each	\$ 2.25	\$ -

Twistable tie wires, 8" end to end, 18 gauged, looped on each end

55		18 gauge galvanized 100 per carton	ctn	\$ 5.00	\$ -
56		18 gauge stainless 100 per carton	ctn	\$ 5.63	\$ -
57		Ground Stakes, 3/8" diameter concrete reinforcing bar, grade 60, 18" long with 3" x 3-1/2" hook.	each	\$ 3.53	\$ -

Percentage Off Book Price - 10% (Item 58 is Misc Sized Carriage Bolts.)

Item No. Quantity Description Retail 10% discount Total

58				\$ -	\$ -
58				\$ -	\$ -
58				\$ -	\$ -

Percentage Off Book Price - 10% (Item 59 is Misc Sized Bolts with Washers.)

Item No. Quantity Description Retail 10% discount Total

59		part#535030 red head expansion anchors 3/8"x2 1/2	\$ 3.05	\$ 2.75	\$ -
59				\$ -	\$ -
59				\$ -	\$ -

Percentage Off Book Price - 10% (Item 60 is Misc Sized posts and top rail fittings, sleeves, caps and ends.)

Item			10%		
No.	Quantity	Description	Retail	discount	Total
60				\$ -	\$ -
60				\$ -	\$ -
60				\$ -	\$ -
60				\$ -	\$ -
60				\$ -	\$ -
60				\$ -	\$ -
60				\$ -	\$ -

Percentage Off Book Price - 10% (Item 61 is Misc Sized posts and gate hinges.)

Item			10%		
No.	Quantity	Description	Retail	discount	Total
61	8	part#14550 industrial drop rod assy	\$ 189.01	\$ 170.11	\$ 1,360.88
61				\$ -	\$ -
61				\$ -	\$ -
61				\$ -	\$ -
61				\$ -	\$ -

Percentage Off Book Price - 10% (Item 62 is Misc fence parts off catalog.)

Item			10%		
No.	Quantity	Description	Retail	discount	Total
62		6"x6"x1/4" floor flange	\$ 7.50	\$ 6.75	\$ -
62	16	part#10680 post mix cement	\$ 3.01	\$ 2.71	\$ 43.36
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -

Item					
No.	Quantity	Description	UOM	Price	Total
63	228	New Fence installation, labor rate not including tax	hr	\$ 113.76	\$ 25,937.28
64		Existing Fence repairs, labor rate not including tax	hr	\$ 113.76	\$ -
65		mileage, material delivery only	mile	\$ 2.50	\$ -
66		Bundle Fence stays 36" x 9-gauge twist type	each	\$ 42.57	\$ -
67		Privacy chain link fence 6' without barbwire (material)	LF	\$ 11.04	\$ -
68		Privacy chain link fence 6' without barbwire (labor only)	LF	\$ 2.27	\$ -
69		Privacy chain link fence 6' with barbed wire (material)	LF	\$ 12.04	\$ -
70		Privacy chain link fence 6' with barbed wire (labor only)	LF	\$ 2.73	\$ -
71		Privacy slats (material only) 6' (10" bundles)	bundle	\$ 13.26	\$ -

Sub Total: \$ 121,156.56
 Tax: \$ -
 Total: \$ 121,156.56

Item No.	Quantity	Description	UOM	Price	Total
1	21	15/8 A40 (all USA made)	lf	\$ 1.96	\$ 41.16
2		17/8 A40	lf	\$ 2.18	\$ -
3		23/8 A40	lf	\$ 3.06	\$ -
4		27/8 A40	lf	\$ 4.06	\$ -
5		4" A40	lf	\$ 5.24	\$ -
6		65/8 Sch 40	lf	\$ 11.25	\$ -
7		8' high Gate	lf	\$ 6.00	\$ -
8		10' high Gate	lf	\$ 6.50	\$ -
9		12' high Gate	lf	\$ 6.75	\$ -
10		14' high Gate	lf	\$ 8.00	\$ -
11		1x9x8' chain link 1.2 oz KB	lf	\$ 6.95	\$ -
12		2x9x8' chain link	lf	\$ 3.73	\$ -
13		1x9x10' chain link	lf	\$ 8.21	\$ -
14		2x9x10' chain link	lf	\$ 4.68	\$ -
15		1x9x12' chain link	lf	\$ 9.86	\$ -
16		2x9x12' chain link	lf	\$ 5.63	\$ -
17		1x9x14' chain link	lf	\$ 17.27	\$ -
18		2x9x14' chain link	lf	\$ 7.09	\$ -
19		8' Tension Bars	each	\$ 3.24	\$ -
20		10' Tension Bars	each	\$ 4.06	\$ -
21		12' Tension Bars	each	\$ 4.89	\$ -
22		14' Tension Bars	each	\$ 5.00	\$ -
23		15/8 Tension Band	each	\$ 0.40	\$ -
24		17/8 Tension Band	each	\$ 0.50	\$ -
25		23/8 Tension Band	each	\$ 2.50	\$ -
26		27/8 Tension Band	each	\$ 3.33	\$ -
27		4" Tension Band	each	\$ 4.44	\$ -
28		6 5/8 Tension Band	each	\$ 7.78	\$ -
29		Barb Arm Base, universal, steel, 15/8 rail	each	\$ 1.00	\$ -
30		15/8 x 15/8 barb arm	each	\$ 1.25	\$ -
31		17/8 x 15/8 barb arm	each	\$ 2.75	\$ -
32		23/8 x 15/8 barb arm	each	\$ 3.28	\$ -
33		13/8" x 15/8" V-Arm	each	\$ 1.43	\$ -
34		23/8 corner arm	each	\$ 3.75	\$ -
35		27/8 corner arm	each	\$ 5.20	\$ -
36		4" corner arm	each	\$ 8.24	\$ -
37	1	Class 3, 4 point barb wire	roll	\$ 111.84	\$ 111.84

Item

No. Quantity Description UOM Price Total
Barbed Tape, hardened stainless steel strip with clusters of 4(four) razor sharp barbs pounced at 4" centers, (razor ribbon helical or equal)

No.	Quantity	Description	UOM	Price	Total
38		18" coiled roll x 50' long razor ribbon	roll	\$ 65.52	\$ -
39		24" coiled roll x 50' long	roll	\$ 67.07	\$ -
40		30" coiled roll x 50' long	roll	\$ 75.57	\$ -

Barbed Tape, hardened stainless steel strip with clusters of 8(eight) razor sharp barbs on 4" centers angled approx. 24 degrees from center. (Detainer hook barb or equal)

41		18" coiled roll x 20' long	roll	\$ 80.78	\$ -
42		31" coiled roll x 20' long	roll	\$ 93.82	\$ -
43		37" coiled roll x 20' long	roll	\$ 185.86	\$ -
44		60" coiled roll x 25' long	roll	\$ 376.29	\$ -

Item N Quantity Description UOM

Barbed Tape, heat resisting chromium steel plated reinforced concertina strip with clusters of 4 (four) razor sharp barbs punched on 4" centers. (Maze or equal)

45		18" coiled roll x 15' long	roll	\$ 53.78	\$ -
46		24" coiled roll x 20' long	roll	\$ 65.01	\$ -
47	28	30" coiled roll x 25' long	roll	\$ 192.06	\$ 5,377.68
48		hog rings 9-gauge 25lb carton	ctn	\$ 44.58	\$ -
49	1	hog rings 12 gauge 25 lb carton	ctn	\$ 46.67	\$ 46.67
50		tie wire, smooth galvanized, 1,700' per roll	roll	\$ 106.67	\$ -

Galvanized Steel tie wires, 9-gauge

51		6-1/2" x 1-5/8"	each	\$ 1.15	\$ -
52		8-1/2" x 1-5/8"	each	\$ 2.00	\$ -
53		10-1/2" x 2-7/8"	each	\$ 2.10	\$ -
54		14" x 4"	each	\$ 2.25	\$ -

Twistable tie wires, 8" end to end, 18 gauged, looped on each end

55		18 gauge galvanized 100 per carton	ctn	\$ 5.00	\$ -
56		18 gauge stainless 100 per carton	ctn	\$ 5.63	\$ -
57		Ground Stakes, 3/8" diameter concrete reinforcing bar, grade 60, 18" long with 3" x 3-1/2" hook.	each	\$ 3.53	\$ -

Percentage Off Book Price - 10% (Item 58 is Misc Sized Carriage Bolts.)

Item

No. Quantity Description Retail 10% discount Total

58				\$ -	\$ -
58				\$ -	\$ -
58				\$ -	\$ -

Percentage Off Book Price - 10% (Item 59 is Misc Sized Bolts with Washers.)

Item

No. Quantity Description Retail 10% discount Total

59	16	part#535030 red head expansion ancores 3/8"x2 1/2	\$ 3.05	\$ 2.75	\$ 44.00
59				\$ -	\$ -
59				\$ -	\$ -

Percentage Off Book Price - 10% (Item 60 is Misc Sized posts and top rail fittings, sleeves, caps and ends.)

Item No.	Quantity	Description	Retail	10% discount	Total
60				\$ -	\$ -
60				\$ -	\$ -
60				\$ -	\$ -
60				\$ -	\$ -
60				\$ -	\$ -
60				\$ -	\$ -
60				\$ -	\$ -

Percentage Off Book Price - 10% (Item 61 is Misc Sized posts and gate hinges.)

Item No.	Quantity	Description	Retail	10% discount	Total
61				\$ -	\$ -
61				\$ -	\$ -
61				\$ -	\$ -
61				\$ -	\$ -
61				\$ -	\$ -

Percentage Off Book Price - 10% (Item 62 is Misc fence parts off catalog.)

Item No.	Quantity	Description	Retail	10% discount	Total
62	8	6"x6"x1/4" floor flange	\$ 7.50	\$ 6.75	\$ 54.00
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -

Item

No.	Quantity	Description	UOM	Price	Total
63	48	New Fence installation, labor rate not including tax	hr	\$ 113.76	\$ 5,460.48
64		Existing Fence repairs, labor rate not including tax	hr	\$ 113.76	\$ -
65		mileage, material delivery only	mile	\$ 2.50	\$ -
66		Bundle Fence stays 36" x 9-gauge twist type	each	\$ 42.57	\$ -
67		Privacy chain link fence 6' without barbwire (material & LF	LF	\$ 11.04	\$ -
68		Privacy chain link fence 6' without barbwire (labor only	LF	\$ 2.27	\$ -
69		Privacy chain link fence 6' with barbed wire (material & LF	LF	\$ 12.04	\$ -
70		Privacy chain link fence 6' with barbed wire (labor only	LF	\$ 2.73	\$ -
71		Privacy slats (material only) 6' (10" bundles)	bundle	\$ 13.26	\$ -

Sub Total: \$ 11,135.83
Tax: \$ -
Total: \$ 11,135.83

Item No.	Quantity	Description	UOM	Price	Total
1		15/8 A40 (all USA made)	lf	\$ 1.96	\$ -
2		17/8 A40	lf	\$ 2.18	\$ -
3		23/8 A40	lf	\$ 3.06	\$ -
4	42	27/8 A40	lf	\$ 4.06	\$ 170.52
5		4" A40	lf	\$ 5.24	\$ -
6		65/8 Sch 40	lf	\$ 11.25	\$ -
7		8' high Gate	lf	\$ 6.00	\$ -
8		10' high Gate	lf	\$ 6.50	\$ -
9		12' high Gate	lf	\$ 6.75	\$ -
10		14' high Gate	lf	\$ 8.00	\$ -
11		1x9x8' chain link 1.2 oz KB	lf	\$ 6.95	\$ -
12		2x9x8' chain link	lf	\$ 3.73	\$ -
13		1x9x10' chain link	lf	\$ 8.21	\$ -
14		2x9x10' chain link	lf	\$ 4.68	\$ -
15		1x9x12' chain link	lf	\$ 9.86	\$ -
16		2x9x12' chain link	lf	\$ 5.63	\$ -
17		1x9x14' chain link	lf	\$ 17.27	\$ -
18		2x9x14' chain link	lf	\$ 7.09	\$ -
19		8' Tension Bars	each	\$ 3.24	\$ -
20		10' Tension Bars	each	\$ 4.06	\$ -
21		12' Tension Bars	each	\$ 4.89	\$ -
22		14' Tension Bars	each	\$ 5.00	\$ -
23		15/8 Tension Band	each	\$ 0.40	\$ -
24		17/8 Tension Band	each	\$ 0.50	\$ -
25		23/8 Tension Band	each	\$ 2.50	\$ -
26		27/8 Tension Band	each	\$ 3.33	\$ -
27		4" Tension Band	each	\$ 4.44	\$ -
28		6 5/8 Tension Band	each	\$ 7.78	\$ -
29		Barb Arm Base, universal, steel, 15/8 rail	each	\$ 1.00	\$ -
30		15/8 x 15/8 barb arm	each	\$ 1.25	\$ -
31		17/8 x 15/8 barb arm	each	\$ 2.75	\$ -
32		23/8 x 15/8 barb arm	each	\$ 3.28	\$ -
33		13/8" x 15/8" V-Arm	each	\$ 1.43	\$ -
34		23/8 corner arm	each	\$ 3.75	\$ -
35		27/8 corner arm	each	\$ 5.20	\$ -
36		4" corner arm	each	\$ 8.24	\$ -
37		Class 3, 4 point barb wire	roll	\$ 111.84	\$ -

Item

No. Quantity Description UOM Price Total

Barbed Tape, hardened stainless steel strip with clusters of 4(four) razor sharp barbs punched at 4" centers, (razor ribbon helical or equal)

38		18" coiled roll x 50' long razor ribbon	roll	\$ 65.52	\$ -
39		24" coiled roll x 50' long	roll	\$ 67.07	\$ -
40		30" coiled roll x 50' long	roll	\$ 75.57	\$ -

Barbed Tape, hardened stainless steel strip with clusters of 8(eight) razor sharp barbs on 4" centers angled approx. 24 degrees from center. (Detainer hook barb or equal)

41		18" coiled roll x 20' long	roll	\$ 80.78	\$ -
42		31" coiled roll x 20' long	roll	\$ 93.82	\$ -
43		37" coiled roll x 20' long	roll	\$ 185.86	\$ -
44		60" coiled roll x 25' long	roll	\$ 376.29	\$ -

Item N Quantity Description UOM

Barbed Tape, heat resisting chromium steel plated reinforced concertina strip with clusters of 4 (four) razor sharp barbs punched on 4" centers. (Maze or equal)

45		18" coiled roll x 15' long	roll	\$ 53.78	\$ -
46		24" coiled roll x 20' long	roll	\$ 65.01	\$ -
47	41	30" coiled roll x 25' long	roll	\$ 192.06	\$ 7,874.46
48		hog rings 9-gauge 25lb carton	ctn	\$ 44.58	\$ -
49	1	hog rings 12 gauge 25 lb carton	ctn	\$ 46.67	\$ 46.67
50		tie wire, smooth galvanized, 1,700' per roll	roll	\$ 106.67	\$ -

Galvanized Steel tie wires, 9-gauge

51		6-1/2" x 1-5/8"	each	\$ 1.15	\$ -
52		8-1/2" x 1-5/8"	each	\$ 2.00	\$ -
53		10-1/2" x 2-7/8"	each	\$ 2.10	\$ -
54		14" x 4"	each	\$ 2.25	\$ -

Twistable tie wires, 8" end to end, 18 gauged, looped on each end

55		18 gauge galvanized 100 per carton	ctn	\$ 5.00	\$ -
56		18 gauge stainless 100 per carton	ctn	\$ 5.63	\$ -
57		Ground Stakes, 3/8" diameter concrete reinforcing bar, grade 60, 18" long with 3" x 3-1/2" hook.	each	\$ 3.53	\$ -

Percentage Off Book Price - 10% (Item 58 is Misc Sized Carriage Bolts.)

Item No. Quantity Description Retail 10% discount Total

58				\$ -	\$ -
58				\$ -	\$ -
58				\$ -	\$ -

Percentage Off Book Price - 10% (Item 59 is Misc Sized Bolts with Washers.)

Item No. Quantity Description Retail 10% discount Total

59		part#535030 red head expansion ancores 3/8"x2 1/2	\$ 3.05	\$ 2.75	\$ -
59				\$ -	\$ -
59				\$ -	\$ -

Percentage Off Book Price - 10% (Item 60 is Misc Sized posts and top rail fittings, sleeves, caps and ends.)

Item No.	Quantity	Description	Retail	10% discount	Total
60				\$ -	\$ -
60				\$ -	\$ -
60				\$ -	\$ -
60				\$ -	\$ -
60				\$ -	\$ -
60				\$ -	\$ -
60				\$ -	\$ -

Percentage Off Book Price - 10% (Item 61 is Misc Sized posts and gate hinges.)

Item No.	Quantity	Description	Retail	10% discount	Total
61	2	part#14550 industrial drop rod assy	\$ 189.01	\$ 170.11	\$ 340.22
61				\$ -	\$ -
61				\$ -	\$ -
61				\$ -	\$ -
61				\$ -	\$ -

Percentage Off Book Price - 10% (Item 62 is Misc fence parts off catalog.)

Item No.	Quantity	Description	Retail	10% discount	Total
62		6"x6"x1/4" floor flange	\$ 7.50	\$ 6.75	\$ -
62	4	part#10680 post mix cement	\$ 3.01	\$ 2.71	\$ 10.84
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -

Item

No.	Quantity	Description	UOM	Price	Total
63	27	New Fence installation, labor rate not including tax	hr	\$ 113.76	\$ 3,071.52
64		Existing Fence repairs, labor rate not including tax	hr	\$ 113.76	\$ -
65		mileage, material delivery only	mile	\$ 2.50	\$ -
66		Bundle Fence stays 36" x 9-gauge twist type	each	\$ 42.57	\$ -
67		Privacy chain link fence 6' without barbwire (material &	LF	\$ 11.04	\$ -
68		Privacy chain link fence 6' without barbwire (labor only)	LF	\$ 2.27	\$ -
69		Privacy chain link fence 6' with barbed wire (material &	LF	\$ 12.04	\$ -
70		Privacy chain link fence 6' with barbed wire (labor only)	LF	\$ 2.73	\$ -
71		Privacy slats (material only) 6' (10" bundles)	bundle	\$ 13.26	\$ -

Sub Total: \$ 11,514.23
Tax: \$ -
Total: \$ 11,514.23

Item No.	Quantity	Description	UOM	Price	Total
1		15/8 A40 (all USA made)	lf	\$ 1.96	\$ -
2		17/8 A40	lf	\$ 2.18	\$ -
3		23/8 A40	lf	\$ 3.06	\$ -
4		27/8 A40	lf	\$ 4.06	\$ -
5	45	4" A40	lf	\$ 5.24	\$ 235.80
6		65/8 Sch 40	lf	\$ 11.25	\$ -
7		8' high Gate	lf	\$ 6.00	\$ -
8		10' high Gate	lf	\$ 6.50	\$ -
9		12' high Gate	lf	\$ 6.75	\$ -
10		14' high Gate	lf	\$ 8.00	\$ -
11		1x9x8' chain link 1.2 oz KB	lf	\$ 6.95	\$ -
12		2x9x8' chain link	lf	\$ 3.73	\$ -
13		1x9x10' chain link	lf	\$ 8.21	\$ -
14		2x9x10' chain link	lf	\$ 4.68	\$ -
15		1x9x12' chain link	lf	\$ 9.86	\$ -
16		2x9x12' chain link	lf	\$ 5.63	\$ -
17		1x9x14' chain link	lf	\$ 17.27	\$ -
18		2x9x14' chain link	lf	\$ 7.09	\$ -
19		8' Tension Bars	each	\$ 3.24	\$ -
20		10' Tension Bars	each	\$ 4.06	\$ -
21		12' Tension Bars	each	\$ 4.89	\$ -
22		14' Tension Bars	each	\$ 5.00	\$ -
23		15/8 Tension Band	each	\$ 0.40	\$ -
24		17/8 Tension Band	each	\$ 0.50	\$ -
25		23/8 Tension Band	each	\$ 2.50	\$ -
26		27/8 Tension Band	each	\$ 3.33	\$ -
27		4" Tension Band	each	\$ 4.44	\$ -
28		6 5/8 Tension Band	each	\$ 7.78	\$ -
29		Barb Arm Base, universal, steel, 15/8 rail	each	\$ 1.00	\$ -
30		15/8 x 15/8 barb arm	each	\$ 1.25	\$ -
31		17/8 x 15/8 barb arm	each	\$ 2.75	\$ -
32		23/8 x 15/8 barb arm	each	\$ 3.28	\$ -
33		13/8" x 15/8" V-Arm	each	\$ 1.43	\$ -
34		23/8 corner arm	each	\$ 3.75	\$ -
35		27/8 corner arm	each	\$ 5.20	\$ -
36		4" corner arm	each	\$ 8.24	\$ -
37		Class 3, 4 point barb wire	roll	\$ 111.84	\$ -

Item

No. Quantity Description UOM Price Total
Barbed Tape, hardened stainless steel strip with clusters of 4(four) razor sharp barbs punched at 4" centers, (razor ribbon helical or equal)

No.	Quantity	Description	UOM	Price	Total
38		18" coiled roll x 50' long razor ribbon	roll	\$ 65.52	\$ -
39		24" coiled roll x 50' long	roll	\$ 67.07	\$ -
40		30" coiled roll x 50' long	roll	\$ 75.57	\$ -

Barbed Tape, hardened stainless steel strip with clusters of 8(eight) razor sharp barbs on 4" centers angled approx. 24 degrees from center. (Detainer hook barb or equal)

41		18" coiled roll x 20' long	roll	\$ 80.78	\$ -
42		31" coiled roll x 20' long	roll	\$ 93.82	\$ -
43		37" coiled roll x 20' long	roll	\$ 185.86	\$ -
44		60" coiled roll x 25' long	roll	\$ 376.29	\$ -

Item N Quantity Description UOM

Barbed Tape, heat resisting chromium steel plated reinforced concertina strip with clusters of 4 (four) razor sharp barbs punched on 4" centers. (Maze or equal)

45		18" coiled roll x 15' long	roll	\$ 53.78	\$ -
46		24" coiled roll x 20' long	roll	\$ 65.01	\$ -
47		30" coiled roll x 25' long	roll	\$ 192.06	\$ -
48		hog rings 9-gauge 25lb carton	ctn	\$ 44.58	\$ -
49		hog rings 12 gauge 25 lb carton	ctn	\$ 46.67	\$ -
50		tie wire, smooth galvanized, 1,700' per roll	roll	\$ 106.67	\$ -

Galvanized Steel tie wires, 9-gauge

51		6-1/2" x 1-5/8"	each	\$ 1.15	\$ -
52		8-1/2" x 1-5/8"	each	\$ 2.00	\$ -
53		10-1/2" x 2-7/8"	each	\$ 2.10	\$ -
54		14" x 4"	each	\$ 2.25	\$ -

Twistable tie wires, 8" end to end, 18 gauged, looped on each end

55		18 gauge galvanized 100 per carton	ctn	\$ 5.00	\$ -
56		18 gauge stainless 100 per carton	ctn	\$ 5.63	\$ -
57		Ground Stakes, 3/8" diameter concrete reinforcing bar, grade 60, 18" long with 3" x 3-1/2" hook.	each	\$ 3.53	\$ -

Percentage Off Book Price - 10% (Item 58 is Misc Sized Carriage Bolts.)

Item

No. Quantity Description Retail 10% discount Total

58				\$ -	\$ -
58				\$ -	\$ -
58				\$ -	\$ -

Percentage Off Book Price - 10% (Item 59 is Misc Sized Bolts with Washers.)

Item

No. Quantity Description Retail 10% discount Total

59		part#535030 red head expansion anchors 3/8"x2 1/2	\$ 3.05	\$ 2.75	\$ -
59				\$ -	\$ -
59				\$ -	\$ -

State of NM
 Price Agreement
 Fencing

Price Agreement No:
 00-000-00-00009

Vendor: 54618

Percentage Off Book Price - 10% (Item 60 is Misc Sized posts and top rail fittings, sleeves, caps and ends.)

Item No.	Quantity	Description	Retail	10% discount	Total
60				\$ -	\$ -
60				\$ -	\$ -
60				\$ -	\$ -
60				\$ -	\$ -
60				\$ -	\$ -
60				\$ -	\$ -
60				\$ -	\$ -

Percentage Off Book Price - 10% (Item 61 is Misc Sized posts and gate hinges.)

Item No.	Quantity	Description	Retail	10% discount	Total
61		part#14550 industrial drop rod assy	\$ 189.01	\$ 170.11	\$ -
61				\$ -	\$ -
61				\$ -	\$ -
61				\$ -	\$ -
61				\$ -	\$ -

Percentage Off Book Price - 10% (Item 62 is Misc fence parts off catalog.)

Item No.	Quantity	Description	Retail	10% discount	Total
62		6"x6"x1/4" floor flange	\$ 7.50	\$ 6.75	\$ -
62	20	part#10680 post mix cement	\$ 3.01	\$ 2.71	\$ 54.20
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -

Item No.	Quantity	Description	UOM	Price	Total
63		New Fence installation, labor rate not including tax	hr	\$ 113.76	\$ -
64	22	Existing Fence repairs, labor rate not including tax	hr	\$ 113.76	\$ 2,502.72
65		mileage, material delivery only	mile	\$ 2.50	\$ -
66		Bundle Fence stays 36" x 9-gauge twist type	each	\$ 42.57	\$ -
67		Privacy chain link fence 6' without barbwire (material	LF	\$ 11.04	\$ -
68		Privacy chain link fence 6' without barbwire (labor only	LF	\$ 2.27	\$ -
69		Privacy chain link fence 6' with barbed wire (material	LF	\$ 12.04	\$ -
70		Privacy chain link fence 6' with barbed wire (labor only	LF	\$ 2.73	\$ -
71		Privacy slats (material only) 6' (10" bundles)	bundle	\$ 13.26	\$ -

Sub Total: \$ 2,792.72
 Tax: \$ -
 Total: \$ 2,792.72

Item No.	Quantity	Description	UOM	Price	Total
1		15/8 A40 (all USA made)	lf	\$ 1.96	\$ -
2		17/8 A40	lf	\$ 2.18	\$ -
3		23/8 A40	lf	\$ 3.06	\$ -
4		27/8 A40	lf	\$ 4.06	\$ -
5		4" A40	lf	\$ 5.24	\$ -
6		65/8 Sch 40	lf	\$ 11.25	\$ -
7		8' high Gate	lf	\$ 6.00	\$ -
8		10' high Gate	lf	\$ 6.50	\$ -
9		12' high Gate	lf	\$ 6.75	\$ -
10		14' high Gate	lf	\$ 8.00	\$ -
11		1x9x8' chain link 1.2 oz KB	lf	\$ 6.95	\$ -
12		2x9x8' chain link	lf	\$ 3.73	\$ -
13		1x9x10' chain link	lf	\$ 8.21	\$ -
14		2x9x10' chain link	lf	\$ 4.68	\$ -
15		1x9x12' chain link	lf	\$ 9.86	\$ -
16		2x9x12' chain link	lf	\$ 5.63	\$ -
17		1x9x14' chain link	lf	\$ 17.27	\$ -
18		2x9x14' chain link	lf	\$ 7.09	\$ -
19		8' Tension Bars	each	\$ 3.24	\$ -
20		10' Tension Bars	each	\$ 4.06	\$ -
21		12' Tension Bars	each	\$ 4.89	\$ -
22		14' Tension Bars	each	\$ 5.00	\$ -
23		15/8 Tension Band	each	\$ 0.40	\$ -
24		17/8 Tension Band	each	\$ 0.50	\$ -
25		23/8 Tension Band	each	\$ 2.50	\$ -
26		27/8 Tension Band	each	\$ 3.33	\$ -
27		4" Tension Band	each	\$ 4.44	\$ -
28		6 5/8 Tension Band	each	\$ 7.78	\$ -
29		Barb Arm Base, universal, steel, 15/8 rail	each	\$ 1.00	\$ -
30		15/8 x 15/8 barb arm	each	\$ 1.25	\$ -
31		17/8 x 15/8 barb arm	each	\$ 2.75	\$ -
32		23/8 x 15/8 barb arm	each	\$ 3.28	\$ -
33		13/8" x 15/8" V-Arm	each	\$ 1.43	\$ -
34		23/8 corner arm	each	\$ 3.75	\$ -
35		27/8 corner arm	each	\$ 5.20	\$ -
36		4" corner arm	each	\$ 8.24	\$ -
37		Class 3, 4 point barb wire	roll	\$ 111.84	\$ -

Item

No. Quantity Description UOM Price Total
Barbed Tape, hardened stainless steel strip with clusters of 4(four) razor sharp barbs pounced at 4" centers, (razor ribbon helical or equal)

38		18" coiled roll x 50' long razor ribbon	roll	\$ 65.52	\$ -
39		24" coiled roll x 50' long	roll	\$ 67.07	\$ -
40		30" coiled roll x 50' long	roll	\$ 75.57	\$ -

~~Barbed Tape, hardened stainless steel strip with clusters of 8(eight) razor sharp barbs on 4" centers angled approx. 24 degrees from center. (Detainer hook barb or equal)~~

41		18" coiled roll x 20' long	roll	\$ 80.78	\$ -
42		31" coiled roll x 20' long	roll	\$ 93.82	\$ -
43		37" coiled roll x 20' long	roll	\$ 185.86	\$ -
44		60" coiled roll x 25' long	roll	\$ 376.29	\$ -

Item N Quantity Description

UOM

Barbed Tape, heat resisting chromium steel plated reinforced concertina strip with clusters of 4 (four) razor sharp barbs punched on 4" centers. (Maze or equal)

45		18" coiled roll x 15' long	roll	\$ 53.78	\$ -
46		24" coiled roll x 20' long	roll	\$ 65.01	\$ -
47	10	30" coiled roll x 25' long	roll	\$ 192.06	\$ 1,920.60
48		hog rings 9-gauge 25lb carton	ctn	\$ 44.58	\$ -
49		hog rings 12 gauge 25 lb carton	ctn	\$ 46.67	\$ -
50		tie wire, smooth galvanized, 1,700' per roll	roll	\$ 106.67	\$ -

Galvanized Steel tie wires, 9-gauge

51		6-1/2" x 1-5/8"	each	\$ 1.15	\$ -
52		8-1/2" x 1-5/8"	each	\$ 2.00	\$ -
53		10-1/2" x 2-7/8"	each	\$ 2.10	\$ -
54		14" x 4"	each	\$ 2.25	\$ -

Twistable tie wires, 8" end to end, 18 gauged, looped on each end

55		18 gauge galvanized 100 per carton	ctn	\$ 5.00	\$ -
56		18 gauge stainless 100 per carton	ctn	\$ 5.63	\$ -
57		Ground Stakes, 3/8" diameter concrete reinforcing bar, grade 60, 18" long with 3" x 3-1/2" hook.	each	\$ 3.53	\$ -

Percentage Off Book Price - 10% (Item 58 is Misc Sized Carriage Bolts.)

Item

No. Quantity Description Retail 10% discount Total

58				\$ -	\$ -
58				\$ -	\$ -
58				\$ -	\$ -

Percentage Off Book Price - 10% (Item 59 is Misc Sized Bolts with Washers.)

Item

No. Quantity Description Retail 10% discount Total

59		part#535030 red head expansion anchors 3/8"x2 1/2	\$ 3.05	\$ 2.75	\$ -
59				\$ -	\$ -
59				\$ -	\$ -

Percentage Off Book Price - 10% (Item 60 is Misc Sized posts and top rail fittings, sleeves, caps and ends.)

Item No.	Quantity	Description	Retail	10% discount	Total
60				\$ -	\$ -
60				\$ -	\$ -
60				\$ -	\$ -
60				\$ -	\$ -
60				\$ -	\$ -
60				\$ -	\$ -
60				\$ -	\$ -

Percentage Off Book Price - 10% (Item 61 is Misc Sized posts and gate hinges.)

Item No.	Quantity	Description	Retail	10% discount	Total
61		part#14550 industrial drop rod assy	\$ 189.01	\$ 170.11	\$ -
61				\$ -	\$ -
61				\$ -	\$ -
61				\$ -	\$ -
61				\$ -	\$ -

Percentage Off Book Price - 10% (Item 62 is Misc fence parts off catalog.)

Item No.	Quantity	Description	Retail	10% discount	Total
62		6"x6"x1/4" floor flange	\$ 7.50	\$ 6.75	\$ -
62		part#10680 post mix cement	\$ 3.01	\$ 2.71	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -

Item

Item No.	Quantity	Description	UOM	Price	Total
63		New Fence installation, labor rate not including tax	hr	\$ 113.76	\$ -
64	20	Existing Fence repairs, labor rate not including tax	hr	\$ 113.76	\$ 2,275.20
65		mileage, material delivery only	mile	\$ 2.50	\$ -
66		Bundle Fence stays 36" x 9-gauge twist type	each	\$ 42.57	\$ -
67		Privacy chain link fence 6' without barbwire (material & LF	LF	\$ 11.04	\$ -
68		Privacy chain link fence 6' without barbwire (labor only	LF	\$ 2.27	\$ -
69		Privacy chain link fence 6' with barbed wire (material & LF	LF	\$ 12.04	\$ -
70		Privacy chain link fence 6' with barbed wire (labor only	LF	\$ 2.73	\$ -
71		Privacy slats (material only) 6' (10" bundles)	bundle	\$ 13.26	\$ -

Sub Total: \$ 4,195.80
 Tax: \$ -
 Total: \$ 4,195.80

Item No.	Quantity	Description	UOM	Price	Total
1		15/8 A40 (all USA made)	lf	\$ 1.96	\$ -
2		17/8 A40	lf	\$ 2.18	\$ -
3		23/8 A40	lf	\$ 3.06	\$ -
4		27/8 A40	lf	\$ 4.06	\$ -
5		4" A40	lf	\$ 5.24	\$ -
6		65/8 Sch 40	lf	\$ 11.25	\$ -
7		8' high Gate	lf	\$ 6.00	\$ -
8		10' high Gate	lf	\$ 6.50	\$ -
9		12' high Gate	lf	\$ 6.75	\$ -
10		14' high Gate	lf	\$ 8.00	\$ -
11		1x9x8' chain link 1.2 oz KB	lf	\$ 6.95	\$ -
12		2x9x8' chain link	lf	\$ 3.73	\$ -
13		1x9x10' chain link	lf	\$ 8.21	\$ -
14		2x9x10' chain link	lf	\$ 4.68	\$ -
15		1x9x12' chain link	lf	\$ 9.86	\$ -
16		2x9x12' chain link	lf	\$ 5.63	\$ -
17		1x9x14' chain link	lf	\$ 17.27	\$ -
18		2x9x14' chain link	lf	\$ 7.09	\$ -
19		8' Tension Bars	each	\$ 3.24	\$ -
20		10' Tension Bars	each	\$ 4.06	\$ -
21		12' Tension Bars	each	\$ 4.89	\$ -
22		14' Tension Bars	each	\$ 5.00	\$ -
23		15/8 Tension Band	each	\$ 0.40	\$ -
24		17/8 Tension Band	each	\$ 0.50	\$ -
25		23/8 Tension Band	each	\$ 2.50	\$ -
26		27/8 Tension Band	each	\$ 3.33	\$ -
27		4" Tension Band	each	\$ 4.44	\$ -
28		6 5/8 Tension Band	each	\$ 7.78	\$ -
29		Barb Arm Base, universal, steel, 15/8 rail	each	\$ 1.00	\$ -
30		15/8 x 15/8 barb arm	each	\$ 1.25	\$ -
31		17/8 x 15/8 barb arm	each	\$ 2.75	\$ -
32		23/8 x 15/8 barb arm	each	\$ 3.28	\$ -
33		13/8" x 15/8" V-Arm	each	\$ 1.43	\$ -
34		23/8 corner arm	each	\$ 3.75	\$ -
35		27/8 corner arm	each	\$ 5.20	\$ -
36		4" corner arm	each	\$ 8.24	\$ -
37		Class 3, 4 point barb wire	roll	\$ 111.84	\$ -

Item

No. Quantity Description UOM Price Total
Barbed Tape, hardened stainless steel strip with clusters of 4(four) razor sharp barbs pounced at 4" centers, (razor ribbon helical or equal)

No.	Quantity	Description	UOM	Price	Total
38		18" coiled roll x 50' long razor ribbon	roll	\$ 65.52	\$ -
39		24" coiled roll x 50' long	roll	\$ 67.07	\$ -
40		30" coiled roll x 50' long	roll	\$ 75.57	\$ -

Barbed Tape, hardened stainless steel strip with clusters of 8(eight) razor sharp barbs on 4" centers angled approx. 24 degrees from center. (Detainer hook barb or equal)

41		18" coiled roll x 20' long	roll	\$ 80.78	\$ -
42		31" coiled roll x 20' long	roll	\$ 93.82	\$ -
43		37" coiled roll x 20' long	roll	\$ 185.86	\$ -
44		60" coiled roll x 25' long	roll	\$ 376.29	\$ -

Item N Quantity Description UOM

Barbed Tape, heat resisting chromium steel plated reinforced concertina strip with clusters of 4 (four) razor sharp barbs punched on 4" centers. (Maze or equal)

45		18" coiled roll x 15' long	roll	\$ 53.78	\$ -
46		24" coiled roll x 20' long	roll	\$ 65.01	\$ -
47	14	30" coiled roll x 25' long	roll	\$ 192.06	\$ 2,688.84
48		hog rings 9-gauge 25lb carton	ctn	\$ 44.58	\$ -
49		hog rings 12 gauge 25 lb carton	ctn	\$ 46.67	\$ -
50		tie wire, smooth galvanized, 1,700' per roll	roll	\$ 106.67	\$ -

Galvanized Steel tie wires, 9-gauge

51		6-1/2" x 1-5/8"	each	\$ 1.15	\$ -
52		8-1/2" x 1-5/8"	each	\$ 2.00	\$ -
53		10-1/2" x 2-7/8"	each	\$ 2.10	\$ -
54	50	14" x 4"	each	\$ 2.25	\$ 112.50

Twistable tie wires, 8" end to end, 18 gauged, looped on each end

55		18 gauge galvanized 100 per carton	ctn	\$ 5.00	\$ -
56		18 gauge stainless 100 per carton	ctn	\$ 5.63	\$ -
57		Ground Stakes, 3/8" diameter concrete reinforcing bar, grade 60, 18" long with 3" x 3-1/2" hook.	each	\$ 3.53	\$ -

Percentage Off Book Price - 10% (Item 58 is Misc Sized Carriage Bolts.)

Item No.	Quantity	Description	Retail	10% discount	Total
58				\$ -	\$ -
58				\$ -	\$ -
58				\$ -	\$ -

Percentage Off Book Price - 10% (Item 59 is Misc Sized Bolts with Washers.)

Item No.	Quantity	Description	Retail	10% discount	Total
59	22	part#535030 red head expansion anchors 3/8"x2 1/2	\$ 3.05	\$ 2.75	\$ 60.50
59				\$ -	\$ -
59				\$ -	\$ -

State of NM
 Price Agreement
 Fencing

Price Agreement No:
 00-000-00-00009

Vendor: 54618

Percentage Off Book Price - 10% (Item 60 is Misc Sized posts and top rail fittings, sleeves, caps and ends.)

Item No.	Quantity	Description	Retail	10% discount	Total
60				\$ -	\$ -
60				\$ -	\$ -
60				\$ -	\$ -
60				\$ -	\$ -
60				\$ -	\$ -
60				\$ -	\$ -
60				\$ -	\$ -

Percentage Off Book Price - 10% (Item 61 is Misc Sized posts and gate hinges.)

Item No.	Quantity	Description	Retail	10% discount	Total
61		part#14550 industrial drop rod assy	\$ 189.01	\$ 170.11	\$ -
61				\$ -	\$ -
61				\$ -	\$ -
61				\$ -	\$ -
61				\$ -	\$ -

Percentage Off Book Price - 10% (Item 62 is Misc fence parts off catalog.)

Item No.	Quantity	Description	Retail	10% discount	Total
62		6"x6"x1/4" floor flange	\$ 7.50	\$ 6.75	\$ -
62		part#10680 post mix cement	\$ 3.01	\$ 2.71	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -

Item No.	Quantity	Description	UOM	Price	Total
63		New Fence installation, labor rate not including tax	hr	\$ 113.76	\$ -
64	20	Existing Fence repairs, labor rate not including tax	hr	\$ 113.76	\$ 2,275.20
65		mileage, material delivery only	mile	\$ 2.50	\$ -
66		Bundle Fence stays 36" x 9-gauge twist type	each	\$ 42.57	\$ -
67		Privacy chain link fence 6' without barbwire (material only)	LF	\$ 11.04	\$ -
68		Privacy chain link fence 6' without barbwire (labor only)	LF	\$ 2.27	\$ -
69		Privacy chain link fence 6' with barbed wire (material only)	LF	\$ 12.04	\$ -
70		Privacy chain link fence 6' with barbed wire (labor only)	LF	\$ 2.73	\$ -
71		Privacy slats (material only) 6' (10" bundles)	bundle	\$ 13.26	\$ -

Sub Total: \$ 5,137.04
 Tax: \$ -
 Total: \$ 5,137.04

Item No.	Quantity	Description	UOM	Price	Total
1		15/8 A40 (all USA made)	lf	\$ 1.96	\$ -
2		17/8 A40	lf	\$ 2.18	\$ -
3		23/8 A40	lf	\$ 3.06	\$ -
4		27/8 A40	lf	\$ 4.06	\$ -
5		4" A40	lf	\$ 5.24	\$ -
6		65/8 Sch 40	lf	\$ 11.25	\$ -
7		8' high Gate	lf	\$ 6.00	\$ -
8		10' high Gate	lf	\$ 6.50	\$ -
9		12' high Gate	lf	\$ 6.75	\$ -
10		14' high Gate	lf	\$ 8.00	\$ -
11		1x9x8' chain link 1.2 oz KB	lf	\$ 6.95	\$ -
12		2x9x8' chain link	lf	\$ 3.73	\$ -
13		1x9x10' chain link	lf	\$ 8.21	\$ -
14		2x9x10' chain link	lf	\$ 4.68	\$ -
15		1x9x12' chain link	lf	\$ 9.86	\$ -
16		2x9x12' chain link	lf	\$ 5.63	\$ -
17		1x9x14' chain link	lf	\$ 17.27	\$ -
18		2x9x14' chain link	lf	\$ 7.09	\$ -
19		8' Tension Bars	each	\$ 3.24	\$ -
20		10' Tension Bars	each	\$ 4.06	\$ -
21		12' Tension Bars	each	\$ 4.89	\$ -
22		14' Tension Bars	each	\$ 5.00	\$ -
23		15/8 Tension Band	each	\$ 0.40	\$ -
24		17/8 Tension Band	each	\$ 0.50	\$ -
25		23/8 Tension Band	each	\$ 2.50	\$ -
26		27/8 Tension Band	each	\$ 3.33	\$ -
27		4" Tension Band	each	\$ 4.44	\$ -
28		6 5/8 Tension Band	each	\$ 7.78	\$ -
29		Barb Arm Base, universal, steel, 15/8 rail	each	\$ 1.00	\$ -
30		15/8 x 15/8 barb arm	each	\$ 1.25	\$ -
31		17/8 x 15/8 barb arm	each	\$ 2.75	\$ -
32		23/8 x 15/8 barb arm	each	\$ 3.28	\$ -
33		13/8" x 15/8" V-Arm	each	\$ 1.43	\$ -
34		23/8 corner arm	each	\$ 3.75	\$ -
35		27/8 corner arm	each	\$ 5.20	\$ -
36		4" corner arm	each	\$ 8.24	\$ -
37		Class 3, 4 point barb wire	roll	\$ 111.84	\$ -

State of NM
Price Agreement
Fencing

Price Agreement No:
00-000-00-00009

Vendor: 54618

Item

No. Quantity Description UOM Price Total
Barbed Tape, hardened stainless steel strip with clusters of 4(four) razor sharp barbs punched at 4" centers, (razor ribbon helical or equal)

38		18" coiled roll x 50' long razor ribbon	roll	\$ 65.52	\$ -
39		24" coiled roll x 50' long	roll	\$ 67.07	\$ -
40		30" coiled roll x 50' long	roll	\$ 75.57	\$ -

Barbed Tape, hardened stainless steel strip with clusters of 8(eight) razor sharp barbs on 4" centers angled approx. 24 degrees from center. (Detainer hook barb or equal)

41		18" coiled roll x 20' long	roll	\$ 80.78	\$ -
42		31" coiled roll x 20' long	roll	\$ 93.82	\$ -
43		37" coiled roll x 20' long	roll	\$ 185.86	\$ -
44		60" coiled roll x 25' long	roll	\$ 376.29	\$ -

Item N Quantity Description UOM

Barbed Tape, heat resisting chromium steel plated reinforced concertina strip with clusters of 4 (four) razor sharp barbs punched on 4" centers. (Maze or equal)

45		18" coiled roll x 15' long	roll	\$ 53.78	\$ -
46		24" coiled roll x 20' long	roll	\$ 65.01	\$ -
47	18	30" coiled roll x 25' long	roll	\$ 192.06	\$ 3,457.08
48		hog rings 9-gauge 25lb carton	ctn	\$ 44.58	\$ -
49		hog rings 12 gauge 25 lb carton	ctn	\$ 46.67	\$ -
50		tie wire, smooth galvanized, 1,700' per roll	roll	\$ 106.67	\$ -

Galvanized Steel tie wires, 9-gauge.

51		6-1/2" x 1-5/8"	each	\$ 1.15	\$ -
52		8-1/2" x 1-5/8"	each	\$ 2.00	\$ -
53		10-1/2" x 2-7/8"	each	\$ 2.10	\$ -
54		14" x 4"	each	\$ 2.25	\$ -

Twistable tie wires, 8" end to end, 18 gauged, looped on each end

55		18 gauge galvanized 100 per carton	ctn	\$ 5.00	\$ -
56		18 gauge stainless 100 per carton	ctn	\$ 5.63	\$ -
57		Ground Stakes, 3/8" diameter concrete reinforcing bar, grade 60, 18" long with 3" x 3-1/2" hook.	each	\$ 3.53	\$ -

Percentage Off Book Price - 10% (Item 58 is Misc Sized Carriage Bolts.)

Item No. Quantity Description Retail discount Total

58				\$ -	\$ -
58				\$ -	\$ -
58				\$ -	\$ -

Percentage Off Book Price - 10% (Item 59 is Misc Sized Bolts with Washers.)

Item No. Quantity Description Retail discount Total

59	48	part#535030 red head expansion anchors 3/8"x2 1/2	\$ 3.05	\$ 2.75	\$ 132.00
59				\$ -	\$ -
59				\$ -	\$ -

Percentage Off Book Price - 10% (Item 60 is Misc Sized posts and top rail fittings, sleeves, caps and ends.)

Item No.	Quantity	Description	Retail	10% discount	Total
60				\$ -	\$ -
60				\$ -	\$ -
60				\$ -	\$ -
60				\$ -	\$ -
60				\$ -	\$ -
60				\$ -	\$ -
60				\$ -	\$ -

Percentage Off Book Price - 10% (Item 61 is Misc Sized posts and gate hinges.)

Item No.	Quantity	Description	Retail	10% discount	Total
61		part#14550 industrial drop rod assy	\$ 189.01	\$ 170.11	\$ -
61				\$ -	\$ -
61				\$ -	\$ -
61				\$ -	\$ -
61				\$ -	\$ -

Percentage Off Book Price - 10% (Item 62 is Misc fence parts off catalog.)

Item No.	Quantity	Description	Retail	10% discount	Total
62		6"x6"x1/4" floor flange	\$ 7.50	\$ 6.75	\$ -
62		part#10680 post mix cement	\$ 3.01	\$ 2.71	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -

Item No.	Quantity	Description	UOM	Price	Total
63		New Fence installation, labor rate not including tax	hr	\$ 113.76	\$ -
64	39	Existing Fence repairs, labor rate not including tax	hr	\$ 113.76	\$ 4,436.64
65		mileage, material delivery only	mile	\$ 2.50	\$ -
66		Bundle Fence stays 36" x 9-gauge twist type	each	\$ 42.57	\$ -
67		Privacy chain link fence 6' without barbwire (material & LF	LF	\$ 11.04	\$ -
68		Privacy chain link fence 6' without barbwire (labor only	LF	\$ 2.27	\$ -
69		Privacy chain link fence 6' with barbed wire (material & LF	LF	\$ 12.04	\$ -
70		Privacy chain link fence 6' with barbed wire (labor only	LF	\$ 2.73	\$ -
71		Privacy slats (material only) 6' (10" bundles)	bundle	\$ 13.26	\$ -

Sub Total: \$ 8,025.72
 Tax: \$ -
 Total: \$ 8,025.72

Item No.	Quantity	Description	UOM	Price	Total
1		15/8 A40 (all USA made)	lf	\$ 1.96	\$ -
2		17/8 A40	lf	\$ 2.18	\$ -
3		23/8 A40	lf	\$ 3.06	\$ -
4		27/8 A40	lf	\$ 4.06	\$ -
5		4" A40	lf	\$ 5.24	\$ -
6		65/8 Sch 40	lf	\$ 11.25	\$ -
7		8' high Gate	lf	\$ 6.00	\$ -
8		10' high Gate	lf	\$ 6.50	\$ -
9		12' high Gate	lf	\$ 6.75	\$ -
10		14' high Gate	lf	\$ 8.00	\$ -
11		1x9x8' chain link 1.2 oz KB	lf	\$ 6.95	\$ -
12		2x9x8' chain link	lf	\$ 3.73	\$ -
13		1x9x10' chain link	lf	\$ 8.21	\$ -
14		2x9x10' chain link	lf	\$ 4.68	\$ -
15		1x9x12' chain link	lf	\$ 9.86	\$ -
16		2x9x12' chain link	lf	\$ 5.63	\$ -
17		1x9x14' chain link	lf	\$ 17.27	\$ -
18		2x9x14' chain link	lf	\$ 7.09	\$ -
19		8' Tension Bars	each	\$ 3.24	\$ -
20		10' Tension Bars	each	\$ 4.06	\$ -
21		12' Tension Bars	each	\$ 4.89	\$ -
22		14' Tension Bars	each	\$ 5.00	\$ -
23		15/8 Tension Band	each	\$ 0.40	\$ -
24		17/8 Tension Band	each	\$ 0.50	\$ -
25		23/8 Tension Band	each	\$ 2.50	\$ -
26		27/8 Tension Band	each	\$ 3.33	\$ -
27		4" Tension Band	each	\$ 4.44	\$ -
28		6 5/8 Tension Band	each	\$ 7.78	\$ -
29		Barb Arm Base, universal, steel, 15/8 rail	each	\$ 1.00	\$ -
30		15/8 x 15/8 barb arm	each	\$ 1.25	\$ -
31		17/8 x 15/8 barb arm	each	\$ 2.75	\$ -
32		23/8 x 15/8 barb arm	each	\$ 3.28	\$ -
33		13/8" x 15/8" V-Arm	each	\$ 1.43	\$ -
34		23/8 corner arm	each	\$ 3.75	\$ -
35		27/8 corner arm	each	\$ 5.20	\$ -
36		4" corner arm	each	\$ 8.24	\$ -
37		Class 3, 4 point barb wire	roll	\$ 111.84	\$ -

Item

No. Quantity Description UOM Price Total
Barbed Tape, hardened stainless steel strip with clusters of 4(four) razor sharp barbs pounced at 4" centers, (razor ribbon helical or equal)

38		18" coiled roll x 50' long razor ribbon	roll	\$ 65.52	\$ -
39		24" coiled roll x 50' long	roll	\$ 67.07	\$ -
40		30" coiled roll x 50' long	roll	\$ 75.57	\$ -

Barbed Tape, hardened stainless steel strip with clusters of 8(eight) razor sharp barbs on 4" centers angled approx. 24 degrees from center. (Detainer hook barb or equal)

41		18" coiled roll x 20' long	roll	\$ 80.78	\$ -
42		31" coiled roll x 20' long	roll	\$ 93.82	\$ -
43		37" coiled roll x 20' long	roll	\$ 185.86	\$ -
44		60" coiled roll x 25' long	roll	\$ 376.29	\$ -

Item N Quantity Description UOM

Barbed Tape, heat resisting chromium steel plated reinforced concertina strip with clusters of 4 (four) razor sharp barbs punched on 4" centers. (Maze or equal)

45		18" coiled roll x 15' long	roll	\$ 53.78	\$ -
46		24" coiled roll x 20' long	roll	\$ 65.01	\$ -
47	45	30" coiled roll x 25' long	roll	\$ 192.06	\$ 8,642.70
48		hog rings 9-gauge 25lb carton	ctn	\$ 44.58	\$ -
49		hog rings 12 gauge 25 lb carton	ctn	\$ 46.67	\$ -
50		tie wire, smooth galvanized, 1,700' per roll	roll	\$ 106.67	\$ -

Galvanized Steel tie wires, 9-gauge

51		6-1/2" x 1-5/8"	each	\$ 1.15	\$ -
52		8-1/2" x 1-5/8"	each	\$ 2.00	\$ -
53		10-1/2" x 2-7/8"	each	\$ 2.10	\$ -
54		14" x 4"	each	\$ 2.25	\$ -

Twistable tie wires, 8" end to end, 18 gauged, looped on each end

55		18 gauge galvanized 100 per carton	ctn	\$ 5.00	\$ -
56		18 gauge stainless 100 per carton	ctn	\$ 5.63	\$ -
57		Ground Stakes, 3/8" diameter concrete reinforcing bar, grade 60, 18" long with 3" x 3-1/2" hook.	each	\$ 3.53	\$ -

Percentage Off Book Price - 10% (Item 58 is Misc Sized Carriage Bolts.)

Item No.	Quantity	Description	Retail	10% discount	Total
58				\$ -	\$ -
58				\$ -	\$ -
58				\$ -	\$ -

Percentage Off Book Price - 10% (Item 59 is Misc Sized Bolts with Washers.)

Item No.	Quantity	Description	Retail	10% discount	Total
59	18	part#535030 red head expansion anchors 3/8"x2 1/2	\$ 3.05	\$ 2.75	\$ 49.50
59				\$ -	\$ -
59				\$ -	\$ -

Percentage Off Book Price - 10% (Item 60 is Misc Sized posts and top rail fittings, sleeves, caps and ends.)

Item No.	Quantity	Description	Retail	10% discount	Total
60				\$ -	\$ -
60				\$ -	\$ -
60				\$ -	\$ -
60				\$ -	\$ -
60				\$ -	\$ -
60				\$ -	\$ -
60				\$ -	\$ -

Percentage Off Book Price - 10% (Item 61 is Misc Sized posts and gate hinges.)

Item No.	Quantity	Description	Retail	10% discount	Total
61		part#14550 industrial drop rod assy	\$ 189.01	\$ 170.11	\$ -
61				\$ -	\$ -
61				\$ -	\$ -
61				\$ -	\$ -
61				\$ -	\$ -

Percentage Off Book Price - 10% (Item 62 is Misc fence parts off catalog.)

Item No.	Quantity	Description	Retail	10% discount	Total
62		6"x6"x1/4" floor flange	\$ 7.50	\$ 6.75	\$ -
62		part#10680 post mix cement	\$ 3.01	\$ 2.71	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -

Item

No.	Quantity	Description	UOM	Price	Total
63		New Fence installation, labor rate not including tax	hr	\$ 113.76	\$ -
64	40	Existing Fence repairs, labor rate not including tax	hr	\$ 113.76	\$ 4,550.40
65		mileage, material delivery only	mile	\$ 2.50	\$ -
66		Bundle Fence stays 36" x 9-gauge twist type	each	\$ 42.57	\$ -
67		Privacy chain link fence 6' without barbwire (material & labor)	LF	\$ 11.04	\$ -
68		Privacy chain link fence 6' without barbwire (labor only)	LF	\$ 2.27	\$ -
69		Privacy chain link fence 6' with barbed wire (material & labor)	LF	\$ 12.04	\$ -
70		Privacy chain link fence 6' with barbed wire (labor only)	LF	\$ 2.73	\$ -
71		Privacy slats (material only) 6' (10" bundles)	bundle	\$ 13.26	\$ -

Sub Total: \$ 13,242.60
 Tax: \$ -
 Total: \$ 13,242.60

Item No.	Quantity	Description	UOM	Price	Total
1		15/8 A40 (all USA made)	lf	\$ 1.96	\$ -
2		17/8 A40	lf	\$ 2.18	\$ -
3	120	23/8 A40	lf	\$ 3.06	\$ 367.20
4		27/8 A40	lf	\$ 4.06	\$ -
5		4" A40	lf	\$ 5.24	\$ -
6		65/8 Sch 40	lf	\$ 11.25	\$ -
7		8' high Gate	lf	\$ 6.00	\$ -
8		10' high Gate	lf	\$ 6.50	\$ -
9		12' high Gate	lf	\$ 6.75	\$ -
10		14' high Gate	lf	\$ 8.00	\$ -
11		1x9x8' chain link 1.2 oz KB	lf	\$ 6.95	\$ -
12		2x9x8' chain link	lf	\$ 3.73	\$ -
13		1x9x10' chain link	lf	\$ 8.21	\$ -
14		2x9x10' chain link	lf	\$ 4.68	\$ -
15		1x9x12' chain link	lf	\$ 9.86	\$ -
16		2x9x12' chain link	lf	\$ 5.63	\$ -
17		1x9x14' chain link	lf	\$ 17.27	\$ -
18	10	2x9x14' chain link	lf	\$ 7.09	\$ 70.90
19		8' Tension Bars	each	\$ 3.24	\$ -
20		10' Tension Bars	each	\$ 4.06	\$ -
21		12' Tension Bars	each	\$ 4.89	\$ -
22		14' Tension Bars	each	\$ 5.00	\$ -
23		15/8 Tension Band	each	\$ 0.40	\$ -
24		17/8 Tension Band	each	\$ 0.50	\$ -
25		23/8 Tension Band	each	\$ 2.50	\$ -
26		27/8 Tension Band	each	\$ 3.33	\$ -
27		4" Tension Band	each	\$ 4.44	\$ -
28		6 5/8 Tension Band	each	\$ 7.78	\$ -
29		Barb Arm Base, universal, steel, 15/8 rail	each	\$ 1.00	\$ -
30		15/8 x 15/8 barb arm	each	\$ 1.25	\$ -
31		17/8 x 15/8 barb arm	each	\$ 2.75	\$ -
32		23/8 x 15/8 barb arm	each	\$ 3.28	\$ -
33		13/8" x 15/8" V-Arm	each	\$ 1.43	\$ -
34		23/8 corner arm	each	\$ 3.75	\$ -
35		27/8 corner arm	each	\$ 5.20	\$ -
36		4" corner arm	each	\$ 8.24	\$ -
37		Class 3, 4 point barb wire	roll	\$ 111.84	\$ -

Item

No. Quantity Description UOM Price Total
Barbed Tape, hardened stainless steel strip with clusters of 4(four) razor sharp barbs pounced at 4" centers, (razor ribbon helical or equal)

38		18" coiled roll x 50' long razor ribbon	roll	\$ 65.52	\$ -
39		24" coiled roll x 50' long	roll	\$ 67.07	\$ -
40		30" coiled roll x 50' long	roll	\$ 75.57	\$ -

Barbed Tape, hardened stainless steel strip with clusters of 8(eight) razor sharp barbs on 4" centers angled approx. 24 degrees from center. (Detainer hook barb or equal)

41		18" coiled roll x 20' long	roll	\$ 80.78	\$ -
42		31" coiled roll x 20' long	roll	\$ 93.82	\$ -
43		37" coiled roll x 20' long	roll	\$ 185.86	\$ -
44		60" coiled roll x 25' long	roll	\$ 376.29	\$ -

Item N Quantity Description UOM

Barbed Tape, heat resisting chromium steel plated reinforced concertina strip with clusters of 4 (four) razor sharp barbs punched on 4" centers. (Maze or equal)

45		18" coiled roll x 15' long	roll	\$ 53.78	\$ -
46		24" coiled roll x 20' long	roll	\$ 65.01	\$ -
47		30" coiled roll x 25' long	roll	\$ 192.06	\$ -
48		hog rings 9-gauge 25lb carton	ctn	\$ 44.58	\$ -
49		hog rings 12 gauge 25 lb carton	ctn	\$ 46.67	\$ -
50		tie wire, smooth galvanized, 1,700' per roll	roll	\$ 106.67	\$ -

Galvanized Steel tie wires, 9-gauge

51		6-1/2" x 1-5/8"	each	\$ 1.15	\$ -
52		8-1/2" x 1-5/8"	each	\$ 2.00	\$ -
53		10-1/2" x 2-7/8"	each	\$ 2.10	\$ -
54		14" x 4"	each	\$ 2.25	\$ -

Twistable tie wires, 8" end to end, 18 gauged, looped on each end

55		18 gauge galvanized 100 per carton	ctn	\$ 5.00	\$ -
56		18 gauge stainless 100 per carton	ctn	\$ 5.63	\$ -
57		Ground Stakes, 3/8" diameter concrete reinforcing bar, grade 60, 18" long with 3" x 3-1/2" hook.	each	\$ 3.53	\$ -

Percentage Off Book Price - 10% (Item 58 is Misc Sized Carriage Bolts.)

Item

No. Quantity Description Retail 10% discount Total

58				\$ -	\$ -
58				\$ -	\$ -
58				\$ -	\$ -

Percentage Off Book Price - 10% (Item 59 is Misc Sized Bolts with Washers.)

Item

No. Quantity Description Retail 10% discount Total

59		part#535030 red head expansion anchors 3/8"x2 1/2	\$ 3.05	\$ 2.75	\$ -
59				\$ -	\$ -
59				\$ -	\$ -

Percentage Off Book Price - 10% (Item 60 is Misc Sized posts and top rail fittings, sleeves, caps and ends.)

Item No.	Quantity	Description	Retail	10% discount	Total
60				\$ -	\$ -
60				\$ -	\$ -
60				\$ -	\$ -
60				\$ -	\$ -
60				\$ -	\$ -
60				\$ -	\$ -
60				\$ -	\$ -

Percentage Off Book Price - 10% (Item 61 is Misc Sized posts and gate hinges.)

Item No.	Quantity	Description	Retail	10% discount	Total
61				\$ -	\$ -
61				\$ -	\$ -
61				\$ -	\$ -
61				\$ -	\$ -
61				\$ -	\$ -

Percentage Off Book Price - 10% (Item 62 is Misc fence parts off catalog.)

Item No.	Quantity	Description	Retail	10% discount	Total
62	2	part#1042 hy security 222 of gate operator	\$ 23,950.00	\$ 2,155.00	\$ 43,110.00
62	2	part#1044 hy security 222 heater	\$ 1,350.00	\$ 121.50	\$ 2,430.00
62	40	part# 1002 l beam 16 lbs per ft	\$ 60.00	\$ 54.00	\$ 2,160.00
62	4	part# 1003 rollers	\$ 120.00	\$ 108.00	\$ 432.00
62	4	part31004 guides	\$ 60.00	\$ 54.00	\$ 216.00
62	2	part#548121 hd corretional gate 21'x14'	\$ 2,320.00	\$ 208.80	\$ 4,176.00
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -

Item

No.	Quantity	Description	UOM	Price	Total
63	22	New Fence installation, labor rate not including tax	hr	\$ 113.76	\$ 2,502.72
64		Existing Fence repairs, labor rate not including tax	hr	\$ 113.76	\$ -
65		mileage, material delivery only	mile	\$ 2.50	\$ -
66		Bundle Fence stays 36" x 9-gauge twist type	each	\$ 42.57	\$ -
67		Privacy chain link fence 6' without barbwire (material	LF	\$ 11.04	\$ -
68		Privacy chain link fence 6' without barbwire (labor only	LF	\$ 2.27	\$ -
69		Privacy chain link fence 6' with barbed wire (material	LF	\$ 12.04	\$ -
70		Privacy chain link fence 6' with barbed wire (labor only	LF	\$ 2.73	\$ -
71		Privacy slats (material only) 6' (10" bundles)	bundle	\$ 13.26	\$ -

Sub Total: \$ 55,464.82

Tax: \$ -

Total: **\$ 55,464.82**

Item No.	Quantity	Description	UOM	Price	Total
1		15/8 A40 (all USA made)	lf	\$ 1.96	\$ -
2		17/8 A40	lf	\$ 2.18	\$ -
3	132	23/8 A40	lf	\$ 3.06	\$ 403.92
4		27/8 A40	lf	\$ 4.06	\$ -
5		4" A40	lf	\$ 5.24	\$ -
6	54	65/8 Sch 40	lf	\$ 11.25	\$ 607.50
7		8' high Gate	lf	\$ 6.00	\$ -
8		10' high Gate	lf	\$ 6.50	\$ -
9		12' high Gate	lf	\$ 6.75	\$ -
10		14' high Gate	lf	\$ 8.00	\$ -
11		1x9x8' chain link 1.2 oz KB	lf	\$ 6.95	\$ -
12		2x9x8' chain link	lf	\$ 3.73	\$ -
13		1x9x10' chain link	lf	\$ 8.21	\$ -
14		2x9x10' chain link	lf	\$ 4.68	\$ -
15		1x9x12' chain link	lf	\$ 9.86	\$ -
16		2x9x12' chain link	lf	\$ 5.63	\$ -
17		1x9x14' chain link	lf	\$ 17.27	\$ -
18	18	2x9x14' chain link	lf	\$ 7.09	\$ 127.62
19		8' Tension Bars	each	\$ 3.24	\$ -
20		10' Tension Bars	each	\$ 4.06	\$ -
21		12' Tension Bars	each	\$ 4.89	\$ -
22		14' Tension Bars	each	\$ 5.00	\$ -
23		15/8 Tension Band	each	\$ 0.40	\$ -
24		17/8 Tension Band	each	\$ 0.50	\$ -
25		23/8 Tension Band	each	\$ 2.50	\$ -
26		27/8 Tension Band	each	\$ 3.33	\$ -
27		4" Tension Band	each	\$ 4.44	\$ -
28		6 5/8 Tension Band	each	\$ 7.78	\$ -
29		Barb Arm Base, universal, steel, 15/8 rail	each	\$ 1.00	\$ -
30		15/8 x 15/8 barb arm	each	\$ 1.25	\$ -
31		17/8 x 15/8 barb arm	each	\$ 2.75	\$ -
32		23/8 x 15/8 barb arm	each	\$ 3.28	\$ -
33		13/8" x 15/8" V-Arm	each	\$ 1.43	\$ -
34		23/8 corner arm	each	\$ 3.75	\$ -
35		27/8 corner arm	each	\$ 5.20	\$ -
36		4" corner arm	each	\$ 8.24	\$ -
37		Class 3, 4 point barb wire	roll	\$ 111.84	\$ -

Item

No. Quantity Description UOM Price Total
Barbed Tape, hardened stainless steel strip with clusters of 4(four) razor sharp barbs pounced at 4" centers, (razor ribbon helical or equal)

No.	Quantity	Description	UOM	Price	Total
38		18" coiled roll x 50' long razor ribbon	roll	\$ 65.52	\$ -
39		24" coiled roll x 50' long	roll	\$ 67.07	\$ -
40		30" coiled roll x 50' long	roll	\$ 75.57	\$ -

Barbed Tape, hardened stainless steel strip with clusters of 8(eight) razor sharp barbs on 4" centers angled approx. 24 degrees from center. (Detainer hook barb or equal)

41		18" coiled roll x 20' long	roll	\$ 80.78	\$ -
42		31" coiled roll x 20' long	roll	\$ 93.82	\$ -
43		37" coiled roll x 20' long	roll	\$ 185.86	\$ -
44		60" coiled roll x 25' long	roll	\$ 376.29	\$ -

Item N Quantity Description UOM

Barbed Tape, heat resisting chromium steel plated reinforced concertina strip with clusters of 4 (four) razor sharp barbs punched on 4" centers. (Maze or equal)

45		18" coiled roll x 15' long	roll	\$ 53.78	\$ -
46		24" coiled roll x 20' long	roll	\$ 65.01	\$ -
47		30" coiled roll x 25' long	roll	\$ 192.06	\$ -
48		hog rings 9-gauge 25lb carton	ctn	\$ 44.58	\$ -
49		hog rings 12 gauge 25 lb carton	ctn	\$ 46.67	\$ -
50		tie wire, smooth galvanized, 1,700' per roll	roll	\$ 106.67	\$ -

Galvanized Steel tie wires, 9-gauge

51		6-1/2" x 1-5/8"	each	\$ 1.15	\$ -
52		8-1/2" x 1-5/8"	each	\$ 2.00	\$ -
53		10-1/2" x 2-7/8"	each	\$ 2.10	\$ -
54		14" x 4"	each	\$ 2.25	\$ -

Twistable tie wires, 8" end to end, 18 gauged, looped on each end

55		18 gauge galvanized 100 per carton	ctn	\$ 5.00	\$ -
56		18 gauge stainless 100 per carton	ctn	\$ 5.63	\$ -
57		Ground Stakes, 3/8" diameter concrete reinforcing bar, grade 60, 18" long with 3" x 3-1/2" hook.	each	\$ 3.53	\$ -

Percentage Off Book Price - 10% (Item 58 is Misc Sized Carriage Bolts.)

Item

No. Quantity Description Retail 10% discount Total

58				\$ -	\$ -
58				\$ -	\$ -
58				\$ -	\$ -

Percentage Off Book Price - 10% (Item 59 is Misc Sized Bolts with Washers.)

Item

No. Quantity Description Retail 10% discount Total

59		part#535030 red head expansion anchors 3/8"x2 1/2	\$ 3.05	\$ 2.75	\$ -
59				\$ -	\$ -
59				\$ -	\$ -

Percentage Off Book Price - 10% (Item 60 is Misc Sized posts and top rail fittings, sleeves, caps and ends.)

Item No.	Quantity	Description	Retail	10% discount	Total
60				\$ -	\$ -
60				\$ -	\$ -
60				\$ -	\$ -
60				\$ -	\$ -
60				\$ -	\$ -
60				\$ -	\$ -
60				\$ -	\$ -

Percentage Off Book Price - 10% (Item 61 is Misc Sized posts and gate hinges.)

Item No.	Quantity	Description	Retail	10% discount	Total
61				\$ -	\$ -
61				\$ -	\$ -
61				\$ -	\$ -
61				\$ -	\$ -
61				\$ -	\$ -

Percentage Off Book Price - 10% (Item 62 is Misc fence parts off catalog.)

Item No.	Quantity	Description	Retail	10% discount	Total
62	2	part#1042 hy security 222 of gate operator	\$ 23,950.00	\$ 2,155.00	\$ 43,110.00
62	2	part#1044 hy security 222 heater	\$ 1,350.00	\$ 1,215.00	\$ 2,430.00
62	40	part# 1002 I beam 16 lbs per ft	\$ 60.00	\$ 54.00	\$ 2,160.00
62	4	part# 1003 rollers	\$ 120.00	\$ 108.00	\$ 432.00
62	4	part31004 guides	\$ 60.00	\$ 54.00	\$ 216.00
62	2	part#548122 hd corretional gate 24'x14'	\$ 2,680.00	\$ 2,412.00	\$ 4,824.00
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -
62				\$ -	\$ -

Item

No.	Quantity	Description	UOM	Price	Total
63	44	New Fence installation, labor rate not including tax	hr	\$ 113.76	\$ 5,005.44
64		Existing Fence repairs, labor rate not including tax	hr	\$ 113.76	\$ -
65		mileage, material delivery only	mile	\$ 2.50	\$ -
66		Bundle Fence stays 36" x 9-gauge twist type	each	\$ 42.57	\$ -
67		Privacy chain link fence 6' without barbwire (material	LF	\$ 11.04	\$ -
68		Privacy chain link fence 6' without barbwire (labor only)	LF	\$ 2.27	\$ -
69		Privacy chain link fence 6' with barbed wire (material	LF	\$ 12.04	\$ -
70		Privacy chain link fence 6' with barbed wire (labor only)	LF	\$ 2.73	\$ -
71		Privacy slats (material only) 6' (10" bundles)	bundle	\$ 13.26	\$ -

Sub Total: \$ 59,316.48
Tax: \$ -
Total: \$ 59,316.48



Memorandum

To: Santa Fe Board of County Commissioners

From: Dave Sperling, Fire Chief *DS*

Thru: Pablo Sedillo, Public Safety Director

Date: March 26, 2013

Re: *Requesting Board of County Commissioner approval for a waiver from Section 1 of Ordinance No. 2012-5 to purchase an engine fire apparatus for the La Puebla Fire District/Santa Fe County Fire Department in the amount of \$438,765 utilizing the Houston-Galveston Area Council cooperative purchasing agreement and authorizing the County Manager to sign the purchase order. (Public Safety/Fire)* *BC 3/13*

ISSUE:

The Santa Fe County Fire Department requests Board of County Commission approval for a waiver from Section 1 of Ordinance 2012-5 to purchase an engine fire apparatus for the La Puebla Fire District/Santa Fe County Fire Department in the amount of \$438,765 utilizing the Houston-Galveston Area Council (HGAC) cooperative purchasing agreement and authorizing the County Manager to sign the purchase order. (Public Safety/Fire)

BACKGROUND:

The Fire Department has identified a need to purchase an Engine Fire Apparatus for the La Puebla Fire District/Santa Fe County Fire Department. This need is identified in the Fire Department's Five Year Plan 2010-2014 as well as the Fire-Rescue Impact Fee Capital Improvement Plan. The Fire Engine is being purchased from the Siddons-Martin Emergency Group at a cost of \$438,765, which exceeds the \$250,000 threshold established by Santa Fe County Ordinance No. 2012-5. The funds for this purchase will be provided by a NM Fire Protection Grant Awarded to the La Puebla Fire District, La Puebla Fire District Impact Fees, La Puebla Fire Fund cash/revenue, and La Puebla Fire District NM State Forestry Revenue. This engine fire apparatus will greatly improve the capabilities of the northern region of Santa Fe County and will meet the needs of Santa Fe County for many years to come.

RECOMMENDATION:

The Fire Department requests the Board of County Commissioners approve a waiver from Section 1 of Ordinance 2012-5 in order to purchase this engine fire apparatus utilizing the Houston-Galveston Area Council (HGAC) purchasing agreement. The HGAC is a governmental purchasing agreement that was instituted to reduce the burden of procurement on local governments and has been approved by the State of New Mexico Procurement Department for use by New Mexico Counties. The Santa Fe County Fire Department has used HGAC to make apparatus purchases in the recent past.

Santa Fe County Fiscal Impact Report

Department / Division:

Action Item to be Considered:

Agreement Number:

Indicate with a <input checked="" type="checkbox"/> below	Section 1 - Identify the type of document below for BCC Consideration and Approval
<input type="checkbox"/>	Revenue, e.g. Grant, charges and fees, etc.
<input type="checkbox"/>	Contractual Services (includes change orders), e.g. Professional services agreement, construction, price agreement, joint powers agreement, lease agreement, etc.
<input type="checkbox"/>	Loan/Grant Agreement
<input checked="" type="checkbox"/>	Other: <div style="border: 1px solid black; padding: 5px;"> Waiver from Section 1 of Ordinance No. 2012-5 to purchase an engine fire apparatus for the La Puebla Fire District/Santa Fe County Fire Department in the amount of \$438,765 utilizing the Houston-Galveston Area Council cooperative purchasing agreement and authorizing the County Manager to sign the purchase order. </div>

Indicate with a <input checked="" type="checkbox"/> below	Section 2 - Funding Source Identify the Item below for BCC Consideration and Approval
<input type="checkbox"/>	General Fund, e.g. property taxes, gross receipt taxes, etc.
<input checked="" type="checkbox"/>	Special Revenue Funds, e.g. Fire, Indigent, etc.
<input type="checkbox"/>	Capital Outlay GRT, (capital infrastructure only, does not include maintenance or repair costs)
<input type="checkbox"/>	Bond Proceeds (general obligation and gross receipt tax revenue bonds)
<input type="checkbox"/>	Grant Funds. If yes, indicate the percentage and amount required % and/or \$, and source. % <input type="text"/> \$ <input type="text"/> Source <input type="text"/>
<input type="checkbox"/>	Other: <input type="text"/>

Section 3 - Ongoing operations and maintenance (O&M) requirements:	
Short Term (Specify needs for the current fiscal year only)	
<input type="text" value="Purchase of fire engine for the La Puebla Fire District"/>	
New FTE's # <input type="text"/>	Position <input type="text"/> Hourly Rate \$ <input type="text"/>
Current Fiscal Year Cost \$ <input type="text"/>	Annual Cost \$ <input type="text"/>
Initial Costs (Vehicle, computer, office space, etc.) <input type="text"/>	

O & M (Concisely identify the recurring needs, supplies, equipment, and the resources necessary for carrying out the job duties)

N/A. Requesting a waiver from Ordinance No. 2012-5 to purchase a fire engine.

Current Fiscal Year Cost \$ 438,765

Annual Cost \$ N/A

Long Term (Specify the needs for the next four (4) years. This will include staff, O & M, asset renewal and replacement costs, and additional capital needs)

Vehicle maintenance cost for the next four years is estimated at \$8,000 to include replacement of tires, preventative maintenance, pump and radio maintenance and repairs.

Salary & Benefits:

N/A

All other expenses:

N/A

Section 4 - Revenue

Short Term (Specify the revenue potential for the current fiscal year only. If a grant, specify the total grant award amount and the term. If a fee or charge for service, explain basis of revenue projection).

The purchase of this engine is utilizing revenue from the La Puebla Fire District Impact Fees and the La Puebla Fire Fund (209) disbursements accumulated over prior years.

Current FY Estimate \$ 438,765

Long Term (Specify the revenue potential for the next four (4) fiscal years. If a grant, specify the total grant award amount and the term. If a fee or charge for service, explain basis of revenue projection).

N/A the fire engine will be purchased in FY-2013

Annual Estimate \$

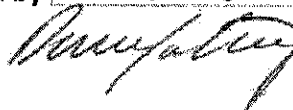
Total (next 4 years) \$

Additional Narrative

(Should include additional information such as significant issues, administrative issues and technical issues. What consequences, if any, may occur if this item is not acted upon):

Prepared by Donna Morris

Reviewed by David Sperling



PURCHASE REQUISITION NBR: 0000135930

STATUS: NEEDS ADDITIONAL INFO
REASON: LA PUEBLA FIRE DISTRICT

DATE: 2/28/13

REQUISITION BY: DIANAA

SHIP TO LOCATION: LA PUEBLA FIRE DISTRICT

DELIVER BY DATE: 6/30/13

SUGGESTED VENDOR: 20681 SIDDOONS-MARTIN EMERGENCY GROUP

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
----------	-------------	----------	-----	-----------	-------------	--------------------

1 REQUESTED BY: E-MTZ (LA PUEBLA)-- SABER PUC PUMPER FOR LA PUEBLA FIRE DIST. SEE ATTACHED SPEC AND QUOTE HGAC CONTRACT FS12-11 209-0835-422 1 AT 259,619.00
COMMODITY:
SUBCOMM: MISC

2 SABER PUC PUMPER FOR LA PUEBLA FIRE DIST. SEE ATTACHED SPEC AND QUOTE HGAC CONTRACT FS12-11 244-0835-422 1 AT 95,579.00
COMMODITY:
SUBCOMM: MISC

3 SABER PUC PUMPER FOR LA PUEBLA FIR DIST. SEE ATTACHED SPEC AND QUOTE AGAC CONTRACT FS12-11 216-0835-422 1 AT 83,567.00
HGAC CONTRACT FS12-11
COMMODITY:
SUBCOMM: MISC

REQUISITION TOTAL: 438765.00

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	20908354228009	CAPITAL PURCHASES VEHICLES	100.00	259619.00
				259619.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

LINE ITEM 2 PLEASE USE COST CENTER 244-0835-422
LINE ITEM 3 PLEASE USE COST CENTER 216-0835-422

APPROVED

BUDGET ONLY

Dan Foley 2-28-13

Sharon Vail
Date: 3/6/13

Line # 1 Budget OK
2 Budget OK
3 Resolution for \$5,567 may go before BCC 3/26/13 to bring budget to \$83,567

Checklist for Contracts Finance Department

Contract # NA


Contract Name: Siddons-Martin Emergency Group

- Receipt of Legal Contract Request Form from requesting department
- Requisition with Budget Approval By: Sharon Vigil, see requisition
- Term:
- Total Compensation: **\$259,619.00**
- Pay Invoices on net 30 day compensation
- Formal solicitation
 - RFP
 - IFB
 - RFQ
- Contract terms and conditions
- Grant
- MOA
- MOU
- Region III: _____
- DFA Approval: _____
- Board of Finance Approval: _____
- Other: _____

Notes:

This purchase for a fire engine apparatus is on the March 26th BCC meeting to waiver Ordinance 2012-5 to procure the apparatus on of HGAC price agreement.

Date: 3/11/13

Reviewed by: Teresa Martinez 
Other Staff: _____

Returned to Purchasing: _____

Part Number	Qty	Description	Published Options	Unpublished Options
202	1	Wheels, Front, Alcoa, 22.50" x 9.00", Aluminum, Hub Pilot	\$1,932.00	
203	1	Wheels, Rear, Alcoa, 22.50" x 8.25", Aluminum-Steel, Hub Pilot	\$3,629.00	
205	1	Controls, Electric Roll-Up Windows, 4dr, 3 Driver Controls, Quantum, Saber	\$1,383.00	
308	1	Foam Sys, Husky 3, Single Agent, PUC, Multi Select Feature	\$9,778.00	
313	1	Foam Cell, 30 Gallon, Reduce Water	\$1,321.00	
401	1	Inlet, 4" to 6" Front w/5" plumbing, w/Bleeder Valve, Saber, Dash-S, Imp, Vel	\$6,221.00	
402	1	Outlet, Frt 1.5" w/2" Plmb, Swivel, In Bmpr Tray	\$3,030.00	
403	1	Bumper, 19" extended - Saber	\$2,333.00	
407	1	Outlet, 4" w/4" Valve, Right Side, Akron valve, Electric, PUC	\$3,976.00	
408	1	Mechanical Seals, Silicon Carbide	\$774.00	
417	1	Pump, 1250 to 1500 Single Stage	\$4,125.00	
420	1	Outlet(s), RH Side, 2.50", (1), Electric Control, PUC	\$4,663.00	
424	1	PUC Configuration	\$17,391.00	
426	1	Outlet, 3.00" Deluge w/2.50" Valve, w/TFT Extend-a-Gun XG18 riser, PUC	\$3,599.00	
455	1	Cover, Hosebed, Twist & Turn Fasteners, Forward 1/3 of Hosebed, vinyl	\$894.00	
459	2	177" Hatch, Lift-up, 14" Wide, Both Sides, PUC	\$6,252.00	
460	1	Shelves, Adjustable, 500 lb Capacity, Full Width/Depth, Painted, 3rd Gen	\$1,008.00	
463	1	Light, Traffic Directing, Whelen TAL65, 36.01" Long LED	\$1,507.00	
473	1	Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door	\$3,282.00	
474	1	Lights, Perimeter Scene, LED	\$1,880.00	
475	1	Light, Visor, Whelen, 12V PFP1 Pioneer LED Floodlt, 1st	\$1,672.00	
476	2	Light, Whelen, 12V PFP1 Pioneer LED Floodlt, PBA103 Recessed 15 Deg 2nd	\$3,650.00	
476	2	Light, Whelen, 12V PFP1 Pioneer LED Floodlt, PBA103 Recessed 15 Deg 1st	\$3,650.00	
476	1	Light, Whelen, 12V PFP1 Pioneer LED Floodlt, PBA103 Recessed 15 Deg 3rd	\$1,825.00	
477	1	Light, Whelen, 12V PFP2 Pioneer LED Fld/Fld, Pole Mt 1st	\$1,933.00	
477	1	Light, Whelen, 12V PFP2 Pioneer LED Fld/Fld, Pole Mt 2nd	\$1,933.00	
941	1	PS 177" Rollup, (1) 50" Fwd, (1) 52" Rr, Std Depth, Raised Rear 6", PUC	\$4,149.00	
944	1	Tank, Water, 750 to 1000 Gallon, Poly, T-Shaped	\$1,971.00	
947	1	Ladders Btwn Tank & S.Sht, Built Into Body, PS, Pumper Style PUC, Smooth Alum Drs	\$3,726.00	
0004154	4	Handrail, Extra - 10" Long		\$822.95
0004680	1	Inlet, RH Side, 2.50" gated		\$1,093.73
0005097	1	Elbow, 30 Degree - 4.00"(F) X 5.00" Storz		\$433.03
0009620	1	Intake Relief Valve, Front Inlet		\$647.47
0014823	1	Control, Electric, Front Inlet, w/ID Lights		\$765.84
0016856	1	Shoreline, 15A 120V, Kussmaul Auto Eject, "Super"		\$447.99
0017359	3	Stripe, Black Outline, Vinyl on Reflective Band		\$215.63
0020372	1	Brushed S/S IPOS on Front Bulkheads		\$517.93
0027090	5	Tracks, Equipment Mounting, Horizontal		\$642.93
0044166	1	Swivel Mount, Heavy Duty, Fill in Blank Feature		\$164.41
0044431	1	Sleeve through Tank - Up to 3" Plumbing		\$302.55
0045550	1	Bezels, Whelen, (2) CAST4V, For mtg (4) Whelen 600 lights		\$454.79
0048644	1	Swivel, Smooth Chrome, 6.00" Front Inlet		\$1,506.53
0062640	3	Insert, Air Bottle Compt, "W" Shaped		\$443.35
0076629	3	Receptacle, 15A 120V 3-Prong SB Dup, Shoreline Int		\$780.56
0076826	2	Cup Holder for Telescopic - Pushup - Light Pole		\$239.02
0087342	2	Jog, "Z"-Shaped, In Reflective Stripe		\$602.08
0089471	2	Cutout, Handhold, in Hose Bed Divider		\$119.17

0199939	1	Cabinet, EMS, Forward Facing, DS, 17 Wide x 44.25 High x 17.38 Deep, Sab Ext Cab		\$1,368.46
0199940	1	Cabinet, EMS, Forward Facing, PS, 17 Wide x 44.25 High x 17.38 Deep, Sab Ext Cab		\$1,368.46
0516644	1	Mounting, Backboards, Above Crosslays, PUC		\$282.77
0516701	1	Emblem, American Flag Painted on Cab Grille, All Custom Chassis		\$1,109.36
0516777	1	Outlet, Rear, 2.50", (1), Through Tank, PUC		\$1,860.71
0516873	1	Crosslays, Low Mount, (2) 1.50", Std. Cap, W/Poly Trays, PUC		\$4,904.82
0517012	1	Gauge, Foam Level, Pierce, PUC, PP and Mini in Cab		\$936.74
0519792	2	Troughs, Hard Suction, In 14" Hatch Compartment, PUC		\$1,728.74
0521137	1	Anode, Zinc, Pair, Pump Inlets, PUC		\$0.00
0526694	1	Upgrade Cab, Saber w/12" raised roof, PUC		\$5,020.03
0527218	1	Crosslay, (1) 2.50" Spcl Cap, w/Poly Tray, PUC		\$3,737.72
0530266	1	Location, Traf Dir Lt Controller, Engine Tunnel		\$52.97
0530949	1	Location, Battery Charger Indicator, Driver's Seat Riser		\$83.20
0531338	1	Charger, Sngl Sys, Kussmaul, Pump Plus 1200, 091-9-1200		\$2,310.14
0541046	1	Step, Wedge - Extra, PUC		\$268.48
0543992	4	Bracket, Air Bottle, Hands-Free II, Cab Seats, Legacy		\$2,332.65
0544129	1	Reflective Band, 1"-6"-1"		\$383.65
0544420	1	Handlights, (4) Streamlight Fire Vulcan, 44401 12v, Orange		\$932.13
0544504	1	Spotlight, Handheld Cab, Collins CL-12-M w/S/S Brkt		\$447.50
0544802	1	Chocks, Wheel, SAC-44-E, Folding		\$494.08
0547505	2	Wiring, Spare, 10 A 12V DC 1st		\$216.29
0548004	1	Wiring, Spare, 15 A 12V DC 1st		\$129.32
0548009	1	Wiring, Spare, 20 A 12V DC 1st		\$108.90
0548013	1	Wiring, Spare, 20 A 12V DC 2nd		\$108.90
0554774	3	Tray, 500 lb Slide-out, 2" Sides, 3/16" Painted, Flr Mtd, 3G		\$2,191.28
0558348	1	Location, Traf Dir Lt, Recessed with Smooth Aluminum Trim		\$348.27
0559156	2	Install Customer Provided Two-Way Radio(s)		\$1,644.40
0685932	1	Lettering, Sign Gold, 3.00", (41-60)		\$871.86
0687514	1	Lights, Hatch Compt, Pierce LED Strip Light, 177" PUC, Both Sides		\$836.96
0693323	1	Box, Open from Top, Custom Chassis, 4.00"H x 16.00"W x 22.25"L		\$302.83
0693891	1	Hose Restraint, Netting W/Buckles, Rear Only, (W/Vinyl Hosebed Cover)		\$359.32
0696438	2	Antenna Mount, Custom Chassis, Cable Routed to Radio Box		\$236.56

Base Bid	\$	286,100.55	
Published Options	\$	103,487.00	
Total Published Options	\$	389,587.55	
Unpublished Options	\$	47,177.45	12.11%
Total Options w/o HGAC Fee	\$	436,765.00	

Specification	Bidder Complies	
	Yes	No
<p align="center">SPECIFICATIONS FOR A MULTI PURPOSE RESPONSE VEHICLE</p> <p>Sealed bids will be received by Santa Fe County La Pub for the furnishing of all necessary labor, equipment and material for the Fire Apparatus and other equipment as outlined in the following specifications.</p> <p><u>INTENT OF SPECIFICATIONS</u></p> <p>It shall be the intent of these specifications to cover the furnishing and delivery of a complete fire apparatus. These detailed specifications cover the requirements as to the type of construction, finish, equipment and tests to which the fire apparatus shall conform. Minor details of construction and materials, which are not otherwise specified, are left to the discretion of the contractor.</p> <p><u>INSTRUCTIONS TO BIDDERS</u></p> <p>The purchaser's standards for bidding automotive fire apparatus must be strictly adhered to, and all bid forms and questions must be complete and submitted with the bid. Omissions and variations shall result in immediate rejection of the bid.</p> <p>Bids shall only be considered from companies that have an established reputation in the field of fire apparatus construction and have been in business for a minimum of 20 years. Furthermore, in order to insure fair, ethical, and legal competition, neither the original equipment manufacturer (O.E.M.) nor parent company of the O.E.M. shall have ever been fined or convicted of price fixing, bid rigging, or collusion in any domestic or international fire apparatus market (No exception).</p> <p>If a bidder represents more than one fire apparatus company or brands of apparatus, they must only bid the top of the line that meets specification.</p> <p>Each bidder shall furnish satisfactory evidence of their ability to construct the apparatus specified.</p> <p>Any apparatus manufacturer or their parent company who has had a performance bond called in the last 10 years, shall not be eligible to bid. Any bids from these manufactures shall be immediately rejected. (No exception)</p> <p>Each bid shall be accompanied by a set of manufacturer's set of specifications consisting of a detailed description of the apparatus, construction methods, and equipment proposed to which the apparatus furnished under contract shall conform. These specifications shall indicate size, type, model and make of all components parts and equipment, providing proof of compliance with each and every item in the departments advertised specifications. A letter only, even though written on company letterhead, shall not be sufficient. An exception to this requirement shall not be acceptable.</p> <p>In accordance with the current edition of NFPA 1901 standards, the proposal shall specify whether the fire department or apparatus dealership shall provide required loose equipment.</p>		

Specification	Bidder Complies	
	Yes	No
<p>The purchaser will utilize this advertised specification to compare all submitted bid proposals. To facilitate comparison, all bid proposal specifications shall be submitted in the same sequence as the advertised specification. Any bidder who fails to submit a set of bid proposal specifications, or who photo copies and submits these specifications as their own construction details will be considered non responsive. This shall render such proposal ineligible for award.</p>		
<p>The purchaser's specification shall, in all cases, govern the construction of the apparatus, unless a properly documented exception or deviation was approved. Any bid indicating that the manufacturer's proposal shall supersede the purchaser's specification will be considered a complete substitute and immediately rejected.</p> <p>THE PURCHASER HAS THE RIGHT TO REJECT ANY BIDS WHICH DOES NOT MEET THESE SPECIFICATIONS AND IS THE SOLE DECIDER TO DEEM WHICH BID IS IN THE BEST INTEREST OF THE PURCHASER.</p> <p><u>EXCEPTIONS</u> These specifications are based upon design and performance criteria which have been developed by the fire department as a result of extensive research and careful analysis. Subsequently these specifications reflect the only type of fire apparatus that is acceptable at this time and all specifications herein contained are considered as minimum. Therefore exceptions to the specifications may not be accepted.</p> <p>Bidders shall indicate in the "yes/no" column if their bid complies on each item (paragraph) specified.</p> <p>If a product brand name is specified and is commercially available to all bidders, an exception to such items is not acceptable and such bid may be rejected.</p> <p>Exceptions shall be allowed if they are equal to or superior to that specified and provided they are listed and fully explained on a separate page. All deviations, no matter how slight, shall be clearly explained on a separate sheet, in the bid sequence, citing the page and paragraph number(s) of the specifications, how the proposal deviation is different, how the deviation meets or exceeds the specifications and why it is necessary, and entitled "EXCEPTIONS TO SPECIFICATIONS". The buyer reserves the right to require a bidder to provide proof in each case that a substituted item is equal to that specified. The buyer shall be the sole judge in determination of acceptable substitutes.</p> <p>Proposals that are found to have deviations without listing them or bids taking total exceptions to these advertised specifications will be rejected. (no exceptions)</p> <p>Bids not including all exceptions is a material breach and shall result in the bid being immediately rejected. (no exceptions)</p>		

Specification	Bidder Complies	
	Yes	No
<p><u>GENERAL DESIGN AND CONSTRUCTION</u></p> <p>The cab, chassis, pump module, and body are to be entirely designed, assembled and painted by the prime vehicle manufacturer, which minimizes third party involvement on engineering, design, service and warranty issues.</p> <p>All bidders shall provide a list of the company, manufacturing location, and engineering source for each individual major component, including but not limited to the welded cab assembly, the pumphouse module assembly, the chassis assembly, body and electrical system. Apparatus using any subcontracted cab, chassis, pump module, electrical system or body will not be acceptable.</p> <p>The apparatus shall be designed with due consideration to distribution of load between the front and rear axles. Weight balance and distribution shall be in accordance with the recommendations of the National Fire Protection Association.</p> <p>The bidder shall make accurate statements as to the apparatus weight and dimensions.</p> <p><u>QUALITY AND WORKMANSHIP</u></p> <p>All steel welding shall follow American welding Society D1.1-2004 recommendations for structural steel welding. All aluminum welding shall follow American welding Society and ANSI D1.2-2003 requirements for structural welding of aluminum. All sheet metal welding shall follow American Welding Society B2.1-2000 requirements for structural welding of sheet metal. Flux core arc welding to use alloy rods, type 7000, American welding Society standards A5.20-E70T1. Employees classified as welders are tested and certified to meet the American Welding Society codes upon hire and every three (3) years thereafter. The manufacturer shall be required to have an American welding Society certified welding inspector in plant during working hours to monitor weld quality.</p> <p>The manufacturer shall also be certified to operate a Quality Management System under the requirements of ISO 9001. These standards sponsored by the International organization for Standardization (ISO) specify the quality systems that shall be established by the manufacturer for design, manufacture, installation and service. A copy of the certificate of compliance shall be included with the bid.</p> <p>To demonstrate the quality of the product and service, each bidder shall provide a list of at least five (5) fire departments/municipalities in the region that have bought a second time from the representing dealer. An exception to this requirement shall not be acceptable.</p> <p><u>DELIVERY</u></p> <p>Apparatus, to insure proper break in of all components while still under warranty, shall be delivered under its own power - rail or truck freight shall not be acceptable. A qualified delivery representative shall deliver the apparatus and remain for a sufficient length of time to instruct personnel in proper operation, care and maintenance of the equipment delivered.</p>		

Specification	Bidder Complies	
	Yes	No
<p><u>MANUALS AND SERVICE INFORMATION</u></p> <p>The manufacturer shall supply at time of delivery, complete operation and maintenance manuals covering the complete apparatus as delivered. A permanent plate shall be mounted in the drivers compartment which specifies the quantity and type of fluid required including engine oil, engine coolant, transmission, pump transmission lubrication, pump primer and drive axle.</p>		
<p><u>SAFETY VIDEO</u></p> <p>Since video is much more effective than written documentation and can be replayed for new personnel and as a refresher for existing personnel, an apparatus safety video, in DVD format shall be provided at time of delivery. This video shall address key safety considerations for personnel to follow when they are driving, operating, and maintaining the apparatus. Safety procedures for the following shall be included on the video: vehicle pre trip inspection, chassis operation, pump operation and maintenance.</p>		
<p><u>PERFORMANCE TESTS AND REQUIREMENTS</u></p> <p>A road test shall be conducted with the apparatus fully loaded and a continuous run of ten (10) miles or more shall be made under all driving conditions, during which time the apparatus shall show no loss of power or overheating. The transmission drive shaft or shafts, and rear axle shall run quietly and be free from abnormal vibration or noise throughout the operating range of the apparatus. Vehicle shall adhere to the following parameters:</p> <p>A) The apparatus, when fully equipped and loaded, shall have not less than 25 percent nor more than 50 percent of the weight on the front axle, and not less than 50 percent nor more than 75 percent on the rear axle.</p> <p>B) The apparatus shall be capable of accelerating to 35 mph from a standing start within 25 seconds on a level concrete highway without exceeding the maximum governed rpm of the engine.</p> <p>C) The service brakes shall be capable of stopping a fully loaded vehicle in 35 feet at 20 mph on a level concrete highway. The air brake system shall conform to Federal Motor vehicle Safety Standards (FMVSS) 121.</p> <p>D) The apparatus, fully loaded, shall be capable of obtaining a speed of 50 mph on a level concrete highway with the engine not exceeding the governed rpm (full load).</p>		
<p><u>FAILURE TO MEET TEST</u></p> <p>In the event the apparatus fails to meet the test requirements of these specifications on the first trial, second trials may be made at the option of the bidder within 30 days of the date of the first trial. Such trials shall be final and conclusive and failure to comply with these requirements shall be cause for rejection. failure to comply with changes to conform to any clause of the specifications, within 30 days after notice is given to the bidder of such changes, shall also be cause for rejection of the apparatus. Permission to keep or store the apparatus in any building owned or occupied by the purchaser or its use by the purchaser during the above-specified period with the permission of the bidder shall not constitute acceptance.</p>		

Specification	Bidder Complies	
	Yes	No
<p><u>SERVICE AND WARRANTY SUPPORT (DEALERSHIP)</u> TO INSURE FULL SERVICE AFTER DELIVERY, THE SELLING BIDDER/DEALERSHIP MUST BE CAPABLE OF PROVIDING SERVICE WHEN REQUIRED.</p> <p>The bidder/dealership shall show that the company is in position to render prompt service and to furnish replacement parts.</p> <p>Each bidder/dealership must be able to display that they are actively in the fire apparatus service business by operating a factory authorized service center and parts repository capable of satisfying the warranty service requirements and parts requirements of the vehicle(s) being purchased.</p> <p>The bidder/dealership must state the location of this authorized service center. This service center must have a staff of factory-trained mechanics, well versed in all aspects of service for all major components of the apparatus. The service center must be within seventy five (75) miles of the Fire Department.</p> <p><u>SERVICE AND WARRANTY SUPPORT (MANUFACTURER)</u> To provide an additional layer of service support, the successful manufacturer must also own a least two separate service facilities, one located in the northern portion of the US to service both Canada and the northern US states and one in the south to service the southern states.</p> <p>The manufacturer shall stock 1 million parts equating to \$5,000,000 of inventory dedicated to service and replacement parts to ensure quick response and minimize down time. Furthermore, the manufacturer shall house the inventory in a dedicated facility, with a dedicated shipping area that ensures service parts are given priority. The bidder shall provide detailed documentation of service and replacement part resources.</p> <p>Parts identification shall be provided to both the dealer and the Fire Department through an on line web based application for the specific truck reflected in this specification. Access will be granted using the specific VIN number of the vehicle. The online web application will provide the ability to view complete bills of materials, digital photographs, parts drawings, assembly drawings, and access to all current operation, maintenance and service publications.</p> <p>The manufacturer must also maintain a 24 hour/ 7 day a week, toll free emergency hot line.</p> <p>The manufacturer shall employ a staff of adequate size (a minimum of 30 personnel) specifically dedicated to providing customer support and parts for the fielded fleet of vehicles it has produced.</p> <p>The manufacturer must be capable of providing both in-house and on-site service for the apparatus.</p> <p>The manufacturer shall offer regional factory hands-on repair and maintenance training classes.</p>		

Specification	Bidder Complies	
	Yes	No
<p>All policies shall provide a 30 day notice of cancellation to the named insured. The Certificate of Insurance shall provide the following cancellation clause: Should any of the above described policies be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. Bidder agrees to furnish owner with a current Certificate of Insurance with the coverages listed above along with its bid. The certificate shall show the purchaser as certificate holder.</p>		
<p>-</p> <p>-</p> <p><u>SINGLE SOURCE MANUFACTURER</u></p> <p>Bids shall only be accepted from a single source apparatus manufacturer. The definition of single source is a manufacturer that designs and manufactures their products using an integrated approach, including the chassis, cab weldment, cab, pumphouse (including the sheetmetal enclosure, valve controls, piping and operators panel) and body being designed, fabricated and assembled on the bidder's premises. The electrical system (hardwire or multiplex) shall be both designed and integrated by the same apparatus manufacturer. The warranties relative to these major components (excluding component warranties such as engine, transmission, axles, pump, etc.) must be from a single source manufacturer and not split between manufacturers (i.e. body, pumphouse, cab weldment and chassis). The bidder shall provide evidence that they comply with this requirement.</p> <p>The bidder shall state the location of the factory where the apparatus is to be built.</p> <p><u>NFPA 2009 STANDARDS</u></p> <p>This unit shall comply with the NFPA standards effective January 1, 2009, except for fire department specifications that differ from NFPA specifications. These exceptions shall be set forth in the Statement of Exceptions.</p> <p>Certification of slip resistance of all stepping, standing and walking surfaces shall be supplied with delivery of the apparatus.</p> <p>A plate that is highly visible to the driver while seated shall be provided. This plate shall show the overall height, length, and gross vehicle weight rating.</p> <p>The manufacturer shall have programs in place for training, proficiency testing and performance for any staff involved with certifications.</p>		

Specification	Bidder Complies	
	Yes	No
<p>An official of the company shall designate, in writing, who is qualified to witness and certify test results.</p> <p><u>NFPA COMPLIANCY</u> Apparatus proposed by the bidder shall meet the applicable requirements of the National Fire Protection Association (NFPA) as stated in current edition at time of contract execution. Fire department's specifications that differ from NFPA specifications shall be indicated in the proposal as "non-NFPA".</p>		
<p><u>VEHICLE INSPECTION PROGRAM CERTIFICATION</u> To assure the vehicle is built to current NFPA standards, the apparatus, in its entirety, shall be third-party, independent, audit-certified through Underwriters Laboratory (UL) that it is built and complies to all applicable standards in the current edition of NFPA 1901. The certification includes: all design, production, operational, and performance testing of not only the apparatus, but those components that are installed on the apparatus. (no exception)</p> <p>A placard shall be affixed in the driver's side area stating the third party agency, the date, the standard and the certificate number of the whole vehicle audit.</p> <p><u>PUMP TEST</u> The pump shall be tested, approved, and certified by Underwriter's Laboratory at the manufacturer's expense. The test results and the pump manufacturer's certification of hydrostatic test; the engine manufacturer's certified brake horsepower curve; and the manufacturer's record of pump construction details shall be forwarded to the Fire Department.</p> <p><u>GENERATOR TEST</u> If the unit has a generator, the generator shall be tested, approved, and certified by Underwriters Laboratories at the manufacturer's expense. The test results shall be provided to the Fire Department at the time of delivery.</p> <p><u>BREATHING AIR TEST</u> If the unit has breathing air, the apparatus manufacturer shall draw an air sample from the air system and certify that the air quality meets the requirements of NFPA 1989, <i>Standard on Breathing Air Quality for Fire and Emergency Services Respiratory Protection</i>.</p> <p><u>BID BOND</u> All bidders shall provide a bid bond as security for the bid in the form of a 10% bid bond to accompany their bid. This bid bond shall be issued by a Surety Company who is listed on the U.S. Treasury Departments list of acceptable sureties as published in Department Circular 570. The bid bond shall be issued by an authorized representative of the Surety Company and shall be accompanied by a certified power of attorney dated on or before the date of bid. The bid bond shall include language, which assures that the bidder/principal shall give a bond or bonds as may be specified in the bidding or contract documents, with good and sufficient surety for the faithful performance of the contract, including the Basic One (1) Year Limited Warranty, and for the prompt payment of labor and material furnished in the prosecution of the contract.</p>		

Specification	Bidder Complies	
	Yes	No
<p>Proposals received from bidders who do not manufacture the chassis shall provide a warranty that shall be issued jointly and severally by, and signed by, both the bidder and the chassis manufacturer.</p> <p>If the successful bidder does not manufacture the chassis, the bidder shall supply a warranty bond, in addition to their performance bond, along with their signed contract. This warranty bond shall guarantee all terms and conditions of the Basic One (1) Year Limited Warranty and names both the bidder and chassis manufacturer as co-principals. This warranty bond shall be issued for the contract amount and shall remain in force for a term which is consistent with the term of the Basic One (1) Year Limited Warranty.</p> <p>Notwithstanding any document or assertion to the contrary, any surety bond related to the sale of a vehicle shall apply only to the Basic One (1) Year Limited Warranty for such vehicle. Any surety bond related to the sale of a vehicle shall not apply to any other warranties that are included within this bid (OEM or otherwise) or to the warranties (if any) of any third party of any part, component, attachment or accessory that is incorporated into or attached to the vehicle. In the event of any contradiction or inconsistency between this provision and any other document or assertion, this provision shall prevail.</p> <p><u>PERFORMANCE BOND, NOT REQUESTED</u></p> <p>A performance bond shall not be included. If requested at a later date, one shall be provided to you for an additional cost and the following shall apply:</p> <p>The successful bidder shall furnish a Performance and Payment bond (Bond) equal to 100 percent of the total contract amount within 30 days of the notice of award. Such Bond shall be in a form acceptable to the Owner and issued by a surety company included within the Department of Treasury's Listing of Approved Sureties (Department Circular 570) with a minimum A.M. Best Financial Strength Rating of A and Size Category of XV. In the event of a bond issued by a surety of a lesser Size Category, a minimum Financial Strength rating of A+ is required.</p> <p>Bidder and Bidder's surety agree that the Bond issued hereunder, whether expressly stated or not, also includes the surety's guarantee of the vehicle manufacturer's Bumper to Bumper warranty period included within this proposal. Owner agrees that the penal amount of this bond shall be simultaneously amended to 25 percent of the total contract amount upon satisfactory acceptance and delivery of the vehicle(s) included herein. Notwithstanding anything contained within this contract to the contrary, the surety's liability for any warranties of any type shall not exceed three (3) years from the date of such satisfactory acceptance and delivery, or the actual Bumper to Bumper warranty period, whichever is shorter.</p> <p><u>APPROVAL DRAWING</u></p> <p>A drawing of the proposed apparatus shall be provided for approval before construction begins. The sales representative shall also have a copy of the same drawing. The finalized and approved drawing shall become part of the contract documents. This drawing shall indicate the chassis make and model, location of the lights, siren, horns, compartments, major components, etc.</p>		

Specification	Bidder Complies	
	Yes	No
<p>A "revised" approval drawing of the apparatus shall be prepared and submitted by the manufacturer to the purchaser showing any changes made to the approval drawing.</p> <p><u>ELECTRICAL WIRING DIAGRAMS</u> Two (2) electrical wiring diagrams, prepared for the model of chassis and body, shall be provided.</p> <p><u>CHASSIS</u> Chassis provided shall be a new, tilt-type custom fire apparatus. The chassis shall be manufactured in the apparatus body builder's facility eliminating any split responsibility. The chassis shall be designed and manufactured for heavy-duty service, with adequate strength, capacity for the intended load to be sustained, and the type of service required.</p> <p><u>WHEELBASE</u> The wheelbase of the vehicle shall be no greater than 178".</p> <p><u>GVW RATING</u> The gross vehicle weight rating shall be a minimum of 45,000.</p> <p><u>FRAME</u> The chassis frame shall be built with two (2) steel channels bolted to five (5) cross members or more, depending on other options of the apparatus. The side rails shall be heat-treated steel measuring 10.13" x 3.06" x .31". Each rail shall have a section modulus of 13.48 in.³, yield strength of 120,000 psi, and a resisting bending moment (rbm) of 1,617,600 inch-pounds.</p> <p><u>FRONT AXLE</u> The front axle shall be a reverse "I" beam type with inclined king pins. It shall be a Meritor™ axle, Model FL-941, with a rated capacity of 18,000 lb. A viewing window shall be provided on each side of the axle for checking the oil level.</p> <p><u>FRONT SUSPENSION</u> Front springs shall be semi-elliptical, 4.00" x 54.00", seven (7)-leaf, constant rate type with a ground rating of 18,000 lb. Kaiser spring pins shall be provided, with double "figure-eight" grease grooves and a layer of electroless nickel plating, 1.0 mil thick around the entire pin. The bushing that holds the spring pin in place shall also have a grease groove.</p> <p><u>SHOCK ABSORBERS</u> Heavy-duty telescoping shock absorbers shall be provided on the front axle.</p> <p><u>OIL SEALS</u> Oil seals with viewing window shall be provided on the front axle.</p> <p><u>FRONT TIRES</u> Front tires shall be Goodyear 315/80R22.50 radials, 20 ply G291 tread, rated for 18,180 lb maximum axle load and 68 mph maximum speed.</p>		

Specification	Bidder Complies	
	Yes	No
<p>The tires shall be mounted on Alcoa 22.50" x 9.00" polished aluminum disc wheels with a ten (10)-stud, 11.25" bolt circle.</p> <p><u>REAR AXLE</u> The rear axle shall be a Meritor™, Model RS-25-160, with a capacity of 27,000 lb.</p>		
<p><u>TOP SPEED OF VEHICLE</u> A rear axle ratio shall be furnished to allow the vehicle to reach a top speed of 68 MPH.</p> <p><u>REAR SUSPENSION</u> The rear springs shall be semi-elliptical, 3.00" x 55.00", 14 leaves main with a ground rating of 31,000 lb. Spring hangers shall be castings with provisions for lubrication. The grease fittings shall be 90-degree type and shall be accessible without removing the wheels or cutting any sheet metal.</p> <p>Kaiser spring pins shall be provided, with double figure-eight grease grooves and a layer of electroless nickel plating, 1.0 mil thick, around the entire pin. The bushing that holds the spring pin in place shall also have a grease groove.</p> <p><u>OIL SEALS</u> Oil seals shall be provided on the rear axle.</p> <p><u>REAR TIRES</u> Rear tires shall be four (4) Goodyear 12R22.50 radials, 16 ply all season G622 RSD tread, rated for 27,120 lb maximum axle load and 75 mph maximum speed.</p> <p>The outside tires shall be mounted on Alcoa 22.50" x 8.25" polished aluminum disc wheels with a ten (10)-stud 11.25" bolt circle.</p> <p>The inside tires shall be mounted on 22.50" x 8.25" steel disc wheels with a ten (10)-stud 11.25" bolt circle.</p> <p>An isolator shall be provided between the steel and aluminum rims.</p> <p><u>TIRE BALANCE</u> All tires shall be balanced with Counteract balancing beads. The beads shall be inserted into the tire and eliminate the need for wheel weights.</p> <p><u>TIRE PRESSURE MANAGEMENT</u> There shall be a VECSAFE LED tire alert pressure management system provided that shall monitor each tire's pressure. A chrome plated brass sensor shall be provided on the valve stem of each tire for a total of six (6) tires.</p> <p>The sensor shall calibrate to the tire pressure when installed on the valve stem for pressures between 20 and 120 psi. The sensor shall activate an integral battery operated LED when the pressure of that tire drops eight (8) psi.</p> <p>Removing the cap from the sensor shall indicate the functionality of the sensor and battery. If the sensor and battery are in working condition, the LED shall immediately start blinking.</p>		

Specification	Bidder Complies	
	Yes	No
<p><u>WHEEL CHOCKS</u> There shall be one (1) pair of folding Ziamatic SAC-44-E, aluminum alloy, Quick-Choc wheel blocks with easy-grip handle provided.</p> <p><u>WHEEL CHOCK BRACKETS</u> There shall be one (1) pair of Ziamatic SQCH-44-H horizontal mounting wheel chock brackets provided for the Ziamatic SAC-44-E folding wheel chocks. The brackets shall be mounted below D1.</p>		
<p><u>ANTI-LOCK BRAKE SYSTEM</u> The vehicle shall be equipped with a Wabco 4S4M, anti-lock braking system. The ABS shall provide a four (4) channel anti-lock braking control on both the front and rear wheels. A digitally controlled system that utilizes microprocessor technology shall control the anti-lock braking system. Each wheel shall be monitored by the system. When any particular wheel begins to lockup, a signal shall be sent to the control unit. This control unit then shall reduce the braking of that wheel for a fraction of a second and then reapply the brake. This anti-lock brake system shall eliminate the lockup of any wheel thus helping to prevent the apparatus from skidding out of control.</p> <p><u>ANTI-LOCK BRAKE SYSTEM WARRANTY</u> The Wabco ABS system shall come with a three (3) year or 300,000 mile parts and labor warranty provided by Meritor Wabco Vehicle Control Systems.</p> <p><u>BRAKES</u> The service brake system shall be full air type by Meritor™.</p> <p>Front brakes shall be EX225 Disc Plus, disc type with automatic pad wear adjustment and 17.00" ventilated rotors for improved stopping distance.</p> <p>The rear brakes shall be Meritor™ 16.50" x 7.00" cam operated with automatic slack adjusters. Dust shields shall be provided.</p> <p><u>AIR COMPRESSOR, BRAKE SYSTEM</u> The air compressor shall be a Cummins/Wabco with 18.7 cubic feet per minute output.</p> <p><u>BRAKE SYSTEM</u> The brake system shall include:</p> <ul style="list-style-type: none"> - Bendix dual brake treadle valve with vinyl covered foot surface - Heated automatic moisture ejector on air dryer - Total air system capacity of 4,362 cubic inches - Two (2) air pressure gauges with a red warning light and an audible alarm, that activates when air pressure falls below 60 psi - Spring set parking brake system - Parking brake operated by a push-pull style control valve - A parking "brake on" indicator light on instrument panel 		

Specification	Bidder Complies	
	Yes	No
<p>- Park brake relay/inversion and anti-compounding valve, in conjunction with a double check valve system, shall be provided with an automatic spring brake application at 40 psi</p> <p>The air tank shall be primed and painted to meet a minimum 750 hour salt spray test.</p> <p>To reduce the effects of corrosion, the air tank shall be mounted with stainless steel brackets. (no exception).</p> <p>- Wabco System Saver 1200 air dryer with spin-on coalescing filter cartridge</p> <p>- 100 Watt Heater</p> <p><u>BRAKE LINES</u></p> <p>Color-coded nylon brake lines shall be provided. The lines shall be wrapped in a heat protective loom where necessary in the chassis.</p> <p><u>ENGINE</u></p> <p>The chassis shall be powered by an electronically controlled engine as described below:</p> <p>Make: Cummins</p> <p>Model: ISL9</p> <p>Power: 400 hp at 2100 rpm</p> <p>Torque: 1250 lb-ft at 1400 rpm</p> <p>Governed Speed: 2200 rpm</p> <p>Emissions Level: EPA 2013</p> <p>Fuel: Diesel</p> <p>Cylinders: Six (6)</p> <p>Displacement: 543 cubic inches (8.9L)</p> <p>Starter: Delco 39MT</p> <p>Fuel Filters: Spin-on style primary filter with water separator & water-in-fuel sensor. Secondary spin-on style filter.</p> <p>Coolant Filter: Spin-on style with shut off valves on the supply and return line.</p> <p>The engine shall include On-board diagnostics (OBD), which provides self diagnostic and reporting. The system shall give the owner or repair technician access to state of health information for various vehicle sub systems. The system shall monitor vehicle systems, engine and aftertreatment. The system shall illuminate a malfunction indicator light on the dash console if a problem is detected.</p>		

Specification	Bidder Complies	
	Yes	No
<p><u>REPTO DRIVE</u> A rear engine power take off shall be provided to drive the water pump. A vibration dampener shall be provided between the REPTO and water pump. Transmission PTO's used to drive the water pump shall not be allowed due to their lower torque ratings. The rear engine power take off shall be the same as used extensively throughout the construction industry. Rear engine PTO's allow for continuous 240 hp and 480 lb-ft torque ratings needed for large pump applications. The rear engine power take off shall have the same warranty as the engine provided by the engine manufacturer.</p> <p><u>HIGH IDLE</u> A high idle switch shall be provided, inside the cab, on the instrument panel, that shall automatically maintain a preset engine rpm. A switch shall be installed, at the cab instrument panel, for activation/deactivation.</p> <p>The high idle shall be operational only when the parking brake is on and the truck transmission is in neutral. A green indicator light shall be provided, adjacent to the switch. The light shall illuminate when the above conditions are met. The light shall be labeled "OK to Engage High Idle."</p> <p><u>ENGINE BRAKE</u> A Jacobs engine brake is to be installed with the controls located on the instrument panel within easy reach of the driver.</p> <p>The driver shall be able to turn the engine brake system on/off and have a high, medium and low setting.</p> <p>The high setting of the brake application shall activate and work simultaneously with the variable geometry turbo (VGT) provided on the engine.</p> <p>The engine brake shall be installed in such a manner that when the engine brake is slowing the vehicle the brake lights are activated.</p> <p>The ABS system shall automatically disengage the auxiliary braking device, when required.</p> <p><u>CLUTCH FAN</u> A Horton fan clutch shall be provided. The fan clutch shall be automatic when the pump transmission is in "Road" position, and constantly engaged when in "Pump" position.</p> <p><u>ENGINE AIR INTAKE</u> The air intake with ember separator shall be mounted on the passenger side of the apparatus, to the front of the engine. The ember separator is designed to prevent road dirt and recirculating hot air from entering the engine.</p> <p>The ember separator shall be easily accessible by tilting the cab.</p> <p><u>EXHAUST SYSTEM</u> The exhaust system shall be stainless steel from the turbo to the inlet of the selective catalytic reduction (SCR) device, and shall be 4.00" in diameter. The exhaust system shall include a diesel particulate filter (DPF) and an SCR device</p>		

Specification	Bidder Complies	
	Yes	No
to meet current EPA standards. An insulation wrap shall be provided on all exhaust pipe between the turbo and SCR to minimize the transfer of heat to the cab. The exhaust shall terminate vertically ahead of the water tank to a point above the body. A tailpipe diffuser shall be provided to reduce the temperature of the exhaust as it exits. Heat deflector shields shall be provided to isolate chassis and body components from the heat of the tailpipe diffuser		
<p><u>RADIATOR</u></p> <p>The radiator and the complete cooling system shall meet or exceed NFPA and engine manufacturer cooling system standards.</p> <p>For maximum cooling performance, the radiator core shall be made of brass tubes with copper fins having a serpentine design. The tubes shall be welded to brass headers using the patented Beta-Weld process for increased strength, longer road life and solder-bloom corrosion protection. The radiator core shall have a minimum frontal area of 1063 square inches. Steel supply and return tanks shall be bolted to the core headers and steel side channels to complete the radiator assembly. The radiator shall be compatible with commercial antifreeze solutions.</p> <p>The radiator shall be mounted in such a manner as to prevent the development of leaks caused by twisting or straining when the apparatus operates over uneven ground. The radiator assembly shall be isolated from the chassis frame rails with rubber isolators.</p> <p>The radiator shall include an integral deaeration/expansion tank. For visual coolant level inspection, the radiator shall have a built-in sight glass. The radiator shall be equipped with a 15 psi pressure relief cap.</p> <p>A drain port shall be located at the lowest point of the cooling system and/or the bottom of the radiator to permit complete flushing of the coolant from the system.</p> <p>A heavy-duty fan shall draw in fresh, cool air through the radiator. Shields or baffles shall be provided to prevent recirculation of hot air to the inlet side of the radiator.</p> <p><u>COOLANT LINES</u></p> <p>Gates, or Goodyear, rubber hose shall be used for all engine coolant lines installed by the chassis manufacturer.</p> <p>Hose clamps shall be stainless steel constant torque type to prevent coolant leakage. They shall react to temperature changes in the cooling system and expand or contract accordingly while maintaining a constant clamping pressure on the hose.</p> <p><u>FUEL TANK</u></p> <p>A 65-gallon fuel tank shall be provided and mounted at the rear of the chassis. The tank shall be constructed of 12-gauge, hot rolled steel. It shall be equipped with swash partitions and a vent. To eliminate the effects of corrosion, the fuel tank shall be mounted with stainless steel straps. (no exception).</p>		

Specification	Bidder Complies	
	Yes	No
<p>A .75" drain plug shall be provided in a low point of the tank for drainage.</p> <p>A fill inlet shall be located on the left hand side of the body and be covered with a hinged, spring loaded, stainless steel door that is marked "Ultra Low Sulfur - Diesel Fuel Only."</p>		
<p>A .50" diameter vent shall be provided running from top of tank to just below fuel fill inlet.</p>		
<p>The tank shall meet all FHWA 393.67 requirements including a fill capacity of 95 percent of tank volume.</p> <p>All fuel lines shall be provided as recommended by the engine manufacturer.</p> <p><u>DIESEL EXHAUST FLUID TANK</u></p> <p>A 4.5 gallon diesel exhaust fluid (DEF) tank shall be provided and mounted in the driver's side body forward of the rear axle. The tank shall be constructed of 16-gauge type 304- L stainless steel.</p> <p>A .50" drain plug shall be provided in a low point of the tank for drainage.</p> <p>A fill inlet shall be provided and marked "Diesel Exhaust Fluid Only". The fill inlet shall be located adjacent to the single air bottle storage behind a common door on the driver side of the vehicle.</p> <p>The tank shall meet the engine manufacturers requirement for 10 percent expansion space in the event of tank freezing.</p> <p>The tank shall include an integrated heater unit that utilizes engine coolant to thaw the DEF in the event of freezing.</p> <p><u>TRANSMISSION</u></p> <p>An Allison Gen IV, model EVS 3000P, electronic torque converting automatic transmission shall be provided.</p> <p>The transmission shall be equipped with prognostics to monitor oil life, filter life, and transmission health. A wrench icon on the shift selector's digital display shall indicate when service is due.</p> <p>Two (2) PTO openings shall be located on left side and top of converter housing (positions 9 o'clock and 3 o'clock).</p> <p>A transmission temperature gauge with red light and audible alarm shall be installed on the cab dash.</p> <p><u>TRANSMISSION SHIFTER</u></p> <p>A five (5)-speed push button shift module shall be mounted to right of driver on console. Shift position indicator shall be indirectly lit for after dark operation.</p> <p>The transmission ratio shall be 1st - 3.49 to 1.00, 2nd - 1.86 to 1.00, 3rd - 1.41 to 1.00, 4th - 1.00 to 1.00, 5th - 0.75 to 1.00, R - 5.03 to 1.00.</p>		

Specification	Bidder Complies	
	Yes	No
<p><u>TRANSMISSION PROGRAMMING</u> The transmission shall be programmed to automatically shift the transmission to neutral when the parking brake is set to simplify operation and increase operational safety. (no exception).</p>		
<p><u>TRANSMISSION COOLER</u> A transmission oil cooler shall be provided that is integral to the radiator and located at the bottom of the radiator. The cooler shall use engine coolant to control the transmission oil temperature.</p>		
<p><u>DRIVELINE</u> Drivelines shall be a heavy-duty metal tube and be equipped with Spicer 1710 universal joints. The shafts shall be dynamically balanced before installation. A splined slip joint shall be provided in each driveshaft, slip joint shall be coated with Glidecoat or equivalent.</p>		
<p><u>STEERING</u> A Ross TAS-85 steering gear, with integral heavy-duty power steering, shall be provided. For reduced system temperatures, the power steering shall incorporate an air to oil cooler and an Eaton model VN20F hydraulic pump with integral pressure and flow control. All power steering lines shall have wire braded lines with crimped fittings. A tilt and telescopic steering column shall be provided to improve fit for a broader range of driver configurations.</p>		
<p><u>STEERING WHEEL</u> The steering wheel shall be 18.00" in diameter, have tilting and telescoping capabilities, and a two (2)-spoke design.</p>		
<p><u>LOGO AND CUSTOMER DESIGNATION ON HORN BUTTON</u> The steering wheel shall have an emblem containing the fire apparatus manufacturer's logo and customer name. The emblem shall have three (3) rows of text for the customer's department name. There shall be a maximum of eight (8) characters in the first row, 11 characters in the second row and 11 characters in the third row. The first row of text shall be: La Puebla The second row of text shall be: Fire The third row of text shall be: District</p>		
<p><u>BUMPER</u> A one (1)-piece, ten (10) gauge, 304-2B type polished stainless steel bumper, a minimum of 10.00" high, shall be attached to a bolted modular extension frame constructed of 50,000 psi tensile steel "C" channel mounted directly behind it to provide adequate support strength. The bumper shall be extended 19.00" from front face of cab.</p>		

Specification	Bidder Complies	
	Yes	No
<p>Documentation shall be provided, upon request to show that the options selected have been engineered for fit-up and approval for this modular bumper extension. A chart shall be provided to indicate the option locations and shall include, but not be limited to the following options: air horns, mechanical sirens, speakers, hose trays (with hose capacities), winches, lights, discharge, and suction connections.</p>		
<p><u>GRAVEL PAN</u></p> <p>A gravel pan, constructed of bright aluminum treadplate, shall be furnished between the bumper and cab face. The gravel pan shall be properly supported from the underside to prevent flexing and vibration of the aluminum treadplate.</p> <p><u>TOW HOOKS</u></p> <p>Two (2) chromed steel tow hooks shall be installed under the bumper and attached to the front frame members. The tow hooks shall be designed and positioned to allow up to a 6,000 pound straight horizontal pull in line with the centerline of the vehicle. The tow hooks shall not be used for lifting of the apparatus.</p> <p><u>HOSE TRAY</u></p> <p>A hose tray, constructed of aluminum, shall be placed in the center of the bumper extension.</p> <p>The tray shall have a capacity of 100' of 1.50" double jacket cotton-polyester hose.</p> <p>Black rubber grating shall be provided at the bottom of the tray. Drain holes are also provided.</p> <p><u>BUMPER HOSE RESTRAINT</u></p> <p>There shall be one (1) hose tray restraint straps located center</p> <p>The restraints shall be a pair of 2.00" wide black nylon straps with Velcro fasteners provided. The strap(s) shall be used to secure the hose in the tray.</p> <p><u>CAB</u></p> <p>The cab shall be designed specifically for the fire service and manufactured by the chassis builder.</p> <p>Construction of the cab shall consist of 5052-H32 0.125" aluminum welded to extruded aluminum framing. For increased structural integrity and occupant protection, the cab structure shall include a 0.25" wall tube and 0.19" plate for lateral support that ties the corner tube to the engine tunnel. The cab roof shall include a heavy one (1) piece aluminum extrusion with a wall thickness up to 0.12" and shall extend from side to side, and attach to the upper forward corner posts by customized aluminum castings. the sub-structure shall include a 0.25" wall extrusion under the crew cab floor for support while tilting the cab. To provided quality at the source and single source customer support, the cab shall be built by the apparatus manufacturer in a facility located on the manufacturer's premises (no exceptions).</p> <p>The cab shall be built by the apparatus manufacturer in a facility located on the manufacturer's premises (no exception).</p>		

Specification	Bidder Complies	
	Yes	No
<p>The cab shall be approximately 94.75" wide, with an interior width of approximately 87.50".</p> <p>The forward cab section shall have an overall height (from the cab roof to the ground) of approximately 99.00". The crew cab section shall have a 12.00" raised roof, with an overall cab height of approximately 111.00". The overall height listed shall be calculated based on a truck configuration with the lowest suspension weight ratings, the smallest diameter tires for the suspension, no water weight, no loose equipment weight and no personnel weight. Larger tires, wheels and suspension shall increase the overall height listed.</p> <p>Floor to ceiling height inside the crew cab shall be 67.00" on the outside and 61.75" in the center to allow for clearance of the REPTO and driveshaft.</p> <p>The forward facing center crew cab shall have a recess in the rear wall of the cab for SCBA seats. This seat position shall provide additional room in the cab for greater comfort.</p> <p>Recessed areas shall be provided on each side of the cab facing forward to allow for EMS compartments.</p> <p>The side sheet on the cab shall be extended back to cover the SCBA/EMS compartment cavities, and provide required area for the pump below the cab.</p> <p>The crew cab shall be of the totally enclosed design.</p> <p>The cab shall be a full tilt design, allowing easy maintenance of the engine compartment. The engine shall be easily accessible and capable of being removed with the cab tilted.</p> <p>Provisions for checking the transmission, oil and power steering fluid levels shall be placed so that they are accessible without raising the cab.</p> <p>The cab shall have three (3)-point rubber mounting and shall be tilted by a hydraulic pump connected to two (2) cab lift cylinders. The cab shall then be locked down by a two (2)-point automatic locking mechanism that actuates after the cab has been lowered.</p> <p>The cab and crew cab shall be completely open to allow visual and audio communication with the passengers.</p> <p><u>ENGINE TUNNEL</u></p> <p>The engine hood shall be constructed of insulated aluminum.</p> <p>The engine hood shall be insulated for protection from heat and sound. The noise insulation shall keep the dBA level within the limits stated in the current NFPA series 1900 pamphlet.</p> <p><u>FENDER LINERS</u></p> <p>Full circular inner fender liners, in the wheel wells, shall be provided.</p>		

Specification	Bidder Complies	
	Yes	No
<p><u>WINDSHIELD</u> A curved, safety glass windshield shall provide over 2,754 square inches of clear viewing area. The cab windshield shall have bright trim inserts in the rubber molding holding the glass in place. Economical windshield replacement glass shall be readily available from local auto glass suppliers.</p> <p>A stationary window shall be provided on each side of the crew cab.</p> <p>All cab glass shall be tinted.</p> <p><u>SUNVISORS</u> Two (2) sunvisors, 28.00" long, shall be provided. The sunvisors shall be located above the windshield with one (1) mounted on each side of the cab.</p> <p><u>WINDSHIELD WIPERS</u> The two (2) windshield wipers shall be electrically controlled and meet FMVSS requirements.</p> <p>Each wiper shall be individually controlled and have a speed modulation feature allowing the driver to adjust the speed of the wiper. The windshield wipers shall also be furnished with a return to park feature, which allows the wiper to return to the stored position when the wiper is not in use.</p> <p>Each wiper shall be equipped with a washer and wiper control.</p> <p>The washer reservoir shall be able to be filled without raising the cab.</p> <p><u>CAB REAR WALL EXTERIOR COVERING</u> The exterior surface of the rear wall of the cab shall be overlaid with bright aluminum treadplate except for areas that are not typically visible when the cab is lowered.</p> <p><u>CAB LIFT</u> A hydraulic cab lift system shall be provided consisting of an electric powered hydraulic pump, dual lift cylinders, and necessary hoses and valves.</p> <p>Hydraulic pump shall have a manual override for backup in the event of electrical failure.</p> <p>Lift controls shall be located on the front area of the body in a convenient location within an enclosed compartment.</p> <p>The cab shall be locked down by a two (2)-point normally closed spring loaded hook type latch that fully engages after the cab has been lowered. The system shall be hydraulically actuated to release the normally closed locks when the cab lift control is in the raised position and cab lift system is under pressure. When the cab is completely lowered and system pressure has been relieved, the spring loaded latch mechanisms shall return to the normally closed and locked position.</p>		

Specification	Bidder Complies	
	Yes	No
<p>For increased safety, a redundant mechanical stay arm shall be provided that must be manually put in place on the right side between the chassis and cab frame when the cab is in the raised position. This device shall be manually stowed to its original position before the cab can be lowered.</p> <p><u>CAB PUMP ENCLOSURE</u></p> <p>The rear of the cab shall be made to house the fire pump and pump panel below the forward facing crew cab seats.</p>		
<p><u>GRILLE</u></p> <p>A front cab grille shall be supplied. It shall consist of a polished stainless steel grille screen with decorative bright anodized aluminum framework.</p> <p><u>MOLDING (On Sides of Cab)</u></p> <p>Chrome molding shall be provided on both sides of cab.</p> <p><u>MIRRORS</u></p> <p>A Velvac, model 2010, west coast mirror shall be mounted on each side of the front cab door. Mirror dimensions shall be 7.00" wide x 16.00" high, and shall be heated and motorized. The shell shall be bright annealed stainless steel.</p> <p>Both mirrors shall be heated and have a remote control that is convenient to the driver.</p> <p><u>CONVEX MIRRORS</u></p> <p>A 6.00" diameter round convex mirror shall be installed below each west coast mirror head.</p> <p><u>DOORS</u></p> <p>The cab doors shall be approximately 35.00" wide x 68.00" high.</p> <p>The cab and crew cab doors shall be constructed of extruded aluminum with a nominal material thickness of .125". The exterior door skins shall be constructed from .090" aluminum.</p> <p>Crew cab entrance doors shall be located on the side of the cab behind the front wheels.</p> <p>The crew cab doors shall be double pan type and measure approximately 35.00" wide x 80.00" high.</p> <p>Flush mounted, chrome plated paddle type door handles shall be provided on the exterior of the cab and crew cab doors.</p> <p>All interior cab and crew cab door handles shall also have flush paddle handles.</p> <p>The cab doors shall be provided with both interior (rotary knob) and exterior (keyed) locks as required by FMVSS 206. The locks shall be capable of activating when the doors are open or closed. The doors shall remain locked if locks are activated when the doors are opened, then closed.</p> <p>The door hinges shall be a stainless steel piano type with a .25" pin.</p> <p>There shall be double automotive type rubber seals around the perimeter of all cab and crew cab doors to ensure a weather tight fit.</p>		

Specification	Bidder Complies	
	Yes	No
<p>DOOR PANELS The inner cab door panels shall be constructed out of polished stainless steel.</p> <p><u>ELECTRIC OPERATED CAB DOOR WINDOWS</u> All four (4) cab doors shall be equipped with electric operated windows with flush-mounted automotive style switches.</p> <p>The driver's side lower instrument panel shall also have three (3) controls, officer's door window and both crew cab door windows.</p> <p><u>CAB STEPS</u> The forward cab and crew cab access steps shall be 22.00" wide with an 8.00" minimum depth. The steps shall be located inside the doors, protecting them from weather elements. A slip-resistant handrail shall be provided adjacent to each cab door opening to assist during cab ingress and egress.</p> <p><u>CAB INTERIOR LIGHTING</u> Auxiliary lights shall be provided in the cab and consisting of:</p> <ul style="list-style-type: none"> - One (1) Clear Dome Light: Located in the center, controlled by automatic door switches. - Two (2) Adjustable Map Lights: With switches mounted on the cab ceiling. - An LED Courtesy Light at Each Door Opening: Controlled by automatic door switches. <p><u>FENDER CROWNS</u> Stainless steel fender crowns shall be installed at the cab wheel openings.</p> <p><u>CREW CAB WINDOWS</u> On each side of the crew cab, a window with tinted glass shall be provided.</p> <p><u>CAB INTERIOR</u> Headliner shall be installed in both forward and rear cab sections. Headliner material shall be vinyl. A sound barrier shall be part of its composition. Material shall be installed on aluminum sheet and securely fastened to interior cab ceiling.</p> <p>Forward portion of cab headliner shall permit easy access for service of electrical wiring or other maintenance needs.</p> <p><u>CAB INTERIOR UPHOLSTERY</u> The cab interior upholstery shall be dark silver gray.</p> <p><u>INTERIOR PAINT (Cab)</u> The cab interior metal surfaces shall be painted gray, vinyl texture paint.</p> <p><u>CAB FLOOR</u> The cab and crew cab floor areas shall be covered with Polydamp™ acoustical floor mat consisting of a black pyramid rubber facing and closed cell foam decoupler.</p> <p>The top surface of the material has a series of raised pyramid shapes evenly spaced, which offer a superior grip surface. Additionally, the material has a</p>		

Specification	Bidder Complies	
	Yes	No
<p>.25" thick closed cell foam (no water absorption) which offers a sound dampening material for reducing sound levels.</p> <p><u>CAB HEATER/DEFROSTER</u></p> <p>Two (2) 29,000 BTU fresh air heater/defroster units shall be provided inside the cab. A three (3)-speed-blower and temperature control shall be provided with the heating units. Blower control shall allow for independent control of defrost and heat for driver and passenger.</p>		
<p><u>CREW CAB HEATER</u></p> <p>Two (2) auxiliary heaters with 21,000 BTU/hr each, shall be provided in the crew cab. The heaters shall have a three (3)-speed blower, and temperature controls located adjacent to the passenger's side heater.</p> <p>The heaters shall be recessed, one (1) each side in the rear lower outboard wall of the cab.</p> <p><u>AIR CONDITIONING</u></p> <p>A high performance, customized air conditioning system shall be furnished inside the cab and crew cab. A 19.10 cubic inch compressor shall be installed on the engine.</p> <p>The air conditioning system shall be capable of cooling the average cab temperature from 100 degrees Fahrenheit to 75 degrees Fahrenheit within 30 minutes at 50 percent relative humidity. The cooling performance test shall be run only after the cab has been heat soaked at 100 degrees Fahrenheit for a minimum of four (4) hours.</p> <p>A roof mounted condenser with a BTU rating sufficient to meet and exceed the performance specification shall be installed on the cab roof. Mounting the condenser below the cab or body would reduce the performance of the system and shall not be acceptable.</p> <p>Two (2) evaporator units shall be installed, one (1) in the cab and one (1) in the crew cab. The crew cab evaporator shall be mounted centered above the engine tunnel near the slant of the raised roof. To support the unit, a compartment shall be installed above the evaporator and within the taper of the raised roof. The compartment shall be 1.00" wider than the evaporator at each side. It shall include a single lift up door with non-locking handle latches. The compartment shall be fabricated of smooth aluminum and painted to match the cab interior. There shall be one (1) Pierce LED strip light installed horizontally above each compartment door opening.</p> <p>The evaporator units shall have an adequate BTU rating to meet the performance specifications. Adjustable air outlets shall be strategically located on the evaporator cover per the following:</p> <ul style="list-style-type: none"> Two (2) shall be directed towards the drivers location Two (2) shall be directed towards the officers location Four (4) shall be directed towards the crew cab area 		

Specification	Bidder Complies	
	Yes	No
<p>The air conditioner refrigerant shall be R-134A and shall be installed by a certified technician.</p> <p><u>INTERIOR CAB INSULATION</u></p> <p>The cab and crew cab walls shall be insulated with 1.50" insulation and the ceiling shall have 1.00" insulation to reduce heat transfer into the cab.</p> <p>The insulation shall be covered with a vinyl liner or a metal panel painted to match the interior.</p> <p><u>GRAB HANDLE</u></p> <p>A black rubber covered grab handle shall be mounted on the door post of the driver and officer's side cab door to assist in entering the cab. The grab handle shall be securely mounted to the post area between the door and windshield.</p> <p>The driver's grab handle shall be 3.00" higher than the officer's grab handle, to allow additional clearance between the steering wheel and grab handle.</p> <p><u>ENGINE COMPARTMENT LIGHT</u></p> <p>An engine compartment light shall be installed under the engine hood, of which the switch is an integral part. Light shall have a .125" diameter weep hole in its lens to prevent moisture retention.</p> <p><u>OPEN TOP STORAGE BIN</u></p> <p>An open top bin, shall be installed on top of engine tunnel. The bin shall be 4.00" high x 16.00" wide x 22.25" long. The bin shall be constructed of .125" aluminum and shall be painted to match the cab interior. 2.00" slots shall be punched in at the center of the box to allow 2.00" web straps to be installed on the side of the bin, centered on the 22.25" long side of the bin.</p> <p><u>SEATING CAPACITY</u></p> <p>The seating capacity in the cab shall be six (6).</p> <p><u>DRIVER SEAT</u></p> <p>A Seats Inc. #911 scissor-action air-ride, mid-height with headrest style seat shall be provided in the cab for the driver.</p> <p>The driver's seat shall be furnished with three (3) point shoulder type seat belt. The seat belt shall be furnished with automatic retractor. Extension shall be provided with the seat belt so the male end can be easily grasped and the female end easily located while sitting in a normal position.</p> <p><u>OFFICER SEAT</u></p> <p>A Seats Incorporated 911 "scissor action" air-ride, mid-height with headrest style seat shall be provided in the cab for the officer.</p> <p>The officer's seat shall be furnished with a three (3)-point shoulder type seat belt. The seat belt shall be furnished with an automatic retractor. Extensions shall be provided with the seat belt so the male end can be easily grasped and the female end easily located while sitting in a normal position.</p>		

Specification	Bidder Complies	
	Yes	No
<p><u>REAR FACING DRIVER SIDE OUTBOARD SEAT</u></p> <p>One (1) rear facing, Seats Incorporated 911 SCBA seat shall be provided in the driver side outboard position in crew cab. The SCBA cavity shall be adjustable front to rear in .50" increments to accommodate different size SCBA bottles.</p> <p>Moving the SCBA cavity shall be accomplished by unbolting, relocating, and rebolting in the desired location.</p> <p>Seat shall be furnished with three (3)-point shoulder type seat belt. The seat belt shall be furnished with automatic retractors. Extension shall be provided with the seat belt so the male end can be easily grasped and the female end easily located while sitting in a normal position.</p>		
<p><u>REAR FACING PASSENGER SIDE OUTBOARD SEAT</u></p> <p>One (1) rear facing, Seats Incorporated 911 SCBA seat shall be provided in the passenger side outboard position in crew cab. The SCBA cavity shall be adjustable front to rear in .50" increments to accommodate different size SCBA bottles.</p> <p>Moving the SCBA cavity shall be accomplished by unbolting, relocating and rebolting in the desired location.</p> <p>Seat shall be furnished with three (3)-point shoulder type seat belt. The seat belt shall be furnished with automatic retractors. Extension shall be provided with the seat belt so the male end can be easily grasped and the female end easily located while sitting in a normal position.</p>		
<p><u>EMS COMPARTMENT DRIVER SIDE</u></p> <p>An EMS compartment, 17.00" wide x 44.25" high x 17.38" deep with one (1) Gortite roll up door, non-locking with anodized finish. This compartment shall be recessed / built into the back wall of the crew cab.</p> <p>The compartment shall be constructed of smooth aluminum and painted to match the cab interior.</p>		
<p><u>COMPARTMENT LIGHT</u></p> <p>There shall be one (1) white Amdor LED strip light installed on the right side of the compartment opening. The lights shall be controlled by an automatic door switch.</p> <p>This storage compartment shall be compliant per NFPA standards for automotive fire apparatus.</p>		
<p><u>FORWARD FACING CENTER SEATS</u></p> <p>There shall be two (2) forward facing, Seats Incorporated 911 SCBA seats provided at the center position in the crew cab. The SCBA cavity shall be adjustable front to rear in .50" increments to accommodate different size SCBA bottles.</p> <p>Moving the SCBA cavity shall be accomplished by unbolting, relocating and rebolting in the desired location.</p>		

Specification	Bidder Complies	
	Yes	No
<p>The seats shall be furnished with a three (3)-point, shoulder type seat belt. The seat belts shall be furnished with automatic retractors. Extensions shall be provided with the seat belts so the male end can be easily grasped and the female end easily located while sitting in a normal position.</p>		
<p><u>EMS COMPARTMENT</u> An EMS compartment, 17.00" wide x 44.25" high x 17.38" deep with one (1) Gortite roll up door, non-locking with anodized finish shall be provided in the crew cab. This compartment shall be recessed / built into the back wall of the crew cab.</p> <p>The compartment shall be constructed of smooth aluminum and painted to match the cab interior.</p> <p><u>COMPARTMENT LIGHT</u> There shall be one (1) white Amdor LED strip light installed on the left side of the compartment opening. The lights shall be controlled by an automatic door switch.</p> <p>This storage compartment shall be compliant per NFPA standard for automotive fire apparatus.</p>		
<p><u>SEAT UPHOLSTERY</u> All Seats Inc. 911 seat upholstery shall be gray woven with black Imperial 1200 material.</p> <p><u>AIR BOTTLE HOLDERS</u> All SCBA type seats in the cab shall have a "Hands-Free" auto clamp style bracket in its backrest. For efficiency and convenience, the bracket shall include an automatic spring clamp that allows the occupant to store the SCBA bottle by simply pushing it into the seat back. For protection of all occupants in the cab, in the event of an accident, the inertial components within the clamp shall constrain the SCBA bottle in the seat and shall exceed the NFPA standard of 9G. Bracket designs with manual restraints (belts, straps, buckles) that could be inadvertently left unlocked and allow the SCBA to move freely within the cab during an accident, shall not be acceptable.</p> <p>There shall be a quantity of four (4) SCBA brackets.</p> <p><u>SEAT BELTS</u> All seating positions in the cab and crew cab shall have red seat belts.</p> <p><u>SEAT BELT MONITORING SYSTEM</u> A seat belt monitoring system (SBMS) shall be provided. The SBMS shall be capable of monitoring up to ten (10) seat positions indicating the status of each seat position with a green or red LED indicator as follows:</p> <p>Seat Occupied Buckled Green Seat Occupied Unbuckled Red No Occupant Buckled Red</p>		

Specification	Bidder Complies	
	Yes	No
<p>No Occupant Unbuckled Not Illuminated</p> <p>Alarm:</p> <p>The SBMS shall include an audible alarm that shall be activated when a red illumination condition exists and the parking brake is released, or a red illumination condition exists and the transmission is not in park.</p>		
<p><u>HELMET STORAGE, PROVIDED BY FIRE DEPARTMENT</u></p> <p>NFPA 1901, 2009 edition, section 14.1.8.4.1 requires a location for helmet storage be provided.</p> <p>There is no helmet storage on the apparatus as manufactured. The fire department shall provide a location for storage of helmets.</p> <p><u>CREW CAB DOME LIGHTS</u></p> <p>There shall be two (2) Weldon, Model 8081-7000-13, LED dome lights with grey bezels installed in the crew cab and located one (1) each side, controlled by the following:</p> <ul style="list-style-type: none"> • The forward, clear light shall be controlled by the door switch and the lens switch. • The rear, red light shall be controlled by the lens switch only. <p>A courtesy light at each door opening, controlled by automatic door switches.</p> <p><u>HAND HELD LIGHT</u></p> <p>There shall be four (4) 12v Streamlight, Model #44401, Fire Vulcan, lights mounted 2 each side below EMS cabinet mounted on back wall in crew cab.</p> <p>Each light housing shall be orange in color and be provided with a single filament halogen bulb and two "ultra bright blue taillight LEDs" The LEDs shall have a dual mode (blinking or steady).</p> <p><u>HAND HELD SPOTLIGHT</u></p> <p>There shall be one (1) spotlight provided which shall be a Collins, Model CL-12-M hand held spot/flood light(s) installed officer side. The light(s) shall be furnished with a 9 foot coil cord and momentary switch. The housing shall be made from aircraft aluminum that is powder coat painted black. The mounting bracket shall be fabricated from stainless steel.</p> <p><u>CAB INSTRUMENTATION</u></p> <p>The cab instrument panel shall be black molded ABS and include gauges, telltale indicator lamps, control switches, alarms, and a diagnostic panel. The function of the instrument panel controls and switches shall be identified by a label adjacent to each item. Actuation of the headlight switch shall illuminate the labels in low light conditions. Telltale indicator lamps shall not be illuminated unless necessary. The cab instruments and controls shall be conveniently located within the forward cab section, forward of the driver. The gauge assembly and switch panels are designed to be removable for ease of service and low cost of ownership.</p>		

Specification	Bidder Complies	
	Yes	No
<p><u>GAUGES</u> The gauge panel shall include the following ten (10) black faced gauges with black bezels to monitor vehicle performance:</p> <p>Voltmeter gauge (volts):</p> <p>Low volts (11.8 VDC) Amber telltale light on indicator light display with steady tone alarm</p> <p>High volts (15.5 VDC) Amber telltale light on indicator light display with steady tone alarm</p> <p>Engine Tachometer (RPM) Speedometer MPH</p> <p>Fuel level gauge (Empty - Full in fractions): Low fuel (1/8 full) Amber telltale light on indicator light display with steady tone alarm</p> <p>Engine Oil pressure Gauge (PSI): Low oil pressure to activate engine warning lights and alarms Red telltale light on indicator light display with steady tone alarm</p> <p>Front Air Pressure Gauges (PSI): Low air pressure to activate warning lights and alarm Red telltale light on indicator light display with steady tone alarm</p> <p>Rear Air Pressure Gauges (PSI): Low air pressure to activate warning lights and alarm Red telltale light on indicator light display with steady tone alarm</p> <p>Transmission Oil Temperature Gauge (Fahrenheit): High transmission oil temperature activates warning lights and alarm Amber telltale light on indicator light display with steady tone alarm</p> <p>Engine Coolant Temperature Gauge (Fahrenheit): High engine temperature activates an engine warning light and alarms Red telltale light on indicator light display with steady tone alarm</p> <p>Diesel Exhaust Fluid Level Gauge (Empty - Full in fractions): Low fluid (1/8 full) Amber telltale light on indicator light display</p>		

Specification	Bidder Complies	
	Yes	No
<p><u>INDICATOR LAMPS</u></p> <p>To promote safety, the following telltale indicator lamps shall be located on the instrument panel in clear view of the driver. The indicator lamps shall be "dead-front" design that is only visible when active. The colored indicator lights shall have descriptive text or symbols.</p>		
<p>The following amber telltale lamps shall be present:</p> <p>Low coolant</p> <p>Trac cntl (traction control) (where applicable)</p> <p>Check engine</p> <p>Check trans (check transmission)</p> <p>Air rest (air restriction)</p> <p>Driver door open</p> <p>Passenger door open</p> <p>Tower (tower raised) (where applicable)</p> <p>DPF (engine diesel particulate filter regeneration)</p> <p>HET (engine high exhaust temperature) (where applicable)</p> <p>ABS (antilock brake system)</p> <p>MIL (engine emissions system malfunction indicator lamp) (where applicable)</p> <p>Regen inhibit (engine emissions regeneration inhibit) (where applicable)</p> <p>Trans temp (transmission temperature)</p> <p>Side roll fault (where applicable)</p> <p>Front air bag fault (where applicable)</p> <p>Aux brake overheat (auxiliary brake overheat) (where applicable)</p> <p>DEF (low diesel exhaust fluid level)</p> <p>The following red telltale lamps shall be present:</p> <p>Ladder rack down</p> <p>Parking brake</p> <p>Stop engine</p> <p>The following green telltale lamps shall be present:</p> <p>Left turn</p> <p>Right turn</p> <p>Battery on</p>		

Specification	Bidder Complies	
	Yes	No
<p>Ignition</p> <p>Aux brake (auxiliary brake engaged) (where applicable)</p> <p>The following blue telltale lamps shall be present:</p> <p>High beam</p> <p><u>ALARMS</u></p> <p>Audible steady tone warning alarm: A steady audible tone alarm shall be provided whenever a warning message is present.</p> <p><u>INDICATOR LAMP AND ALARM PROVE-OUT</u></p> <p>A system shall be provided which automatically tests telltale indicator lights and alarms located on the cab instrument panel. Telltale indicators and alarms shall perform prove-out when the ignition switch is held in the up position for three (3) to five (5) seconds to ensure proper performance.</p> <p><u>CONTROL SWITCHES</u></p> <p>For ease of use, the following controls shall be provided immediately adjacent to the cab instrument panel within easy reach of the driver. All switches shall have backlit labels for low light applications.</p> <p>Headlight/Parking light switch: A three (3)-position maintained rocker switch shall be provided. The first switch position shall deactivate all parking and headlights. The second switch position shall activate the parking lights. The third switch shall activate the headlights.</p> <p>Panel backlighting intensity control switch: A variable voltage control switch shall be provided. The switch turned counter clockwise increases the panel backlighting intensity to a maximum level and the switch turned clockwise decreases the panel backlighting intensity to a minimum level.</p> <p>Ignition switch: A three (3)-position maintained/momentary rocker switch shall be provided. The first switch position shall deactivate vehicle ignition. The second switch position shall activate vehicle ignition. The third momentary position shall perform prove-out on the telltale indicators and alarms when the ignition switch is held in the up position for three (3) to five (5) seconds to ensure proper performance. A green indicator lamp is activated with vehicle ignition.</p> <p>Engine start switch: A two (2)-position momentary rocker switch shall be provided. The first switch position is the default switch position. The second switch position shall activate the vehicle's engine. The switch actuator is designed to prevent accidental activation.</p> <p>Hazard switch shall be incorporated into the steering column.</p> <p>Heater and defroster controls.</p> <p>Turn signal arm: A self-canceling turn signal with high beam headlight controls.</p> <p>Windshield wiper control shall have high, low, and intermittent modes.</p>		

Specification	Bidder Complies	
	Yes	No
<p>Parking brake control: An air actuated push/pull park brake control.</p> <p>Chassis horn control: Activation of the chassis horn control shall be provided through the center of the steering wheel.</p> <p><u>CUSTOM SWITCH PANELS</u></p> <p>The design of cab instrumentation shall allow for emergency lighting and other switches to be placed within easy reach of the operator thus improving safety. There shall be positions for up to five (5) switch panels in the engine tunnel console. All switches have backlit labels for low light applications.</p> <p>High idle engagement switch: A maintained rocker switch with integral indicator lamp shall be provided. The switch shall activate and deactivate the high idle function. The "Ok TO Engage High Idle" indicator lamp must be active for the high idle function to engage. A green indicator lamp integral to the high idle engagement switch shall indicate when the high idle function is engaged.</p> <p>"Ok To Engage High Idle" indicator lamp: A green indicator light shall be provided next to the high idle activation switch to indicate that the interlocks have been met to allow high idle engagement.</p> <p>Diesel particulate filter regeneration switch (where applicable).</p> <p>Diesel particulate filter regeneration inhibit switch (where applicable).</p> <p><u>DIAGNOSTIC PANEL</u></p> <p>A diagnostic panel shall be accessible while standing on the ground and shall be located inside the driver's side door right of the steering column. The diagnostic panel shall allow diagnostic tools such as computers to connect to various vehicle systems for improved troubleshooting providing a lower cost of ownership. Diagnostic switches shall allow engine and ABS systems to provide blink codes should a problem exist. The diagnostic panel shall include the following:</p> <p>Engine diagnostic port</p> <p>Transmission diagnostic port</p> <p>ABS diagnostic port</p> <p>Engine diagnostic switch (blink codes flashed on check engine telltale indicator)</p> <p>An ABS diagnostic switch shall be accessible while standing on the ground and located inside the passenger's cab side door. The diagnostic switch shall allow ABS system blink codes should a problem exist. The diagnostic panel shall include the following:</p> <p>ABS diagnostic switch (blink codes flashed on ABS telltale indicator)</p> <p><u>AIR RESTRICTION INDICATOR</u></p> <p>A high air restriction warning indicator light (electronic) shall be provided.</p>		

Specification	Bidder Complies	
	Yes	No
<p><u>"DO NOT MOVE APPARATUS" INDICATOR</u> A flashing red indicator light, located in the driving compartment, shall be illuminated automatically per the current NFPA requirements. The light shall be labeled "Do Not Move Apparatus If Light Is On."</p> <p>The same circuit that activates the Do-Not-Move Apparatus indicator shall activate a pulsing alarm when the parking brake is released.</p>		
<p><u>OPEN DOOR INDICATOR LIGHT</u> Two (2) red indicator lights shall be provided and located in clear view of the driver, warning of an open passenger or equipment compartment door.</p> <p>One (1) light shall indicate status of doors on the driver's side of the vehicle and the other light shall indicate the status of the passenger side and rear compartment doors.</p> <p><u>WIPER CONTROL</u> Wiper control shall consist of a two (2)-speed individual windshield wiper control with windshield washer controls.</p> <p><u>SPARE CIRCUIT</u> There shall be one (1) pair of wires, including a positive and a negative, installed on the apparatus.</p> <p>The above wires shall have the following features:</p> <ul style="list-style-type: none"> The positive wire shall be connected directly to the battery power. The negative wire shall be connected to ground. Wires shall be protected to 20 amps at 12 volts DC. Power and ground shall terminate D3 below the compressor on forward wall of brass compartment. Termination shall be with 3/8" studs and plastic covers. <p>Wires shall be sized to 125% of the protection.</p> <p>This circuit(s) may be load managed when the parking brake is set.</p> <p><u>SPARE CIRCUIT</u> There shall be one (1) pair of wires, including a positive and a negative, installed on the apparatus.</p> <p>The above wires shall have the following features:</p> <ul style="list-style-type: none"> The positive wire shall be connected directly to the battery power. The negative wire shall be connected to ground. Wires shall be protected to 15 amps at 12 volts DC. Power and ground shall terminate #132 below air horn button. Termination shall be with 15 amp, power point plug with rubber cover. 		

Specification	Bidder Complies	
	Yes	No
<p>Wires shall be sized to 125% of the protection.</p> <p>This circuit(s) may be load managed when the parking brake is set.</p> <p><u>SPARE CIRCUIT</u> There shall be one (1) pair of wires, including a positive and a negative, installed on the apparatus.</p> <p>The above wires shall have the following features:</p> <p style="padding-left: 40px;">The positive wire shall be connected directly to the battery power.</p> <p style="padding-left: 40px;">The negative wire shall be connected to ground.</p> <p style="padding-left: 40px;">Wires shall be protected to 20 amps at 12 volts DC.</p> <p style="padding-left: 40px;">Power and ground shall terminate P3 as high as possible on front wall of compartment.</p> <p style="padding-left: 40px;">Termination shall be with 3/8" studs and plastic covers.</p> <p>Wires shall be sized to 125% of the protection.</p> <p>This circuit(s) may be load managed when the parking brake is set.</p> <p><u>SPARE CIRCUIT</u> There shall be two (2) pair of wires, including a positive and a negative, installed on the apparatus.</p> <p>The above wires shall have the following features:</p> <p style="padding-left: 40px;">The positive wire shall be connected directly to the battery power.</p> <p style="padding-left: 40px;">The negative wire shall be connected to ground.</p> <p style="padding-left: 40px;">Wires shall be protected to 10 amps at 12 volts DC.</p> <p style="padding-left: 40px;">Power and ground shall terminate on engine tunnel just behind dash panel.</p> <p style="padding-left: 40px;">Termination shall be with six (6) position terminal strip.</p> <p>Wires shall be sized to 125% of the protection.</p> <p>This circuit(s) may be load managed when the parking brake is set.</p> <p><u>SWIVEL MOUNT</u> There shall be one (1) Johnny Ray, Model JR-300 heavy duty swivel mount bracket(s) provided for the fire department's equipment. The swivel mount bracket(s) shall be located on engine tunnel for customer supplied radios.</p> <p><u>VEHICLE DATA RECORDER</u> A vehicle data recorder (VDR) shall be provided. The VDR shall be capable of reading and storing vehicle information. The VDR shall be capable of operating in a voltage range from 8VDC to 16VDC. The VDR shall not interfere with, suspend, or delay any communications that may exist on the CAN data link during the power up, initialization, runtime, or power down</p>		

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	Yes	No
<p>sequence. The VDR shall continue operation upon termination of power or at voltages below 8VDC for a minimum of 10ms.</p> <p>The information stored on the VDR can be downloaded through a USB port mounted in a convenient location determined by cab model. A CD provided with the apparatus shall include the programming to download the information from the VDR. A USB cable can be used to connect the VDR to a laptop to retrieve required information.</p>		
<p>The vehicle data recorder shall be capable of recording the following data via hardwired and/or CAN inputs:</p> <p>Vehicle Speed - MPH</p> <p>Acceleration - MPH/sec</p> <p>Deceleration - MPH/sec</p> <p>Engine Speed - RPM</p> <p>Engine Throttle Position - % of Full Throttle</p> <p>ABS Event - On/Off</p> <p>Seat Occupied Status - Yes/No by Position (7-12 Seating Capacity)</p> <p>Seat Belt Buckled Status - Yes/No by Position (7-12 Seating Capacity)</p> <p>Master Optical Warning Device Switch - On/Off</p> <p>Time - 24 Hour Time</p> <p>Date - Year/Month/Day</p> <p><u>INTERCOM SYSTEM</u></p> <p>There shall be a five (5) position David Clark, Model U3800, intercom system with single radio interface at the driver, officer, and pump operator positions. Two (2) crew cab positions, located at both forward facing seats, shall have radio listen / intercom only.</p> <p>The following components shall be supplied with this system:</p> <ul style="list-style-type: none"> • One (1) U3805 Radio cord junction module • One (1) U3815 Radio interface module (Driver) • One (1) U3811 Radio interface module (Officer) • One (1) U3800 Intercom unit (1 Crew) • One (1) C3820 Power cable • One (1) U3801 Remote headset station (1 Crew) • One (1) 18352G-16 Bulkhead connector kit (Pump) • One (1) 13238P-01 Protector cap with lanyard (Pump) • One (1) C3019 Belt station (Pump) • All necessary cables and connectors shall be provided <p><u>RADIO INTERFACE NOT REQUIRED</u></p> <p>The apparatus manufacturer shall not provide a radio / intercom interface.</p>		

Specification	Bidder Complies	
	Yes	No
<p><u>UNDER THE HELMET HEADSET</u> There shall be one (1) under the helmet headset(s) provided driver.</p> <p>Each David Clark, Model H3341, headset shall feature:</p> <ul style="list-style-type: none"> • 5' Coiled cord • M1/DC microphone • Chrome microphone boom rotates 200 degrees for left or right dress • Microphone on/off button • One (1) slotted earcup • Foam earseals 		
<p><u>UNDER THE HELMET HEADSET</u> There shall be five (5) under the helmet headset(s) provided officer, crew cab.</p> <p>Each David Clark, Model H3342, headset shall feature:</p> <ul style="list-style-type: none"> • 5' Coiled cord • M1/DC microphone • Chrome microphone boom rotates 200 degrees for left or right dress • Microphone on/off button • Foam ear-seals 		
<p><u>TWO WAY RADIO INSTALLATION</u> There shall be two (2) customer supplied two way radio(s) sent to the apparatus manufacturers preferred radio installer to be installed tbd. No antenna mount or whip shall be included in this option. Specific radio shipping requirements shall be followed.</p>		
<p><u>RADIO ANTENNA MOUNT</u> There shall be two (2) standard 1.125", 18 thread antenna-mounting base(s) installed 1 centered between lightbar and A/C and 1 centered on raised roof. Please label cables front and rear. on the cab roof with high efficiency, low loss, coaxial cable(s) routed to the radio box. A weatherproof cap shall be installed on the mount.</p>		
<p><u>ELECTRICAL POWER CONTROL SYSTEM</u> A compartment shall be provided in or under the cab to house the vehicle's electrical power and signal circuit protection and control components. The power and signal protection and control compartment shall contain circuit protection devices and power control devices. Power and signal protection and control components shall be protected against corrosion, excessive heat, excessive vibration, physical damage and water spray.</p> <p>Serviceable components shall be readily accessible.</p> <p>Circuit protection devices, which conform to SAE standard, shall be utilized to protect each circuit. All circuit protection devices shall be sized to prevent wire and component damage when subjected to extreme current overload. General protection circuit breakers shall be Type-I automatic reset (continuously resetting) and conform to SAE J553 or J258. PTO power circuits shall be</p>		

Specification	Bidder Complies	
	Yes	No
<p>protected by Type III manual reset non-cycling circuit breakers conforming to SAE J553 or J258 which remain open until manually reset. When required, automotive type fuses conforming to SAE J554, J1284, J1888 or J2077 shall be utilized to protect electronic equipment.</p> <p>Power control relays and solenoids shall have a direct current (dc) rating of 125 percent of the maximum current for which the circuit is protected.</p> <p>Visual status indicators shall be supplied to identify control safety interlocks and vehicle status. In addition to visual status indicators, audible alarms designed to provide early warning of problems before they become critical shall be used.</p> <p><u>VOLTAGE MONITOR SYSTEM</u></p> <p>A voltage monitor system shall be provided to indicate the status of each battery system connected to the vehicle's electrical load. The monitor system shall provide visual and audio warning when the system voltage is above or below optimum levels.</p> <p><u>POWER AND GROUND STUDS</u></p> <p>There shall be two (2) studs provided in the primary power distribution center for two-way radio equipment.</p> <p>The studs shall consist of the following:</p> <p>12-volt 40-amp battery switched power</p> <p>12-volt 60-amp direct battery power</p> <p>There shall also be a 12-volt ground stud located in or adjacent to the power distribution center.</p> <p>EMI/RFI PROTECTION</p> <p>The electrical system proposed shall include means to control undesired electromagnetic and radio frequency emissions. State of the art electrical system design and components shall be used to ensure radiated and conducted EMI (electromagnetic interference) and RFI (radio frequency interference) emissions are suppressed at their source.</p> <p>The apparatus proposed shall have the ability to operate in the electromagnetic environment typically found in fire ground operations. The contractor shall be able to demonstrate the EMI and RFI testing has been done on similar apparatus and certifies that the vehicle proposed meets SAE J551 requirements.</p> <p>EMI/RFI susceptibility shall be controlled by applying immune circuit designs, shielding, twisted pair wiring and filtering. The electrical system shall be designed for full compatibility with low level control signals and high powered two-way radio communication systems. Harness and cable routing shall be given careful attention to minimize the potential for conducting and radiated EMI-RFI susceptibility.</p>		

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	Yes	No
<p><u>ELECTRICAL</u></p> <p>All 12-volt electrical equipment installed by the apparatus manufacturer shall conform to modern automotive practices. All wiring shall be high temperature crosslink type. Wiring shall be run, in loom or conduit, where exposed and have grommets where wire passes through sheet metal. Automatic reset circuit breakers shall be provided which conform to SAE Standards. Wiring shall be color, function and number coded. Function and number codes shall be continuously imprinted on all wiring-harness conductors at 2.00" intervals. Exterior exposed wire connectors shall be positive locking, and environmentally sealed to withstand elements such as temperature extremes, moisture and automotive fluids.</p> <p>Electrical wiring and equipment shall be installed utilizing the following guidelines:</p> <p>(1) All holes made in the roof shall be caulked with silicon, rope caulk is not acceptable. Large fender washers, liberally caulked, shall be used when fastening equipment to the underside of the cab roof.</p> <p>(2) Any electrical component that is installed in an exposed area shall be mounted in a manner that shall not allow moisture to accumulate in it. Exposed area shall be defined as any location outside of the cab or body.</p> <p>(3) Electrical components designed to be removed for maintenance shall not be fastened with nuts and bolts. Metal screws shall be used in mounting these devices. Also a coil of wire shall be provided behind the appliance to allow them to be pulled away from mounting area for inspection and service work.</p> <p>(4) Corrosion preventative compound shall be applied to all terminal plugs located outside of the cab or body. All non-waterproof connections shall require this compound in the plug to prevent corrosion and for easy separation (of the plug).</p> <p>(5) All lights that have their sockets in a weather exposed area shall have corrosion preventative compound added to the socket terminal area.</p> <p>(6) All electrical terminals in exposed areas shall have silicon (1890) applied completely over the metal portion of the terminal. All emergency light switches shall be mounted on a separate panel installed in the cab. A master warning light switch and individual switches shall be provided to allow preselection of emergency lights. The light switches shall be "rocker" type with an internal indicator light to show when switch is energized. All switches shall be properly identified and mounted in a removable panel for ease in servicing. Identification of the switches shall be done by either printing or etching on the switch panel. The switches and identification shall be illuminated.</p> <p>All lights and reflectors, required to comply with Federal Motor Vehicle Safety Standard #108, shall be furnished. Rear identification lights shall be recessed mounted for protection. Lights and wiring mounted in the rear bulkheads shall be protected from damage by installing a false bulkhead inside the rear compartments.</p>		

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	Yes	No
<p>An operational test shall be conducted to ensure that any equipment that is permanently attached to the electrical system is properly connected and in working order.</p> <p>The results of the tests shall be recorded and provided to the purchaser at time of delivery.</p> <p><u>BATTERY SYSTEM</u></p> <p>Four (4) 12-volt, Exide Model 31S950X3W batteries that include the following features shall be provided:</p> <ul style="list-style-type: none"> - 950 CCA, cold cranking amps - 190 amp reserve capacity - High cycle - Group 31 - Rating of 3800 CCA at 0 degrees Fahrenheit - 760 minutes of reserve capacity - Threaded stainless steel studs <p>Each battery case shall be a black polypropylene material with a vertically ribbed container for increased vibration resistance. The cover shall be manifold vented with a central venting location to allow a 45 degree tilt capacity.</p> <p>The inside of each battery shall consist of a "maintenance free" grid construction with poly wrapped separators and a flooded epoxy bottom anchoring for maximum vibration resistance.</p> <p><u>BATTERY SYSTEM</u></p> <p>A single starting system shall be provided.</p> <p>An ignition switch and starter button shall be located on the instrument panel.</p> <p><u>MASTER BATTERY SWITCH</u></p> <p>A master battery switch, to activate the battery system, shall be provided inside the cab within easy reach of the driver.</p> <p>An indicator light shall be provided on the instrument panel to notify the driver of the status of the battery system.</p> <p><u>BATTERY COMPARTMENTS</u></p> <p>Batteries shall be placed on non-corrosive mats and be stored in well ventilated compartments located under the cab.</p> <p>Heavy-duty battery cables shall be used to provide maximum power to the electrical system. Cables shall be color coded.</p> <p>Battery terminal connections shall be coated with anti-corrosion compound. Battery solenoid terminal connections shall be encapsulated with semi-permanent rubberized compound.</p>		

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	Yes	No
<p><u>JUMPER STUDS</u> One (1) set of battery jumper studs with plastic color-coded covers shall be included on the battery compartments.</p> <p><u>BATTERY CHARGER/ AIR COMPRESSOR</u> A Kussmaul Pump Plus-1200, model 091-9-1200 single output battery charger/air compressor system shall be provided. A display bar graph indicating the state of charge shall be included.</p>		
<p>The automatic charger shall maintain one (1) set of batteries with a maximum output current of 40 amps.</p> <p>The 12-volt air compressor shall be installed to maintain the air system pressure when the vehicle is not in use.</p> <p>The battery charger shall be wired to the AC shoreline inlet through an AC receptacle adjacent to this battery charger.</p> <p>Battery charger/compressor shall be located in the front left body compartment.</p> <p>The battery charger indicator shall be located on the driver's seat riser.</p> <p><u>KUSSMAUL AUTO EJECT FOR SHORELINE</u> one (1) shoreline receptacle shall be provided to operate the dedicated 120-volt circuits on the truck without the use of the generator.</p> <p>The shoreline receptacle (s) shall be provided with a NEMA 5-15, 120 volt, 15 amp, straight blade Kussmaul Super auto eject plug with a red weatherproof cover. The cover is spring loaded to close, preventing water from entering when the shoreline is not connected.</p> <p>The unit is completely sealed to prevent road dirt contamination.</p> <p>A solenoid wired to the vehicle's starter is energized when the engine is started. This instantaneously drives the plug from the receptacle.</p> <p>An internal switch arrangement shall be provided to disconnect the load prior to ejection to eliminate arcing of the connector contacts.</p> <p>The shoreline shall be connected to Battery charger.</p> <p>A mating connector body shall also be supplied with the loose equipment.</p> <p>The shoreline receptacle shall be located in the driver side lower step well of cab.</p> <p><u>ALTERNATOR</u> A C.E Niehoff, Model C531 alternator shall be provided. It shall have a rated output current of 360 amps, as measured by SAE method J56. It shall have a custom three (3)-set point voltage regulator, manufactured by C. E. Niehoff. The alternator shall be connected to the power and ground distribution system with heavy-duty cables sized to carry the full rated alternator output.</p>		

Specification	Bidder Complies	
	Yes	No
<p><u>ELECTRONIC LOAD MANAGEMENT</u></p> <p>A Kussmaul electronic load management (ELM) system shall be provided that monitors the vehicles 12-volt electrical system, and automatically reduces the electrical load in the event of a low voltage condition and by doing so, ensures the integrity of the electrical system.</p> <p>The ELM shall monitor the vehicle's voltage while at the scene (parking brake applied). It shall sequentially shut down individual electrical loads when the system voltage drops below a preset value. Five (5) separate electrical loads shall be controlled by the load manager. The ELM shall sequentially re-energize electrical loads as the system voltage recovers.</p> <p>The (ELM) also includes sequencer function for the five (5) managed loads and two (2) additional.</p> <p><u>EXTERIOR LIGHTING</u></p> <p>Exterior lighting shall meet or exceed Federal Department of Transportation, Federal Motor Vehicle Safety Standards and National Fire Protection Association requirements in effect at time of proposal.</p> <p>Front headlights shall be halogen type, rectangular shaped, quad style mounted in a chrome and polished aluminum housing.</p> <p>Five (5) clearance and marker lights shall be installed across the leading edge of the cab.</p> <p>The three (3) identification lights located at the rear shall be installed per the following:</p> <p style="padding-left: 40px;">Truck-Lite, Model 26250, LED</p> <p style="padding-left: 40px;">As close as practical to the vertical centerline.</p> <p style="padding-left: 40px;">Centers spaced not less than six (6) inches or more than twelve (12) inches apart.</p> <p style="padding-left: 40px;">Red in color.</p> <p style="padding-left: 40px;">All at the same height.</p> <p>The four (4) clearance lights located at the rear shall be installed per the following:</p> <p style="padding-left: 40px;">Truck-Lite, Model 26250, LED</p> <p style="padding-left: 40px;">To indicate the overall width of the vehicle.</p> <p style="padding-left: 40px;">One (1) each side of the vertical centerline.</p> <p style="padding-left: 40px;">All at the same height.</p> <p style="padding-left: 40px;">As near the top as practical.</p> <p style="padding-left: 40px;">To be visible from the rear and the side.</p> <p style="padding-left: 80px;">One (1) each side, facing the side.</p>		

Specification	Bidder Complies	
	Yes	No
<p>One (1) each side, facing the rear.</p> <p>Per FMVSS 108 and CMVSS 108 requirements.</p> <p><u>FRONT DIRECTIONAL</u> Front turn signals to be Whelen, populated sequencing LED arrow shape 600 series amber lamps housed in chrome bezels. The turn signals shall be housed in the same common bezel as the front warning light and be located above the headlights.</p> <p>In addition to the front facing directional, a Weldon, Model: 9186-8580-29, LED marker/turn indicator shall be provided on each side of the cab.</p> <p><u>REAR FMVSS LIGHTING</u> The rear stop/tail and directional lighting shall consist of the following:</p> <ul style="list-style-type: none"> • Two (2) Whelen, Model 60R00BRR, red LED stop/tail lights. • Two (2) Whelen, Model 60A00TAR, amber LED populated arrow turn lights. <p>These lights shall be installed at the rear of the truck in a polished housing.</p> <p>Four (4) red reflectors shall be provided.</p> <p>Two (2) Whelen, Model: 60C00VCR, LED backup lights shall be provided.</p> <p><u>LICENSE PLATE BRACKET</u> There shall be one (1) license plate bracket mounted on the driver's side above the warning lights.</p> <p>A white LED light shall illuminate the license plate. A polished stainless steel light shield shall be provided over the light that shall direct illumination downward, preventing white light to the rear.</p> <p><u>LIGHTING BEZEL</u> Two (2) Whelen, model CAST4V, four (4) light aluminum housings shall be provided for mounting four (4) Whelen 600 lights.</p> <p><u>BACK-UP ALARM</u> A PRECO, Model 1040, solid-state electronic audible back-up alarm that actuates when the truck is shifted into reverse shall be provided. The device shall sound at 60 pulses per minute and automatically adjust its volume to maintain a minimum ten (10) dBA above surrounding environmental noise levels.</p> <p><u>LIGHT, INTERMEDIATE</u> There shall be one (1) pair, of Truck-Lite, Model: 60115Y, amber, LED, turn signal, marker lights furnished, one (1) each side, horizontally in the rear fender panel.</p> <p>A stainless steel trim shall be included with this installation.</p>		

Specification	Bidder Complies	
	Yes	No
<p><u>CAB PERIMETER SCENE LIGHTS</u></p> <p>There shall be four (4) Truck-lite, Model 6060C, white LED lights with grommets provided, one (1) for each cab and crew cab door.</p> <p>These lights shall be activated automatically when the battery switch is on and the exit-doors are opened or by the same means as the body perimeter scene lights.</p> <p><u>PERIMETER SCENE LIGHTS, BODY</u></p> <p>There shall be four (4) Truck-Lite, Model 6060C LED lights with rubber grommets provided on the apparatus as perimeter scene lights.</p> <ul style="list-style-type: none"> • Two (2) lights shall be under the rear step, one (1) each side. • Two (2) lights shall be under the pump panel running boards, one (1) each side. <p>Each lights shall be activated by a parking brake.</p> <p><u>STEP LIGHTS</u></p> <p>There shall be two (2) white LED step lights shall be provided at the rear to illuminate the tailboard/step area.</p> <p>In order to ensure exceptional illumination, each light shall provide a minimum of 25 foot-candles (fc) covering an entire 15" x 15" square placed ten (10) inches below the light and a minimum of 1.5 fc covering an entire 30" x 30" square at the same ten (10) inch distance below the light.</p> <p>These step lights shall be actuated with the perimeter scene lights.</p> <p>All other steps on the apparatus shall be illuminated per the current edition of NFPA 1901.</p> <p><u>12 VOLT LIGHTING</u></p> <p>There shall be one (1) Whelen Model PFP2, 12 volt DC LED dual floodlight(s) installed on the apparatus.</p> <p>The painted parts of this light assembly to be white.</p> <p>The lights shall be installed on extendable poles, on rear of cab driver side not extended past cab side.</p> <p>The light(s) to be installed on push up pole(s).</p> <p>The length of the outside pole to be 20.00".</p> <p>The inside pole length to be 57.00" long or as long as practical to fit in the location selected.</p> <p>The light pole(s) to be installed with handle holder(s).</p> <p>The light pole(s) are not to be wired to the Do Not Move Truck Indicator circuit.</p> <p>The lights shall be controlled by the following:</p>		

Specification	Bidder Complies	
	Yes	No
<ul style="list-style-type: none"> • a switch at the pump operator's panel. • no additional switch location. • no additional switch location. • no additional switch location. <p>These light(s) may be load managed when the parking brake is applied.</p> <p><u>12 VOLT LIGHTING</u></p>		
<p>There shall be one (1) Whelen Model PFP2, 12 volt DC LED dual floodlight(s) installed on the apparatus.</p> <p>The painted parts of this light assembly to be white.</p> <p>The lights shall be installed on extendable poles, on rear of cab on passanger side not to extend past cab side.</p> <p>The light(s) to be installed on push up pole(s).</p> <p>The length of the outside pole to be 20.00".</p> <p>The inside pole length to be 57.00" long or as long as practical to fit in the location selected.</p> <p>The light pole(s) to be installed with handle holder(s).</p> <p>The light pole(s) are not to be wired to the Do Not Move Truck Indicator circuit.</p> <p>The lights shall be controlled by the following:</p> <ul style="list-style-type: none"> • a switch at the pump operator's panel. • no additional switch location. • no additional switch location. • no additional switch location. <p>These light(s) may be load managed when the parking brake is applied.</p> <p><u>12 VOLT LIGHTING</u></p> <p>There shall be two (2) Whelen Model PFP1, 12 volt LED floodlight(s) installed in semi-recessed housing(s) Model PBA103 located one on side of body above D2 in line with rear axle, one on rear of crew cab behind crew door.</p> <p>The light(s) selected above shall be controlled by the following:</p> <p>a switch at the driver's side switch panel</p> <p>a switch at the rear of apparatus on the driver's side</p> <p>no additional switch location</p> <p>no additional switch location</p> <p>These light(s) may be load managed when the parking brake is set</p>		

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	Yes	No
<p><u>12 VOLT LIGHTING</u> There shall be one (1) Whelen Pioneer Model PFP1, 12 volt LED floodlight(s) provided on the front visor, centered.</p> <p>The light shall be controlled by the following: a switch at the driver's side switch panel no additional switch location</p>		
<p>no additional switch location</p> <p>These light(s) may be load managed when the parking brake is set.</p> <p><u>12 VOLT LIGHTING</u> There shall be two (2) Whelen Model PFP1, 12 volt LED floodlight(s) installed in semi-recessed housing(s) Model PBA103 located on on each side rear of body.</p> <p>The light(s) selected above shall be controlled by the following: a switch at the driver's side switch panel a switch at the rear of apparatus on the driver's side no additional switch location no additional switch location</p> <p>These light(s) may be load managed when the parking brake is set</p>		
<p><u>12 VOLT LIGHTING</u> There shall be one (1) Whelen Model PFP1, 12 volt LED floodlight(s) installed in semi-recessed housing(s) Model PBA103 located one on the P/S above P2 in line with rear axle, on rear of crew cab behind crew door.</p> <p>The light(s) selected above shall be controlled by the following: a switch at the driver's side switch panel a switch at the rear of apparatus on the driver's side no additional switch location no additional switch location</p> <p>These light(s) may be load managed when the parking brake is set</p>		
<p><u>DECK LIGHTS</u> One (1)-6.00" Unity AG deck light with swivel mount shall be provided at the front of the hose bed, centered. This light shall have a switch on the light head.</p> <p>The light shall be furnished with a 6,000 candle power halogen flood bulb.</p>		
<p><u>WATER TANK</u> Booster tank shall have a capacity of 1000 gallons and be constructed of UV stabilized ultra high impact polypropylene plastic by a manufacturer with a</p>		

Specification	Bidder Complies	
	Yes	No
<p>minimum of 20 years experience building tanks, is ISO 9001:2000 certified in all its manufacturing facilities, and has over 50,000 tanks in service.</p> <p>The booster tank shall be a form-fitting design that serves to keep the tank height as low as possible. The tank shall be no wider than 39.00" at the base to allow for greater compartment depth and no wider than 53.00"-at-the-top.</p> <p>Tank joints and seams shall be nitrogen welded inside and out.</p>		
<p>Tank shall be baffled in accordance with NFPA Bulletin 1901 requirements.</p> <p>Baffles shall have vent openings at both the top and bottom to permit movement of air and water between compartments.</p> <p>Longitudinal partitions shall be constructed of .38" polypropylene plastic and shall extend from the bottom of the tank through the top cover to allow for positive welding.</p> <p>Transverse partitions shall extend from 4.00" off the bottom of the tank to the underside of the top cover.</p> <p>All partitions shall interlock and shall be welded to the tank bottom and sides.</p> <p>Tank top shall be constructed of .50" polypropylene. It shall be recessed .38" and shall be welded to the tank sides and the longitudinal partitions.</p> <p>Tank top shall be sufficiently supported to keep it rigid during fast filling conditions.</p> <p>Construction shall include 2.00" polypropylene dowels spaced no more than 30.00" apart and welded to the transverse partitions. Two (2) of the dowels shall be drilled and tapped (.50" diameter, 13.00" deep) to accommodate lifting eyes.</p> <p>A sump that is 8.00" long x 8.00" wide x 6.00" deep shall be provided at the bottom of the water tank.</p> <p>Sump shall include a drain plug and the tank outlet.</p> <p>Tank shall be installed in a fabricated cradle assembly constructed of structural steel.</p> <p>Sufficient crossmembers shall be provided to properly support bottom of tank. Crossmembers shall be constructed of steel flat bar or rectangular tubing.</p> <p>Tank shall "float" in cradle to avoid torsional stress caused by chassis frame flexing. Rubber cushions, .50" thick x 3.00" wide, shall be placed on all horizontal surfaces that the tank rests on.</p> <p>Stops or other provision shall be provided to prevent an empty tank from bouncing excessively while moving vehicle.</p> <p>Mounting system shall be approved by the tank manufacturer.</p> <p>Fill tower shall be constructed of .50" polypropylene and shall be a minimum of 8.00" wide x 14.00" long.</p>		

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	Yes	No
<p>Fill tower shall be furnished with a .25" thick polypropylene screen and a hinged cover.</p> <p>An overflow pipe, constructed of 4.00" schedule 40 polypropylene, shall be installed approximately halfway down the fill tower and extend through the water-tank and exit to the rear of the rear axle.</p> <p>One (1) sleeve shall be provided in the water tank for plumbing to the rear.</p>		
<p><u>BODY HEIGHT</u> The height of the body shall be 92.00" from the bottom of the body to the top of the body.</p> <p><u>HOSE BED</u> The hose body shall be fabricated of .125"-5052 aluminum with a nominal 38,000 psi tensile strength.</p> <p>Flooring of the hose bed shall be removable aluminum grating with the top surface corrugated to aid in hose aeration. The grating slats shall be a minimum of .50" x 4.50" with spacing between slats for hose ventilation.</p> <p>Hose bed shall accommodate 1000 of 5".</p> <p><u>HOSEBED DIVIDER</u> One (1) adjustable hosebed divider shall be furnished for separating hose.</p> <p>Each divider shall be constructed of a .25" brushed aluminum sheet. Flat surfaces shall be sanded for uniform appearance, or constructed of brushed aluminum.</p> <p>Divider shall be fully adjustable by sliding in tracks, located at the front and rear of the hose bed.</p> <p>Divider shall be held in place by tightening bolts, at each end.</p> <p>Acorn nuts shall be installed on all bolts in the hose bed which have exposed threads.</p> <p><u>HOSE RESTRAINT</u> The hose in the hosebed shall be restrained by black nylon web strap netting at the rear of the hosebed. The netting shall include metal seat belt type quick release fasteners.</p> <p><u>CUTOUT, HANDHOLD</u> A cutout with radiused corners shall be provided at the rear of the two (2) hose bed divider(s).</p> <p><u>HOSEBED COVER</u> The red hosebed cover shall be furnished with twist & turn fasteners across the front and along the sides. The cover shall only cover the forward 1/3 of the hosebed.</p> <p><u>RUNNING BOARDS</u> A running board shall be provided on each side of the front body to allow access to the backboard/crosslay storage area. The running boards shall be</p>		

Specification	Bidder Complies	
	Yes	No
<p>designed with a grip pattern punched into .125" bright aluminum treadplate material providing support, slip resistance, and drainage.</p> <p><u>TAILBOARD</u> The tailboard shall be constructed of .125" bright aluminum treadplate and spaced .50" from the body, as well as supported by a structural steel assembly.</p> <p>The tailboard area shall be 12.00" deep and full width of the body.</p>		
<p>The exterior side shall be flanged down and in for increased rigidity of tailboard structure.</p> <p><u>REAR WALL, BODY MATERIAL, PUC</u> The rear wall shall be smooth and the same material as the body.</p> <p>The rear wall body material shall be painted. Unpainted aluminum overlays shall be provided to allow for chevron application and to provide continuously smooth rear wall panels.</p> <p>The outboard edges of the rear wall shall be trimmed in polished stainless steel.</p> <p><u>TOW BAR</u> A tow bar shall be installed under the tailboard at center of truck.</p> <p>Tow bar shall be fabricated of 1.00" CRS bar rolled into a 3.00" radius.</p> <p>Tow bar assembly shall be constructed of .38" structural angle. When force is applied to the bar, it shall be transmitted to the frame rail.</p> <p>Tow bar assembly shall be designed and positioned to allow up to a 30-degree upward angled pull of 17,000 lb, or a 20,000 lb straight horizontal pull in line with the centerline of the vehicle.</p> <p>Tow bar design shall have been fully tested and evaluated using strain gauge testing and finite element analysis techniques.</p> <p><u>COMPARTMENTATION</u> The apparatus body shall be built of aluminum construction using a minimum of .125" thick, 5052-H32 aluminum.</p> <p>The body panel assembly shall be constructed in a fixture and consist of formed sheet metal for the front and rear bulkheads, door frames, floors, ceilings, and back walls. These parts shall be welded together to ensure greatest longevity with no visible welds in compartment interior.</p> <p>Welded construction shall consist of 1.00" x .38" engineered plug weld holes that control the size, location, and the amount of weld required. The bodies shall be assembled and welded from engineered prints that call out the size, location, and type of weld required.</p> <p>In structural areas the sheet metal components shall have flanges for welding. No butt joints shall be allowed. Gussets and support posts shall be provided for additional strength where needed.</p>		

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	Yes	No
<p>The fender panel shall be an integral part of the complete welded body assembly. All light and compartment holes are pre punched prior to construction to provide accuracy and rounded corners to prevent stress risers in the material.</p> <p>Circular fender-liners shall be provided. For prevention-of-paint chips and ease of suspension maintenance the fender liners shall be formed from brush finished 304L stainless steel, be unpainted, and removable for suspension maintenance (no exception).</p>		
<p>Compartment flooring shall be of the sweep out design with the floor minimum of 1.00" higher than the compartment door lip.</p> <p>Drip protection shall be provided above the doors by means of aluminum extrusion, or formed bright aluminum treadplate.</p> <p>The top of the compartment shall be sheet metal and covered with bright aluminum treadplate rolled over the edges on the front, and rear. These covers shall have the corners welded.</p> <p>The aluminum treadplate covers shall not make up the ceiling of the compartment (no exception).</p> <p>All screws and bolts, which are not Grade 8, shall be stainless steel and where they protrude into a compartment shall have acorn nuts on the ends to prevent injury.</p> <p><u>UNDERBODY SUPPORT SYSTEM</u></p> <p>Due to the severe loading requirements of this pumper a method of body and compartment support suitable for the intended load shall be provided.</p> <p>The backbone of the body support system shall begin with the chassis frame rails which is the strongest component of the chassis and is designed for sustaining maximum loads. The support system shall include lateral frame rail extensions that are formed from .375" 80k high strength steel and bolted to the chassis frame rails with .625" diameter Grade 8 bolts.</p> <p>The vertical and horizontal members of the frame rail extensions are to be reinforced with welded gussets and extend to the outside edge of the body. The lateral frame extensions shall be electro-coated for superior corrosion resistance.</p> <p>The floating substructure shall be separated from the lateral frame extensions with neoprene elastomer isolators. These isolators shall reduce the natural flex stress of the chassis from being transmitted to the body, and absorb road shock and vibration.</p> <p>The isolators shall have a broad load range, proven viability in vehicular applications, be of a fail safe design and allow for all necessary movement in three (3) transitional and rotational modes.</p> <p>The neoprene isolators shall be installed in a modified V three (3)-point mounting pattern to reduce the natural flex of the chassis being transmitted to</p>		

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	Yes	No
<p>the body. Two (2) 3.50" diameter isolators are provided at the front of the body near the centerline of the vehicle above the chassis frame. A minimum of eight (8) - 2.55" diameter isolators shall be provided, two (2) under each front compartment and two (2) under each rear side compartment. A minimum of four (4) 3.50" diameter isolators shall be provided under the rear compartment.</p> <p>A design with body compartments simply hanging/sitting on the chassis in an unsupported (cantilever) fashion shall not be acceptable.</p>		
<p><u>AGGRESSIVE WALKING SURFACE</u> All exterior surfaces designated as stepping, standing, and walking areas shall comply with the required average slip resistance of the current NFPA standards. Documentation of the material meeting the standard shall be provided at time of delivery.</p> <p><u>LOUVERS</u> All body compartments shall have a minimum of one (1) set of automotive style, dust resistant louvers pressed into a wall. The louvers shall incorporate a one (1)-way rubber valve that provides airflow out of the compartment and prevents water and dirt from gaining access to the compartment. Each louver shall be 3.00" wide x 8.50" tall. Compartments over the wheel shall not have louvers.</p> <p><u>TESTING OF BODY DESIGN</u> Body structural analysis shall be fully tested. Proven engineering and test techniques such as finite element analysis and strain gauging have been performed with special attention given to fatigue life and structural integrity of the body and substructure.</p> <p>The body shall be tested while loaded to its greatest in-service weight.</p> <p>The criteria used during the testing procedure shall include:</p> <ul style="list-style-type: none"> - Raising opposite corners of the vehicle tires 9.00" to simulate the twisting a truck may experience when driving over a curb. - Making a 90 degree turn, while driving at 20 mph to simulate aggressive driving conditions. - Driving the vehicle on at 35 mph on a washboard road. - Driving the vehicle at 55 mph on a smooth road. - Accelerating the vehicle fully, until reaching the approximate speed of 45 mph on rough pavement. <p>Evidence of the actual testing techniques shall be made available upon request.</p> <p>FEA shall have been performed on all substructure components.</p> <p><u>COMPARTMENTATION, DRIVER'S SIDE</u> A full height, roll-up door compartment ahead of the rear wheels shall be provided. The interior dimensions of this compartment shall be 50.00" wide x 61.50" high x 27.00" deep in the lower 26.00" of the compartment and 12.00"</p>		

Specification	Bidder Complies	
	Yes	No
<p>deep in the remaining upper portion behind the roll-up door. The depth of the compartment shall be calculated with the compartment door closed. The compartment interior shall be fully open from the compartment ceiling to the compartment floor and designed so that no permanent dividers are required between the upper and lower sections. The clear door opening of this compartment shall be 47.00" wide x 54.50" high.</p> <p>Closing of the door shall not require releasing, unlocking, or unlatching any mechanism and shall easily be accomplished with one hand.</p>		
<p>A roll-up door compartment over the rear wheels shall be provided. The interior dimensions of this compartment shall be 60.00" wide x 29.50" high x 12.00" deep. The depth of the compartment shall be calculated with the compartment door closed. The clear door opening of this compartment shall be 57.00" wide x 22.75" high.</p> <p>Closing of the door shall not require releasing, unlocking, or unlatching any mechanism and shall easily be accomplished with one hand.</p> <p>A full height, roll-up door compartment behind the rear wheels shall be provided. The interior dimensions of this compartment shall be 52.00" wide x 55.50" high x 27" deep in the lower 20.00" of the compartment and 12.00" deep in the remaining upper portion. The depth of the compartment shall be calculated with the compartment door closed. The compartment interior shall be fully open from the compartment ceiling to the compartment floor and designed so that no permanent dividers are required between the upper and lower sections. The clear door opening of this compartment shall be 49.00" wide x 48.50" high.</p> <p>Closing of the door shall not require releasing, unlocking, or unlatching any mechanism and shall easily be accomplished with one hand.</p> <p><u>COMPARTMENTATION, PASSENGER'S SIDE</u></p> <p>A full height, roll-up door compartment ahead of the rear wheels shall be provided. The interior dimensions of this compartment shall be 50.00" wide x 61.50" high x 27.00" deep in the lower 26.00" of the compartment and 12.00" deep in the remaining upper portion. The depth of the compartment shall be calculated with the compartment door closed. The compartment interior shall be fully open from the compartment ceiling to the compartment floor and designed so that no permanent dividers are required between the upper and lower sections. The clear door opening of this compartment shall be 47.00" wide x 54.50" high.</p> <p>Closing of the door shall not require releasing, unlocking, or unlatching any mechanism and shall easily be accomplished with one hand.</p> <p>A roll-up door compartment over the rear wheels shall be provided. The interior dimensions of this compartment shall be 60.00" wide x 29.50" high x 12.00" deep. The depth of the compartment shall be calculated with the compartment door closed. The clear door opening of this compartment shall be 57.00" wide x 22.75" high.</p>		

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	Yes	No
<p>Closing of the door shall not require releasing, unlocking, or unlatching any mechanism and shall easily be accomplished with one hand.</p> <p>A full height, roll-up door compartment behind the rear wheels shall be provided. The interior dimensions of this compartment shall be 52.00" wide x 55.50"-high x 27.00" deep in the lower 20.00" of the compartment and 12.00" deep in the remaining upper portion. The depth of the compartment shall be calculated with the compartment door closed. The compartment interior shall be fully open from the compartment ceiling to the compartment floor and designed so that no permanent dividers are required between the upper and lower sections. The clear door opening of this compartment shall be 49.00" wide x 48.50" high.</p> <p>Closing of the door shall not require releasing, unlocking, or unlatching any mechanism and shall easily be accomplished with one hand.</p> <p><u>ROLL-UP DOOR, SIDE COMPARTMENTS</u></p> <p>There shall be six (6) compartment doors installed on the side compartments. The doors shall be double faced aluminum construction, an anodized satin finish and manufactured by A&A Manufacturing (Gortite).</p> <p>Lath sections shall be an interlocking rib design and shall be individually replaceable without complete disassembly of door.</p> <p>Between each slat at the pivoting joint shall be a PVC inner seal to prevent metal to metal contact and prevent dirt or moisture from entering the compartments. Seals shall allow door to operate in extreme temperatures ranging from plus 180 to minus 40 degrees Fahrenheit. Side, top and bottom seals shall be provided to resist ingress of dirt and weather and be made of Santoprene.</p> <p>All hinges, barrel clips and end pieces shall be nylon 66. All nylon components shall withstand temperatures from plus 300 to minus 40 degrees Fahrenheit. Hardened plastic shall not be acceptable.</p> <p>A polished stainless steel lift bar to be provided for each roll-up door. Lift bar shall be located at the bottom of door and have latches on the outer extrusion of the doors frame. A ledge shall be supplied over lift bar for additional area to aid in closing the door.</p> <p>Doors shall be constructed from an aluminum box section. The exterior surface of each slat shall be flat. The interior surfaces shall be concave to provide strength and prevent loose equipment from jamming the door from inside.</p> <p>To conserve space in the compartments, the spring roller assembly shall not exceed 3.00" in diameter. A garage style roll door shall not be acceptable.</p> <p>The header for the roll-up door assembly shall not exceed 4.00".</p> <p>A heavy-duty magnetic switch shall be used for control of open compartment door warning lights.</p>		

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	Yes	No
<p><u>COMPARTMENTATION, REAR</u></p> <p>A roll-up door compartment above the rear tailboard shall be provided.</p> <p>Interior dimensions of this compartment shall be approximately 36.75" wide x 42.38" high x 25.88" deep in the lower 33.75" of height and 15.75" deep in the remaining upper portion. Depth of the compartment shall be calculated with the compartment door closed.</p> <p>A removable access panel shall be furnished on the back wall of the compartment.</p> <p>Rear compartment shall be open to the rear side compartments. The transverse opening shall be a minimum of approximately 22.00" wide x 28.75" high.</p> <p>Clear door opening of this compartment shall be 33.50" wide x 33.75" high.</p> <p>Closing of the door shall not require releasing, unlocking, or unlatching any mechanism and shall easily be accomplished with one hand.</p> <p><u>ROLL-UP DOOR, REAR COMPARTMENT</u></p> <p>The rear compartment shall have a roll-up door. The door shall be double faced aluminum construction, an anodized satin finish and manufactured by A&A Manufacturing (Gortite).</p> <p>Lath sections shall be an interlocking rib design and shall be individually replaceable without complete disassembly of door.</p> <p>Between each slat at the pivoting joint shall be a PVC inner seal to prevent metal to metal contact and prevent dirt or moisture from entering the compartments. Seals shall allow door to operate in extreme temperatures ranging from plus 180 to minus 40 degrees Fahrenheit. Side, top and bottom seals shall be provided to resist ingress of dirt and weather and be made of Santoprene.</p> <p>All hinges, barrel clips and end pieces shall be nylon 66. All nylon components shall withstand temperatures from plus 300 to minus 40 degrees Fahrenheit. Hardened plastic shall not be acceptable.</p> <p>A polished stainless steel lift bar to be provided for each roll-up door. Lift bar shall be located at the bottom of door and have latches on the outer extrusion of the doors frame. A ledge shall be supplied over lift bar for additional area to aid in closing the door.</p> <p>Door shall be constructed from an aluminum box section. The exterior surface of each slat shall be flat. The interior surface shall be concave to provide strength and prevent loose equipment from jamming the door from inside.</p> <p>To conserve space in the compartments, the spring roller assembly shall not exceed 3.00" in diameter. A garage style roll door shall not be acceptable.</p> <p>The header for the roll-up door assembly shall not exceed 4.00".</p> <p>A heavy-duty magnetic switch shall be used for control of open compartment door warning lights.</p>		

Specification	Bidder Complies	
	Yes	No
<p><u>COMPARTMENT LIGHTING</u></p> <p>There shall be seven (7) compartments with LED compartment light strips. The strips shall be centered vertically along each side of the door framing. The compartments with these strip lights shall be located one set each compartment.</p> <p>Any remaining compartments shall include 6.00" diameter Truck-Lite, Model: 79384 light in each enclosed compartment. Each light shall have a number 1076 one filament, two wire bulb.</p>		
<p>Opening the compartment door shall automatically turn the compartment lighting on.</p> <p><u>HATCH COMPARTMENTS</u></p> <p>Hatch compartments with two (2) lift-up, top opening hatch doors shall be provided above the driver and passenger side body compartments. Each hatch compartment shall extend the full length of the side body compartmentation x 14.00" wide x 22.00" maximum depth. The compartments shall extend the full length of the side body compartmentation except for a 20.00" recessed step area at the rear of the compartment on the access ladder side.</p> <p>Sides of the compartments shall be constructed of the same material as the body and painted job color on the outside panels.</p> <p>Top of the compartments shall be constructed of bright aluminum treadplate.</p> <p>Two (2) lift-up, bright aluminum treadplate doors shall be provided on the top of each hatch compartment. Each door shall have a lever handle with a slam style latch to hold the doors in the closed position.</p> <p>These double pan doors shall have lipped edges with a rubber seal for weather resistance.</p> <p>Doors shall be hinged on the outboard side and shall utilize a chain to keep the door within manageable reach when open.</p> <p>The compartments shall have a 3/4" drain that extends to below the body.</p> <p>Ribbed rubber matting shall be provided on the compartment floor to stop wet equipment from sitting in water pools.</p> <p><u>HATCH COMPARTMENT LIGHTING</u></p> <p>There shall be LED strip lights mounted full length on the interior, hinged side of each compartment.</p> <p>Opening the hatch compartment door shall automatically turn the hatch compartment lighting on.</p> <p><u>MOUNTING TRACKS</u></p> <p>There shall be recessed tracks installed vertically to support the adjustable shelf(s).</p> <p>Tracks shall not protrude into any compartment in order to provide the greatest compartment space and widest shelves possible.</p>		

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	Yes	No
<p>The tracks shall be provided in each compartment except for the one that contains the pump operator's panel.</p> <p><u>ADJUSTABLE SHELVES</u> There shall be seven (7) shelves, with a capacity of 500 pounds provided. The shelf construction shall consist of .188" thick aluminum with 2.00" sides. Each shelf shall be painted Spatter Gray. Each shelf shall be infinitely adjustable by means of a threaded fastener, which slides in a track.</p>		
<p>The shelves shall be held in place by .12" thick stamped plated brackets and bolts.</p> <p>The location shall be 2 in D3,P1,P3 all upper and 1 in R1.</p> <p><u>PULL-OUT TRAY</u> There shall be three (3) slide-out trays, with 2" sides, and a capacity of 500 pounds provided. Capacity rating shall be in the extended position.</p> <p>The tray shall be constructed of .19" aluminum.</p> <p>Slides (a minimum of two per tray) shall be an undermount-roller bearing type rated at 500lbs per pair with a factor of safety of 2.</p> <p>To ensure years of dependable service the slides shall be coated with a finish that is tested to withstand a minimum of 1,000 hours of salt spray per ASTM B117.</p> <p>To ensure years of easy operation, the slides shall require no more than a 50 pound force for push-in or pull-out movement when fully loaded after having been subjected to a 40 hour vibration (shaker) test under full load. The vibration drive file shall have been generated from accelerometer data collected from a heavy truck chassis driven over rough gravel roads in an unloaded condition. Proof of compliance shall be provided upon request.</p> <p>Automatic locks shall be provided for both the "in" and "out" positions. The trip mechanism for it shall be located at the front of the tray for ease of use with a gloved hand.</p> <p>The tray shall be painted to match the compartment interior.</p> <p>Tray location shall be D1, P1,P3.</p> <p>A heavy-duty assembly shall support the body under the compartment floor. It shall be attached to the chassis frame for load transfer and to reduce stress on body.</p> <p><u>BACKBOARD STORAGE</u> Mounting shall be provide for one (1) backboard(s) located above the crosslays. The backboard(s) shall be enclosed and removable from either side of the truck. The backboard(s) shall be Sized to fit area above the lower crosslays.</p>		

Specification	Bidder Complies	
	Yes	No
<p><u>STAINLESS STEEL IPOS</u> The front bulkheads shall be covered with brushed stainless steel in place of the standard aluminum treadplate.</p> <p><u>MOUNTING TRACKS</u> There shall be five (5) sets of tracks for mounting equipment. These tracks shall be installed horizontally on the back wall of the compartment(s).</p> <p>The compartment(s) with mounting tracks shall be D2,P2 one track mounted 6" from cieling and one 12" down from ceiling. D1 and P1 one track mounted 6 " down from cieling and 22 "down from cieling R1 12" from floor and 12" down from cieling..</p> <p><u>RUB RAIL</u> Bottom edge of the side compartments shall be trimmed with a bright aluminum extruded rub rail.</p> <p>Trim shall be 3.12" high with 1.50" flanges turned outward for rigidity.</p> <p>The rub rails shall not be an integral part of the body construction, which allows replacement in the event of damage.</p> <p>Rub rails shall be attached with bolts and spaced from the body with isolators that shall help to absorb any moderate impact without damaging the body.</p> <p><u>BODY FENDER CROWNS</u> Polished stainless steel fender crowns shall be provided around the rear wheel openings.</p> <p>A brushed stainless steel unpainted fender liner shall be provided to avoid paint chipping. The liners shall be removable to aid in the maintenance of rear suspension components.</p> <p>A dielectric barrier shall be provided between the fender crown fasteners (screws) and the fender sheet metal to prevent corrosion.</p> <p>The fender crowns shall be held in place with stainless steel screws that thread directly into a composite nut and not directly into the parent body sheet metal to eliminate dissimilar metals contact and greatly reduce the chance for corrosion.</p> <p><u>HARD SUCTION HOSE</u> NFPA 1901, 2009 edition, section 5.7.2 requires a minimum of 20 ft of suction hose or 15 ft of supply hose.</p> <p>Hose is not on the apparatus as manufactured. The fire department shall provide suction or supply hose.</p> <p>There shall be Two (2) lengths of 10' long x 6.00" diameter hose provided. The brand shall be Firequip.</p> <p><u>HOSE TROUGHS</u> Two (2) stainless steel hard suction hose troughs shall be provided.</p>		

Specification	Bidder Complies	
	Yes	No
<p>The troughs shall be installed in the hatch compartment located on the driver's and passenger's.</p> <p>The troughs shall be installed with a aluminum treadplate door at the rear. The door shall have a lift and turn latch.</p> <p>A floor shall be provided above the hard suction hose inside the hatch compartment to allow storage of addition equipment in the compartment.</p>		
<p><u>HANDRAILS</u> Handrails shall be located on the front of the body in positions needed to meet NFPA requirements.</p> <p>- One (1) vertical handrail, with offset stanchions, and not less than 29.00" long, shall be located on each rear bulkhead.</p> <p><u>CURVED HANDRAIL</u> There shall be two (2) additional curved handrail(s) shall be provided. The curved handrail(s) shall be located one each side.</p> <p>- Four (4) handrails, 10.00" long, shall be provided mounted on rear bulkhead upper D/S and P/S , on top each side of body near hatches.</p> <p><u>AIR BOTTLE STORAGE (Double)</u> A quantity of three (3) air bottle compartments, 15.25" wide x 7.75" tall x 26.00" deep, shall be provided on the passenger side forward of the rear wheels and on the passenger side rearward of the rear wheels . A polished stainless steel door with a chrome plated flush lift & turn latch shall be provided to contain the air bottle. A dielectric barrier shall be provided between the door hinge, hinge fasteners and the body sheet metal.</p> <p>Inside the compartment, black rubber matting shall be provided.</p> <p><u>AIR BOTTLE STORAGE INSERT</u> A total of three (3) inserts shall be provided for the air bottle storage compartments.</p> <p>The inserts shall be "W" shaped and be formed from composite materials.</p> <p><u>AIR BOTTLE STORAGE (Single)</u> A quantity of one (1) air bottle compartment, approximately 7.50" wide x 7.50" tall x 26.00" deep, shall be provided on the driver side forward of the rear wheels. The the full width double door shall cover the air bottle opening and the DEF tank access.. The compartment will be square with angled corners. A polished stainless steel door with a chrome plated flush lift & turn latch shall be provided to contain the air bottle. A dielectric barrier shall be provided between the door hinge, hinge fasteners and the body sheet metal.</p> <p>Inside the compartment, black rubber matting shall be provided.</p> <p><u>EXTENSION LADDER</u> There shall be a 24', two (2) section, aluminum, Duo-Safety, Series 900-A extension ladder provided.</p>		

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	Yes	No
<p><u>ROOF LADDER</u> There shall be a 14' aluminum, Duo-Safety, Series 775-A roof ladder provided.</p> <p><u>LADDER STORAGE</u> The ladders shall be stored inside the upper section of the passenger's side compartments. The ladders shall be banked in separate storage troughs.</p>		
<p>The ladder storage assembly shall be fabricated of stainless steel track channels to aid in loading and removal of ladders.</p> <p>A pair of pike pole storage tubes and an area for a folding ladder shall also be provided above the ladder storage area with a separate smooth aluminum door.</p> <p>The rear of the ladder storage area shall have a vertically hinged smooth aluminum door with a D-handle latch latch.</p> <p><u>FOLDING LADDER</u> One (1) 10' aluminum, Series 585-A Duo-Safety folding ladder shall be installed on top of the right side compartment.</p> <p><u>PIKE POLE 8 FT, PROVIDED BY FIRE DEPARTMENT</u> NFPA 1901, 2009 edition, Section 5.8.3 requires one (1) 8 ft or longer pike pole mounted in a bracket fastened to the apparatus. The pike pole is not on the apparatus as manufactured. The fire department shall provide and mount the pike pole.</p> <p><u>PIKE POLE 6 FT, PROVIDED BY FIRE DEPARTMENT</u> NFPA 1901, 2009 edition, Section 5.8.3 requires one (1) 6 ft pike pole or plaster hook mounted in a bracket fastened to the apparatus. The pike pole is not on the apparatus as manufactured. The fire department shall provide and mount the pike pole.</p> <p><u>REAR ACCESS STEP</u> Wedge style steps shall be provided at the rear of the hose bed on each side for access to the hose bed. The steps shall be constructed of bright aluminum treadplate and be a minimum of 8.00" wide x 8.00" deep to provide an adequate stepping surface. One (1) additional wedge step shall be located on passenger side rear of body to help access hard suction hose. The step shall be a minimum of 8" wide x 8.00" deep.</p> <p><u>PUMP</u> Pump shall be a Pierce, low profile, 1500 gpm single stage midship mounted centrifugal type, mounted below the cab. The pump shall have a 15 percent reserve capacity to allow for extended time between pump rebuild. To ensure efficient pump/vehicle design the capacity to weight ratio shall not be less than 1.5:1.</p>		

Specification	Bidder Complies	
	Yes	No
<p>The pump casing shall consist of three (3) discharge outlets, one (1) to each side in line with the impeller and one (1) to the rear. The pump casing shall incorporate two (2) water strippers to maintain radial balance.</p> <p>Pump shall be the Class A type.</p> <p>Pump shall be certified to deliver the percentage of rated discharge from draft at pressure indicated below:</p>		
<ul style="list-style-type: none"> - 100 percent of rated capacity at 150 psi net pump pressure - 70 percent of rated capacity at 200 psi net pump pressure - 50 percent of rated capacity at 250 psi net pump pressure <p>The pump shall have the capacity to deliver the percentage of rated discharge from a pressurized source as indicated below:</p> <ul style="list-style-type: none"> - 135 percent of rated capacity at 100 psi net pump pressure from a 5 psi source <p>Pump body shall be fine-grained gray iron. Pump shall incorporate a heater/cooling jacket integral to the pump housing.</p> <p>The impeller shall be high strength vacuum cast bronze alloy accurately machine balanced and splined to a ten (10) spline stainless steel pump shaft for precision fit, exceptional durability, and efficiency. Double replaceable reverse flow labyrinth type bronze wear ring design shall help to minimize end thrust. The impeller shall be a twisted vane design to create higher lift. No keyed shafts shall be acceptable.</p> <p>The pump shall include o-ring gaskets throughout the pump.</p> <p>Deep groove radial type oversize ball bearings shall be provided. The bearings shall be protected at the openings from road dirt and water with an oil seal and water slinger.</p> <p>The pump shall have a flat, patterned area on the top of the pump intake wye to allow standing for plumbing maintenance. The main inlet manifold shall be 6.00" in diameter and shall have a low profile design to facilitate low crosslays and high flows.</p> <p>For ease of service, the pump housing, intake wye, impeller, mechanical seal, and gear case shall be accessible from above the chassis frame by tilting the cab. The intake wyes shall be removable without having to remove the main intake casting. Removal of the main inlet wyes shall provide access to the impeller, mechanical seal, and wear ring. (no exception).</p> <p>The tank to pump line and the primary discharge line shall be the only piping required to be removed for overhaul.</p> <p>For ease of service and overhaul there shall be no piping or manifolding located directly over the pump. (no exception).</p>		

Specification	Bidder Complies	
	Yes	No
<p><u>PUMP MOUNTING</u> Pump shall be mounted to the chassis frame rails directly below the crew cab, to minimize wheelbase and facilitate service, using rubber isolators in a modified V pattern that include two (2) central mounted isolators located between the frame rails and one (1) on each side outside the frame rails. The mounting shall allow chassis frame rails to flex independently without damage to the fire pump. Each isolator shall be 2.55" in total outside diameter and shall be rated at 490 lb. The pump shall be completely accessible by tilting the cab with no piping located directly above the pump.</p> <p><u>MECHANICAL SEALS</u> Silicon carbide mechanical seals shall be provided. The seals shall be spring loaded and self-adjusting. The seals shall have a minimum thermal conductivity of 126 W/m*K to run cooler. Seals shall have a minimum hardness of 2800 kg/mm² to be more resistant to wear, and have thermal expansion characteristics of no more than 4.0 X10⁻⁶mm/mm*K to be more resistant to thermal shock.</p> <p><u>PUMP GEARCASE</u> Pump gearcase shall be a pressure-lubricated gearcase to cool, lubricate, and filter the oil. The gearcase shall include an auxiliary PTO opening. The gearcase shall be constructed of lightweight aluminum, and impregnated with resin in accordance to MIL Spec MIL-I-17563. A dipstick, accessible by tilting the cab, shall be provided for easy fluid level checks. A filter screen shall be provided for long life.</p> <p>The gearcase shall consist of two (2) gears to drive the pump impeller and one (1) for the auxiliary PTO.</p> <p>The auxiliary PTO opening shall provide for the addition of PTO driven accessories.</p> <p>The pump shall be driven through the rear engine power take-off and clutch. The rear engine power take-off drive shall be live at all times to allow for pump and roll applications. Rear engine power take-off's allow for high horsepower and torque ratings needed for large pump applications, and is a proven drive system throughout the rugged construction industry. (no exception).</p> <p><u>CLUTCH</u> There shall be a heavy-duty electric clutch mounted directly to the front of the pump to engage and disengage the pump without gear clash. The clutch shall be a multiple disc design for maximum torque. The clutch shall be fully self-adjusting to provide automatic wear compensation, and consistent torque throughout the life of the clutch. Positive engagement and disengagement shall be provided through a high efficient and dependable magnetic system to assure superior performance. The clutch shall have a 500 lb-ft rating. Clutch shall be of a time-tested design used in critical military applications. (no exception).</p> <p><u>PUMPING MODE</u> Pump shall provide for both pump and roll mode and stationary pumping mode.</p>		

Specification	Bidder Complies	
	Yes	No
<p>Stationary pumping mode shall be accomplished by stopping the vehicle, setting the parking brake and engaging the water pump switch on the cab switch panel. The transmission shall shift to "Neutral" range automatically when the parking brake is set. The "OK to Stationary Pump" indicator shall also illuminate when the parking brake is set. If the vehicle is equipped with a foam system or CAFS system, these systems shall be engaged from the cab switch panel as well.</p>		
<p>Pump and roll mode shall be accomplished by the use of the main pump and shall not require the use of a secondary pump. Pump and roll mode shall use the same operation sequence as stationary pumping mode with a few additional steps. After the vehicle is setup for stationary pumping, the operator shall leave the cab and setup the pump panel to discharge at the desired outlet(s). Upon returning to the cab, the operator shall disengage the parking brake. An "OK to Pump & Roll" indicator shall illuminate on the cab switch panel. First gear on the transmission gear selector shall be selected by the operator for pump and roll operations. The operator as needed shall apply the foot throttle. Pump and roll mode shall be maintained unless the transmission shifts out of first gear.</p> <p>Stopping either stationary pumping mode or pump and roll mode shall be accomplished by pressing the "Water Pump" switch down to disengage the pump.</p> <p><u>PUMP SHIFT</u></p> <p>Pump shall be engaged in not more than two steps, by simply setting the parking brake, which shall automatically put the transmission into neutral, and activating a rocker switch in the cab. Switches in the cab shall also allow for water, foam, or CAFS if equipped, and activate the appropriate system to preset parameters. The engagement shall provide simple two-step operation, enhance reliability, and completely eliminate gear clash. The shift shall include the indicator lights as mandated by NFPA. A direct override switch shall be located behind a door in the lower pump operator's panel. The switch shall automatically disengage when the door is closed.</p> <p>As the parking brake is applied, the pump panel throttle shall be activated and deactivate the chassis foot throttle for stationary operation.</p> <p>Pump and roll operation shall be available by releasing the parking brake with the pump in the pumping mode. Releasing the parking brake shall activate the chassis foot throttle, and deactivate the pump panel throttle. To protect from accidental pump overheating, the pump shall automatically disengage when the truck transmission shifts into second gear.</p> <p><u>TRANSMISSION LOCK UP</u></p> <p>Transmission lock up is not required as transmission shall automatically shift to neutral as soon as the parking brake is set.</p> <p><u>AUXILIARY COOLING SYSTEM</u></p> <p>A supplementary heat exchange cooling system shall be provided to allow the use of water from the discharge side of the pump for cooling the engine water. A water-to-coolant heat exchanger shall be used.</p>		

Specification	Bidder Complies	
	Yes	No
<p><u>INTAKE RELIEF VALVE</u></p> <p>An Akron relief valve shall be installed on the suction side of the pump preset at 125 psig.</p> <p>Relief valve shall have a working range of 75 psig to 200 psig.</p> <p>Outlet shall terminate below the framerails with a 2.50" National Standard hose thread adapter and shall have a "do not cap" warning tag.</p>		
<p>Control shall be located behind an access door at the right (passenger's) side pump panel.</p> <p><u>PRESSURE CONTROLLER</u></p> <p>A Pierce Pressure Governor shall be provided. An electric pressure governor shall be provided which is capable of automatically maintaining a desired preset discharge pressure in the water pump. When operating in the pressure control mode, the system shall automatically maintain the discharge pressure set by the operator (within the discharge capabilities of the pump and water supply) regardless of flow, within the discharge capacities of the water pump and water supply.</p> <p>A pressure transducer shall be installed in the water discharge of the pump. The transducer continuously monitors pump pressure sending a signal to the Electronic Control Module (ECM).</p> <p>The governor can be used in two (2) modes of operation, RPM mode and pressure modes.</p> <p>In the RPM mode, the governor can be activated after vehicle parking brake has been set. When in this mode, the governor shall maintain the set engine speed, regardless of engine load (within engine operation capabilities).</p> <p>In the pressure mode, the governor system can only operate after the fire pump has been engaged and the vehicle parking brake has been set. When in the pressure mode, the pressure controller monitors the pump pressure and varies engine speed to maintain a precise pump pressure. The pressure controller shall use a quicker reacting J1939 database for engine control (excluding Cat engines).</p> <p>A preset feature allows a predetermined pressure or rpm to be set.</p> <p>A pump cavitation protection feature is also provided which shall return the engine to idle should the pump cavitate. Cavitation is sensed by the combination of pump pressure below 30 psi and engine speed above 2000 rpm for more than five (5) seconds.</p> <p>The throttle shall be a vernier style control, with a large control knob for use with a gloved hand. A throttle ready light shall be provided adjacent to the throttle control. A large .75" RPM display shall be provided to be visible at a glance.</p> <p>Check engine, and stop engine indicator lights shall be provided for easy viewing.</p>		

Specification	Bidder Complies	
	Yes	No
<p>Large .75" push buttons shall be provided for menu, mode, preset, and silence selections.</p> <p>The water tank level indicator shall be incorporated in the pressure governor.</p> <p>A fuel level indicator shall be incorporated in the pressure controller.</p> <p>A pump hour meter shall be incorporated in the pressure controller.</p>		
<p>The pressure controller shall incorporate monitoring for engine temperature, oil pressure, fuel level alarm, and voltage. Pump monitoring shall include, pump gearcase temperature, error codes, diagnostic data, pump service reminders, and time stamped data logging, to allow for fast accurate trouble shooting. It shall also notify the driver/engineer of any problems with the engine and the apparatus. Complete understandable messages shall be provided in a 20-character display, providing for fewer abbreviations in the messages. An automatic dim feature shall be included for night operations.</p> <p>The pressure controller shall include a USB port for easy software upgrades, which can be downloaded through a USB memory stick, eliminating the need for a laptop for software installations.</p> <p>A complete interactive manual shall be provided with the pressure controller.</p> <p><u>PRIMING PUMP</u></p> <p>Priming pump shall be a positive displacement vane type, electrically driven, and conforming to standards outlined in NFPA pamphlet #1901.</p> <p>One (1) priming control shall open the priming valve and start the priming motor.</p> <p>Primer shall be environmentally safe and self lubricating.</p> <p><u>PUMP MANUALS</u></p> <p>Two (2) pump manuals from the pump manufacturer shall be furnished in compact disc format with the apparatus. Manuals shall cover pump operation, maintenance, overhaul, and parts.</p> <p><u>PLUMBING</u></p> <p>All inlet and outlet plumbing, 3.00" and smaller, shall be plumbed with either stainless steel pipe or synthetic rubber hose reinforced with high-tensile polyester braid. Small diameter secondary plumbing such as drain lines shall be stainless steel, brass or hose.</p> <p>Where vibration or chassis flexing may damage or loosen piping or where a coupling is required for servicing, the piping shall be equipped with victaulic or rubber couplings.</p> <p>Plumbing manifold bodies shall be ductile cast iron or stainless steel.</p> <p>All lines shall drain through a master drain valve or shall be equipped with individual drain valves. All individual drain lines for discharges shall be extended with a hose to drain below the chassis frame.</p> <p>All water carrying gauge lines shall be of flexible polypropylene tubing.</p>		

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	Yes	No
<p><u>MAIN PUMP INLETS</u></p> <p>A 6.00" pump manifold inlet shall be provided on each side of the vehicle. The suction inlets shall include removable die cast zinc screens that are designed to provide cathodic protection for the pump, thus reducing corrosion in the pump.</p> <p>Main pump inlets shall not be located on the main operator's panel and shall maintain a low connection height by terminating below the top of the chassis frame rail.</p>		
<p>The main pump inlets shall have National Standard Threads with a long handle chrome cap.</p> <p>The cap shall be the VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected. (no exception)</p> <p><u>VALVES</u></p> <p>All ball valves shall be Akron Brass in-line valves. The Akron valves shall be the 8000 series heavy-duty style with a stainless steel ball and a simple two-seat design. No lubrication or regular maintenance is required on the valve.</p> <p>Valves shall have a ten (10) year warranty.</p> <p><u>INLET (Left side)</u></p> <p>On the left side pump panel shall be one (1) 2.50" auxiliary suction, terminating in 2.50" National Standard Hose Thread. The auxiliary suction shall be provided with a strainer, chrome swivel and plug.</p> <p><u>INLET (Right side)</u></p> <p>On the right side pump panel shall be one (1) 2.50" auxiliary suction, terminating in 2.50" National Standard Hose Thread. The auxiliary suction shall be provided with a strainer, chrome swivel and plug.</p> <p>The location of the valve for the two (2) inlets shall be recessed behind the pump panel.</p> <p><u>ANODE, INLET</u></p> <p>A pair of sacrificial zinc anodes shall be provided in the water pump inlets to protect the pump from corrosion.</p> <p><u>INLET CONTROL</u></p> <p>Control for the side auxiliary inlet(s) shall be located at the inlet valve.</p> <p><u>INLET (Front)</u></p> <p>A 6.00" inlet front inlet with die cast zinc screens shall be provided using 5.00" welded black iron pipe and a 5.00" butterfly valve. Only radiused elbows shall be used in the piping, no mitered joints.</p> <p>Drains are furnished in all the low points of piping and have .75" valves with swing handle.</p> <p>A bleeder valve shall be located at the threaded connection.</p>		

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	Yes	No
<p>The front suction shall be located on the passenger side of the bumper extension.</p> <p>The front suction shall be electrically operated valve with an electric control at the pump operator's panel. The control shall be momentary to allow the valve to be gated for ease of operation. Indicator lights shall be provided to show if the valve is open or closed.</p>		
<p><u>INTAKE RELIEF VALVE</u></p> <p>An intake relief valve, preset at 125 psig, shall be installed on the inlet side of the valve.</p> <p>Relief valve shall have a working range of 75 psig to 250 psig.</p> <p>Outlet shall terminate below the framerails.</p> <p>The front inlet shall have National Standard hose threads with a long handle chrome plated cap.</p> <p>The cap shall be the VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected. (no exception)</p> <p>The front suction shall have a chromed 6.00" swivel with National Standard hose threads and a long handle chromed plated cap.</p> <p>The swivel shall have a smooth surface chrome finish.</p> <p><u>INLET BLEEDER VALVE</u></p> <p>A .75" bleeder valve shall be provided for each side gated inlet. The valves shall be located behind the panel with a swing style handle control extended to the outside of the panel. The handles shall be chrome plated and provide a visual indication of valve position. The swing handle shall provide an ergonomic position for operating the valve without twisting the wrist and provides excellent leverage. The water discharged by the bleeders shall be routed below the chassis frame rails.</p> <p><u>TANK TO PUMP</u></p> <p>The booster tank shall be connected to the intake side of the pump with heavy duty 4.00" piping and a quarter turn 3.00" full flow line valve with the control located at the operator's panel. A rubber coupling shall be included in this line to prevent damage from vibration or chassis flexing.</p> <p>A check valve shall be provided in the tank to pump supply line to prevent the possibility of "back filling" the water tank.</p> <p><u>TANK REFILL</u></p> <p>A 1.50" combination tank refill and pump re-circulation line shall be provided, using a quarter-turn full flow ball valve controlled from the pump operator's panel.</p> <p><u>DISCHARGE OUTLETS (Left Side)</u></p> <p>There shall be two (2) discharges with a 2.50" valves on the left side of the apparatus, terminating with a male 2.50" National Standard hose thread</p>		

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	Yes	No
<p>adapter. Discharges shall be located below the cab, and shall be no higher than the top of the chassis frame rail. Discharges shall not be located on the pump operator's panel. Lever controls shall be provided at the valve.</p> <p><u>DISCHARGE OUTLETS (Right Side)</u> There shall be one (1) discharge with a 2.50" valve on the right side of the apparatus, terminating with a male 2.50" National Standard hose thread adapter. The discharge shall be located below the crew cab, and shall be no higher than the top of the chassis frame rail. The discharge shall be electrically controlled at the pump operator's panel.</p>		
<p><u>DISCHARGE OUTLET, 4.00"</u> There shall be a 4.00" discharge outlet with a 4.00" Akron valve body installed on the right side of the apparatus, below the cab, and shall be no higher than the top of the chassis frame rail, terminating with a male 4.00" National Standard hose thread. This discharge outlet shall be electrically controlled at the pump operator's control panel.</p> <p><u>DISCHARGE OUTLET (Front)</u> There shall be a 1.50" gated discharge outlet plumbed to the lower portion of the tray in the center front bumper extension. The outlet shall be centered near the bottom in the selected tray.</p> <p>The discharge shall have a 90-degree swivel and terminate with 1.50" NHT.</p> <p>Plumbing shall consist of 2.00" piping with a 2.00" full flow ball valve controlled at the pump operator's panel.</p> <p>Automatic drains shall be provided at all low points in the plumbing.</p> <p><u>DISCHARGE OUTLET (Rear)</u> There shall be one (1) discharge piped to the rear of the hose bed, on passenger's side, installed so proper clearance is provided for spanner wrenches or adapters. Plumbing shall consist of 2.50" piping along with a 2.50" full flow ball valve with the control from the pump operator's panel. Discharge shall terminate with 2.50" NST thread. Discharge piping shall be schedule 10 304L welded or formed stainless steel and routed through the water tank.</p> <p><u>DISCHARGE CAPS</u> Chrome plated, rocker lug, caps with chains shall be furnished for all side discharge outlets.</p> <p>The caps shall be the VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected. (no exception)</p> <p><u>OUTLET BLEEDER VALVE</u> A .75" bleeder valve shall be provided for each outlet 1.50" or larger. Automatic drain valves are acceptable with some outlets if deemed appropriate with the application.</p> <p>The valves shall be located behind the panel with a swing style handle control extended to the outside of the side pump panel. The handles shall be chrome</p>		

Specification	Bidder Complies	
	Yes	No
<p>plated and provide a visual indication of valve position. The swing handle shall provide an ergonomic position for operating the valve without twisting the wrist and provides excellent leverage. Bleeders shall be located at the bottom of the pump panel. They shall be properly labeled identifying the discharge they are plumbed in to. The water discharged by the bleeders shall be routed below the chassis frame rails.</p> <p><u>ELBOWS, REAR OUTLETS</u></p> <p>The 2.50" discharge outlets, located at the rear of the apparatus, shall be furnished with a 2.50"(F) National Standard hose thread x 2.50"(M) National Standard hose thread, chrome plated, 45 degree elbow.</p> <p>The elbow will be the Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected. (no exception)</p> <p><u>ELBOW, 4.00" OUTLET</u></p> <p>The 4.00" outlet shall be furnished with a 4.00"(F) National Standard hose thread x 5.00" Storz elbow adapter with Storz cap.</p> <p><u>DISCHARGE OUTLET CONTROLS</u></p> <p>The discharge outlets shall incorporate a quarter-turn ball valve with the control located at the pump operator's panel. The valve operating mechanism shall indicate the position of the valve or an indicator shall be provided to show when the valve is closed.</p> <p>The passenger side discharges shall be controlled by an Akron 9315 Navigator controller with the manual override located on the passenger side pump panel. In addition to valve position, each Akron 9315 Navigator controller shall include a pressure display.</p> <p>The controller unit shall have solid state electronics to provide easy, two (2) button open and close valve position capability with valve position indicator lights, and current limiting valve motor stopping capability. The unit shall be in water resistant brass housing and shall come with all required installation cables and harnesses.</p> <p>All other outlets shall have manual swing handles that operate in a vertical up and down motion. These handles shall be able to lock in place to prevent valve creep under pressure.</p> <p><u>DELUGE RISER</u></p> <p>A 3.00" deluge riser shall be installed above the pump in such a manner that a monitor can be mounted and used effectively. 3.00" piping shall be installed securely so no movement develops when the line is charged. The riser shall be gated and controlled at the pump operator's panel. A 2.50" valve shall be provided. The deluge riser shall allow flow for 1000 GPM.</p> <p><u>TELESCOPIC PIPING</u></p> <p>The deluge riser piping shall include a 18.00" Task Force Model XG18 Extend-A-Gun extension.</p>		

Specification	Bidder Complies	
	Yes	No
<p>This extension shall be telescopic to allow the deluge gun to be raised 18.00" increasing the range of operation.</p> <p>A triangular bracing structure shall be installed to support the piping. Aluminum tread plate shall be placed on the forward side of the bracing structure.</p> <p>A position sensor shall be provided on the telescopic piping that shall activate the "do not move vehicle" light inside the cab when the monitor is in the raised position.</p> <p>The deluge riser shall have male National Pipe Threads for mounting the monitor.</p> <p><u>CROSSLAY HOSE BEDS</u></p> <p>Two (2) crosslays with 1.50" outlets shall be provided. Each bed to be capable of carrying 200 feet of 1.75" double jacketed hose and shall be plumbed with 2.00" i.d. schedule 10 304L welded or formed stainless steel pipe and gated with a 2.00" quarter turn ball valve. Threaded pipe shall not be acceptable. Crosslays shall be low mounted with the bottom of both crosslay trays no more than 11.00" above the frame rails for simple, safe reloading and deployment. (no exception)</p> <p>Outlets to be equipped with a 1.50" National Standard hose thread 90-degree swivel located in the hose bed so that hose may be removed from either side of apparatus.</p> <p>The crosslay controls shall be at the pump operator's panel.</p> <p>A removable tray shall be provided for the crosslay hosebed. The crosslay tray shall be constructed of black poly to provide a lightweight sturdy tray. Two (2) hand holes shall be in the floor and additional hand holes shall be provided in the sides for easy removal and installation from the compartment. The floor of the trays shall be perforated to allow for drainage and hose drying. Trays shall be held in place by a mechanical spring loaded stainless steel latch that automatically deploys upon loading the trays to hold the trays in place during transit.</p> <p><u>CROSSLAY HOSE BED, 2.50"</u></p> <p>One (1) crosslay with a 2.50" outlet shall be provided. The bed to be capable of carrying 200' of 3" double jacket hose with 2.5" couplings hose and shall be plumbed with 2.50" i.d. schedule 10 304L welded or formed stainless steel pipe and gated with a 2.50" quarter turn ball valve. Threaded pipe shall not be acceptable.</p> <p>The outlet to be equipped with a 2.50" National Standard hose thread 90 degree swivel located above the hose bed so that hose may be removed from either side of apparatus.</p> <p>The crosslay shall be mounted above the lower 1.5" crosslays. The crosslay controls shall be at the pump operator's panel.</p>		

Specification	Bidder Complies	
	Yes	No
<p>A removable tray shall be provided for the crosslay hosebed. The crosslay tray shall be constructed of black poly to provide a lightweight sturdy tray. Two (2) hand holes shall be in the floor and additional hand holes shall be provided in the sides for easy removal and installation from the compartment. The floor of the trays shall be perforated to allow for drainage and hose drying. Tray shall be held in place by a mechanical spring loaded stainless steel latch that automatically deploys upon loading the tray to hold the trays in place during transit.</p>		
<p><u>CROSSLAY/DEADLAY HOSE RESTRAINT</u></p> <p>A black 1.00" nylon webbing design with 2.00" box pattern shall be provided across each end of two (2) crosslay/deadlay(s) to secure the hose during travel. The webbing shall be permanently attached at the front of the crosslay/deadlay bed. Two (2) vertical metal bars the height of the crosslay/deadlay bed shall hook onto footman loops at the top of the bed and 1.00" web straps shall loop through footman loops located at the bottom of the crosslay/deadlay bed. The straps shall attach to the bottom of the bar with a 1.00" side release fastener.</p> <p><u>FOAM PROPORTIONER</u></p> <p>A foam proportioning system shall be provided that is an on demand, automatic proportioning, single point, direct injection system suitable for all types of Class A and B foam concentrates, including the high viscosity (6000 cps), alcohol resistant Class B foams. Operation shall be based on direct measurement of water flow, and remain consistent within the specified flows and pressures. The system shall automatically proportion foam solution at rates from 0.1 percent to 3.0 percent regardless of variations in water pressure and flow, up to the maximum rated capacity of the foam concentrate pump.</p> <p>The design of the system shall allow operation from draft, hydrant, or relay operation.</p> <p><u>System Capacity</u></p> <p>The system shall have the ability to deliver the following minimum foam solution flow rates at accuracies that meet or exceed NFPA requirements at a pump rating of 150 psi.</p> <p style="padding-left: 40px;">100 gpm @ 3 percent</p> <p style="padding-left: 40px;">300 gpm @ 1 percent</p> <p style="padding-left: 40px;">600 gpm @ 0.5 percent</p> <p>Class A foam setting in .1 percent increments from .1 percent to 1 percent. Typical settings of 1 percent, .5 percent and .3 percent (maximum capacity shall be limited to the plumbing and water pump capacity).</p> <p><u>Control System</u></p> <p>The system shall be equipped with a digital electronic control display located on the pump operators panel. Push button controls shall be integrated into the panel to turn the system on/off, control the foam percentage, and to set the operation modes.</p>		

Specification	Bidder Complies	
	Yes	No
<p>The percent of injection shall have a preset. This preset can be changed at the fire department as desired. The percent of injection shall be able to be easily changed at the scene to adjust to changing demands.</p> <p>Three (3) .50 tall LEDs shall display the foam percentage in numeric characters. Three (3) indicator LEDs shall also be included, one (1) green, one (1) red, and one (1) yellow. The LEDs shall indicate various system operation or error states.</p>		
<p>The indications shall be:</p> <ul style="list-style-type: none"> Solid Green – System On Solid Red – Valve Position Error Solid Yellow – Priming System Flashing Green – Injecting Foam Flashing Red – Low Tank Level Flashing Yellow – Refilling Tank <p>The control display shall house a microprocessor, which receives input from the systems water flow meter while also monitoring the position of the foam concentrate pump. The microprocessor shall compare the values of the water flow versus the position/rate of the foam pump, to ensure the proportion rate is accurate. One (1) check valve shall be installed in the plumbing to prevent foam from contaminating the water pump.</p> <p><u>Hydraulic Drive System</u></p> <p>The foam concentrate pump shall be powered by an electric over hydraulic drive system. The hydraulic system and motor shall be integrated into one unit.</p> <p><u>Foam Concentrate Pump</u></p> <p>The foam concentrate pump shall be of positive displacement, self-priming; linear actuated design, driven by the hydraulic system. The pump shall be constructed of brass body; chrome plated stainless steel shaft, with a stainless steel piston. In order to increase longevity of the pump, no aluminum shall be present in its construction.</p> <p>A relief system shall be provided which is designed to protect the drive system components and prevent over pressuring the foam concentrate pump.</p> <p>The foam concentrate pump shall have minimum capacity for 3 gpm with all types of foam concentrates with a viscosity at or below 6000 cps including protein, fluoroprotein, AFFF, FFFP, or AR-AFFF. The system shall deliver only the amount of foam concentrate flow required, without recirculating foam back to the storage tank. Recirculating foam concentrate back to the storage tank can cause agitation and premature foaming of the concentrate, which can result in system failure. The foam concentrate pump shall be self-priming and have the ability to draw foam concentrate from external supplies such as drums or pails.</p>		

Specification	Bidder Complies	
	Yes	No
<p><u>External Foam Concentrate Connection</u> An external foam pick-up shall be provided to enable use of a foam agent that is not stored on the vehicle. The external foam pick-up shall be designed to allow continued operation after the on-board foam tank is empty, or the use of foam different than the foam in the foam tank.</p> <p><u>Panel Mounted External Pick-Up Connection / Valve</u> A bronze three (3)-way valve shall be provided. The unit shall be mounted to the pump panel. The valve unit shall function as the foam system tank to pump valve and external suction valve. The external foam pick-up shall be one (1) .75" male connection GHT (garden hose thread) with a cap.</p> <p><u>Pick-Up Hose</u> A .75" flexible hose with an end for insertion into foam containers shall be provided. The hose shall be supplied with a .75" female swivel GHT (garden hose thread) swivel connector. The hose shall be shipped loose.</p> <p><u>Discharges</u> The foam system shall be plumbed to the upper front crosslay, upper rear crosslay, center of front bumper, upper center crosslay and right rear outlet.</p> <p><u>System Electrical Load</u> The maximum current draw of the electric motor and system shall be no more than 55 amperes at 12 VDC.</p> <p><u>REFILL, SINGLE FOAM TANK</u> The foam system's proportioning pump shall be used to fill the foam tank. This shall allow use of the auxiliary foam pick-up to pump the foam from pails or a drum on the ground into the foam tank. A foam shut-off switch shall be installed in the fill dome of the tank to shut the system down when the tank is full. The fill operation shall be controlled by a mode in the foam system controller. While the proportioner pump is filling the tank, the controller shall display a flashing yellow LED to indicate that the tank is filling. When the tank is full, as determined by the float switch in the tank dome, the pump shall stop and the controller shall shut the yellow LED off. If it attempted to use tank fill and the refill valve and suction valve are in the wrong position(s), then a red LED shall illuminate to indicate the improper valve position(s). When the valves are positioned properly, then filling shall commence.</p> <p><u>FOAM TANK</u> The foam tank shall be an integral portion of the polypropylene water tank. The cell shall have a capacity of 30 gallons of foam with the intended use of Class A foam. The brand of foam stored in this tank shall be Angus. The foam cell shall reduce the capacity of the water tank. The foam cell shall have a screen in the fill dome and a breather in the lid.</p> <p><u>FOAM TANK DRAIN</u> A system of 1.00" foam tank drains shall be provided, integrated into the foam systems strainer and tank to foam pump valve management system. The tank to pump hoses running from the tank(s) to the panel mounted strainer shall 1.00" diameter. The foam system controller shall have a mode that allows for</p>		

Specification	Bidder Complies	
	Yes	No
<p>a given foam valve to be opened at will. Flow of foam from the tank valve to the strainer shall be usable as a tank drain mode.</p> <p>An adaptor shall be supplied, that allows the 1.00" foam intake screen to assembly to be used as a drain outlet. The standard supplied 1.00" foam pick up hose shall be attached to the screen assembly by way of the adapter. The drain mode shall allow the operator to open and close the tank valve as required from the control head, to drain foam and re-fill foam containers through the connected hose, without foam spillage beneath the vehicle.</p>		
<p><u>PUMP CONTROL PANELS (Left Side Control)</u></p> <p>Pump controls and gauges shall be located midship at the left (driver's) side of the apparatus and properly identified.</p> <p>The main pump operator's control panel shall be completely enclosed and located in the forward section of the body compartment, to protect against road debris and weather elements. The pump operator's panels shall be no more than 31.00" wide, and made in four (4) sections with the center section easily removable with simple hand tools. For the safety of the pump operator, there shall be no discharge outlets or pump inlets located on the main pump operators panel.</p> <p>Layout of the pump control panel shall be ergonomically efficient and systematically organized. The upper section shall contain the master gauges. This section shall be angled down for easy visibility. The center section shall contain the pump controls aligned in two horizontal rows. The pressure control device, engine monitoring gauges, electrical switches, and foam controls (if applicable) shall be located on or adjacent to the center panel, on the side walls for easy operation and visibility. The lower section shall contain the outlet drains.</p> <p>Manual controls shall be easy moving 8" long lever style controls that operate in a vertical, up and down swing motion. These handles shall have a 2.25" diameter knob and be able to lock in place to prevent valve creep under any pressure. Bright finish bezels shall encompass the opening, be securely mounted to the pump operator's panel, and shall incorporate the discharge gauge bezel. Bezels shall be bolted to the panel for easy removal and gauge service. The driver's side discharges shall be controlled directly at the valve. There shall be no push-pull style control handles. (no exception)</p> <p>Identification tags for the discharge controls shall be recessed within the same bezel. The discharge identification tags shall be color coded, with each discharge having its own unique color.</p> <p>All remaining identification tags shall be mounted on the pump panel in chrome-plated bezels.</p> <p>All discharge outlets shall be color coded and labeled to correspond with the discharge identification tag.</p> <p>The pump panels for the midship discharge and intake ports shall be located ahead of the body compartments with no side discharge or intake higher than</p>		

Specification	Bidder Complies	
	Yes	No
<p>the frame rail. The pump panels shall be easily removable with simple hand tools.</p> <p>A recessed cargo area shall be provided at the front of the body, ahead of the water tank above the plumbing.</p> <p><u>PUMP PANEL CONFIGURATION</u></p> <p>The pump panel configuration shall be arranged and installed in an organized manner that shall provide user-friendly operation.</p>		
<p><u>PUMP AND GAUGE PANEL</u></p> <p>The pump operators panel and gauge panels shall be constructed of stainless steel with a brushed finish. The pump panels on the driver and passenger's side shall be constructed of stainless steel with a brushed finish.</p> <p><u>PUMP AND PLUMBING ACCESS</u></p> <p>Simple access to the plumbing shall be provided through the front of the body area by raising the cab for complete plumbing service and valve maintenance. Access to valves shall not require removal of operator panels or pump panels. Access for rebuilding of the pump shall not require removal of more than the tank to pump line and a single discharge line. This access shall allow for fast, easy valve or pump rebuilding, making for reduced out of service times. Steps shall be provided for access to the top of the pump.</p> <p>Access to the pump shall be provided by raising the cab. The pump shall be positioned such that all maintenance and overhaul work can be performed above the frame and under the tilted cab. The service and overhaul work on the pump shall not require the removal of operator panels or pump panels. Complete pump casing and gear case removal shall require no more than removal of the intake and discharge manifolds, driveline, coolers and a single discharge line. The pump case and gear case shall be able to be removed by lifting upward without interference from piping and be removable in less than 3 hours.</p> <p><u>PUMP COMPARTMENT LIGHT</u></p> <p>A pump compartment light shall be provided inside the plumbing area.</p> <p>A .125" weep hole shall be provided in each light lens, preventing moisture retention.</p> <p>Engine monitoring graduated LED indicators shall be incorporated with the pressure controller.</p> <p><u>GAUGES, VACUUM and PRESSURE</u></p> <p>The pump vacuum and pressure gauges shall be liquid filled and manufactured by Class 1, Inc.</p> <p>The gauges shall be a minimum of 4.00" in diameter and shall have white faces with black lettering, with a pressure range of 30.00"-0-600#.</p> <p>Gauge construction shall include a Zytel nylon case with adhesive mounting gasket and threaded retaining nut.</p>		

Specification	Bidder Complies	
	Yes	No
<p>The pump pressure and vacuum gauges shall be installed adjacent to each other at the pump operator's control panel.</p> <p>Test port connections shall be provided at the pump operator's panel. One shall be connected to the intake side of the pump, and the other to the discharge manifold of the pump. They shall have 0.25 in. standard pipe thread connections and non-corrosive polished stainless steel or brass plugs. They shall be marked with a label.</p>		
<p>This gauge shall include a 10 year warranty against leakage, pointer defect, and defective bourdon tube.</p> <p><u>PRESSURE GAUGES</u></p> <p>The individual "line" pressure gauges for the discharges shall be interlube filled and manufactured by Class 1.</p> <p>They shall be a minimum of 2.00" in diameter and shall have white faces with black lettering.</p> <p>Gauge construction shall include a Zytel nylon case with adhesive mounting gasket and threaded retaining nut.</p> <p>Gauges shall have a pressure range of 30"-0-400#.</p> <p>The individual pressure gauge shall be installed as close to the outlet control as practical.</p> <p>This gauge shall include a 10 year warranty against leakage, pointer defect, and defective bourdon tube.</p> <p><u>WATER LEVEL GAUGE</u></p> <p>An electric water level gauge shall be incorporated in the pressure controller that registers water level by means of nine (9) LEDs. They shall be at 1/8 level increments with a tank empty LED. The LEDs shall be a bright type that is readable in sunlight, and have a full 180-degree of clear viewing.</p> <p>To further alert the pump operator, the gauge shall have a warning flash when the tank volume is less than 25 percent, and shall have down chasing LEDs when the tank is almost empty.</p> <p>The level measurement shall be ascertained by sensing the head pressure of the fluid in the tank or cell.</p> <p><u>MINI SLAVE UNIT</u></p> <p>An electric water level gauge shall be provided in the cab that registers water level by means of five (5) LEDs. They shall be at 1/4 level increments with a tank empty LED. The LEDs shall be a bright type that is readable in sunlight, and have a full 180-degree of clear viewing.</p> <p>The water level gauge in the cab shall be activated when the pump is in gear.</p> <p><u>FOAM LEVEL GAUGE</u></p> <p>A Pierce electric foam level gauge shall be provided on the operator's panel, that registers foam level by means of nine (9) LEDs. There shall also be a mini</p>		

Specification	Bidder Complies	
	Yes	No
<p>foam level gauge with five (5) LEDs in the cab. They shall be at 1/8 level increments with a tank empty LED. The LEDs shall be a bright type that is readable in sunlight, and have a full 180 degree of clear viewing. The gauge shall match the water level gauge in the pressure controller.</p> <p>To further alert the pump operator, shall have a warning flash when the tank volume is less than 25 percent, and shall have Down Chasing LEDs when the tank is almost empty.</p>		
<p>The level measurement shall be ascertained by sensing the head pressure of the fluid in the tank or cell. This method provides accuracy with an array of multi-viscosity foams.</p> <p>The foam level gauge in the cab shall be activated by battery switch is on.</p> <p><u>SIDE CONTROL PUMP OPERATOR'S/PUMP PANEL LIGHTING</u> Illumination shall be provided for controls, switches, essential instructions, gauges, and instruments necessary for the operation of the apparatus and the equipment provided on it. External illumination shall be a minimum of five (5) foot-candles on the face of the device. Internal illumination shall be a minimum of four (4) footlamberts.</p> <p>The pump panels shall be illuminated by a light on each side of the back of the cab.</p> <p>The pump operator's panel shall utilize strip lighting at the forward doorframe and an overhead light.</p> <p><u>AIR HORN SYSTEM</u> Two (2) Grover air horns shall be provided and located, in the front bumper, recessed one each side outside of frame rails. The horn system shall be piped to the air brake system wet tank utilizing 0.38" tubing. A pressure protection valve shall be installed in-line to prevent loss of air in the air brake system.</p> <p><u>AIR HORN CONTROL</u> The air horns shall be actuated by a chrome push button located on the officer side of the engine tunnel and by the horn button in the steering wheel. The driver shall have the option to control the air horns or the chassis horns from the horn button by means of a selector switch located on the instrument panel.</p> <p><u>ELECTRONIC SIREN</u> A "Code 3", model 3672, electronic siren with noise canceling microphone shall be provided.</p> <p>This siren to be active when the battery switch is on and that emergency master switch is on.</p> <p>Siren shall be actuated by a foot switch on the officer's side and by the horn button in the steering wheel. The driver shall have the option to control the siren or the chassis horns from the horn button by means of a selector switch.</p>		

Specification	Bidder Complies	
	Yes	No
<p><u>SPEAKER</u> There shall be one (1) speaker, Code-3 Model PB100C with chrome finish provided. Connection shall be connected to the siren amplifier.</p> <p>The speaker(s) shall be recessed in the front bumper on the driver's side.</p> <p><u>WARNING LIGHTS</u> A Whelen Freedom, Model: FN38VLED lightbar shall be mounted on the cab roof.</p> <p>The length shall be 72.00"</p> <p>The lightbar shall include the following:</p> <ul style="list-style-type: none"> Four (4) red flashing forward facing LED modules. Two (2) clear flashing forward facing LED modules. Two (2) red flashing front corner LED modules. Two (2) red flashing rear corner LED modules. <p>All the lenses shall be clear.</p> <p>One (1) switch located in the cab, on the switch panel, shall control this lightbar.</p> <p>To meet NFPA requirements, the clear warning lights shall be disabled when the parking brake is set.</p> <p><u>LIGHTS, FRONT ZONE LOWER</u> One (1) pair of Whelen model 60*02F*R, flashing "Super" LED lights shall be installed on the cab face above the headlights, in a common bezel with the directional lights.</p> <p>The color of these lights shall be red Super LED/red lens.</p> <p>These lights shall meet or exceed NFPA front lower zone requirements.</p> <p>Per NFPA, these lights shall be activated by a switch in the cab.</p> <p><u>SIDE ZONE LOWER LIGHTING</u> Six (6) flashing super LED lights shall be located at the following positions:</p> <ul style="list-style-type: none"> Two (2) lights, one (1) each side on the bumper extension - red Super LED/red lens each side. Two (2) lights, one each side of cab rear of crew cab doors - red Super LED/red lens each side. Two (2) lights, above rear wheels - red Super LED/red lens each side. <p>The lights shall be controlled by a lighted switch on the cab instrument panel.</p> <p>These lights shall be installed with three (3) pairs of flange kits.</p>		

Specification	Bidder Complies	
	Yes	No
<p><u>REAR ZONE LOWER LIGHTING</u></p> <p>Two (2) Whelen model 60*02F*R flashing "Super" LED warning lights shall be located at the rear of the apparatus, required to meet or exceed the lower level optical warning and optical power requirements of NFPA.</p> <p>The color of these lights shall be red Super LED/red lens.</p> <p>One (1) switch in the cab on the switch panel shall control these lights.</p>		
<p>These lights shall be installed with a flange.</p> <p><u>WARNING LIGHTS (Rear and Side upper zones)</u></p> <p>Four (4) Whelen, model M6* LED flashing warning lights shall be provided at the rear of the apparatus.</p> <p>The side rear upper light on the driver's side to be red.</p> <p>The rear upper light on the driver's side to be red.</p> <p>The rear upper light on the passenger's side to be amber.</p> <p>The side rear upper light on the passenger's side to be red.</p> <p>These lights shall include a lens that is the same color as the LED's.</p> <p>One (1) switch located in the cab on the switch panel shall control these lights.</p> <p><u>TRAFFIC DIRECTING LIGHT</u></p> <p>There shall be one (1) Whelen model TAL65 36.01" long x 2.84" high x 2.24" deep, amber LED traffic directing light installed at the rear of the apparatus.</p> <p>The Whelen model TACTLD1 control head shall be included with this installation.</p> <p>The auxiliary warning mode shall be activated with the control head only.</p> <p>This traffic directing light shall be recessed with a smooth aluminum trim plate at the rear of the apparatus as high as practical. The trim plate shall match the chevron striping on the rear of the truck.</p> <p>The traffic directing light controller shall be located within the switch panel on the engine tunnel. The controller shall be within easy reach of the driver.</p> <p><u>CUP HOLDER</u></p> <p>A cup holder shall be provided for the Two (2) to securely hold the push-up pole in place while in the lower position.</p> <p><u>110 VOLT INTERIOR RECEPTACLE</u></p> <p>Receptacle shall be a NEMA 5-15, 120 volt, 15 amp, three (3) wire duplex household type connected to the shoreline.</p> <p>There shall be three (3) receptacles provided.</p> <p>one in each EMS cabinet and one in D3 as high as possible on body read wall (tank side).</p>		

Specification	Bidder Complies	
	Yes	No
<p><u>LOOSE EQUIPMENT</u></p> <p>The following equipment shall be furnished with the completed unit:</p> <p>- One (1) bag of chrome, stainless steel, or cadmium plated screws, nuts, bolts and washers, as used in the construction of the unit</p> <p><u>NFPA REQUIRED LOOSE EQUIPMENT, PROVIDED BY FIRE DEPARTMENT</u></p> <p>The following loose equipment as outlined in NFPA 1901, 2009 edition, section 5.8.2 and 5.8.3 shall be provided by the fire department. All loose equipment shall be installed on the apparatus before placed in emergency service, unless the fire department waives NFPA section 4.21.</p> <ul style="list-style-type: none"> • 800 ft (60 m) of 2.50" (65 mm) or larger fire hose. • 400 ft (120 m) of 1.50" (38 mm), 1.75" (45 mm), or 2.00" (52 mm) fire hose. • One (1) handline nozzle, 200 gpm (750 L/min) minimum. • Two (2) handline nozzles, 95 gpm (360 L/min) minimum. • One (1) playpipe with shutoff and 1.00" (25 mm), 1.125" (29 mm), and 1.25" (32 mm) tips. • One (1) SCBA complying with NFPA 1981, <i>Standard on Open-Circuit Self-Contained Breathing Apparatus for Fire and Emergency Services</i>, for each assigned seating position, but not fewer than four (4), mounted in brackets fastened to the apparatus or stored in containers supplied by the SCBA manufacturer. • One (1) spare SCBA cylinder for each SCBA carried, each mounted in a bracket fastened to the apparatus or stored in a specially designed storage space(s). • One (1) first aid kit. • Four (4) combination spanner wrenches mounted in bracket(s) fastened to the apparatus. • Two (2) hydrant wrenches mounted in brackets fastened to the apparatus. • Four (4) ladder belts meeting the requirements of NFPA 1983, <i>Standard on Fire Service Life Safety Rope and System Components</i> (if equipped with an aerial device). • One (1) double female 2.50" (65 mm) adapter with National Hose threads, mounted in a bracket fastened to the apparatus. • One (1) double male 2.50" (65 mm) adapter with National Hose threads, mounted in a bracket fastened to the apparatus. • One (1) rubber mallet, for use on suction hose connections, mounted in a bracket fastened to the apparatus. • Two (2) salvage covers each a minimum size of 12 ft × 14 ft (3.7 m × 4.3 m). • One (1) traffic vest for each seating position, each vest to comply with ANSI/ISEA 207, <i>Standard for High Visibility Public Safety Vests</i>, and have a five-point breakaway feature that includes two (2) at the shoulders, two (2) at the sides, and one (1) at the front. 		

Specification	Bidder Complies	
	Yes	No
<ul style="list-style-type: none"> • Five (5) fluorescent orange traffic cones not less than 28.00" (711 mm) in height, each equipped with a 6.00" (152 mm) retro-reflective white band no more than 4.00" (152 mm) from the top of the cone, and an additional 4.00" (102 mm) retro-reflective white band 2.00" (51 mm) below the 6.00" (152 mm) band. • Five (5) illuminated warning devices such as highway flares, unless the five (5) fluorescent orange traffic cones have illuminating capabilities. • One (1) automatic external defibrillator (AED). 		
<ul style="list-style-type: none"> • If the supply hose carried does not use sexless couplings, an additional double female adapter and double male adapter, sized to fit the supply hose carried, shall be carried mounted in brackets fastened to the apparatus. • If none of the pump intakes are valved, a hose appliance that is equipped with one or more gated intakes with female swivel connection(s) compatible with the supply hose used on one side and a swivel connection with pump intake threads on the other side shall be carried. Any intake connection larger than 3.00" (75 mm) shall include a pressure relief device that meets the requirements of 16.6.6. • If the apparatus does not have a 2.50" National Hose (NH) intake, an adapter from 2.50" NH female to a pump intake shall be carried, mounted in a bracket fastened to the apparatus if not already mounted directly to the intake. • If the supply hose carried has other than 2.50" National Hose (NH) threads, adapters shall be carried to allow feeding the supply hose from a 2.50" NH thread male discharge and to allow the hose to connect to a 2.50" NH female intake, mounted in brackets fastened to the apparatus if not already mounted directly to the discharge or intake. <p><u>SOFT SUCTION HOSE, PROVIDED BY FIRE DEPARTMENT</u> NFPA 1901, 2009 edition, section 5.7.2 requires a minimum of 20 ft of suction hose or 15 ft of supply hose.</p> <p>Hose is not on the apparatus as manufactured. The fire department shall provide suction or supply hose.</p> <p><u>STRAINER, PROVIDED BY FIRE DEPARTMENT</u> NFPA 1901, 2009 edition, section 5.7.2.1.1 requires a suction strainer when suction hose is provided.</p> <p>The strainer is not on the apparatus as manufactured. The fire department shall provide the suction strainer.</p> <p><u>DRY CHEMICAL EXTINGUISHER PROVIDED BY FIRE DEPARTMENT</u> NFPA 1901, 2009 edition, section 5.8.3 requires one (1) approved dry chemical portable fire extinguisher with a minimum 80-B:C rating mounted in a bracket fastened to the apparatus.</p> <p>The extinguisher is not on the apparatus as manufactured. The fire department shall provide and mount the extinguisher.</p>		

Specification	Bidder Complies	
	Yes	No
<p><u>WATER EXTINGUISHER PROVIDED BY FIRE DEPARTMENT</u> NFPA 1901, 2009 edition, section 5.8.3 requires one (1) 2.5 gallon or larger water extinguisher mounted in a bracket fastened to the apparatus.</p> <p>The extinguisher is not on the apparatus as manufactured. The fire department shall provide and mount the extinguisher.</p>		
<p><u>AXE, FLATHEAD, PROVIDED BY FIRE DEPARTMENT</u> NFPA 1901, 2009 edition, Section 5.8.3 requires one (1) flathead axe mounted in a bracket fastened to the apparatus.</p> <p>The axe is not on the apparatus as manufactured. The fire department shall provide and mount the axe.</p>		
<p><u>AXE, PICKHEAD, PROVIDED BY FIRE DEPARTMENT</u> NFPA 1901, 2009 edition, Section 5.8.3 requires one (1) pickhead axe mounted in a bracket fastened to the apparatus.</p> <p>The axe is not on the apparatus as manufactured. The fire department shall provide and mount the axe.</p>		
<p><u>PAINT</u> The exterior custom cab and body painting procedure shall consist of a seven (7) step finishing process as follows:</p> <ol style="list-style-type: none"> 1. <u>Manual Surface Preparation</u> - All exposed metal surfaces on the custom cab and body shall be thoroughly cleaned and prepared for painting. Surfaces that shall not be painted include all chrome plated, polished stainless steel, anodized aluminum and bright aluminum treadplate. Each imperfection on the exterior metal surface shall be removed or filled and then sanded smooth for a smooth appearance. All seams shall be sealed before painting. 2. <u>Chemical Cleaning and Treatment</u> - The metal surfaces shall be properly cleaned using a high pressure and high temperature cleaning system. Surfaces are chemically cleaned to remove all dirt, oil, grease and metal oxides to ensure the subsequent coatings bond well. An ultra pure water final rinse shall be applied to all metal surfaces at the conclusion of the metal treatment process. 3. <u>Primer/Surfacer Coats</u> - A two (2) component urethane primer/surfacer shall be hand applied to the chemically treated metal surfaces to provide a strong corrosion protective base coat and to smooth out the surface. 4. <u>Hand Sanding</u> - The primer/surfacer coat shall be lightly sanded to an ultra smooth finish. 5. <u>Sealer Primer Coat</u> - A two (2) component sealer primer coat shall be applied over the sanded primer. 6. <u>Topcoat Paint</u> - Urethane base coat shall be applied to opacity for correct color matching. 7. <u>Clearcoat</u> - Two (2) coats of an automotive grade two (2) component urethane shall be applied. Lap style doors shall be clear coated to match the 		

Specification	Bidder Complies	
	Yes	No
<p>body. Roll-up doors shall not be clear coated and the standard roll-up door warranty shall apply.</p> <p>All removable items such as brackets, compartment doors, door hinges, trim, etc. shall be removed and painted separately to insure paint behind all mounted items. Body assemblies that cannot be finish painted after assembly shall be finish painted before assembly.</p> <p>The cab shall be two-tone, with the upper section painted #10 White along with a shield design on the cab face and lower section of the cab and body painted #90 Red.</p> <p><u>PAINT - ENVIRONMENTAL IMPACT</u></p> <p>Contractor shall meet or exceed all current State (his) regulations concerning paint operations. Pollution control shall include measures to protect the atmosphere, water and soil. Controls shall include the following conditions:</p> <ul style="list-style-type: none"> - Topcoats and primers shall be chrome and lead free. - Metal treatment chemicals shall be chrome free. The wastewater generated in the metal treatment process shall be treated on-site to remove any other heavy metals. - Particulate emission collection from sanding operations shall have a 99.99% efficiency factor. - Particulate emissions from painting operations shall be collected by a dry filter or water wash process. If the dry filter means is used, it shall have an efficiency rating of 98.00%. Water wash systems shall be 99.97% efficient. - Water from water wash booths shall be reused. Solids shall be removed mechanically on a continual basis to keep the water clean. - Paint wastes are disposed of in an environmentally safe manner. They are used as fuel in kilns used in the cement manufacturing process - thereby extracting energy from a waste material. - Empty metal paint containers shall be cleaned, crushed and recycled to recover the metal. - Solvents used in cleanup operations shall be collected, recycled on-site, or sent off-site for distillation and returned for reuse. Residue from the distillation operation shall be used as fuel in off-site cement kilns. <p>Additionally, the finished apparatus shall not be manufactured with or contain products that have ozone depleting substances. Contractor shall, upon demand, present evidence that his manufacturing facility meets the above conditions and that it is in compliance with his State EPA rules and regulations.</p> <p><u>PAINT CHASSIS FRAME ASSEMBLY</u></p> <p>The chassis frame assembly shall be painted black before the installation of the cab and body, and before installation of the engine and transmission assembly, air brake lines, electrical wire harnesses, etc. Components that are included</p>		

Specification	Bidder Complies	
	Yes	No
<p>with the chassis frame assembly that shall be painted black are frame rails, cross members, axles, suspension, steering gear, fuel tank, body substructure supports, miscellaneous mounting brackets, etc.</p> <p><u>PAINT, REAR WHEELS</u> All wheel surfaces, inside and outside of inboard steel wheels only, shall be provided with powder coat paint #100 red.</p> <p><u>COMPARTMENT INTERIOR PAINT</u> The interior of compartmentation shall be painted with a gray spatter type paint.</p> <p><u>REFLECTIVE STRIPES</u> Three (3) reflective stripes shall be provided across the front of the vehicle and along the sides of the body. The reflective band shall consist of a 1.00" white stripe at the top with a 1.00" gap then a 6.00" white stripe with a 1.00" gap and a 1.00" white stripe on the bottom. The reflective band provided on the cab face shall be at the headlight level.</p> <p><u>CHEVRON STRIPING, REAR</u> There shall be alternating chevron striping located on the rear-facing vertical surface of the apparatus. The rear surface, excluding the rear roll up door, shall be covered. The colors shall be red and yellow diamond grade. Each stripe shall be 6.00" in width. This shall meet the requirements of NFPA 1901, 2009 edition, which states that 50% of the rear surface shall be covered with chevron striping.</p> <p><u>"Z" JOG IN REFLECTIVE STRIPE</u> There shall be two (2) "Z"-shaped jog/s provided in the reflective stripe design.</p> <p><u>OUTLINE, REFLECTIVE STRIPE</u> A Black outline shall be applied on the top and the bottom of the reflective band. There shall be three (3) set of outline stripes required.</p> <p><u>REFLECTIVE STRIPE, CAB DOORS</u> A 6.00" x 16.00" white reflective stripe shall be provided across the interior of each cab door. The stripe shall be located approximately 1.00" up from the bottom, on the door panel. This stripe shall meet the NFPA 1901 requirement.</p> <p><u>LETTERING</u> The lettering shall be 22 karat gold vinyl.</p> <p><u>LETTERING</u> Forty-one (41) to sixty (60) Sign Gold lettering, 3.00" high, with outline and shade shall be provided.</p>		

Specification	Bidder Complies	
	Yes	No
<p><u>LETTERING</u> There shall be sign gold lettering, 5.00" high, with outline and shade provided. There shall be 42 letters provided.</p> <p><u>LETTERING</u> Forty-one (41) to sixty (60) Sign Gold lettering, 6.00" high, with outline and shade shall be provided.</p> <p><u>CAB GRILLE DESIGN</u> An American flag design shall be painted on the cab grille.</p> <p><u>MALTESE CROSS INSTALLATION</u> There shall be one (1) pair of maltese crosses, comprised of reflective material, provided and installed on crew cab doors.</p> <p><u>CD MANUAL, FIRE APPARATUS PARTS</u> Two (2) custom parts manuals for the complete fire apparatus shall be provided in CD format with the completed unit.</p> <p>The manual shall contain the following:</p> <ul style="list-style-type: none"> - Job number - Part numbers with full descriptions - Table of contents - Parts section sorted in functional groups reflecting a major system, component, or assembly - Parts section sorted in Alphabetical order - Instructions on how to locate parts <p>The manual shall be specifically written for the chassis and body model being purchased. It shall not be a generic manual for a multitude of different chassis and bodies.</p> <p><u>SERVICE PARTS INTERNET SITE</u> The service parts information included in this manual is also available on the factory website. The website offers additional functions and features not contained in this manual, such as digital photographs and line drawings of select items. The website also features electronic search tools to assist in locating parts quickly.</p> <p><u>CD MANUALS, CHASSIS SERVICE</u> Two (2) CD format chassis service manuals containing parts and service information on major components shall be provided with the completed unit.</p> <p>The manual shall contain the following sections:</p> <ul style="list-style-type: none"> - Job number - Table of contents - Troubleshooting 		

Specification	Bidder Complies	
	Yes	No
<ul style="list-style-type: none"> - Front Axle/Suspension - Brakes - Engine - Tires - Wheels 		
<ul style="list-style-type: none"> - Cab - Electrical, DC - Air Systems - Plumbing - Appendix <p>The manual shall be specifically written for the chassis model being purchased. It shall not be a generic manual for a multitude of different chassis and bodies.</p> <p><u>CD MANUAL, CHASSIS OPERATION</u> Two (2) CD format chassis operation manuals shall be provided.</p> <p><u>ONE (1) YEAR MATERIAL AND WORKMANSHIP</u> Each new piece of apparatus shall be provided with a minimum one (1) year basic apparatus material and workmanship limited warranty. The warranty shall cover such portions of the apparatus built by the manufacturer as being free from defects in material and workmanship that would arise under normal use and service.</p> <p>A copy of the warranty certificate shall be submitted with the bid package. (no exception).</p> <p><u>ENGINE WARRANTY</u> A Cummins five (5) year limited engine warranty shall be provided. A copy of the warranty certificate shall be submitted with the bid package.</p> <p><u>STEERING GEAR WARRANTY</u> A TRW one (1) year limited steering gear warranty shall be provided. A copy of the warranty certificate shall be submitted with the bid package.</p> <p><u>FIFTY (50) YEAR STRUCTURAL INTEGRITY</u> The chassis frame shall be provided with a fifty (50) year material and workmanship limited warranty. The warranty shall cover the chassis frame as being free from defects in material and workmanship that would arise under normal use and service.</p> <p>A copy of the warranty certificate shall be submitted with the bid package (no exception).</p>		

Specification	Bidder Complies	
	Yes	No
<p><u>FRONT AXLE TWO (2) YEAR MATERIAL AND WORKMANSHIP WARRANTY</u> A Meritor™ Axle 2 year limited warranty shall be provided.</p> <p><u>REAR AXLE TWO (2) YEAR MATERIAL AND WORKMANSHIP WARRANTY</u> A Meritor™ Axle 2 year limited warranty shall be provided.</p> <p><u>TEN (10) YEAR STRUCTURAL INTEGRITY</u> The new cab shall be provided with a ten (10) year material and workmanship limited warranty. The warranty shall cover such portions of the cab built by the manufacturer as being free from structural failures caused by defects in material and workmanship that would arise under normal use and service. A copy of the warranty certificate shall be submitted with the bid package (No Exception).</p> <p><u>TEN (10) YEAR PRO-RATED PAINT AND CORROSION</u> Each new piece of apparatus shall be provided with a ten (10) year pro-rated paint and corrosion limited warranty on the apparatus cab. The warranty shall cover painted exterior surfaces of the body to be free from blistering, peeling, corrosion, or any other adhesion defect caused by defective manufacturing methods or paint material selection that would arise under normal use and service. A copy of the warranty certificate shall be submitted with the bid package (No Exception).</p> <p><u>TRANSMISSION WARRANTY</u> The transmission shall have a five (5) year/unlimited mileage warranty covering 100 percent parts and labor. The warranty is to be provided by Allison Transmission and not the apparatus builder.</p> <p><u>LIFETIME MATERIAL AND WORKMANSHIP</u> The UPF poly water tank shall be provided with a lifetime material and workmanship limited warranty. A copy of the warranty certificate shall be submitted with the bid package (No Exception).</p> <p><u>TEN (10) YEAR STRUCTURAL INTEGRITY</u> Each new piece of apparatus shall be provided with a ten (10) year material and workmanship limited warranty on the apparatus body. The warranty shall cover such portions of the apparatus built by the manufacturer as being free from defects in material and workmanship that would arise under normal use and service. A copy of the warranty certificate shall be submitted with the bid package (No Exception).</p>		

Specification	Bidder Complies	
	Yes	No
<p><u>ROLL UP DOOR MATERIAL AND WORKMANSHIP WARRANTY</u> A Gortite roll-up door limited warranty shall be provided. The mechanical components of the roll-up door shall be warranted against defects in material and workmanship for the lifetime of the vehicle. A six (6) year limited warranty shall be provided on painted and satin roll up doors.</p> <p>A copy of the warranty certificate shall be submitted with the bid package.</p>		
<p><u>SIX (6) YEAR MATERIAL AND WORKMANSHIP</u> The pump and its components shall be provided with a six (6) year material and workmanship limited warranty. The manufacturer's warranty shall provide that the pump and its components shall be free from failures caused by defects in material and workmanship that would arise under normal use and service.</p> <p>A copy of the warranty certificate shall be submitted with the bid package (No Exception).</p>		
<p><u>TEN (10) YEAR PUMP PLUMBING WARRANTY</u> The stainless steel plumbing components and ancillary brass fittings used in the construction of the water/foam plumbing system shall be warranted for a period of ten (10) years or 100,000 miles. This covers structural failures caused by defective design or workmanship, or perforation caused by corrosion, provided the apparatus is used in a normal and reasonable manner. This warranty is extended only to the original purchaser for a period of ten years from the date of delivery.</p> <p>A copy of the warranty certificate shall be submitted with the bid package. (no exception)</p>		
<p><u>TEN (10) YEAR PRO-RATED PAINT AND CORROSION</u> Each new piece of apparatus shall be provided with a ten (10) year pro-rated paint and corrosion limited warranty on the apparatus body. The warranty shall cover painted exterior surfaces of the body to be free from blistering, peeling, corrosion, or any other adhesion defect caused by defective manufacturing methods or paint material selection that would arise under normal use and service.</p> <p>A copy of the warranty certificate shall be submitted with the bid package (No Exception).</p>		
<p><u>ONE (1) YEAR MATERIAL AND WORKMANSHIP</u> The graphic lamination shall be provided with a one (1) year material and workmanship limited warranty. The warranty shall cover the graphic lamination as being free from defects in material, workmanship, fading, and deterioration that would arise under normal use and service.</p> <p>A copy of the warranty certificate shall be submitted with the bid package (No Exception).</p>		
<p><u>VEHICLE STABILITY CERTIFICATION</u> The fire apparatus manufacturer shall provide a certification stating the apparatus complies with NFPA 1901, current edition, section 4.13, Vehicle Stability. The certification shall be provided at the time of bid.</p>		

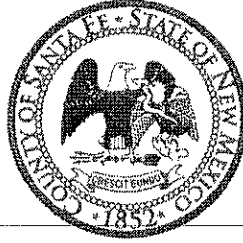
Specification	Bidder Complies	
	Yes	No
<p><u>ENGINE INSTALLATION CERTIFICATION</u> The fire apparatus manufacturer shall provide a certification, along with a letter from the engine manufacturer stating they approve of the engine installation in the bidder's chassis. The certification shall be provided at the time of bid.</p>		
<p><u>POWER STEERING CERTIFICATION</u> The fire apparatus manufacturer shall provide a certification stating the power steering system as installed meets the requirements of the component supplier. The certification shall be provided at the time of bid.</p>		
<p><u>CAB INTEGRITY CERTIFICATION</u> The fire apparatus manufacturer shall provide a cab integrity certification with this proposal. The certification shall state that a specimen representing the substantial structural configuration of the cab has been tested and certified by an independent third party test facility. Testing events shall be documented with photographs, real-time and high-speed video, vehicle accelerometers, cart accelerometers, and a laser speed trap. The fire apparatus manufacturer shall provide a state licensed professional engineer to witness and certify all testing events. Testing shall meet or exceed the requirements below:</p> <ul style="list-style-type: none"> - European Occupant Protection Standard ECE Regulation No.29. - SAE J2422 Cab Roof Strength Evaluation - Quasi-Static Loading Heavy Trucks. - SAE J2420 COE Frontal Strength Evaluation - Dynamic Loading Heavy Trucks. - Roof Crush <p>The cab shall be subjected to a roof crush force of 22,500 lb. This value meets the ECE 29 criteria, and is equivalent to the front axle rating up to a maximum of ten (10) metric tons.</p> <ul style="list-style-type: none"> - Side Impact <p>The same cab shall be subjected to dynamic preload where a 13,275-lb moving barrier is slammed into the side of the cab at 5.50 mph, striking with an impact of 13,000 ft-lb of force. This test is part of the SAE J2422 test procedure and more closely represents the forces a cab shall see in a rollover incident.</p> <ul style="list-style-type: none"> - Frontal Impact <p>The same cab shall withstand a frontal impact of 32,600 ft-lb of force using a moving barrier in accordance with SAE J2420.</p> <ul style="list-style-type: none"> - Additional Frontal Impact <p>The same cab shall withstand a frontal impact of 65,200 ft-lb of force using a moving barrier. (Twice the force required by SAE J2420)</p> <p>The same cab shall withstand all tests without any measurable intrusion into the survival space of the occupant area.</p>		

Specification	Bidder Complies	
	Yes	No
<p>There shall be no exception to any portion of the cab integrity certification. Nonconformance shall lead to immediate rejection of bid.</p> <p><u>WINDSHIELD WIPER DURABILITY CERTIFICATION</u> Visibility during inclement weather is essential to safe apparatus performance. Windshield wipers shall survive a 3 million cycle durability test in accordance with section 6.2 of SAE J198 <i>Windshield Wiper Systems - Trucks, Buses and Multipurpose Vehicles</i>. The bidder shall certify that the wiper system design has been tested and that the wiper system has met these criteria.</p> <p><u>AMP DRAW REPORT</u> The bidder shall provide, at the time of bid and delivery, an itemized print out of the expected amp draw of the entire vehicle's electrical system.</p> <p>The manufacturer of the apparatus shall provide the following:</p> <ol style="list-style-type: none"> 1) Documentation of the electrical system performance tests. 2) A written load analysis, which shall include the following: <ol style="list-style-type: none"> A) The nameplate rating of the alternator. B) The alternator rating under the conditions specified per: Applicable NFPA 1901 or 1906 (Current Edition). C) The minimum continuous load of each component that is specified per: Applicable NFPA 1901 or 1906 (Current Edition). D) Additional loads that, when added to the minimum continuous load, determine the total connected load. E) Each individual intermittent load. <p>All of the above listed items shall be provided by the bidder per the applicable NFPA 1901 or 1906 (Current Edition).</p>		

Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: March 26, 2013

TO: Board of County Commissioners

FROM: Bill Taylor, Procurement Manager *BT 3/13*

VIA: Adam Leigland, Public Works Director *AL 3/11/13*
Mark A. Hogan, Projects & Facilities Director *MA*
Ron Sandoval, Project Manager

RE: ***Request approval to award contract #2013-0219-PW/PL to Anissa Construction, Inc. for the Building Addition to the Vista Grande Public Library in the amount of \$734,000 exclusive of GRT***

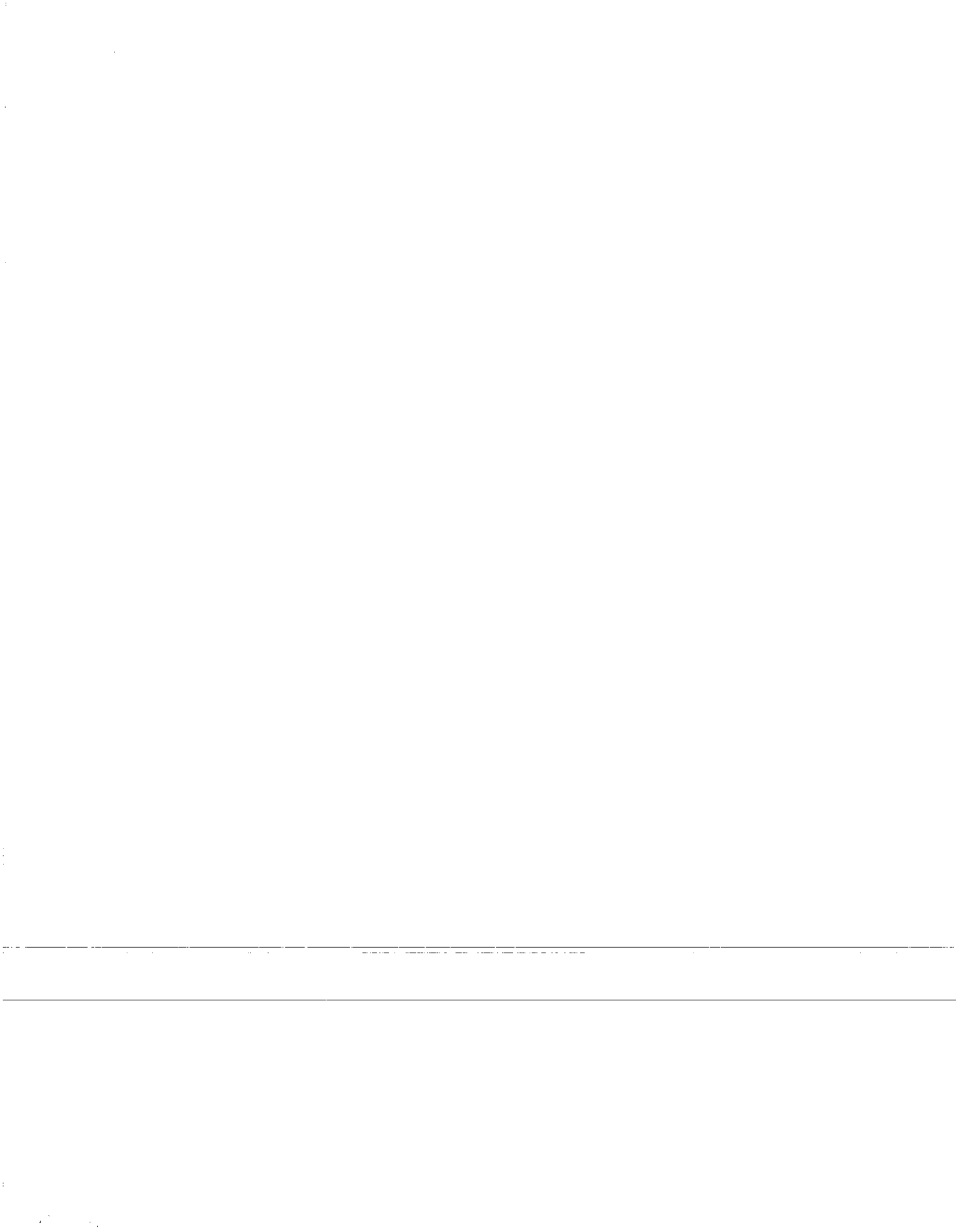
BACKGROUND

The Vista Grande Public Library located at 14 Avenida Torreon in Eldorado is a 3,285 sq/ft facility originally built in 2000 to provide library services to County residents in the Eldorado, Glorieta, Galisteo and surrounding areas.

The building addition will consists of approximately 4,000 sq/ft of planned space to include a meeting room, one unisex restroom, administrative office, data room and a processing work room. The balance of the planned space will be a used as a large universal library space that can accommodate a number of different library uses.

The Public Works Department and the Purchasing Division issued Invitation for Bid (IFB) #2013-0219-PW/PL on January 6, 2013. This solicitation was advertised in the Santa Fe New Mexican and the Albuquerque Journal and posted on the County's Website. Eighteen (18) firms attended the mandatory pre-bid conference and nine bids were received from the following construction companies:

Anissa Construction, Inc.
Barnsley Construction
DLM Contracting Enterprises
Longhorn Construction
Duke City Builders

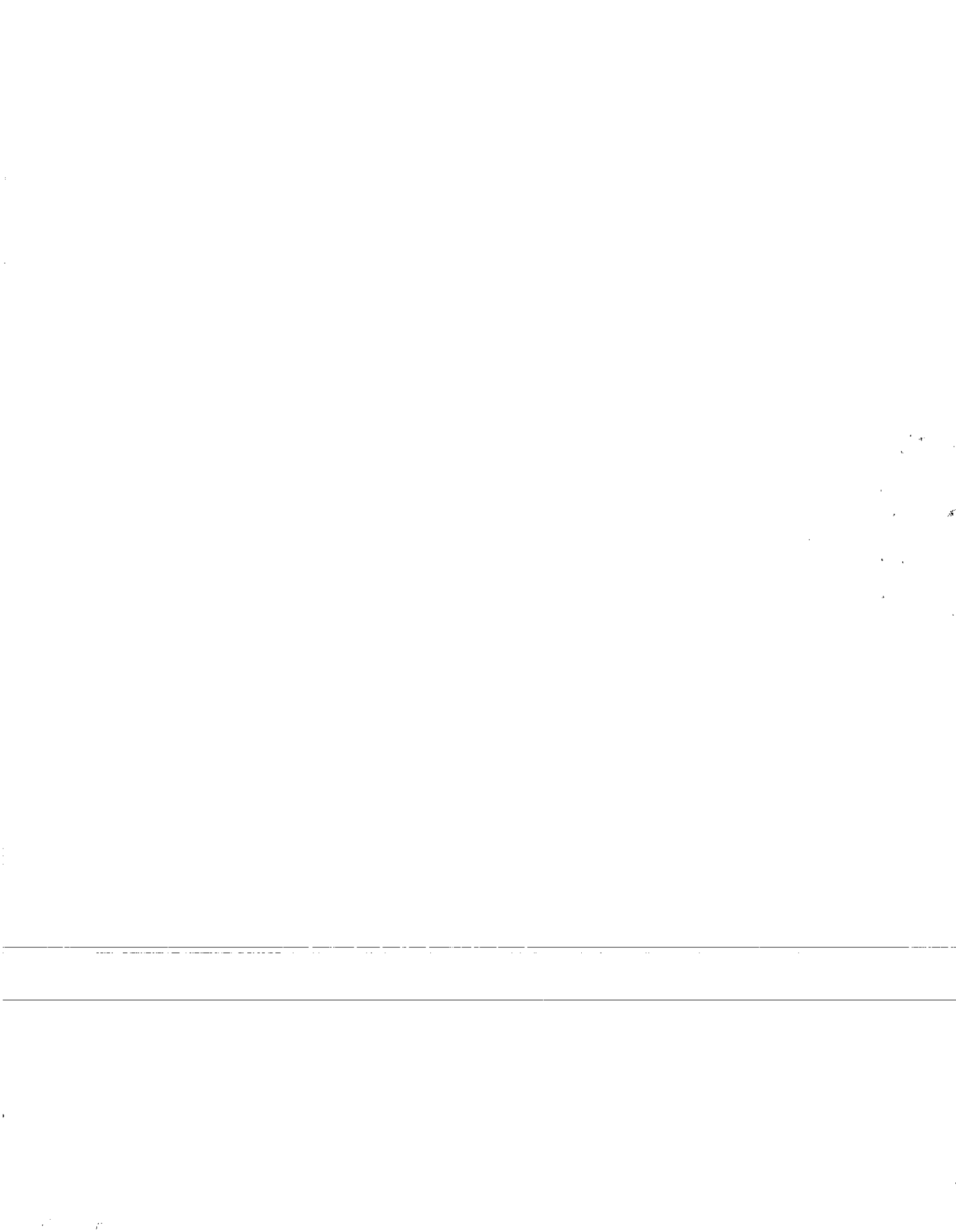


Weil Construction
Anchor Built
Vigil Contracting Services
Platinum Sky Construction

All bids were reviewed for responsiveness by the Purchasing staff and Anissa Construction, Inc. was the lowest, responsive bid received.

ACTION REQUESTED

The Public Works Department and the Purchasing Division requests authorization to enter into Contract #2013-0219-PW/PL with Anissa Construction, Inc. for the building addition to the Vista Grande Public Library in the amount of \$734,000 exclusive of GRT.



**Santa Fe County
Fiscal Impact Report**

Department: Public Works / Projects, Facilities and Open Space

Action Item for discussion: Vista Grande Library Addition / Construction Agreement

Agreement Number: #2013-0219-PW/PL

Indicate with An X below	Section 1 Identify the type of document below for BGC Consideration and Approval
	Revenue, e.g. Grant, charges and fees, etc.
X	Contractual Services (includes change orders), e.g. Professional services agreement, construction, price agreement, joint powers agreement, lease agreement, etc.
	Loan/Grant Agreement
	Other:

Indicate with An X below	Section 2 Funding Source Identify the item below for BGC consideration and Approval
	General Fund, e.g. Property taxes, gross receipt Taxes, etc.
	Special Revenue Funds, e.g. Fire, Indigent, etc.
X	Capital Outlay GRT, (capital infrastructure only, Does not include maintenance or repair costs)
	Bond Proceeds
	Grant Funds Match Y or N If yes, indicate the percentage and amount required % and/or \$, and source.
	Other:

Section 3 Ongoing operations and maintenance (O&M) requirements:

Short Term (specify needs for the current fiscal year only)

N/A

New FTE's	#	N / A	Position	Hourly Rate
Current Fiscal Year Cost \$				

Initial Costs (vehicle, computer, office space, etc.)

O & M (Concisely identify the recurring needs, supplies, equipment, and the resources necessary for carrying out the job duties)

N / A

Current Fiscal Year Cost \$

Annual Cost \$

Long Term Specify the needs for the next four (4) years. This will include staff, O & M, asset renewal and replacement costs, and additional capital needs.

N / A

Salary & Benefits:

All other expenses:

Additional Narrative (Should include additional information such as significant issues, administrative issues and technical issues. What consequences, if any, may occur if this item is not acted upon):

Based on best available information, the Vista Grande Library is not operated by the County so the construction of the addition should not have a short or long term impact. Additionally, any funds provided by the County to the Library for its operations are not based on space or square footage.



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 / ____ day of _____ in the year 2013 __
(In words, indicate day, month and year.)

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

Santa Fe County
102 Grant Avenue
Santa Fe, New Mexico 87504-0276

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

Anissa Construction
1232 Western Meadows Road, NW
Albuquerque, NM 87114

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

Construction of an addition to the Vista Grande Library, 14 Avenida Torreon, Santa Fe, New Mexico.

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

Ellis/Browning Architects, Ltd.
921 Paseo Del Sur
Santa Fe, New Mexico 87501

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

init.

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User Notes:

(1231500905)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date 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.

(Paragraph deleted)

Date of commencement will be the date indicated in the Notice to Proceed issued by the Owner.

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

N/A

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than two hundred and ten (210) weather working days from the date of commencement, or as follows:

Portion of Work
Substantial Completion Date

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

(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.)

Contractor and Owner agree that Owner will suffer financial loss if the work is not completed with the time stated in § 3.3 above. The Contractor and Owner agree that liquidated damages stated herein represent the Owner's probable damages and not a penalty. Liquidated damages in the amount of three hundred dollars (\$300.00) per working day shall be assessed for every working day, as may be adjusted by any Change Order, that expires after the date of substantial completion until a certificate of Substantial Completion is issued by the Owner.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Seven Hundred Thirty Four Thousand Dollars and No Cents (\$734,000.00, exclusive of NM GRT), subject to additions and deductions as provided in the Contract Documents.

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

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

N/A

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

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

Item	Price
------	-------

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 30th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 21st day after receipt of the certification from the Architect. 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 Owner receives a certification from the Architect.

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

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

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

§ 5.1.8 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.)

N/A

§ 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 10 days after the Owner's receipt of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(Paragraph deleted)

§ 6.2 BINDING DISPUTE RESOLUTION

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

(Paragraph deleted)

Arbitration pursuant to Section 15.4 of AIA Document A201–2007

Litigation in a court of competent jurisdiction

Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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

1.5 % per month

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

Ron Sandoval, Project Manager
901 West Alameda, Suite C
Santa Fe, NM 87505

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

Anissa Hogeland, President
Anissa Construction
1232 Western Meadows Road, NW
Albuquerque, NM 87114
(505) 898-1944

§ 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:

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Section	Title	Date	Pages
DIVISION 0	BIDDING AND CONTRACT REQUIREMENTS		
DIVISION 1	GENERAL REQUIREMENTS & SPECIAL INSTRUCTIONS	19	
DIVISION 2	SITE WORK	28	
DIVISION 3	CONCRETE	14	
DIVISION 5	METALS	25	
DIVISION 6	WOOD AND PLASTICS	9	
DIVISION 7	THERMAL AND MOISTURE PROTECTION	21	
DIVISION 8	DOORS AND WINDOWS	25	
DIVISION 9	FINISHES	45	
DIVISION 10	SPECIALTIES	6	
DIVISION 11	EQUIPMENT	3	
DIVISION 12	FURNISHINGS	8	

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

Document	Title	Date	Pages
Supplementary Conditions	Santa Fe County Supplementary Conditions to the General Conditions for the Contract for Construction		

§ 9.1.3 The Supplementary and other Conditions of the Contract.
 § 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.
 § 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

DIVISION 13	SPECIAL CONSTRUCTION	7
DIVISION 15	MECHANICAL	49
DIVISION 16	ELECTRICAL	15

§ 9.1.5 The Drawings:

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

See Architects Drawings titled "Vista Grande Library Addition" dated October 2012.

- T-1 Title Sheet
- C-1 Grading and Drainage Plan
- L-1 Site and Landscape Plan
- D-1 Demolition Plan
- A-1 Floor Plan & Elevations
- A-2 Reflected Ceiling Plan
- A-3 Wall Sections
- A-4 Wall Sections
- A-5 Wall Sections
- A-6 Roof Plan
- A-7 Schedules
- A-8 Wall Sections & Details
- S-001 Structural General Notes
- S-002 Typical Details
- S-003 Typical Details
- S-101 Foundation Plan
- S-102 Framing Plan
- S-501 Sections
- S-502 Sections
- SU-1 Site Utility Plan
- F-1000 Fire Protection Plan
- F-5000 Fire Rise Details
- M-0001 Mech. Notes & Legend
- M-1000 Mechanical HVAC Plan
- M-5000 Mechanical Details
- M-7000 Mechanical Schedules
- P-0001 Plumbing Legend Notes
- P-1000 Plumbing Plans
- P-1001 Waste and Vent Plans
- P-5000 Plumbing Details
- P-7000 Plumbing Schedules
- SU-E Electrical Site Plan
- E-1000 Power & Spec Sys Plan
- E-2000 Lighting Plan
- E-6000 Power Riser Diagram
- E-7000 Panel Schedules

Number	Title	Date
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§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum #1	January 22, 2013	2

Init.

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8

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
Performance Bond	100% of Contract Sum
Payment Bond	100% of Contract Sum

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.)

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.)

1. AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

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

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

SANTA FE COUNTY - OWNER

OWNER (Signature)

Kathleen S. Holian, Chair
Santa Fe Board of County Commissioners



CONTRACTOR (Signature)

Anissa Hogeland, President, Anissa Construction
(Printed name and title)


ATTEST:

Date _____
Geraldine Salazar
Santa Fe County Clerk

Approved as to form


Date 2/21/13
Stephen C. Ross
Santa Fe County Attorney

Finance Department


Date 3/8/13
Teresa C. Martinez, Director
(Row deleted)

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Construction of an addition to the Vista Grande Public Library, 14 Avenida Torreon, Santa Fe, New Mexico.

THE OWNER:

(Name, legal status and address)

Santa Fe County

102 Grant Avenue

Santa Fe, New Mexico 87504-0276

THE ARCHITECT:

(Name, legal status and address)

Ellis/ Browning Architects, Ltd

921 Paseo del Sur

Santa Fe, NM 87501

(505) 984-2344

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 OWNER

3 CONTRACTOR

4 ARCHITECT

5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7 CHANGES IN THE WORK

8 TIME

9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

Int. /

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INDEX

(Topics and numbers in bold are section headings.)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3

Access to Work

3.16, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.4.2, 13.7, 14.1, 15.2

Addenda

1.1.1, 3.11.1

Additional Costs, Claims for

3.7.4, 3.7.5, 6.1.1, 7.3.7.5, 10.3, 15.1.4

Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.5**

Additional Insured

11.1.4

Additional Time, Claims for

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

Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8, 7.3.8

All-risk Insurance

11.3.1, 11.3.1.1

Applications for Payment

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

Approvals

2.1.1, 2.2.2, 2.4, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10, 4.2.7, 9.3.2, 13.5.1

Arbitration

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

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

2.4.1, 3.12.7, 4.1, 4.2, 5.2, 6.3, 7.1.2, 7.3.7, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 15.2.1

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.3, 9.6.4, 15.1.3, 15.2

Architect's Additional Services and Expenses

2.4.1, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 4.2, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.4.1, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.5.2, 15.2, 15.3

Architect's Inspections

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

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.5.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.4.2, 13.5, 15.2

Architect's Relationship with Subcontractors

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

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

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

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1, 5.2.1, 11.4.1

Binding Dispute Resolution

9.7, 11.3.9, 11.3.10, 13.1.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.4.1

Boiler and Machinery Insurance

11.3.2

Bonds, Lien

7.3.7.4, 9.10.2, 9.10.3

Bonds, Performance, and Payment

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

Building Permit

3.7.1

Init.

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Capitalization	1.3	Certificate of Substantial Completion	9.8.3, 9.8.4, 9.8.5
		Certificates for Payment	4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7,
			9.10.1, 9.10.3, 14.1.3, 14.2.4, 15.1.3
		Certificates of Inspection, Testing or Approval	13.5.4
		Certificates of Insurance	9.10.2, 11.1.3
		Change Orders	1.1.1, 2.4.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11.1, 3.12.8, 4.2.8,
			5.2.3, 7.1.2, 7.1.3, 7.2, 7.3.2, 7.3.6, 7.3.9, 7.3.10, 8.3.1,
			9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9, 12.1.2,
		Change Orders, Definition of	7.2.1
		CHANGES IN THE WORK	2.2.1, 3.1.1, 4.2.8, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1,
			11.3.9
		Claims, Definition of	15.1.1
		CLAIMS AND DISPUTES	3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15, 15.4
			15.4.1
		Claims for Additional Cost	3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, 15.1.4
		Claims for Additional Time	3.2.4, 3.7.4, 6.1.1, 8.3.2, 10.3.2, 15.1.5
		Concealed or Unknown Conditions, Claims for	3.7.4
		Claims for Damages	3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1,
			11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6
		Claims Subject to Arbitration	15.3.1, 15.4.1
		Cleaning Up	3.15, 6.3
		Commencement of the Work, Conditions Relating to	2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3,
			6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.3.1, 11.3.6, 11.4.1,
		Commencement of the Work, Definition of	8.1.2
		Communications Facilitating Contract	Administration
			3.9.1, 4.2.4
		Completion, Conditions Relating to	3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1,
			9.10, 12.2, 13.7, 14.1.2
		COMPLETION, PAYMENTS AND	9
		Completion, Substantial	4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2,
			13.7
		CONTRACTOR	3
		Contractor, Definition of	3.1, 6.1.2
		Contract Time	3.7.4, 3.7.5, 3.10.2, 5.2.3, 7.2.1.3, 7.3.1, 7.3.5, 7.4,
			8.1.1, 8.2.1, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 14.3.2,
		Contract Time, Definition of	8.1.1
		CONTRACTOR	3
		Contract Sum	3.7.4, 3.8, 5.2.3, 7.2, 7.3, 7.4, 9.1, 9.4.2, 9.5.1.4, 9.6.7,
			9.7, 10.3.2, 11.3.1, 14.2.4, 14.3.2, 15.1.4, 15.2.5
		Contract Sum, Definition of	9.1
		Contract Documents, Definition of	1.1.1
		Contract Documents, Copies Furnished and Use of	1.5.2, 2.2.5, 5.3
		Contract Award and Execution, Conditions Relating to	3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1
		Contract Administration	3.1.3, 4, 9.4, 9.5
		CONTRACT, TERMINATION OR	5.4.1.1, 11.3.9, 14
		SUSPENSION OF THE	1.1.2
		Contract, Definition of	1.1.2
		CONTRACT, TERMINATION OR	1.1.2
		Continuing Contract Performance	15.1.3
		Contingent Assignment of Subcontracts	5.4, 14.2.2.2
		Construction Schedules, Contractor's	3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
		Construction Change Directives	1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, 7.3,
			9.3.1.1
		Construction Change Directive, Definition of	7.3.1
		SEPARATE CONTRACTORS	1.1.4, 6
		CONSTRUCTION BY OWNER OR BY	15.4.4
		Consolidation or Joinder	9.10.2, 9.10.3, 11.3.1, 13.2, 13.4.2, 15.4.4.2
		Consent, Written	3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1,
		Conditions of the Contract	1.1.1, 6.1.1, 6.1.4
		Concealed or Unknown Conditions	3.7.4, 4.2.8, 8.3.1, 10.3
		Compliance with Laws	1.6.1, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 10.2.2,
			11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14.1.1,
			14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Contractor's Construction Schedules

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Contractor's Employees

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

Contractor's Liability Insurance

11.1

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

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

Contractor's Relationship with Subcontractors

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

Contractor's Relationship with the Architect

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

Contractor's Representations

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

Contractor's Responsibility for Those Performing the Work

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

Contractor's Review of Contract Documents

3.2

Contractor's Right to Stop the Work

9.7

Contractor's Right to Terminate the Contract

14.1, 15.1.6

Contractor's Submittals

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

Contractor's Superintendent

3.9, 10.2.6

Contractor's Supervision and Construction

Procedures

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

Contractual Liability Insurance

11.1.1.8, 11.2

Coordination and Correlation

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

Copies Furnished of Drawings and Specifications

1.5, 2.2.5, 3.11

Copyrights

1.5, 3.17

Correction of Work

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

Correlation and Intent of the Contract Documents

1.2

Cost, Definition of

7.3.7

Costs

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

Cutting and Patching

3.14, 6.2.5

Damage to Construction of Owner or Separate Contractors

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

Damage to the Work

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

Damages, Claims for

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

Damages for Delay

6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2

Date of Commencement of the Work, Definition of 8.1.2

Date of Substantial Completion, Definition of 8.1.3

Day, Definition of 8.1.4

8.1.4

Decisions of the Architect

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

Decisions to Withhold Certification

9.4.1, 9.5, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance, Rejection and Correction of

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

Definitions

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

Delays and Extensions of Time

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

Disputes

6.3, 7.3.9, 15.1, 15.2

Documents and Samples at the Site

3.11

Drawings, Definition of

1.1.5

Drawings and Specifications, Use and Ownership of 3.11

Effective Date of Insurance

8.2.2, 11.1.2

Emergencies

10.4, 14.1.1.2, 15.1.4

Employees, Contractor's

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

Equipment, Labor, Materials or

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

Init.

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Execution and Progress of the Work 1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3

Extensions of Time 3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4.1, 14.3, 15.1.5, 15.2.5

Failure of Payment 9.5.1.3, 9.7, 9.10.2, 13.6, 14.1.3, 14.2.1.2

Faulty Work (See Defective or Nonconforming Work)

Final Completion and Final Payment 4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.3.1, 11.3.5, 12.3.1, 14.2.4, 14.4.3

Financial Arrangements, Owner's 2.2.1, 13.2.2, 14.1.4

Fire and Extended Coverage Insurance 11.3.1.1

GENERAL PROVISIONS

I 1

Governing Law 13.1

Guarantees (See Warranty)

Hazardous Materials 10.2.4, 10.3

Identification of Subcontractors and Suppliers 5.2.1

Indemnification 3.17, 3.18, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2, 11.3.7

Information and Services Required of the Owner 2.1.2, 2.2, 3.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 11.2, 11.4, 13.5.1, 13.5.2, 14.1.4, 14.1.4, 15.1.3

Initial Decision 15.2

Initial Decision Maker, Definition of 1.1.8

Initial Decision Maker, Decisions 14.2.2, 14.2.4, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Initial Decision Maker, Extent of Authority 14.2.2, 14.2.4, 15.1.3, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Injury or Damage to Person or Property 10.2.8, 10.4.1

Inspections 3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.5

Instructions to Bidders 1.1.1

Instructions to the Contractor 3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.5.2

Instruments of Service, Definition of 1.1.7

Insurance 3.18.1, 6.1.1, 7.3.7, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 11

Materials, Hazardous 10.2.4, 10.3

Material Suppliers 1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5

11.3.3

Loss of Use Insurance 11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15

11.3.3

Limitations of Time 2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3.1, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.3.1.5, 11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15

Limitations of Liability 2.3.1, 3.2.2, 3.5, 3.12.10, 3.17, 3.18.1, 4.2.6, 4.2.7, 4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3, 11.1.2, 11.2, 11.3.7, 12.2.5, 13.4.2

Limitations, Statutes of 2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8

Lenses 13.6.1, 14, 15.2.8, 15.4

Laws and Regulations 1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13.1, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1.1, 11.3, 13.1.1, 13.4, 13.5.1, 13.5.2, 13.6.1, 14, 15.2.8, 15.4

Labor Disputes 8.3.1

Labor and Materials, Equipment 1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Judgment on Final Award 15.4.2

Interpretations, Written 4.2.11, 4.2.12, 15.1.4

Interpretation 1.2.3, 1.4, 4.1.1, 5.1, 6.1.2, 15.1.1

Interest 13.6

Intent of the Contract Documents 1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4

Insurance Companies, Consent to Partial Occupancy 9.9.1

INSURANCE AND BONDS 11

Insurance, Property 10.2.5, 11.3

Insurance, Stored Materials 9.3.2

Insurance, Loss of Use 11.3.3

Insurance, Owner's Liability 11.2

Insurance, Contractor's Liability 11.1

Insurance, Effective Date of 8.2.2, 11.1.2

Insurance, Boiler and Machinery 11.3.2

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

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

Int.

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Performance Bond and Payment Bond 7.3.7.4, 9.6.7, 9.10.3, 11.4

Permits, Fees, Notices and Compliance with Laws 2.2.2, 3.7, 3.13, 7.3.7.4, 10.2.2

PERSONS AND PROPERTY, PROTECTION OF 10

Polychlorinated Biphenyl 10.3.1

Product Data, Definition of 3.12.2

Product Data and Samples, Shop Drawings 3.11, 3.12, 4.2.7

Progress and Completion 4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.3

Progress Payments 9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3

Project, Definition of 1.1.4

Project Representatives 4.2.10

Property Insurance 10.2.5, 11.3

PROTECTION OF PERSONS AND PROPERTY 10

Regulations and Laws 1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14, 15.2.8, 15.4

Rejection of Work 3.5, 4.2.6, 12.2.1

Releases and Waivers of Liens 9.10.2

Representations 3.2.1, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.8.2, 9.10.1

Representatives 2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1, 5.1.2, 13.2.1

Responsibility for Those Performing the Work 3.3.2, 3.18, 4.2.3, 5.3.1, 6.1.3, 6.2, 6.3, 9.5.1, 10

Retainage 9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3

Review of Contract Documents and Field Conditions by Contractor 3.2, 3.12.7, 6.1.3

Review of Contractor's Submittals by Owner and Architect 3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2

Review of Shop Drawings, Product Data and Samples by Contractor 3.12

Rights and Remedies 1.1.2, 2.3, 2.4, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4, 13.4, 14, 15.4

Royalties, Patents and Copyrights 3.17

Rules and Notices for Arbitration 15.4.1

Safety of Persons and Property 10.2, 10.4

Safety Precautions and Programs 3.3.1, 4.2.2, 4.2.7, 5.3.1, 10.1, 10.2, 10.4

Samples, Definition of 3.12.3

Samples, Shop Drawings, Product Data and 3.11, 3.12, 4.2.7

Samples at the Site, Documents and 3.11

Schedule of Values 9.2, 9.3.1

Schedules, Construction 3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Separate Contracts and Contractors 1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2

Shop Drawings, Definition of 3.12.1

Shop Drawings, Product Data and Samples 3.11, 3.12, 4.2.7

Site, Use of 3.13, 6.1.1, 6.2.1

Site Inspections 3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.4.2, 9.10.1, 13.5

Site Visits, Architect's 3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5

Special Inspections and Testing 4.2.6, 12.2.1, 13.5

Specifications, Definition of 1.1.6

Specifications 1.1.1, 1.1.6, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14

Statute of Limitations 13.7, 15.4.1.1

Stopping the Work 2.3, 9.7, 10.3, 14.1

Stored Materials 6.2.1, 9.3.2, 10.2.1.2, 10.2.4

Subcontractor, Definition of 5.1.1

SUBCONTRACTORS 5

Subcontractors, Work by 1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7

Subcontractual Relations 5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1

Submittals 3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3

Submittal Schedule 3.10.2, 3.12.5, 4.2.7

Subrogation, Waivers of 6.1.1, 11.3.7

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

Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4

Substitution of Architect
4.1.3

Substitutions of Materials
3.4.2, 3.5, 7.3.8

Sub-subcontractor, Definition of
5.1.2
Subsurface Conditions
3.7.4

Successors and Assigns
13.2

Superintendent
3.9, 10.2.6

Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3

Surety
5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7

Surety, Consent of
9.10.2, 9.10.3

Surveys
2.2.3

Suspension by the Owner for Convenience
14.3
Suspension of the Work
5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14

Taxes
3.6, 3.8.2.1, 7.3.7.4

Termination by the Contractor
14.1, 15.1.6

Termination by the Owner for Cause
5.4.1.1, 14.2, 15.1.6

Termination by the Owner for Convenience
14.4
Termination of the Architect
4.1.3
Termination of the Contractor
14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT
14

Tests and Inspections
3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 11.4.1.1, 12.2.1, 13.5

TIME
8

Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5

Time Limits
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 12.2, 13.5, 13.7, 14, 15.1.2, 15.4

Time Limits on Claims
3.7.4, 10.2.8, 13.7, 15.1.2

Title-to-Work
9.3.2, 9.3.3

Transmission of Data in Digital Form
1.6

UNCOVERING AND CORRECTION OF WORK
12

Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 7.3.4
Use of Documents
1.1.1, 1.5, 2.2.5, 3.12.6, 5.3

Use of Site
3.13, 6.1.1, 6.2.1

Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.4.2
Waiver of Claims by the Contractor
9.10.5, 13.4.2, 15.1.6
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6
Waiver of Consequential Damages
14.2.4, 15.1.6
Waiver of Liens
9.10.2, 9.10.4

Waivers of Subrogation
6.1.1, 11.3.7

Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7

Weather Delays
15.1.5.2

Work, Definition of
1.1.3
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12
Written Notice
2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 12.2.2, 12.2.4, 13.3, 14, 15.4.1
Written Orders
1.1.1, 2.3, 3.9, 7, 8.2.2, 12.1, 12.2, 13.5.2, 14.3.1, 15.1.2

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

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

§ 1.1.2 THE CONTRACT

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

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

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

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 INSTRUMENTS OF SERVICE

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

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

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

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

§ 1.3 CAPITALIZATION

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

§ 1.4 INTERPRETATION

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

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

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

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

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

ARTICLE 2 OWNER

§ 2.1 GENERAL

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

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

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

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

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

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

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

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

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

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

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

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

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

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

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

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

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

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

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

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

§ 3.4 LABOR AND MATERIALS

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

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§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.1.2.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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

§ 3.5 WARRANTY

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

§ 3.6 TAXES

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

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

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

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

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

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

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

§ 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 SUPERINTENDENT

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

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

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

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

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

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

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

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

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

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

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

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

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

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

§ 3.13 USE OF SITE

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

§ 3.14 CUTTING AND PATCHING

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

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

§ 3.15 CLEANING UP

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

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

§ 3.16 ACCESS TO WORK

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

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

§ 3.18 INDEMNIFICATION

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

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

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

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

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

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

§ 4.2 ADMINISTRATION OF THE CONTRACT

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

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

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

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

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

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 1.3.5.2 and 1.3.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor. Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

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

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

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

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

§ 5.3 SUBCONTRACTUAL RELATIONS

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

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

2. assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 MUTUAL RESPONSIBILITY

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

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

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

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

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

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ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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

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

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

§ 7.2 CHANGE ORDERS

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

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

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

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

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

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

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

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

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

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

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

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

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

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

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

§ 7.4 MINOR CHANGES IN THE WORK

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

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

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

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

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

§ 8.2 PROGRESS AND COMPLETION

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

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

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

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

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

§ 9.3 APPLICATIONS FOR PAYMENT

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

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

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

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

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

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

§ 9.4 CERTIFICATES FOR PAYMENT

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

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

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

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

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

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

§ 9.6 PROGRESS PAYMENTS

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

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

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

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

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

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

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

§ 9.7 FAILURE OF PAYMENT

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

§ 9.8 SUBSTANTIAL COMPLETION

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

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

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

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

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

§ 9.9 PARTIAL OCCUPANCY OR USE

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

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

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

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

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

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

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from liens, Claims, security interests or encumbrances arising out of the Contract and unsettled; failure of the Work to comply with the requirements of the Contract Documents; or terms of special warranties required by the Contract Documents.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
1. employees on the Work and other persons who may be affected thereby;
2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors; and
3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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

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

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

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

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

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

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

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

§ 10.3 HAZARDOUS MATERIALS

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

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

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

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

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

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

§ 10.4 EMERGENCIES

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

ARTICLE 11 INSURANCE AND BONDS
§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

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

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

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

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

§ 11.2 OWNERS' LIABILITY INSURANCE

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

§ 11.3 PROPERTY INSURANCE

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

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

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

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

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

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

§ 11.3.2 BOILER AND MACHINERY INSURANCE

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

§ 11.3.3 LOSS OF USE INSURANCE

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

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

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

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

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

§ 11.3.7 WAIVERS OF SUBROGATION

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

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

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

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

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

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

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

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

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

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

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

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

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

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

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

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

§ 13.2 SUCCESSORS AND ASSIGNS

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

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

§ 13.3 WRITTEN NOTICE

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

§ 13.4 RIGHTS AND REMEDIES

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

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

§ 13.5 TESTS AND INSPECTIONS

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

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

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

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

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

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

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

§ 13.6 INTEREST

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

§ 13.7 TIME LIMITS ON CLAIMS

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

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

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

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

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

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

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

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

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

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

- 1. that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
 - 2. that an equitable adjustment is made or denied under another provision of the Contract.
- No adjustment shall be made to the extent

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

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

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

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

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

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

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

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

§ 15.1.2 NOTICE OF CLAIMS

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

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

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

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

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

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

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

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

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

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

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

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

§ 15.2 INITIAL DECISION

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

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

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

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

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

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

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

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

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

§ 15.3 MEDIATION

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

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

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

§ 15.4 ARBITRATION

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

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

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

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

§ 15.4.4 CONSOLIDATION OR JOINDER

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

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

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

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

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

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

(1) With respect to matters pertaining to contract management and administration procedures including pay applications and change orders, the provisions of Contract 2013-0219-PW/PL, General Conditions of the Contract for Construction and these Supplementary Conditions of Construction Contract shall govern. In conflicts or discrepancies between these documents, the most restrictive, specific and otherwise most beneficial to the County shall take precedence.

(2) With respect to matters pertaining to specifications for construction of the Work, including technical requirements and specifications of construction, quality of materials, construction standards and testing the Architect's Specifications (the Project Manual) and Drawings shall govern.

Section 7.2 is supplemented by inserting the following as 7.2.2:

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

Section 7.3.7 is supplemented by inserting the following as 7.3.7.6:

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

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

Section 8.1.4 is deleted in its entirety and replaced with:

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

Section 8.3.1 the words “and arbitration” are deleted.

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

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

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

§ 9.7 FAILURE OF PAYMENT

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

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

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

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

C. proof of completion.

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

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

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

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

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

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

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

- i. \$1,050,000 Each Occurrence
- ii. \$2,100,000 General Aggregate
- iii. \$2,100,000 Personal and Advertising Injury
- iv. \$2,100,000 Products-Completed Operations Aggregate. Products Completed Operations insurance shall be maintained for a minimum period of at least one year after final payment.

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

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

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

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

the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

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

§ 11.2 OWNER'S LIABILITY AND PROPERTY INSURANCE

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

§ 11.3 through § 11.3.1.4 are deleted in their entirety.

§ 11.3.2 is deleted in its entirety.

§ 11.3.7 is deleted in its entirety and replaced with:

§ 11.3.7 WAIVER OF SUBROGATION

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

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

Section 13.1 is deleted in its entirety and replaced with:

§ 13.1 GOVERNING LAW

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

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

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

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

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

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

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

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

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

§ 15.3 DISPUTE RESOLUTION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the

Contract except those waived shall be subject to mediation in conformity with the New Mexico Public Works Mediation Act, 13-4C-1 NMSA 1978, as a condition precedent to binding dispute resolution and before any Claim submitted to the Initial Decision Maker under Section 15.2.5

becomes final and binding. Either party may request mediation and the request shall be submitted in writing to the other party.

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

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