EXHIBIT A INDEX TO TECHNICAL SPECIFICATIONS

(Attach list of Technical Specifications.)

DOCUMENT FOLLOWS



Invitation to Bid No. _____ APS Contract No. _____

<u>EXHIBIT B</u> LIST OF DRAWINGS

(Attach List of Drawings)

DOCUMENT FOLLOWS



EXHIBIT C ESTIMATED MONTHLY DRAW-DOWN SCHEDULE

(Attach Contractor's Estimated Monthly Draw-down Schedule)

DOCUMENT FOLLOWS



Invitation to Bid No. _____ APS Contract No. _____

EXHIBIT D-1

MODIFICATION/CHANGE REQUEST

PROJECT NAME: Contract Architect:			PROJECT NUMBER:			
			General Contractor:			
Contract Architect's Consultant:						
MC/R LOG NUMI	3ER:			CL	JRRENT D	ATE:
REQUESTED BY	OWNER OTHER	USER	CONTRACTOR	DESIGN PROFFES	IONAL	INITIAL
NAME/ORGANIZATION:						
DESCRIPTION OF CHANGE		ATTACHMENT(S	S) YES	NO		

The Contract Time is proposed to be increased/decreased/unchanged by _____ days. Otherwise, parties agree by checking here ; that at the time of consideration of this MCR, there is no agreement on adjustment of the Contract Time. The Contractor, without prejudice and without waiving any rights to such claim for adjustment to Contract Time in relation to these MCR(s), agrees to postpone claim in accordance with Paragraph 7.3 of the General Conditions.



Construction Agreement and General Conditions Exhibit D-1 (Revised 07/06/2010) Form APS 2008-CGC

Invitation to Bid No.	
APS Contract No.	

OWNER REVIEW OF CONTENT AND/OR FEASIBILITY

DO NOT PROCEED

PROCEED WITH ESTIMATE OF COSTS ONLY (within 10 calendar days of receipt of this MCR)! PROCEED WITH WORK, ESTIMATES OF COSTS TO FOLLOW (estimate within 10 days of receipt of this MCR)!

Authorized APS Representative			Date	
A/E-ESTIMATED COST OF REQ	UIRED DESIGN WO	RK: (estimated	within 5 days; Include b	reakdown of costs)
	\$	Initial		
			Project DP	Date
PROCEED WITH DESIGN: (Forv	vard proposed cost	s of work to OV	VNER for approval, inclu	de GRT)
APPROVED AMOUNT	\$	Initial	For APS:	
				Date
CONTRACTORS PROPOSED CO)ST: (Include backuj	p, include GRT)		
MCR Cost	\$			
NMGRT @%	\$			
APPROVED AMOUNT	\$	Initial	For APS:	
				Date
MUST BE COMPLETED TO FIN	ALIZE:			
PROCEED WITH MODIFIC	CATION OF WORK	AND TO CON	TRACT SUM (INCLUDE I	N CHANGE ORDER)
				,

REJECTED BUT REPLACED BY MCR# REJECTED – STOP ALL ACTION ON THIS REQUEST



....

Invitation to Bid No. _____ APS Contract No. _____

EXHIBIT D-2 CHANGE ORDER

Albuquerque Public Schools
PROJECT:______

DATE:_____

CHANGE ORDER NO:_____

CONTRACTOR:

NOT VALID UNTIL SIGNED BY ALBUQUERQUE PUBLIC SCHOOLS. Signature of the Contractor indicates agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The Original Contract Sum was	.\$
Net change by previously authorized Change Orders	
The Contract Sum prior to this Change Order was	
The Contract Sum will be increased/decreased/unchanged	
by this Change Order in the amount of	.\$
The new Contract Sum including this Change Order will be	.\$

The Contract Time will be increased/decreased/unchanged by days The date of Substantial Completion as of the date of this Change Order therefore is

Otherwise, Parties agree by checking here \Box : that at the time of this Change Order, there is no agreement on adjustment to the Contract Time related to MCR(s) . The Contractor, without prejudice and without waiving any rights to such claim for adjustment to Contract Time in relation these MCR(s), agrees to postpone claim in accordance with Paragraph 7.3 of the General Conditions.

This CHANGE ORDER encompasses the following:

MCR #	SHORT DESC	RIPTION	DISTRICT AMOUNT
SUBTOTAL			
NMGRT	INDICATE TAX RATE AS A %:		
		TOTAL	

By: Karen Alarid, Director APS FDC ALBUQUERQUE PUBLIC SCHOOLS	By:	By:
Date:	Date:	Date:





EXHIBIT E CERTIFICATE OF SUBSTANTIAL COMPLETION

CONTRACT DATED:

PROJECT NAME:

WORK SUBSTANTIALY COMPLETE:

SUBSTANTIAL COMPLETION is defined, in accordance with Article 9 of the General Conditions, as the date certified by the Design Professional when all the Work, or portion of the Work, is complete except for minor items so that the Owner can completely occupy or fully utilize the Work for it's intended use.

The Design Professional also certifies that Contractor's Punch List of items to be completed or corrected prior to Final Completion, to the best of the Design Professional's knowledge, information and belief, is accurate and includes as a subset, the Punch List of Close-Out Work, in accordance with Subparagraph 9.10.2 of the General Conditions, as well as, a schedule, in accordance with Subparagraph 9.10.2 of the General Conditions, clearly stating when all Work will be complete and when Final Completion will occur in accordance with the General Conditions. The Design Professional and the Contractor certify that the Contractor has attached any agreed upon modifications or exceptions to Warranties stated in the Contract Documents.

The DESIGN PROFESSIONAL therefore has determined that the Date of Substantial Completion for that Work defined above was $___$, $20_$.

DESIGN PROFESSIONAL:

By:

Date:

The CONTRACTOR certifies that the above is true and in agreement and to be responsible for any Liquidated Damages due related to Substantial Completion date in accordance with the Contract Documents. The amount due for Liquidated Damages is (say in words) \$_____.

CONTRACTOR:

By:

Date:

The OWNER hereby accepts the above defined Work as being Substantially Complete on said date.

By:	Distribution to:
Karen Alarid, Director, APS FDC	District Representative
DISTRICT REPRESENTIVE	Design Professional of Record
ALBUQUERQUE PUBLIC SCHOOLS	APS Procurement
Date:	Other



Construction Agreement and General Conditions Exhibit E Form APS 2008-CGC

<u>EXHIBIT F</u> **CERTIFICATE OF FINAL COMPLETION**

CONTRACT DATED:

PROJECT NAME:

SUBSTANTIAL COMPLETION DATE:

FINAL COMPLETION is defined, in accordance with Article 9 of the General Conditions, as the date certified by the Design Professional when all the Work of the Project is fully complete, the Close-Out requirements of Paragraph 9.10 of the General Conditions have been completed, including the Close-Out Meeting and approval of Close-Out by the Design Professional, in accordance with Subparagraph 9.10.2, and the Contract fully performed in accordance with the Contract Documents, and the Contractor entitled to final payment.

The DESIGN PROFESSIONAL has inspected the Work and has determined that the Date of Final Completion was

_____, 20____.

DESIGN PROFESSIONAL:

By:

ONE YEAR INSPECTION: Approximately thirty days prior to

the one-year anniversary of the Date of Substantial Completion, the Design Professional, the Owner, and the Contractor shall conduct an inspection of the Project to determine any correction of the Work which may be required at that time.

The CONTRACTOR certifies that the Work is fully completed and was completed on or before , and submits herewith:

> Application for Final Payment (AIA G702, or equal) Affidavit of Payments (AIA G706, or equal) Consent of Surety (AIA G707, or equal) Release of Liens (AIA G706A, or equal)

CONTRACTOR:

By:

Date:

The OWNER hereby accepts the Work as fully complete and will make final payment.

Distribution to: By: District Purchasing Agent Karen Alarid, Director, APS FDC Design Professional DISTRICT REPRESENTIVE APS Procurement ALBUQUERQUE PUBLIC SCHOOLS Other Date:



Construction Agreement and General Conditions Exhibit E Form APS 2008-CGC

....

Date:

EXHIBIT G – APS PROJECT MANAGEMENT SYSTEM

ELECTRONIC DATA REQUIREMENTS

General Requirements:

- a. The Contractor shall provide at a minimum, the following to its staff:
 - i. **Computer:** Minimum Intel Pentium® 4 Processor 2.4 GHz or equivalent processor with 512 MB of RAM; recommended Centrino Duo® Processors 1.6 GHz or equivalent with 2GB or RAM, or higher.
 - ii. Computer Operating System: Windows XP, Windows Vista, or Windows 7
 - iii. Web Browser: Microsoft Internet Explorer 9
 - iv. Work and Spreadsheet Processors: Microsoft Office Word, Excel and Outlook
 - v. Scheduling Software: Microsoft Project or Primavera
 - vi. Internet Service Provider: A reliable ISP in the area of the Project
 - vii. **Connection Speed/Minimum Bandwidth:** DSL, ADSL, or T1 Line for transferring a minimum of 3Mbps Downstream and 512 Kbps Upstream
 - viii. Have or install a scanner minimum 800 x 600 pixels, and a digital camera minimum resolution of one (1) megapixel.
- b. Contractor shall provide its management personnel assigned to this Project with access to personal computers and the Internet on a daily basis.

Project Web Requirements:

- a. This project will utilize a web based project management tool called e-Builder Enterprise[™]. This web based application is a collaboration tool, which will allow project team members continuous access through the Internet to important project data as well as up to the minute decision and approval status information.
- b. Contractor shall have the responsibility for visiting the Project web site on a daily basis, and as necessary to be kept fully appraised of the Project developments, for correspondence, assigned tasks and other matters that transpire on the site. These may include but are not limited to: Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, Owner Variation Directives, Potential Variation Orders, Variation Orders, and the like. All supporting data including but not limited to shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, safety MSDS sheets, Substitution Requests and the like will be submitted in digital format via e-Builder EnterpriseTM.

Electronic File Requirements:

a. In addition to the standard closeout submittal requirements detailed elsewhere in the Contract Documents, the Contractor shall also submit all closeout documents including "As-Built Drawings", catalog cuts and Owner's Operation and Maintenance manuals in digital format. All documents (including as-built drawings) shall be converted or scanned into the Adobe Acrobat (.pdf) file format and uploaded to e-Builder Enterprise[™].

e-Builder Enterprise[™] User Licenses:

The Contractor is required to purchase and maintain for the life of the project at least one annual e-Builder Enterprise[™] user license as part of basic services. e-Builder Inc. will facilitate user license acquisition.