SPECIFICATIONS AND PROJECT MANUAL

ITB#: 2016-006-FAC

PROJECT#: 083000-16-002

FURNISHING OF ALL LABOR AND MATERIALS FOR THE

DISTRICT OFFICE RENOVATIONS

PHASE THREE

AND

RELATED WORK

RIO RANCHO PUBLIC SCHOOLS
500 LASER RD. NE
RIO RANCHO, NM 87124

Architect’s Project Number: 259 (Q)

CONSTRUCTION DOCUMENTS PHASE

John Barton Architects, LLC
1925 Aspen Drive, #200-B, PO Box 32870, Santa Fe, NM 87594

M & E Mechanical & Electrical Engineering, Inc.

June 3, 2016
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INVITATION TO BID  
CONSTRUCTION CONTRACT

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<thead>
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<tr>
<td><strong>DATE:</strong> June 30, 2016; <strong>TIME:</strong> 2:00 PM</td>
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<td>RIO RANCHO PUBLIC SCHOOLS</td>
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<th>OWNER:</th>
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<tr>
<td>RIO RANCHO PUBLIC SCHOOLS</td>
</tr>
<tr>
<td>500 Laser Road NE</td>
</tr>
<tr>
<td>Rio Rancho NM 87124</td>
</tr>
<tr>
<td>(505) (896-0667)</td>
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June 12, 2016

<table>
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<tr>
<td>Tom Weeks, Chief Procurement Officer</td>
</tr>
<tr>
<td>(505) 962-1143</td>
</tr>
<tr>
<td>Kathy Hayes, Purchasing Agent</td>
</tr>
<tr>
<td>(505) 962-1137</td>
</tr>
</tbody>
</table>

| IMPORTANT: BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE WITH THE BID NUMBER AND OPENING DATE CLEARLY INDICATED ON THE BOTTOM LEFT HAND SIDE OF THE FRONT OF THE ENVELOPE. |

SEAL BIDS WILL BE RECEIVED AT THE ABOVE SPECIFIED DATE, LOCAL TIME AND ADDRESS THEN PUBLICLY OPENED AT THE ABOVE SPECIFIED ADDRESS AND READ ALOUD. BIDS NOT RECEIVED BY THE ABOVE SPECIFIED DATE, LOCAL TIME AND AT THE LISTED ADDRESS PRIOR TO BID TIME, WILL NOT BE OPENED OR CONSIDERED. DELIVERY IS SOLELY THE RESPONSIBILITY OF THE BIDDER.

THIS BID IS SUBJECT TO THE REQUIREMENTS OF THE BIDDING DOCUMENTS AS DEFINED IN THE "INSTRUCTIONS TO BIDDERS," SECTION 00100.

THE BID PROPOSAL FORM MUST BE ACCOMPANIED BY A SURETY BOND, SUBCONTRACTOR LISTING FORM, AND DOCUMENTS SPECIFIED IN THE "INSTRUCTIONS TO BIDDERS."

This mailing contains three pages
INVITATION TO BID page 2

Bids shall be presented in the form of a total Base Bid proposal, under a Lump Sum Contract, plus any additive or deductive alternates, that are selected by the Owner. A bid must be submitted on all bid items and alternates; segregated bids will not be accepted. Plans and specifications are available from the RRPS website @ https://www.rrps.net>District>Purchasing.

Bidders may also purchase a CD, with the Bid Documents, from Albuquerque Reprographics, Inc., (ARI), at their cost.

NOTE: Base Bid price shall not include state gross receipts or local options taxes. Taxes will be included in the Contracted Amount at prevailing rates as a separate item to be paid by Owner.

In submitting this bid, each Bidder must satisfy all terms and conditions of the Bidding Documents. All work covered by this Invitation to Bid shall be in accordance with applicable state laws and, if bid amount is $60,000 or more, is subject to the minimum wage rate determination issued by the office of the Labor Commissioner for this project. If the bid amount of the contractor or any subcontractor exceeds $50,000, the contractor and/or subcontractor must comply with the registration requirements pursuant to the Public Works Minimum Wage Act.
INVITATION TO BID page 3

Bid Security in the form of a surety bond, executed by a surety company authorized to do business in the State of New Mexico, in the amount of 5% of the total bid, or the equivalent in cash, by means of a cashier's check, or in a form satisfactory to the Owner, must accompany each bid in accordance with the Instructions to Bidders.

A 100% Performance Bond and a 100% Payment and Materials Bond, executed by a surety company authorized to do business in the State of New Mexico, shall be required from the successful Bidder prior to award of contract.

A completed Subcontractor Listing Form must accompany each bid.

Each subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor’s contract (to the Contractor) for work to be performed on a project is fifty thousand dollars ($50,000) or more. Failure of a Subcontractor to provide required bond shall not subject the Owner to any increase in cost due to approved substitution of Subcontractor.

The Bidding Documents contain a time for completion of the work and further impose liquidated damages for failure to complete the work within that time period.

No Bidder may withdraw his bid for 45 days after the actual date of the opening thereof.

The Owner intends to award this Project to the lowest responsive and responsible Bidder. The Owner reserves the right to reject any and all bids, to waive technical irregularities, and to award the contract to the Bidder whose bid it deems to be in the best interest of the Owner.

Attention of the Bidder is particularly directed to the current requirements as to Resident and Resident Veteran Contractor's Preference per Section 13-4-2 NMSA 1978. The provisions of Sections 13-4-1 through 13-4-4 NMSA 1978 are not applicable to projects receiving Federal aid or when the expenditure of Federal funds designated for a specific contract is involved.

Requests for approval of substitutions for “or equal” material or equipment, if allowed by the contract documents, must include a detailed itemized comparison of the proposed substitution, with the specified product, and be submitted at least 10 days prior to the bid date, in accordance with Paragraph 3.3 of the Instructions to Bidders.

A Non-Mandatory pre-bid meeting is scheduled, prior to the bid date, at:

LOCATION:

RIO RANCHO PUBLIC SCHOOLS
500 LASER ROAD, NE
RIO RANCHO, NM 87124

DATE: Friday, June 17, 2016; TIME: 10:00 AM

END OF INVITATION TO BID
INSTRUCTIONS TO BIDDERS
Section 00 2113

1.0 DEFINITIONS AND TERMS
1.1 Terms used in these Bidding Documents which are defined in the Instructions to Bidders and in the Conditions of the Contract for Construction (General, Supplementary, and Other Conditions) have the meanings assigned to them in those documents.

A. ADDENDUM: A written or graphic instrument issued prior to the opening of Bids which clarifies, corrects, or changes the Bidding Documents or Contract Documents. Plural: addenda.
B. ALTERNATE BID: If requested by the Bidding Documents, the amount to be added to the Base Bid if the corresponding change in the project scope, materials, and/or methods of construction is awarded by the Owner.
C. BASE BID: Amount stated in the Bid as the sum for which the Bidder offers to perform the work, excluding alternate Bids.
D. BID: The offer of the bidder submitted on the prescribed form setting forth the prices for the work to be performed in conformance with the Bidding Documents.
E. BID LOT: A major item of work for which a separate quotation or proposal is requested.
F. BIDDER: One who submits a Bid directly to the Owner, as distinct from a subcontractor who submits a bid to a contractor.
G. BIDDING DOCUMENTS: The Bidding Requirements and the Contract Documents.
H. BID FORM: A form which includes a specific space in which the bid price shall be inserted and which the Bidder shall sign and submit along with all other necessary submissions. A Bidder may submit a reasonable facsimile of the Bid Form. Bids received by facsimile or in electronic format will not be accepted.
I. BIDDING REQUIREMENTS: Notice of Invitation to Bid, Prebid Information, Instructions to Bidders, Information Available for Bidders, the Bid Form, Supplements to the Bid Form, and portions of Addenda relating to any of these.
J. DAY: Day shall mean calendar day unless defined otherwise.
K. INVITATION FOR BID: All documents including those attached or incorporated by reference or utilized for soliciting sealed bids.
L. RESPONSIBLE BIDDER: A Bidder who is properly licensed in accordance with the Construction Industries Licensing Act and submits a Responsive Bid and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of the services, construction, or items of tangible personal property described in the Invitation for Bid.
M. RESPONSIVE BID: A bid which conforms in all material respects to the requirements set forth in the Invitation for Bid.
N. SUCCESSFUL BIDDER: The lowest Responsible Bidder to whom the Owner, on the basis of the Owner's evaluation, makes an award. A Successful Bidder does not become the contractor until an agreement with the Owner is signed.

2.0 EXAMINATION OF BIDDING DOCUMENTS AND SITE
2.1 Before submitting a Bid, each Bidder must, in accordance with the General Conditions with special attention to Article’s 1 and 3.:
   A. Examine the Bidding Documents thoroughly;
   B. Visit the site to familiarize himself with local conditions that may in any manner affects cost, progress, or performance;
   C. Familiarize himself with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the Work; and
   D. Study and carefully correlate the Bidder's observations with the Bidding Documents.
2.2 On request, the Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid.

2.3 The lands upon which the Work is to be performed, rights-of-way for access thereto, and other lands designated for use by the Contractor in performing the work are identified in the Bidding Documents.

2.4 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Section and that the Bidding Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.0 BIDDING DOCUMENTS
3.1 COPIES OF BIDDING DOCUMENTS
3.1.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Invitation may be obtained from the Design Professional (unless another issuing office is designated in the Invitation for Bid). The deposit will be refunded to Bidders who submit a bona-fide bid and return the bidding Documents in good and complete condition within fifteen (15) calendar days after opening of Bids.

3.1.2 Complete sets of Bidding Documents shall be used in preparing bids; neither the Owner nor the Design Professional assumes responsibility for errors or misinterpretations resulting from the use of incomplete or partial Bidding Documents.

3.1.3 The Owner and Design Professional, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3.2 INTERPRETATIONS
3.2.1 All questions about the meaning or intent of the Bidding Documents shall be submitted to the RRPS Chief Procurement Officer in writing. Replies will be issued by Addenda and mailed or delivered to all parties recorded by the RRPS Chief Procurement Officer as having received the Bidding Documents. Questions received less than seven (7) days prior to the date for opening of Bids will not be received and accepted. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

3.2.2 Bidders and Subcontractors shall promptly notify the RRPS Chief Procurement Officer of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.

3.3 SUBSTITUTE MATERIAL AND EQUIPMENT
The contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by the contractor if acceptable to the Design Professional, application for such acceptance will not be considered by the Owner and Design Professional unless submitted with a detailed itemized comparison of the proposed substitution against the specified product at least ten (10) days prior to the date for opening Bids. Any product with a 5 (five) year or greater extended warranty must be submitted no less than forty-five (45) days prior to the opening of Bids, along with the same itemized comparison, to be considered by the Owner and Design Professional. Any allowance of substitutions will be published to all prospective Bidders via addendum. The procedure for submittal of any such application by the Contractor and consideration by the Owner and Design Professional is set forth in the Contract Documents.

3.4 ADDENDA
3.4.1 Addenda will be mailed or delivered to all who are known by the chief Procurement Officer to have received a complete set of Bidding Documents.

3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

3.4.3 Addenda will be issued no later than four (4) days prior to the date for receipt of Bids, except an addendum withdrawing the request for bids or one which includes postponement of the date for receipt of Bids.

4.0 BIDDING PROCEDURES

4.1 FORM AND STYLE OF BIDS

4.1.1 Bids shall be submitted on forms identical to the form included with the Bidding Documents.

4.1.2 All blanks on the Bid Form shall be filled in by typewriter or manually in ink.

4.1.3 Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and, in case of discrepancy between the two, the amount written in words shall govern.

4.1.4 Any interlineation, alteration, or erasure must be initialed by the signer of the bid.

4.1.5 All requested Additive Alternate Bids shall be bid. If no change in the Base Bid is required, enter "No Change." Deductive Alternates shall not be used.

4.1.6 Where there are two or more major items of work (identified as "Bid Lots") for which separate quotations are requested, the Bidder may, at his discretion, submit quotations for any or all items, unless otherwise specified. Additionally, the Bidder may submit a lump sum price for all lots for which the Bidder has submitted separate quotations.

4.1.7 Each copy of the bid shall include the complete name of the Bidder and a statement that the Bidder is a sole proprietor, a partnership, a corporation, or some other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the State of incorporation and have the applicable New Mexico Certificate of Incorporation number or Certificate of Authority number. The Bid shall include the current contractor's license number and type, Department of Workforce Solutions Minimum Wage Act registration number (DWS#), and the current Contractor's preference number. A bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder.

4.1.8 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

4.1.9 The address to which communications regarding the Bid are to be directed must be shown.

4.1.10 The Project Name and Number, as well as the Invitation to Bid Number, shall be clearly shown on the outside of the envelope in which the sealed Bid is submitted.

4.2 BID SECURITY

4.2.1 Bid security in an amount equal to at least five percent (5%) of the amount of the Bid shall be a bond provided by a surety company authorized to do business in this State, or the equivalent in cash, a cashier's check, or otherwise supplied in a form satisfactory to the Owner (Section 13-1-146, NMSA 1978) and
approved in writing by the Owner in advance. All General Contractor, or Primary Contractor, or Construction Manager at Risk Bonds shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, United States Treasury Department.

4.2.2 The bid security shall be in the amount of five percent (5%) of the highest Bid amount submitted, unless otherwise stipulated, pledging that the Bidder will enter into a Contract with the Owner on the terms stated herein and will furnish bonds covering the faithful performance of the Contract and payment of all obligations arising there under. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until:
   A. the Contract has been executed and bonds have been furnished,
   B. the specified time has elapsed so that Bids may be withdrawn, or
   C. all Bids have been rejected.

4.2.4 When the Bidding Documents require bid security, noncompliance by the Bidder requires that the Bid be rejected (13-1-147A, NMSA 1978).

4.2.5 If a Bidder is permitted to withdraw his Bid before award, no action shall take place against the Bidder or the bid security (13-1-147B, NMSA 1978).

4.2.6 The Owner may reduce bid security requirements authorized by the Procurement Code (13-1-28 to 13-1-199, NMSA 1978) to encourage procurement from small businesses. Reduction, if any, and the manner thereof will be stipulated in Paragraph 7. Reduction of the amount of bid security, if any, shall in no way reduce requirements for Performance, Payment, or other Bonds referenced in the Bidding Documents.

4.3 PREBID CONFERENCE
4.3.1 The Design Professional of Record shall conduct a Prebid Conference approximately fifteen (15), but not less than ten (10) days prior to the bid opening date stated in the Invitation to Bid.

4.3.2 The Design Professional of Record and his consultants, as applicable, shall be represented. Prospective Bidders, Prospective Subcontractors, and Prospective Vendors are encouraged to attend and should be prepared to ask questions regarding substitutions and to request clarification of the Bidding Documents. The failure of a Bidder, Subcontractor, or Vendor to attend shall be interpreted to mean that the Bidding Documents are clear and acceptable to all non-participants at the Prebid Conference. Such clarity and acceptability shall be presumed with respect to all Bidders.

4.3.3 Questions and requests for clarification presented in written form will receive written response, and if warranted, issued as Addenda. No verbal response shall be binding.

4.4 RESIDENT CONTRACTOR'S PREFERENCE
4.4.1 When Bids are received from nonresident contractors and resident contractors and the lowest responsible Bid is from a nonresident contractor, the contract shall be awarded as provided within the NM Procurement Code and RRPS Procurement Procedures.

4.4.2 No contractor shall be treated as a resident contractor in the awarding of public works contracts by the Owner unless the contractor has qualified with the State Purchasing Agent as a resident contractor pursuant to this section by making application to the State Purchasing Agent and receiving from him a
certification number. For convenience, and without warranty that the process is current, the procedure for application and certification is as follows:

4.5 SUBCONTRACTORS
4.5.1 The bidder shall list the Subcontractors he proposes to use for all trades or items on the Subcontractor Listing Form attached to the Bidding Documents. This requirement does not apply to second tier subcontractors, material suppliers, or subcontractors whose contract is for an amount no greater than the listing threshold described by Subsection A of 13-4-34 below. Requirements for Subcontractors pursuant to Chapter 18, Laws of 1988, 2nd Session; are as follows:

AN ACT
RELATING TO CONSTRUCTION INDUSTRIES; ENACTING THE SUBCONTRACTOR FAIR PRACTICES ACT.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

13-4-31 SHORT TITLE
Section 1 through 12 of this act may be cited as the "Subcontractors Fair Practices Act".

13-4-32 LEGISLATIVE FINDINGS
The legislature finds that the practices of bid shopping and bid peddling in connection with the construction, alteration and repair of public works projects often result in poor quality of material and workmanship to the detriment of the public, deprive the public of the full benefits of fair competition among contractors and subcontractors and lead to insolvencies and loss of wages to employees.

13-4-33 DEFINITIONS
As used in the Subcontractors Fair Practices Act:
A. "contractor" means the prime contractor on a public works construction project who contracts directly with the using agency;
B. "subcontractor" means a contractor who contracts directly with the contractor;
C. "listing threshold" means the dollar amount, stipulated in the bidding documents, above which subcontractors must be listed;
D. "notice" means information, advice or a written warning intended to apprise a contractor, subcontractor or using agency of some proceeding in which the contractor’s, subcontractor’s or using agency’s interests are involved or to inform him of some fact that is his right to know. Notice may be sent to a contractor, subcontractor or using agency by certified or registered mail and shall be deemed to be completed upon date of mailing; and
E. "using agency" means any state agency or local public body requiring services or construction. (F.) (added for clarity from 13-4-13.1) “listed subcontractor” means a subcontractor who is currently registered with the labor and industrial commission.

INSTRUCTIONS TO BIDDERS – PART A
00 2113 - 5
00_2113r-InstrucsToBid_PartA_psfa_DBB_v.3.1.doc
13-4-34 LISTING OF SUBCONTRACTORS; REQUIREMENTS

A. Any using agency taking bids for any public works construction project shall provide in the bidding documents prepared for that project a listing threshold which shall be five thousand dollars ($5,000) or one-half of one percent of the architect's or engineer's estimate of the total project cost, not including alternates, whichever is greater. If the bidding documents do not include a listing threshold, then the using agency shall supply the listing threshold. If the listing threshold has not been included, the bid opening shall be postponed until the using agency has complied with this section. Any contractor or subcontractor interested in bidding may apply to the district court in the county in which the project will be located for an injunction preventing the bid opening until the using agency has complied with this section. Any person submitting a bid shall in his bid set forth:

1. the name and the city or county of the place of business of each subcontractor under subcontract to the contractor who will perform work or labor or render service to the contractor in or about the construction of the public works construction project in an amount in excess of the listing threshold; and
2. the category of the work that will be done by each subcontractor. The contractor shall list only one subcontractor for each category as defined by the contractor in his bid.

B. A bid submitted by a contractor who fails to comply with the provisions of Subsection A of this section is a non-responsive bid which shall not be accepted by a using agency.

13-4-35 EXEMPTION

With the exclusion of that portion of work covering street lighting and traffic signals, the Subcontractors Fair Practices Act shall not apply to contracts for the construction, improvement or repair of streets or highways, including bridges, underground utilities within easements including but not limited to water lines, sewer lines and storm sewer lines.

13-4-35.1 APPLICATION OF ACT

The Subcontractors Fair Practices Act shall not apply to any transaction occurring after the contractor and the listed subcontractor have executed a subcontract unless subsequent action on the subcontract relates to subcontractor listing requirements.

13-4-36 SUBSTITUTION OF SUBCONTRACTOR

A. No contractor whose bid is accepted shall substitute any person as subcontractor in place of the subcontractor listed in the original bid, except that the using agency shall consent to the substitution of another person as a subcontractor:

1. when the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when such written contract, based upon the general terms, conditions, plans and specifications for the project involved and the terms of such subcontractor's written bid, is presented to him by the contractor;
2. when the subcontractor listed in the original bid becomes bankrupt or insolvent prior to execution of a subcontract;
3. when the using agency refuses to approve the subcontractor listed in the original bid, provided such approval has been reserved in the bidding documents;
4. when the subcontractor listed in the original bid fails or refuses to perform his subcontract;
5. when the contractor demonstrates to the using agency or its duly authorized officer that the name of the subcontractor was listed as the result of an inadvertent clerical error;
6. when a bid alternate accepted by the using agency causes the listed subcontractor's bid not to be low;
7. when the contractor can substantiate to the using agency that a listed subcontractor’s bid is incomplete;
8. when the listed subcontractor fails or refuses to meet the bond requirements of the contractor; and,
9. when it is determined that the listed subcontractor does not have a proper license to perform the work and the contractor has submitted the name of the subcontractor along with proof that the
A. Prior to approval of the contractor's request for substitution of a subcontractor, the using agency shall give notice in writing to the listed subcontractor of the contractor's request to substitute and of the reasons for the request. The notice shall be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been so notified has five (5) working days within which to submit written objections to the substitution to the using agency. Failure to file written objections shall constitute the listed subcontractor's consent to the substitution. If written objections are filed, the using agency shall give at least five (5) working days' notice in writing to the listed subcontractor of a hearing by the using agency on the contractor's request for substitution.

B. No contractor whose bid is accepted, other than in the performance of change orders causing changes or deviations from the original contract, shall sublet or subcontract any portion of the work in excess of the listing threshold as to which his original bid did not designate a subcontractor unless:
   (1) the contractor fails to receive a bid for a category of work. Under such circumstances, the contractor may subcontract. The contractor shall designate on the listing form that no bid was received; or
   (2) the contractor fails to receive more than one bid for a category of work. Under such circumstances, the contractor may subcontract. The contractor shall state on the listing form that only one subcontractor’s bid was received, together with the name of the subcontractor. This designation shall not occur more than one time on the subcontractor list.

13-4-37   BOND REQUIREMENTS (This requirement to be modified by Invitation to Bid – Section 0 1116- Page 3

B. It is the responsibility of each subcontractor submitting a bid to a contractor to be prepared to submit a faithful performance and payment bond if so requested by the contractor.

C. In the event any subcontractor submitting a bid to a contractor does not, upon the request of the contractor and at the expense of the contractor at the established charge or premium therefore, furnish to the contractor a bond issued by a corporate surety authorized to do business in New Mexico in accordance with the New Mexico Insurance Code (59A-1-1 to 59A-1-18, NMSA 1978) and listed in the United States treasury department circular 570 wherein the contractor is named the obligee, guaranteeing prompt and faithful performance of the subcontract and the payment of all claims for labor and materials furnished or used in and about the work to be done and performed under the subcontract, the contractor may reject the bid and make a substitution of another subcontractor subject to the provisions of Section 13-4-36, NMSA 1978. Such bond may be required at the expense of the subcontractor only if the contractor in his written or published request for subcontract bids:
   (1) specifies that the expense for the bond shall be borne by the subcontractor; and
   (2) clearly specifies the amount and requirements of the bond.

13-4-38.   FAILURE TO SPECIFY SUBCONTRACTOR

If a contractor fails to list a subcontractor in excess of the listing threshold and he does not state that no bid was received or that only one bid was received, he represents that he is fully qualified to perform that portion of the work himself and that he shall perform that portion of the work himself. If after the award of the contract the contractor subcontracts any portion of the work, except as provided in the Subcontractors Fair Practices Act, the contractor shall be guilty of violation of the Subcontractors Fair Practices Act and subject to the penalties provided in Section 13-4-41 NMSA 1978.
13-4-39. INADVERTENT CLERICAL ERROR

A. The contractor, as a condition to assert a claim of inadvertent clerical error in the listing of a subcontractor, shall within four working days after the time of the prime bid opening by the using agency, give written notice to the using agency and to both the subcontractor he claims to have listed in error and the subcontractor who had bid to the contractor prior to bid opening.

B. Any listed subcontractor who has been notified by the contractor in accordance with the provisions of this section as to an inadvertent clerical error shall be allowed twelve working days from the time of the prime bid opening within which to submit to the using agency and to the contractor written objection to the contractor's claim of inadvertent clerical error. Failure of the listed subcontractor to file written notice within the twelve working days shall be primary evidence of his agreement that an inadvertent clerical error was made.

C. The using agency shall, in the absence of an objection to the contrary by the listed subcontractor in the original bid, consent to the substitution of the intended subcontractor if:

(1) the contractor, the listed subcontractor listed in error and the intended subcontractor each submit an affidavit to the using agency, along with such additional evidence as the parties may wish to submit, that an inadvertent clerical error was in fact made, provided that the affidavits from each of the three parties are filed within twelve working days from the time of the prime bid opening; or

(2) affidavits are filed by both the contractor and the intended subcontractor within the specified time but the subcontractor whom the contractor claims to have listed in error does not submit, within twelve working days from the time of prime bid opening, to the using agency and to the contractor written objection to the contractor's claim of inadvertent clerical error as provided in this section.

D. If affidavits are filed by both the contractor and the intended subcontractor but the listed subcontractor has, within twelve working days from the time of the prime bid opening, submitted to the using agency and to the contractor written objection to the contractor's claim of inadvertent clerical error, the using agency shall investigate the claims of the parties and hold a hearing to determine the validity of the claims, within thirty days after the receipt of the contractor’s written objection. Any determination made shall be based on facts contained in the affidavits submitted by all three parties and supported by testimony under oath and subject to cross-examination. The using agency may, on its motion or that of any other party, admit testimony of other contractors, any bid registries or depositories or any other party in possession of facts that may have a bearing on the decision of the using agency.

13-4-40. EMERGENCY SUBCONTRACTING

Subcontracting any portion of the work in excess of the listing threshold as to which no subcontractor was designated in the original bid shall be permitted only in the case of public emergency or necessity and then only upon a written finding by the using agency setting forth the facts constituting the emergency or necessity.

13-4-41. PENALTIES

A. When a contractor violates any provision of the Subcontractors Fair Practices Act except Section 13-4-34 NMSA 1978, the using agency shall:

(1) in the case of a contractor who substitutes another subcontractor in violation of Section 13-4-36 NMSA 1978, for the subcontractor originally included in the bid, assess the contractor a penalty in an amount equal to the greater of ten percent of the amount bid by the listed subcontractor or the difference between the amount bid by the listed subcontractor and the amount bid by the substituted subcontractor;

(2) in the case of a contractor substituting a listed subcontractor for another subcontractor, and the substituted subcontractor knowingly participated in a violation of Section 13-4-36 NMSA 1978, assess the substituted subcontractor a penalty in an amount equal to the greater of ten
percent of the amount bid by the listed subcontractor and the difference between the amount bid by the listed subcontractor and the substituted subcontractor; or
(3) in the case of a contractor who fails to list a subcontractor in excess of the listing threshold as defined in Section 13-4-38 NMSA 1978, assess the contractor a penalty of eight percent of the amount of the subcontract issued for the first violation and thirty percent of the amount of the subcontract issued for any violation thereafter, on any one project.

B. Penalties assessed pursuant to the provisions of this section shall be deposited into the fund from which the contract was awarded.

C. In a proceeding under this section, the contractor shall be entitled to a hearing after notice.

D. A violation of the provisions of the Subcontractors Fair Practices Act constitutes grounds for disciplinary action against a contractor or a subcontractor, pursuant to regulations of the construction industries division of the regulation and licensing department.

E. A contractor or a subcontractor who attempts to circumvent the provisions of the Subcontractors Fair Practices Act shall be subject to the penalties established pursuant to this section.

F. Any listed subcontractor removed in violation of the Subcontractors Fair Practices Act may bring an action in the district court for damages, injunctive or other relief.

13-4-42. Not Used

13-4-43. DISPUTE RESOLUTION
Once the using agency has determined the existence of a valid claim under the provisions of the Subcontractors Fair Practices Act, the using agency or agent of the using agency may:

A. hold a public hearing for the purpose of providing an informal resolution of the dispute by preparing a "form of dispute" which shall be available to all parties. The form shall state concisely, in numbered paragraphs, the matter at issue or dispute which the complainant expects to be determined. The agent or the using agency shall evaluate the issues presented by both sides of the dispute and render a decision within ten days after the hearing, and provide the parties with a written copy of the decision by certified mail, return receipt requested; or

B. refer the matter in dispute to be resolved through arbitration.

4.5.2 The Bidder shall not list himself as the supplier or as the Subcontractor for any trade unless he has previously performed work of this type or can prove to the Design Professional and the Owner's satisfaction that he actually has, or will obtain, fully adequate ability to perform the work with his own forces.

4.5.3 Omission or non-compliance with the intent of the Subcontractor Listing (Section 00430) will be grounds for considering a bid as non-responsive.

4.5.4 Prior to the award of the Contract, the Design Professional will notify the Bidder in writing if either the Owner or the Design Professional, after due investigation and written findings of fact, has reasonable and substantial objection to any person or organization on such list. If the Owner or Design Professional has reasonable and substantial objection to any person or organization on such list and refuses in writing to accept such person or organization, the Bidder may, at his option:

A. withdraw his Bid, or,

B. submit an acceptable substitute Subcontractor.

In the event of withdrawal under this paragraph, bid security will not be forfeited.

4.5.5 The Successful Bidder shall, within ten (10) days of Notice of Award of the Contract for the Work, submit to the Design Professional all of the requirements of Subparagraph 6.1.
4.5.6  The Successful Bidder will be required to establish to the satisfaction of the Design Professional and the Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the work described in the Bidding Documents.

4.5.7  Persons and organizations proposed by the Bidder and to whom the Owner and the Design Professional have made no reasonable objection under the provisions of Paragraph 4.5.6 must be used on the work for which they were proposed and shall not be changed except with the written consent of the Owner and the Design Professional. In an effort to gain consent, provide, if possible, a written request from the person or organization wishing to be replaced by the Bidder explaining the need for the replacement.

4.5.8  No Successful Bidder shall be required to employ any Subcontractor, other person, or organization against whom he has reasonable objection.

4.6 SUBMISSION OF BIDS

4.6.1  Bid, bid security, Subcontractors Listing Form, and other required documents listed in the Bidding Documents shall be submitted in an opaque sealed envelope marked in accordance with Subparagraph 4.6.2 below.

4.6.2  The Bid envelope shall be addressed as required by Section 00_2114 – Instructions to Bidders – Part B.

4.6.3  Bids received after the date and time for receipt of bids will be returned unopened.

4.6.4  The Bidder shall assume full responsibility for timely delivery of bids to the Owner, including those Bids submitted by mail or otherwise. Bids hand delivered to the Bid Opening Address shall be received beginning one hour prior to the bid. Bids will be clocked in at the time received, which must be prior to the time specified. Bids will then be held for public opening.

4.6.5  Oral, telephonic, or telegraphic bids are invalid and will not receive consideration.

4.7 CORRECTION OR WITHDRAWAL OF BIDS

4.7.1  A bid containing a mistake discovered before Bid Opening may be withdrawn by a bidder prior to the time set for Bid Opening by delivering verbal, written or telegraphic notice to the location designated in the Invitation for Bid as the place where bids are to be received.

4.7.2  Bid security, if required, shall be in an amount sufficient for the bid in conformance with Section 4.2.

4.7.3  Withdrawn Bids may be resubmitted up to the time and date designated for the receipt of Bids, provided they are then fully in conformance with the Bidding Documents.

4.7.4  After Bid Opening time, no modifications in bid prices or other provisions of bids shall be permitted.

4.7.5  After Bid Opening, a low Bidder alleging a material mistake of fact which makes his Bid non-responsive may be permitted to withdraw his Bid if the:
   A.  mistake is clearly evident on the face of the Bid Document; or
   B.  Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made.

   Any decision by the Owner to permit or deny the withdrawal of a Bid on the basis of a mistake contained therein shall be supported by a written determination setting forth the grounds for the decision. If withdrawal is permitted, bid security will not be forfeited.

4.8 NOTICE OF CONTRACT REQUIREMENTS BINDING ON BIDDER

INSTRUCTIONS TO BIDDERS – PART A

00 2113 - 10

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4.8.1 In submitting this bid, the Bidder represents that he has familiarized himself with the nature and extent of the following requirements and of the Conditions of the Construction Contract (General, Supplementary, Project and Other Conditions):

4.9 REJECTION OR CANCELLATION OF BIDS
An Invitation for Bid may be canceled, or any or all Bids may be rejected in whole or in part, when it is in the best interest of the Owner. A determination containing the reasons therefore shall be made part of the Project file. Bid security for rejected Bids shall be returned to the Bidder.

4.10 CONSIDERATION OF BIDS
4.10.1 RECEIPT, OPENING, AND RECORDING
Bids received on time will be opened publicly and will be read aloud, and an abstract of the amounts of the Base Bids and Alternates or bid items, if any, will be made available to the Bidders. Each Bid shall be open to public inspection (13-1-107, NMSA 1978).

4.10.2 BID EVALUATION AND AWARD
4.10.2.1 The Owner shall have the right to waive technical irregularities in the form of the Bid of the low Bidder which do not alter the price, quality, or quantity of the services, construction, or items of tangible personal property bid (13-1-132, NMSA 1978).

4.10.2.2 It is the intent of the Owner to award a contract to the lowest responsive and responsible bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. The unreasonable failure of a Bidder to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Bidder is not a responsible Bidder (13-1-133, NMSA 1978). See Section 6 as to Post-Bid Information that may be required of a Contractor as to qualifications.

4.10.2.3 If the Base Bid is within the amount of funds available to finance the construction, contract award will be made to the responsible Bidder submitting the low Base Bid; except that, if sufficient funds are available to fund alternates, the Owner may award the contract to the responsible Bidder submitting the low combined Bid within the amount of funds available (Base Bid plus or minus alternates). If the award is based on alternates, the Owner shall accept them in the order in which they are listed on the Bid Form.

4.10.2.4 Discrepancies in the Bid Form between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

4.10.2.5 Conditional Bids or Bids with additional terms will not be accepted.

4.11 NOTICE OF AWARD
A written Notice of Award shall be issued by the Owner after review and approval of the bid and related documents by the Owner with reasonable promptness (13-1-100 and 13-1-108, NMSA 1978).

4.12 CANCELLATION OF AWARD
When in the best interest of the public, the Owner may cancel the award of any contract at any time before the execution of said contract by all parties without any liability against the Owner.

5.0 PROTESTS
5.1 Any bidder, offerer, or contractor who is aggrieved in connection with this procurement (Bid) may protest to the Owner’s Chief Procurement Officer and the Owner in accordance with the requirements of NM Procurement Code and RRPS Procurement Procedures. The protest should be made in writing within twenty-four (24)
hours after the facts or occurrences giving rise thereto, but in no case later than fifteen (15) calendar days after
the facts or occurrences giving rise thereto (13-1-172, NMSA 1978).

5.2 In the event of a timely protest under Subparagraph 4.10.1 (13-1-172, NMSA 1978 of the
Procurement Code), the Owner’s Chief Procurement Officer and the Owner shall not proceed further with
the procurement unless the Owner’s Chief Procurement Officer or the Owner makes a determination that the award
of contract is necessary to protect substantial interests of the Owner (13-1-173, NMSA 1978).

5.3 The Owner’s Chief Procurement Officer or his designee shall have the authority to take any action
reasonably necessary to resolve a protest of an aggrieved bidder, offerer, or contractor concerning a
procurement.

5.4 The Owner’s Chief Procurement Officer or his designee shall promptly issue a determination
relating to the protest. The determination shall:
   A. state the reasons for the action taken; and
   B. inform the protestant of the right to judicial review of the determination pursuant to Section

5.5 A copy of the determination issued under Section 13-1-175, NMSA 1978 of the Procurement Code shall
immediately be mailed to the protestant and other bidders or offerers involved in the procurement (13-1-176,
NMSA 1978).

6.0 POST-BID INFORMATION

6.1 SUBMITTALS TO DESIGN PROFESSIONAL
Within ten (10) days of Notice of Award and prior to construction, the following shall be submitted to the
Design Professional:
   A. the Contractor required bonds and Certificates of Insurance;
   B. for the Owner's consideration for approval, a resume and Statement of Qualification of proposed
      Superintendent(s) and assistants until acceptable individuals are selected in accordance with
      Subparagraph 3.9.2 of the General Conditions to the Construction Contract;
   C. signed Subcontractors List including contract amount of each, evidence of required bonds, costs
      of each bond, and beneficiary of each bond; evidence of DOL registration, evidence of CID licensure;
   D. Assignment of Antitrust Claims (required for the Contractor, all Subcontractors, and
      all Suppliers);
   E. Certificate of Insurance;
   F. State W-9;
   G. evidence of other bonds or documents as specified in the Bidding Documents; and
   H. Schedule of Values and required supporting data in accordance with Paragraph 9.2 of the General
      Conditions to the Construction Contract.

6.2 RETURN OF BID SECURITY
All Bid Security in the form of checks, except those of the two lowest Bidders, will be returned immediately
following the opening and checking of the Bids. The retained bid security of the unsuccessful of the two
lowest bidders, if in the form of a check, will be returned within fifteen (15) days following the award of
contract. The retained bid security of the Successful Bidder, if in the form of a check, will be returned after a
satisfactory contract bond has been furnished and the Contract has been executed. Bid Securities in the form
of Bid Bonds will be returned only upon the request of the unsuccessful Bidder, but will be released by the
Purchasing Agent for the District after the Notice of Award is sent by the Owner.

6.3 EXECUTION AND APPROVAL OF CONTRACT
The Contract shall be signed by the Successful Bidder and returned, together with both the Contract Bonds
and Certificate of Insurance, within fifteen (15) days after the date of the Notice of Award. If the Contract is
not executed by the Owner within forty-five (45) days following receipt from the Bidder of the signed Contract with Bonds and Certificate, the Bidder shall have the right to withdraw his proposal without penalty unless the Bidder has previously agreed to extend the date for acceptance by the Owner. No Contract shall be effective until it has been fully executed by all of the parties thereto.

6.4 NOTICE TO PROCEED
The Owner will issue a written Notice to Proceed to the Contractor stipulating the date from which Contract Time will be charged and the date Contract Time is to expire, subject to valid modifications of the Contract authorized by Change Order.

6.5 FAILURE TO EXECUTE CONTRACT
Failure to return the signed Contract with acceptable Contract Bonds and Certificate of Insurance within fifteen (15) days after the date of the Notice of Award shall be just cause for the cancellation of the award and the forfeiture of the Bid Security, which shall become the property of the Owner, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible Bidder, or the Work may be re-advertised and constructed under contract or otherwise, as the Owner may decide.

6.6 CONTRACTOR’S QUALIFICATIONS STATEMENT
Bidders to whom award of a contract is under consideration shall submit, upon request, information and data to prove that their financial resources, production or service facilities, and service reputation and experience are adequate to make satisfactory delivery of the services, construction, or items of personal property described in the Bidding Documents (13-1 -82, NMSA 1978). The Contractor shall always submit the requirements of Subparagraph 3.9.2 of the General Conditions to the Construction Contract and also in accordance with Paragraph 6.1-B above.

7.0 OTHER INSTRUCTIONS TO BIDDERS
7.1 The bid will be awarded in accordance with Subparagraph 4.10.2.3. The Owner may accept from the apparent low bidder prior to the Award, a reduction to the bid cost or time and, may discuss with the apparent low bidder for potential deductive modifications to the Work prior to the Award however, the Award shall be made on the un-modified Construction Documents with alternates accepted in accordance with this Paragraph 7.0.

7.2 If the lowest responsible bid has otherwise qualified, and if there is no change in the original project scope, terms or conditions, the lowest bidder may negotiate with the purchaser for a lower total bid in order to avoid rejection of all bids for the reason that the lowest bid was up to ten percent higher than budgeted project funds. Such negotiation shall not be allowed if the lowest bid was more than ten percent over budgeted project funds.
INSTRUCTIONS TO BIDDERS – PART B  
Section 00 2114  

1.0 BID ENVELOPE  

The Bid envelope shall be addressed at the front center of the envelope to:  

RIO RANCHO PUBLIC SCHOOLS  
PURCHASING, ROOM 120  
500 LASER ROAD NE  
RIO RANCHO, NM 87124  

Also on the front of the envelope the Bidder shall mark: the name and address of the Bidder in the upper left corner; the name of project, Invitation to Bid Number, ITB #: 2016-006-FAC, date of opening and, time of opening in the lower left corner; and, "SEALED BIDS ENCLOSING" in the lower right corner, or otherwise on the face thereof.  

-END OF SECTION-
BID FORM   (Lump Sum or Unit Price)

BIDDER’S Name and Address:

Telephone:
Fax:
Federal Tax ID #:
New Mexico Tax ID #:
CID License #

This Bid is submitted to Owner:

RIO RANCHO PUBLIC SCHOOLS
PURCHASING, ROOM 120
500 LASER ROAD
RIO RANCHO, NEW MEXICO 87124

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

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

3. The Contractor shall include the following cash allowances in his Bid:

   A. for (page of Specs) $ 
   B. for (page of Specs) $ 
   C. for (page of Specs) $ 
   D. for (page of Specs) $ 
   E. for (page of Specs) $ 

ITB NO: 2016-006-FAC  

PROJECT NAME:  
DISTRICT OFFICE, PHASE THREE  
RENOVATIONS, RIO RANCHO PUBLIC SCHOOLS  

RRPS PROJECT NO: 083000-16-002  

ARCHITECT PROJECT NO: 259 (S)  

LOCATION: Rio Rancho, NM
4. In submitting this Bid, the Bidder represents, as more fully set forth in the Agreement, that:

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

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

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

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

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

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

   G. the Bidder acknowledges that he has attended any mandatory pre-bid conference scheduled by the Owner or the Design Professional pertaining to this project;

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

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

5. Bids shall be presented in the form of a total Base Bid proposal under a Lump Sum Contract plus additive alternates that are selected by the Owner. A bid must be submitted on all bid items and alternates; segregated bids will not be selected by the Owner.
A. **LUMP SUM PRICE** (please use typewriter or print legibly in ink) Base Bid (use words):
All work indicated on the Drawings and Specifications for BASE BID work.

6. The Bidder agrees that:

   A. The Work to be performed under this Contract shall be commenced not later than ten (10) consecutive days after the date of written Notice to Proceed, and that Substantial Completion shall be achieved not later than **90 days** after the date of written Notice to Proceed, except as hereafter extended by valid written Change Order by the Owner.

   B. Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified, the Contractor agrees to pay to the Owner in partial consideration for the award of this Contract the amount of **Three Hundred Dollars ($300) per consecutive day**, not as a penalty, but as liquidated damages for such breach of the Contract.

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

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

7. The following documents are attached to and made a condition of this Bid:
   A. Bid Security with Agent's Affidavit;
   B. Subcontractors Listing; and,
   C. Campaign Disclosure Statement
   D. Veteran Preference Certification Form

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

9. The Bidder is a(n):

   A. **INDIVIDUAL**;

      By: ____________________________________________
      (Individual's Signature)

      Doing business as: ____________________________________________

      Business address: ____________________________________________

(BID FORM (LUMP SUM BID) 00 4113 - 3)
BID FORM (LUMP SUM BID) 00 4113 - 4

ITB#2016- 006-FAC_RRDO Ph3 Renovations

Telephone:  (         )
FAX: (        )

B. PARTNERSHIP:

By: ____________________________________________
(Firm Name)

(General Partner’s Signature)
Business address: ____________________________________________

Telephone:  (         )
FAX: (        )

C. CORPORATION:

Corporation Name: ____________________________________________
State of Incorporation: ____________________________________________

By ____________________________________________ Title: _______________________
(Print Name of Person Authorized to Sign)

* ____________________________________________
Signature of Authorized Person

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

If a Foreign Corporation: ____________________________
NM Certificate of Authority Number

Attest (Secretary): ____________________________
Business address ____________________________________________

_____________________________________________
Telephone: (____) ______________________
FAX: (____) ______________________

or,

D. JOINT VENTURE:

By ________________________________
(Name)
Address: ______________________________

Telephone: (____) _________________
FAX: (____) ______________________

By ________________________________
(Name)
Address: ______________________________

Telephone: (____) _________________
FAX: (____) ______________________

By ________________________________
(Name)
Address: ______________________________

Telephone: (____) _________________
FAX: (____) ______________________

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

BIDDER MUST FILL IN THE FOLLOWING (if none, write none)
NM License Number ________________  License Classification: __________________

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

Resident Contractor's Preference Number: ________________________________

Veteran Contractor's Preference Number: ________________________________

**NOTE: Bidder is to fill out and sign the following Resident Veterans Preference Certification (page 00 4113 - 7)**
Resident Veterans Preference Certification – ITB#2016-009-FAC
(please attach copy of certificate and return this page with your offer)

__________________________ (Name of Contractor) hereby certifies the following in regard to application of the resident veterans preference to this procurement:

Please check one box only

___ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than $1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

___ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than $1M but less than $5M allowing me the 8% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

___ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than $5M allowing me the 7% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

“I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate.”

“In conjunction with this procurement and the requirements of this business’ application for a Resident Veteran Business Preference / Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract, which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.”

“I understand that knowingly giving false or misleading information on this report constitutes a crime.”

I declare under penalty of perjury that his statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

________________________________________  ________________________________
Signature of Business Representative*      Date

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.
AGENT'S AFFIDAVIT

(To be filled in by Agent)

STATE OF __________________________

COUNTY OF __________________________

_________________________________, being first duly sworn, deposes and says
that he / she is the duly appointed agent for
and is licensed in the State of New Mexico.

Deponent further states that a certain bond was given to indemnify the State of New Mexico in connection with the construction of

dated the ______ day of ____________, 20__, executed by
Contractor, as principal, and ________________________, as surety, signed by this Deponent; and Deponent further states that said bond was written, signed, and delivered by him/her; that the premium on the same has been or will be collected by him/her; and that the full commission thereon has been or will be retained by him/her.

_________________________________

Subscribed and sworn to before me, a notary public in and for the County of,
, this ______ day of ________________________, 20__.  
Notary Public

My Commission Expires:

AGENT'S ADDRESS:

Telephone
COMBINED
LIST OF SUBCONTRACTORS
and
ASSIGNMENT OF ANTITRUST CLAIMS
by
CONTRACTOR, SUBCONTRACTORS,
SUBSUBCONTRACTORS, and SUPPLIERS

EXAMPLE TRADES AND SUPPLIERS: SITE WORK, CONCRETE, MASONRY, FRAMING, LUMBER, STEEL,
STEEL FABRICATION, ROOFING, EXTERIOR INSULATION AND FINISH, DRYWALL, DOORS, GLASS AND
GLAZING, PLASTER, PAINTING, CARPET, RESILIENT, CONVEYING SYSTEMS, HVAC, CONTROLS,
PLUMBING, SHEET METAL, ELECTRICAL

1. Subcontractor Listing shall be included with Bid as a condition of the Bid and be fully
complete with regards to all Subcontractors providing services valued at $5,000.00 or more, or
one-half of one percent of the architect's or engineer's estimate of the total project cost, not including
alternates, whichever is greater pursuant to Section 13-4-34, NMSA 1978.

   Listing Threshold for this Project: $5,000.00

   a. Subcontractor Listing shall be expanded after Bid by apparent low bidder if Awarded,
      and before Contract, to include major Suppliers and, each entity listed shall be signed by individual
      empowered to obligate Supplier, Subcontractor, or Subsubcontractor.

   b. Subcontractor Listing shall also be expanded after Bid by apparent low bidder if
      Awarded, and before Contract, to include the Department of Workforce Solutions labor enforcement
      fund registration number. See the Department of Workforce Solutions web site at
      www.dws.state.nm.us under “Public Works” for registration form, listings and information.

   c. See Instructions to Bidders, Section 00 2113 Paragraph 4.5, Subcontractors, for rules
      regarding changes in this list after bidding.

2.

PROJECT NAME: DISTRICT OFFICE PHASE THREE RENOVATIONS, RRPS

   INVITATION TO BID NUMBER: 2016-006-FAC
   RRPS PROJECT NO: 083000-16-002
   ARCHITECT PROJ NO: 259 (S)

The undersigned agrees that any and all claims which the firm may have or may inure to it for
overcharges resulting from antitrust violations as to goods, services, and materials purchased in
connection with the above-referenced project are hereby assigned to the Owner, but only to the
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EXAMPLE TRADES AND SUPPLIERS: SITE WORK, CONCRETE, MASONRY, FRAMING, LUMBER, STEEL, STEEL FABRICATION, ROOFING, EXTERIOR INSULATION AND FINISH, DRYWALL, DOORS, GLASS AND GLAZING, PLASTER, PAINTING, CARPET, RESILIENT, CONVEYING SYSTEMS, HVAC, CONTROLS, PLUMBING, SHEET METAL, ELECTRICAL

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Listing Threshold for this Project: $5,000.00

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b. Subcontractor Listing shall also be expanded after Bid by apparent low bidder if Awarded, and before Contract, to include the Department of Workforce Solutions labor enforcement fund registration number. See the Department of Workforce Solutions web site at www.dws.state.nm.us under “Public Works” for registration form, listings and information.

c. See Instructions to Bidders, Section 00 2113 Paragraph 4.5, Subcontractors, for rules regarding changes in this list after bidding.

2.

PROJECT NAME: DISTRICT OFFICE PHASE THREE RENOVATIONS, RRPS

INVITATION TO BID NUMBER: 2016-006-FAC
RRPS PROJECT NO: 083000-16-002
ARCHITECT PROJ NO: 259 (S)

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## Subcontractor Listing

*Signature not required until after Bid but before Award*

### Sealed bid opening date:
**June 30, 2016; 2:00 PM**
Rio Rancho Public Schools
Facilities Department

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PREQUALIFICATION

GENERAL
The Contractor represents to the Owner that the Contractor:

1. is financially solvent, able to pay debts, and has sufficient working capital to complete the Work;

2. is able to furnish the plant, tools, materials, supplies, equipment, skilled labor and sufficient experience and competence required to complete the Work equal to or exceeding industry standards;

3. shall, prior to bid, be properly licensed according to the requirements of the Construction Industries Licensing Act, Chapter 60, Article 13 NMSA 1978 and ensures to the Owner that such license shall remain in effect for the duration of the Work and warranty periods that the Contractor is authorized and properly licensed to do business in the State of New Mexico and in the locale where the Work is located;

4. execution of the agreement and performance thereof is within the Contractor's duly authorized powers; and

5. or assigns have visited the site of Work and has become familiar with the conditions under which the Work is to be performed, obtained all available information and have correlated observations and acquired information with the requirements of the Contract Documents including conditions:

   a) bearing upon access to the site, accommodations required, transportation, disposal, handling and storage;
   b) affecting availability of labor, materials, equipment, water, electricity, utilities and roads;
   c) such as weather, river stages, flooding;
   d) related to the apparent form and nature of the Work site, including the surface and sub-surface conditions; and,
   e) that in general would be deemed by a prudent contractor to be material to the Work as to assess risk, contingencies and other circumstances;

6. has completed prior contracts with diligent and continuous effort and has been responsive to post-occupancy corrections.

PREQUALIFICATION FORMS
Not required.

DEBARRLED OR SUSPENDED CONTRACTORS
A business (contractor, subcontractor, or supplier) that has either been debarred or suspended pursuant to the requirements of Sections 13-1-177 through 13-1-180 and 13-4-11 through 13-4-17, NMSA 1978 as amended, shall not be permitted to do business with the State and shall not be considered for award of contract during the period for which it is debarred or suspended.
RESIDENT PREFERENCES

GENERAL INSTRUCTIONS

Resident business, resident veteran business, resident contractor and resident veteran contractor certification

A. To receive a resident business or resident veteran business preference pursuant to Section 13-1-21 NMSA 1978 or a resident contractor or resident veteran contractor preference pursuant to Section 13-4-2 NMSA 1978, a business or contractor shall submit with its bid or proposal a copy of a valid resident business certificate, valid resident veteran business certificate, valid resident contractor certificate or valid resident veteran contractor certificate issued by the taxation and revenue department.
GENERAL INSTRUCTIONS

The following form is to be completed and submitted as part of the Bid.
Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency of local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred fifty dollars ($250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect, or expend contributions on that official’s behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family Member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.
“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: ________________________________________________________________

Relation to Prospective Contractor: ____________________________________________________

Name of Applicable Public Official: _____________________________________________________

Date Contribution(s) Made: ____________________________________________________________

Amount(s) of Contribution(s): _________________________________________________________

Nature of Contribution(s): _____________________________________________________________

Purpose of Contribution(s): ____________________________________________________________

(Attach extra pages if necessary)

Signature __________________________ Date __________________________

Title (position)

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

Signature __________________________ Date __________________________

Title (position)
This Agreement entered into this _day of July, 2016, by and between the parties as follows:

**THE OWNER:**
RIO RANCHO PUBLIC SCHOOLS
500 LASER ROAD, SE
RIO RANCHO, NM 87124
Telephone: (505) 896-0667
Fax: (505) 896-4276

hereinafter “Owner” and,

**THE CONTRACTOR:**
(NAME OF FIRM)
(ADDRESS 1)
(ADDRESS 2)
(CITY/TOWN), NM (ZIP CODE)
Telephone: (505) (PHONE)
Fax: (505) (FAX NUMBER)

**DESIGN PROFESSIONAL OF RECORD:**
JOHN BARTON ARCHITECTS, LLC
1925 ASPEN DR. # 200-B
SANTA FE, NM 87505
Telephone: (505) 474-8855
RECITALS

WHEREAS WHEREAS, the District, otherwise known as the Owner, will oversee and manage the work and make direct payment of Owner-approved expenses;

WHEREAS the Owner, through its School Board, is authorized to enter into a construction contract for the Project pursuant to Sections 13-1-100 and 22-5-4, NMSA 1978; and

WHEREAS the Owner has let this contract according to the established State purchasing procedures for contracts of the type and amount let.

The OWNER and the CONTRACTOR agree as set forth below.

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of the following:

- Bid Form
- Agreement Between Owner and Contractor
- Performance Bond
- Labor and Material Payment Bond
- Agent's Affidavit
- Certificate of Insurance
- Assignment of Antitrust Claims
- Notice of Award
- Notice to Proceed
- Conditions of the Contract (General, Supplementary, and Other Conditions)
- Drawings
- Specifications
- All Addenda Issued Prior to and All Modifications Issued after Execution of This Agreement

These documents form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7.
ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for the following:

Furnish and supply all labor and materials necessary for the District Office Renovations, Phase 3, and all related work.
ARTICLE 3

TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract shall commence not later than ten (10) consecutive calendar days after the date of written Notice to Proceed. Substantial Completion shall be achieved not later than 90 calendar days after the date of written Notice to Proceed, except as hereafter extended by valid written Change Order by the Owner.

Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified for Substantial Completion, the Contractor agrees, in partial consideration for the award of this Contract, to pay to the Owner the amount of Three Hundred Dollars ($300.00) per consecutive calendar day, not as a penalty, but as liquidated damages for such breach of this Contract.

ARTICLE 4

CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of Dollars ($ ).

The Contract sum is determined as follows:

Base Bid Amount...........................$
Alternates (if any)............................
Award Amount................................
Gross Receipts Tax* @ %.................
Contract Sum .................................$

All required labor, material, performance and payment bond costs are the responsibility of the contractor.

*Gross receipts tax (GRT) shall be incorporated in each line item of the Schedule of Values and in each approved Modification / Change Request (MCR) amount for change in the Work. During the course of the Project, any change in GRT rate will be applied to the remaining balance of Contract Sum by separate approved MCR.

**Contractor labor, material and performance and payment bond costs shall be calculated on Award Amount exclusive of GRT.
ARTICLE 5
PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Design Professional by the Contractor and Certificates for Payment issued by the Design Professional, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the Work and the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; less such amounts as the Design Professional shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents.

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate provided by State statute regulating prompt payment.

ARTICLE 6
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor within thirty (30) calendar days after notification of the Owner by the Design Professional that all incomplete and unacceptable work that was noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion has been corrected, and provided the Contract has been fully performed, a Certificate for Final Completion and final Certificate for Payment has been issued by the Design Professional; and the Contractor has provided to the Owner a certified statement of Release of Liens (AIA Document G706A or approved form) and Consent of Surety and such other documents required by the General Conditions.

ARTICLE 7
GENERAL AND SPECIAL PROVISIONS

7.1 This document shall be executed in no less than three (3) counterparts, each of which shall be deemed an original.

7.2 Contractor to provide Insurance {See General Conditions for the Contract for Construction}

7.3 This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of New Mexico as the same from time to time exist.
7.4 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

7.5 As between the parties to this Agreement: As to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the relevant Date of Substantial Completion of the Work; and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of the Owner's approval of the Final Certificate of Payment.

7.6 The Contractor shall hold harmless and indemnify the Owner against any and all injury, loss, or damage, including cost of defense - including but not limited to court costs and attorneys' fees - arising out of the negligent acts, errors, or omissions of the Contractor.

7.7 This Agreement shall not become effective until:
A. signed by all parties required to sign this Agreement.

7.8 The Contractor and his agents and employees are independent contractors and are not employees of the Owner or the State of New Mexico. The Contractor and his agents and employees shall not accrue leave, retirement, insurance, bonding, use of State vehicles, or any other benefits afforded to employees of the Owner or the State of New Mexico as a result of this Agreement.

7.9 The Contractor, upon Final Payment of the amounts due under this Agreement, releases the Owner, his officers and employees, and the State of New Mexico from his liabilities and obligations arising from or under this Agreement, including but not limited to all damages, losses, costs, liability, and expenses, including but not limited to attorneys' fees and costs of litigation that the Contractor may incur.

7.10 The Contractor agrees not to purport to bind the Owner or the State of New Mexico to any obligation not assumed herein by the Owner or the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7.11 Notices. All notices herein provided to be given, or which may be given, by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail postage prepaid, in the instance of Notice of Termination of Work, Certified Mail, Federal Express, or similar verifiable delivery method addressed as follows:

OWNER: RIO RANCHO PUBLIC SCHOOLS
ALFRED R. SENA
500 LASER ROAD SE
RIO RANCHO, NM 87124

CONTRACTOR: (NAME OF COMPANY)
ADDRESS 1
ADDRESS 2
(CITY/TOWN), NM (ZIP CODE)
Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices shall be mailed to either party may be changed by written notice given by such party to the other as herein above provided.

7.12 Gender, Singular/Plural. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context requires otherwise.

7.13 Captions and Section Headings. The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Agreement.

7.14 This document shall be executed in no less than three (3) counterparts, each of which shall be deemed an original.

7.15 Certificates and Documents Incorporated. All certificates and documentation required of the Contractor by the provisions of this Agreement shall be attached to this Agreement at the time of execution and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

7.16 Separability. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

7.17 Waiver. No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of either party to insist upon performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party of a breach by the other party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

7.18 Entire Agreement. This Agreement represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Agreement, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior condition, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.

7.19 Interchangeable Terms. For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.

7.20 Words and Phrases. Words, phrases, and abbreviations which have well-known technical or trade meanings used in the Contract Documents shall be used according to such recognized meanings. In the event of a conflict, the more stringent meaning shall govern.

7.21 Relationship of Contract Documents. The Contract Documents are complementary, and any requirement of one contract document shall be as binding as if required by all.
AGREEMENT BETWEEN THE OWNER AND THE CONTRACTOR

7.22 Pursuant to Section 13-1-191, NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including Sections 30-14-1, 30-24-2, and 30-41-1 through 3, NMSA 1978) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (Sections 13-1-28 through 13-1-199, NMSA 1978) imposes civil and criminal penalties for its violation.

7.23 The Contract Documents, which constitute the entire Agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated in this Paragraph 7.21.

7.24.1 The following documents bound in the Project Manual dated: (May 17, 2016)

INDEX TO SPECIFICATIONS

Division 00- Procurement and Contracting Requirements
00 1116 Invitation to Bid
00 2113 Instructions to Bidders – Part A
00 2114 Instructions to Bidders – Part B
00 4113 Bid Form
00 4317 Agent’s Affidavit – Bid Bond
00 4336 Subcontractor Listing and Assignment of Anti-Trust Claims
00 4513 Prequalification
00 4556 Resident Preferences
00 4557 Campaign Contribution Disclosure
00 5213 Agreement Between the Owner and Contractor
00 6113 Performance Bond
00 6114 Labor and Material Payment Bond
00 6129 Agent’s Affidavit – Construction Contract Bonds
00 6131 Bond Review Form – Construction Contract Bonds
00 6216 Certificate of Insurance
00 6360 Modification Change Request (MCR) Form
00 6361 Modification Change Request (MCR) Worksheet
00 6363 Change Order
00 7200 General Conditions of the Contract for Construction
00 7300 Supplementary General Conditions
00 7300 Workforce Solutions Wage Rate Determination
00 0001 Additional Supplemental General Conditions & Insurance

Division 01- General Requirements
01 1000 Summary of Work
01 3100 Project Management and Coordination
01 3300 Submittal Procedure
01 3301 Submittal Transmittal Form
01 4000 Quality Requirements
01 5000 Temporary Facilities and Controls
01 5001 Project Sign
01 6300 Product Substitution Procedures
01 6302 Contractor Substitution Request Form
01 7700 Closeout Procedures
01 7800 Closeout Submittals
Division 02- Demolition
02200 Demolition

Divisions 3 & 4 – Not Used

Division 05- Metals
05400 Light Gage Metal Framing
05500 Metal Fabrications

Division 06- Wood
06100 Rough Carpentry
06200 Finish Carpentry

Division 07- Thermal and Moisture Protection
07210 Insulation
07500 TPO Roofing & Patching
07920 Caulking and Sealants

Division 08- Doors and Windows
08211 Wood Doors
08411 Aluminum Entrance & Storefront
08625 Tubular Day lighting Devices
08700 Finish Hardware
08810 Glass & Glazing

Division 09- Finishes
09250 Gypsum Drywall Systems
09500 Acoustical Tile Ceiling
09685 Carpet
09900 Painting

Divisions 10-20 Not Used

Divisions 21-23 Fire Suppression & Mechanical
210500 Common Work Results for Fire Suppression
211300 Fire Suppression Sprinklers
230500 Basic Mechanical Materials and Methods
230501 Mechanical Demolition & Remodeling
230593 Testing Adjusting and Balancing for HVAC
230713 Duct Insulation
233100 HVAC Ducts & Casings
233700 Air Outlets and Inlets

Divisions 24-25 - Not Used
Division 26- Electrical
260500 Basic Electrical Requirements
260510 Wiring Methods
262416 Panel Boards
262726 Wiring Devices
The following Drawings, dated **May 17, 2016**

<table>
<thead>
<tr>
<th>Category</th>
<th>Pages</th>
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<tbody>
<tr>
<td>Title Sheet</td>
<td>T-1</td>
</tr>
<tr>
<td>Architectural</td>
<td>A-1 thru A-8</td>
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<tr>
<td>Mechanical</td>
<td>M-0.0 thru M-2.1</td>
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<tr>
<td>Fire Protection</td>
<td>FP-0.0 thru FP-2.0</td>
</tr>
<tr>
<td>Electrical</td>
<td>E-0.0 thru E-2.5</td>
</tr>
</tbody>
</table>

**7.24.3 Addenda**

No._______ Description ____________________________________________ Date ________

No._______ Description ____________________________________________ Date ________

No._______ Description ____________________________________________ Date ________

No._______ Description ____________________________________________ Date ________

No._______ Description ____________________________________________ Date ________

**END OF ARTICLE 7**
This Agreement is entered into as of the day and year first written above.
SAMPLE
THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT
Date:
Amount:
Description (Name and Location):

BOND
Date (Not earlier than Construction Contract Date):
Amount:
Modifications to this Bond: □ None □ See Page 3

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature: ____________________________ Signature: ____________________________
Name and Title: ______________________ Name and Title: ______________________

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY—Name, Address and Telephone)
AGENT or BROKER: ____________________________
OWNER’S REPRESENTATIVE (Architect, Engineer or other party): ____________________________
1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. If there is no Owner Default, the Surety’s obligation under this Bond shall arise after:
   3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner’s right, if any, subsequently to declare a Contractor Default; and
   3.2 The Owner has declared a Contractor Default and formally terminated the Contractor’s right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
   3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety’s expense take one of the following actions:
   4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
   4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
   4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, and arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner’s concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor’s default; or
   4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances.

1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or

2. Deny liability in whole or in part and notify the Owner citing reasons therefor.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifty days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the Contractor’s right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigate of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
   6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
   6.2 Additional legal, design professional and delay costs resulting from the Contractor’s Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
   6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-
SAMPLE

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature: ____________________________ Signature: ____________________________
Name and Title: ____________________________ Name and Title: ____________________________
Address: ____________________________ Address: ____________________________

AIA DOCUMENT A312 • PERFORMANCE BOND AND PAYMENT BOND • DECEMBER 1984, ED. • AIA •
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006
THIRD PRINTING • MARCH 1987
SAMPLE
THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

<table>
<thead>
<tr>
<th>CONTRACTOR (Name and Address):</th>
<th>SURETY (Name and Principal Place of Business):</th>
</tr>
</thead>
</table>

OWNER (Name and Address):

CONSTRUCTION CONTRACT
Date:
Amount:
Description (Name and Location):

BOND
Date (Not earlier than Construction Contract Date):
Amount:
Modifications to this Bond:

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature: _________________________
Name and Title: _________________________

Signature: _________________________
Name and Title: _________________________

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY—Name, Address and Telephone)
AGENT or BROKER:__________________________
OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

AIA DOCUMENT A312 • PERFORMANCE BOND AND PAYMENT BOND • DECEMBER 1994 ED. • AIA ®
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006
THIRD PRINTING • MARCH 1997

LABOR AND MATERIAL PAYMENT BOND 00 6114 - 1
00_6114-L&MPmtBond_psfa_DBB_v3.1.doc
1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made against this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim, stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety’s expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7. The Surety’s total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner’s priority to use the funds for the completion of the work.

9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or related subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this
SAMPLE

Bond shall be construed as a statutory bond and not as a common law bond. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms “labor, materials or equipment” that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature: Name and Title: Address:

Signature: Name and Title: Address:
Modification No.1:

Paragraph 6 of this Payment Bond is deleted in its entirety and replaced with the following provision: Within 45 days (1) after the claimant has satisfied the conditions of Paragraph 4 and (2) after the Surety has received at its home office all supporting documentation it requested to substantiate the amount of the claim, the Surety shall pay or arrange for payment of any undisputed amounts. Failure of the Surety to satisfy the above requirements shall not be deemed a forfeiture or waiver of the Surety’s or the Contractor’s defenses under this Bond or their right to dispute such claim. However in such event the claimant may bring suit against the Surety as provided under this Bond.
AGENT'S AFFIDAVIT

(To be filled in by Agent)

STATE OF ____________________________ )
COUNTY OF ___________________________

______________________________, being first duly sworn, deposes and says that he /
she is the duly appointed agent for
and is licensed in the State of New Mexico.

Deponent further states that a certain bond was given to indemnify the State of New Mexico in connection with the construction of
dated the __________ day of __________, 20__, executed by
Contractor, as principal, and ____________________________, as surety, signed by this Deponent; and Deponent further states that said bond was written, signed, and delivered by him/her; that the premium on the same has been or will be collected by him/her; and that the full commission thereon has been or will be retained by him/her.

______________________________

Subscribed and sworn to before me, a notary public in and for the County of,
, this ______day of ____________________________, 20__.

Notary Public

My Commission Expires:

AGENT'S ADDRESS:

Telephone
Instructions:

1. **Contractor** shall attach pre-signed or un-signed form to Performance Bond and Labor and Material Bond and submit to Design Professional with Post-Bid submittals (see Section 00 2113 - Instructions to Bidders).

2. **District** shall review Surety for acceptability and, if approved, sign form prior to approval of Contract.

REVIEW AND APPROVAL:

This Bond has been executed by a Surety named in the current list of "companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, United States Treasury Department.

APPROVED:

By: ________________________________ Date: __________________
Owner's Representative or Governing Authority
# ACORD CERTIFICATE OF LIABILITY INSURANCE

**Producers**

Broker's Name and Address

**Insured**

Insured's Name and Address

**Insurers Affording Coverage**

- Insurer A: Insurance Company
- Insurer B:
- Insurer C:
- Insurer D:
- Insurer E:

## Coverages

The policies of insurance listed below have been issued to the Insured named above for the Policy Period indicated. Notwithstanding any requirement term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the insurance afforded by the Policies described herein is subject to all the terms, exclusions and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>Limit</th>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Policy Effective Date</th>
<th>Policy Expiration Date</th>
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<td>GENERAL LIABILITY</td>
<td>SAMPLE</td>
<td>EACH OCCURRENCE</td>
<td>GENERAL LIABILITY</td>
<td>SAMPLE</td>
</tr>
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<td>EACH OCCURRENCE</td>
<td>GENERAL LIABILITY</td>
<td>SAMPLE</td>
<td>EACH OCCURRENCE</td>
</tr>
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<td>MED EXP (All per occurrence)</td>
<td>SAMPLE</td>
<td>EACH OCCURRENCE</td>
<td>GENERAL LIABILITY</td>
<td>SAMPLE</td>
<td>EACH OCCURRENCE</td>
</tr>
<tr>
<td>PERSONAL &amp; ADJ (All per occurrence)</td>
<td>SAMPLE</td>
<td>EACH OCCURRENCE</td>
<td>GENERAL LIABILITY</td>
<td>SAMPLE</td>
<td>EACH OCCURRENCE</td>
</tr>
<tr>
<td>GENERAL (Aggregate)</td>
<td>SAMPLE</td>
<td>EACH OCCURRENCE</td>
<td>GENERAL LIABILITY</td>
<td>SAMPLE</td>
<td>EACH OCCURRENCE</td>
</tr>
<tr>
<td>PRODUCTS - COMP &amp; ADD (Aggregate)</td>
<td>SAMPLE</td>
<td>EACH OCCURRENCE</td>
<td>GENERAL LIABILITY</td>
<td>SAMPLE</td>
<td>EACH OCCURRENCE</td>
</tr>
</tbody>
</table>

**Certificate Holder**

Name and Address of School District  
and any additionally Insured  
PSCOC - DCU, 2019 Galisteo, Suite B-1, Santa Fe, NM 87505

**Cancellation**

Should any of the above described policies be cancelled before the expiration date thereof, the Issuing Insurer will mail 30 days written notice to the Certificate Holder named to the left.

**Authorized Representative**

ACORD 25-S (7/97)  
ACORD CORPORATION 1988
<table>
<thead>
<tr>
<th>MODIFICATION / CHANGE REQUEST</th>
</tr>
</thead>
</table>

**PROJECT NAME:** XXXXXXXXXXXX  
**PROJECT NUMBER:** XXXXXXXXXXXX

**M/CR LOG NUMBER**  
**(Assigned by DP)**  
**Current Date**

**REQUESTED BY**  
**DISTRICT REP (DR)**  
**CONTRACTOR**  
**DP**  
**PSFA**  
**INITIAL**

**WHO HAS REQUESTED THE WORK BE DONE**  
-ie; user group name/individual/contractor/subcontractor/ etc.

**DESCRIPTION OF CHANGE**  
First why, then how.

<table>
<thead>
<tr>
<th>ATTACHMENT(S)</th>
<th>YES □</th>
<th>NO □</th>
</tr>
</thead>
</table>

**OWNER REVIEW OF CONTENT AND/OR FEASIBILITY**  
**INITIAL**  
**DATE**

- □ 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)*

**A/E – ESTIMATED COST OF REQUIRED DESIGN WORK:** *(estimate within 5 days; Include breakdown of costs)*

<table>
<thead>
<tr>
<th>$</th>
<th>Initial</th>
<th>Date</th>
</tr>
</thead>
</table>

**PROCEED WITH DESIGN:** *(Forward proposed costs of work to OWNER for approval, include GRT)*

<table>
<thead>
<tr>
<th>APPROVED AMOUNT</th>
<th>$</th>
<th>Initial</th>
<th>Date</th>
</tr>
</thead>
</table>

**CONTRACTOR’S PROPOSED COST:** *(Include backup, include GRT)*

<table>
<thead>
<tr>
<th>APPROVED AMOUNT</th>
<th>$</th>
<th>Initial</th>
<th>Date</th>
</tr>
</thead>
</table>

**MUST BE COMPLETED TO FINALIZE:**

<table>
<thead>
<tr>
<th>INITIAL</th>
<th>DATE</th>
</tr>
</thead>
</table>

- □ PROCEED WITH MODIFICATION OF WORK AND TO CONTRACT SUM *(INCLUDE IN CHANGE ORDER)*
- □ REJECTED BUT, REPLACED BY MCR #
- □ REJECTED – STOP ALL ACTION ON THIS REQUEST
MODIFICATION / CHANGE REQUEST NO.__________ DATE: __________

PROJECT NO. ________________________________

DESCRIPTION OF PROPOSED WORK:

NOTE: Fill out a separate worksheet for each subcontractor on this MCR. The GC shall use this same form to summarize the total of all subcontractor proposals while adding GC costs. Attach all worksheets and breakdowns to summary sheet for each MCR. See Article 7.2 in Section 00 7200 General Conditions.

SUBCONTRACTOR’S COSTS (ATTACH SUBCONTRACTOR’S SHEET AND COST BREAKDOWNS):*

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Total of subcontractor’s material (attach itemized breakdown)</td>
<td>$___________</td>
</tr>
<tr>
<td>2</td>
<td>Total of subcontractor’s labor cost including fringe benefits and labor burden (attach itemized breakdown):</td>
<td>$___________</td>
</tr>
<tr>
<td>3</td>
<td>Other directly attributable costs allowed (attach itemized breakdown):</td>
<td>$___________</td>
</tr>
<tr>
<td>4</td>
<td>Subtotal:</td>
<td>$___________</td>
</tr>
<tr>
<td>5</td>
<td>Subcontractor’s O&amp;P _____%:</td>
<td>$___________</td>
</tr>
<tr>
<td>6</td>
<td>Subcontractor’s Bond:</td>
<td>$___________</td>
</tr>
<tr>
<td>7</td>
<td>Permits paid by subcontractor:</td>
<td>$___________</td>
</tr>
<tr>
<td>8</td>
<td>Subcontractor’s Total Costs:</td>
<td>$___________</td>
</tr>
</tbody>
</table>

GENERAL CONTRACTOR’S COSTS (ATTACH WORKSHEETS)*

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>GC’s material (attach itemized breakdown):</td>
<td>$___________</td>
</tr>
<tr>
<td>10</td>
<td>General Contractor’s labor cost including fringe benefits and labor burden @ ____% (attach itemized breakdown):</td>
<td>$___________</td>
</tr>
<tr>
<td>11</td>
<td>Construction equipment (rental).</td>
<td>$___________</td>
</tr>
<tr>
<td>12</td>
<td>Directly attributable field supervision, insurance, etc. (attach itemized breakdown):</td>
<td>$___________</td>
</tr>
<tr>
<td>13</td>
<td>Subtotal:</td>
<td>$___________</td>
</tr>
<tr>
<td>14</td>
<td>General Contractor’s Overhead &amp; Profit on subcontractor ( ____ % of Item 8):</td>
<td>$___________</td>
</tr>
<tr>
<td>15</td>
<td>General Contractor’s Overhead &amp; Profit on work by General Contractor’s forces ( ____ % of Item 13):</td>
<td>$___________</td>
</tr>
<tr>
<td>16</td>
<td>Subtotal (sum of Items 13, 14 and 15):</td>
<td>$___________</td>
</tr>
<tr>
<td>17</td>
<td>Bond ( ____ % of Item 16):</td>
<td>$___________</td>
</tr>
<tr>
<td>18</td>
<td>Permits paid by General Contractor:</td>
<td>$___________</td>
</tr>
<tr>
<td>19</td>
<td>Subtotal (sum of Items 8, 16, 17 and 18):</td>
<td>$___________</td>
</tr>
<tr>
<td>20</td>
<td>Gross Receipts Tax _________% of Line 19:</td>
<td>$___________</td>
</tr>
<tr>
<td>21</td>
<td>General Contractor’s total cost (sum of Lines 19 and 20):</td>
<td>$___________</td>
</tr>
</tbody>
</table>

* Allowable costs and percentages shall not exceed those indicated in Article 7.2.5.
DISTRICT: Rio Rancho Public Schools  
PROJECT: District Office Phase 3 Renovations  
DATE: _________________  

CHANGE ORDER NO: _01__________  

PROJECT NUMBER: _____________  
CONTRACT NO: ________________  
ARCHITECT’S PROJECT NO: 259(O) ____________  

CONTRACTOR: _______________  

NOT VALID UNTIL SIGNED BY THE OWNER(S). Signature of the Contractor indicates agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The Original Contract Sum was (incl. NMGRT) $ ............................................................
Net change by previously authorized Change Orders $ 0
The Contract Sum prior to this Change Order was (incl. NMGRT) $ ............................................................
The Contract Sum will be decreased by this Change Order in the amount of (incl. NMGRT) $ ............................................................
The new Contract Sum including this Change Order will be (incl. NMGRT) $ ............................................................

The Contract Time will be increased by ______ days
The date of Substantial Completion as of the date of this Change Order therefore is ______
Otherwise Parties agree by checking here □:

that at the time of this Change Order, there is no agreement on adjustment to the Contract Time related to MCR(s) (List MCR’s by their number or write all in this Change Order). 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.

<table>
<thead>
<tr>
<th>MCR #</th>
<th>SHORT DESCRIPTION</th>
<th>DISTRICT AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>One</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

TOTAL (incl. NMGRT) $   

By: ________________________  
Alfred R. Sena  
DISTRICT REPRESENTATIVE  
Date: ________________________

By: ________________________  
Contractor  
Date: ________________________

By: ________________________  
John W. Barton, AIA  
John Barton Architects, LLC  
Date: ________________________
STATE OF NEW MEXICO
PUBLIC SCHOOL FACILITIES AUTHORITY
PUBLIC SCHOOL CAPITAL OUTLAY COUNCIL

General Conditions of the Contract for Construction
2010 Edition, Version 3.1

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ARTICLE 1    GENERAL PROVISIONS
1.1    BASIC DEFINITIONS
1.1.1 THE CONTRACT DOCUMENTS
The Contract Documents consist of the Agreement between Owner and Contractor (hereinafter the Agreement), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and Addenda issued prior to execution of the Contract, and Modifications. Modifications are (1) a written amendment to the Contract signed by Owner and Contractor, (2) Modification / Change Request hereinafter referred to as MCR approved by Owner, Contractor and Design Professional, (3) Change Order, or (4) a written order for a minor change in the Work, hereinafter referred to as Supplemental Instruction issued by the Design Professional. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as bidding requirements (advertisement or Invitation to Bid, Instructions to Bidders, sample forms, the Contractor's bid 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 Design Professional and Contractor, (2) between the Owner and a Subcontractor, Material Supplier and Equipment Supplier, (3) between the Owner and Design Professional or (4) between any persons or entities other than the Owner and Contractor. The Design Professional shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Design Professional's duties.

1.1.2.1 Each and every provision of law and clause required by law to be inserted in this Contract shall be read and enforced as though it were included herein; and if through error or otherwise any such provision is not inserted, or is not correctly inserted, then upon the written application of either party the Contract shall be amended without cost to make such insertion or correction and that the remainder of this Contract shall remain in effect and not be affected thereby.

1.1.3 THE WORK
The term "Work" means the construction and services required by or reasonably inferable from the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the results indicated by the Contract Documents in a safe, expeditious, orderly and workmanlike manner in keeping with current standards of the industry. The Work may constitute the whole or a part of the Project.

1.1.4 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 or by separate contractors.

1.1.5 THE DRAWINGS
The Drawings are the graphic and pictorial portions of the Contract Documents showing, the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

1.1.6 THE SPECIFICATIONS
The Specifications are the written requirements of the Contract Documents for products, materials, workmanship, and performance of related services.

1.1.7 THE PROJECT MANUAL
The Project Manual is the volume of written Construction Documents typically containing Bidding Requirements, contract forms, Conditions of the Contract and Specifications.

1.1.8 PUNCH LIST
A punch list is a comprehensive list of incomplete, defective or incorrect Work prepared by the Contractor, Design Professional or Owner to indicate Work required to be completed. Specific punch lists required by the Contract Documents include the Substantial Completion Punch List created by the Contractor prior to application for Substantial Completion in accordance with Paragraph 9.8, and that includes the Close-Out Punch List as required by Paragraph 9.10, and any other punch list created by the Owner or Design Professional for the purposes of this Paragraph and otherwise successful completion of the Work.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS
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.

1.2.2 Reasonably Inferable, as used in this Contract, shall mean information or knowledge that is derivable or evident by prudent and diligent examination of the Contract Documents and other information reasonably available by the Contractor or Subcontractor knowledgeable in their field and includes items:

1. specified in the Contract Documents required to complete the Work, but not graphically indicated. Contractor shall provide the minimum product or work necessary to fulfill the specifications or otherwise the requirements of any industry standards, such as, but not limited to, final function of Work such as strength, profile, or use as indicated by the Contract Documents; and,

2. shown or graphically indicated as required to complete the Work but not specified. Contractor shall provide the minimum product or work necessary to complete the depicted Work, such as, but not limited to, final function of Work such as strength, profile, or use as indicated by the Contract Documents.

1.2.3 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings are for convenience of reference only and shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.
Such separation will not operate to make the Owner or Design Professional an arbiter of labor disputes or work agreements.

1.2.4 Words shall be first interpreted within the context they are used and by definition, if any, provided by the Contract Documents themselves. Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in accordance with such recognized meanings. If the meaning of a word is not clear from the Contract Documents or have a well-known technical or construction industry meaning, the Webster's Collegiate Dictionary, current at time of contract, meaning shall apply.

1.2.5 INCONSISTENCIES
In the event of conflicts in the Contract Documents, the most restrictive or otherwise most beneficial to the Owner shall apply to all similar conditions. Other rules for conflicts in the Contract Documents shall be that:

1. Addenda shall govern over all other Contract Documents and subsequent Addenda shall govern over prior Addenda only to the extent modified;
2. between drawings and specifications, the specifications shall govern;
3. within the drawings:
   a) schedule, when identified as such, shall govern over notes or other directions included within the drawings.
   b) specific note shall govern over general note.
   c) note evidently intended to be used as a general or typical note, shall be used as such throughout.
   d) dimensions provided shall take precedence over scaled measurements.
   e) large scale drawings shall take precedence over smaller scale drawings; and
4. General Conditions shall govern over all sections of the Contract Documents, except as modified by Supplementary General Conditions or Addenda.
5. The Contractor shall comply with the provisions of Article 3.2 in providing notification of conflict within the Contract Documents, regardless of rules governing such conflicts and contained in this subparagraph.

1.3 CAPITALIZATION
1.3.1 Within the General Conditions, these terms are capitalized when they are used specifically in relations to the Agreement: Owner and Contractor who are parties to this Agreement, Design Professional who performs services under agreement with the Owner, Subcontractors who perform work under subcontract at any tier with the Contractor, the various Bidding and Contract Documents, Project, Work, titles of numbered Articles and Paragraphs within the Contract Documents, and names used to identify parts of the Project. When these terms are used generically and not specifically associated with the Project, they are not capitalized.

1.4 INTERPRETATION
1.4.1 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 EXECUTION OF CONTRACT DOCUMENTS
1.5.1 The Contract Documents shall be signed by the Owner and Contractor. If either the Owner or Contractor does not sign all the required documents of the Contract Documents, the Design Professional shall identify such unsigned documents.

1.5.2 Execution of the Contract by the Contractor is 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.

1.6 OWNERSHIP AND USE OF DRAWINGS AND SPECIFICATIONS
1.6.1 Drawings, specifications and copies thereof shall remain the Owner's property. They are not to be used on another project. Neither the Contractor nor any Subcontractor, material supplier or equipment supplier or any person or entity shall own or claim a copyright to any Drawings, Specifications or any other documents prepared or developed for definition of the Work. The Owner will retain all common law, statutory and other reserved rights, in addition to the copyrights. The Contractor, Subcontractors, material suppliers and equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents for use in the execution of their Work under the Contract Documents. 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 Owner's copyrights or other reserved rights.

2.1 GLOSSARY OF COMMONLY-USED TERMINOLOGY
2.1.1 These General Conditions utilize specific terms which relate to the Owner's organization, systems, and standard forms and documents. Examples of such terms are listed and defined as follows:

1. "Modification Change Request (MCR)" is a written document required by the Owner on matters involving changes in the Work, and as defined by Paragraph 7.2.

2. "PSFA-CIMS" is the PSFA internet-based project communications system required for use on the Project, as defined in Subparagraph 4.2.4.3.

3. "Public School Capital Outlay Council (PSCOC)" is the body with responsibility to approve allocations for public school capital outlay assistance.

4. "Public School Facilities Authority (PSFA)" is the agency, under the Public School Capital Outlay Council (PSCOC) charged with the responsibility for overseeing projects.

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 Subparagraph 4.2.1, the Design Professional does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

2.1.2 If Project includes PSCOC funding then:
1. the Owner, referred to throughout the Contract Documents, shall be interpreted to be both the School District and the Public School Facilities Authority (PSFA) as if singular in number; and,
2. there shall be two (2) Owner representatives - ONE REPRESENTING School District and one representing PSFA. Agreement by both representatives shall be required in all instances where the Contract Documents require Owner approval; and,
3. provisions of Subparagraph 4.2.4.3 requiring use of the PSFA CIMS system shall apply; and,
4. Work shall be fully in accordance with the Contract Documents, including all contractual and implied responsibilities; and,
5. after Final Completion in accordance with Paragraph 9.11 the Contract requirements shall recognize only the School District as the Owner.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 The Owner shall, at the written request of the Contractor, prior to commencement of the Work and thereafter, furnish to the Contractor reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Furnishing of such evidence shall be a condition precedent to commencement or continuation of the Work. After such evidence has been furnished, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

2.2.2 Except for permits and fees, including those required under Subparagraph 3.7.1, which are the responsibility of the Contractor under the Contract Documents, 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 that shall include utility expansion charges but, not tapping fees.

2.2.3 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.

2.2.4 Unless stated otherwise in the Contract Documents, the Owner shall furnish in accordance with Article 6 specific testing, adjusting and compliance monitoring and explicitly:
1. geotechnical testing and analysis including soil testing and compaction, but excluding load testing for caissons and piers; and,
2. concrete testing including slump analysis and compression testing with, at the Owner's request, the Contractor responsible for forming test cylinders or similar; and
3. testing and balancing of heating and air-conditioning systems with the Contractor responsible for timely, diligent and coordinated corrections to Work required until performance is compliant with the Contract Documents.
The Contractor shall be responsible for testing and costs as defined by Paragraph 13.5 and Subparagraph 12.2.1.1.

2.2.5 Information or services required of the Owner by the Contract Documents shall be furnished by the Owner with reasonable promptness. Any other information or services relevant to the Contractor's performance of the Work, under the Owner's control, shall be furnished by the Owner after receipt from the Contractor of a written request for such information or services.

2.2.6 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, five (5) copies of Drawings and Project Manuals; however, the Contractor may have more copies free of charge if they are available without additional cost to the Owner.

2.3 OWNER'S RIGHT TO STOP THE WORK

2.3.1 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Paragraph 12.2 or persistently 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 Subparagraph 6.1.3.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

2.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven (7) 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 after such seven (7) day period, without prejudice to other remedies that the Owner may have, correct such deficiencies. In such case, an appropriate Modification in accordance with Article 7 shall be issued deducting from payments then or thereafter due the Contractor for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Design Professional's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

2.4.2 If in the event that the Contractor defaults or neglects to carry out the Work to final completion in keeping with the Substantial Completion Schedule provided in accordance with Subparagraph 9.8.2 and, fails within a seven (7) day period after receipt of written notice from the Owner to correct such default with diligence and promptness, the Owner may after such seven (7) day period, without prejudice to other remedies, correct Punch List and Close-Out deficiencies to achieve project completion without further notice to the Contractor or its surety. In such case, an appropriate Modification in accordance with Article 7 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 Design Professional's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.
2.4.3 In carrying out the Owner's right to complete the Work in accordance with Paragraph 2.4, the Owner shall have the right to exercise the Owner's sole discretion as to the manner, methods and reasonableness of costs of completing the Work.

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 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 Design Professional in the Design Professional's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than Contractor.

3.1.4 The Contractor shall, prior to bid, be properly licensed according to the requirements of the Construction Industries Licensing Act, Chapter 60, and Article 13 NMSA 1978 and shall ensure to the Owner that such license shall remain in effect for the duration of the Work and warranty periods.

3.1.5 Debarred or Suspended Contractors: A business (Contractor, Subcontractor, or supplier) that has either been debarred or suspended pursuant to the requirements of Sections 13-1-177 through 13-1-180, and 13-4-11 through 13-4-17, NMSA 1978, shall not be permitted to do business with the State and shall not be considered for award of contract during the period for which it is debarred or suspended.

3.1.6 Bribes, Gratuities and Kickbacks

3.1.6.1 It is illegal in the State of New Mexico for any public employee to solicit or accept anything of value in connection with award of contract for this Bid and for any person to offer or pay anything of value to any such public employee (30-24-1 and 30-24-2, NMSA 1978).

3.1.6.2 Pursuant to Section 13-1-191, NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including 30-24-1, 30-24-2, and 30-41-1 through 30-41-3, NMSA 1978), which prohibit bribes, kickbacks, and gratuities, and violation of which constitutes a felony. Further, the Procurement code (13-1-28 through 13-1-199, NMSA 1978) imposes civil and criminal penalties for its violation.

3.1.7 Assignment of Antitrust Claims

3.1.7.1 The Contractor agrees that any and all claims that the Contractor may have or that may inure to the Contractor for overcharges resulting from antitrust violations as to goods, services, and materials purchased in connection with this Bid are hereby assigned to the State of New Mexico, but
only to the extent that such overcharges are passed on to the State. The Contractor further agrees to require each of its Subcontractors and suppliers to assign any and all such claims for overcharges to the State by executing an assignment on the form provided by the Owner for such purpose. The executed forms (see Section 00 4336 of the Bid Documents) shall be submitted prior to the commencement of the Work or the supplying of any materials by the supplier or Subcontractor. The submission of this executed form may be waived by the Owner upon a showing of a good-faith effort by the Contractor to obtain agreement in writing from its supplier or Subcontractor. Waiver by the Owner will not unreasonably be denied.

3.1.7.2 It is agreed that the Contractor retains all rights to any such antitrust claims to the extent of any overcharges not passed on to the State, including the right to any treble damages attributable thereto.

3.1.8 Contracts with Nonresident Persons or Partnerships or Un-admitted Foreign Corporations; Agent for Service of Process

If Contractor is a non-resident person or partnership or a foreign corporation not admitted to do business in the State, Contractor will comply with all requirements of NMSA 1978 §§ 13-4-21 through 13-4-24 for designation of an agent for service of process.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1 Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Subparagraph 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 construction by the Contractor and for the purpose of discovering errors, omissions in the Contract Documents; any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly in writing to the Design Professional as a Request for Interpretation in accordance with Subparagraph 3.2.4.

3.2.1.1 Before ordering any materials or proceeding with Work, the Contractor and Subcontractors shall verify measurements at the Work site and shall be responsible for the correctness of such measurements.

3.2.2 Any design errors or omissions noted by the Contractor during this review shall be reported promptly in writing to the Owner and to the Design Professional, but 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. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any suspected non conformity discovered by or made known to the Contractor shall be reported promptly in writing to the Owner and to the Design Professional. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Design Professional and Owner, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.
3.2.3 If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the Design Professional in response to the Request for Interpretation pursuant to Subparagraphs 3.2.1 and 3.2.1.1, the Contractor shall make Claims as provided in Subparagraphs 4.3.6 and 4.3.7. If the Contractor fails to perform the obligations of Subparagraphs 3.2.1 and 3.2.1.1, the Contractor shall pay such costs and damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents as would have been avoided if the Contractor had performed such obligations.

3.2.4 REQUEST FOR INTERPRETATION

3.2.4.1 Any question concerning a variation or deviation from the Contract Documents, including a minor change in the Work found necessary due to actual field conditions, shall be submitted to the Design Professional as a Request for Interpretation (RFI) for review and resolution before proceeding with the Work. When submitting an RFI, the Contractor must provide all information necessary for the Design Professional to promptly process, including detailed:

1. reference(s) to Specification number, Drawing page and detail, and the like;
2. description of issue;
3. drawings, photos or sketches of conditions, if necessary; and,
4. submittals or other information as necessary to facilitate resolution.

3.2.4.2 Request for Interpretation may be initiated only by the Contractor and shall be answered by Design Professional within ten (10) days, or other reasonable time agreed upon between the parties. All Subcontractor RFI's must be initiated through the Contractor. All answers to RFI's by the Design Professional's consultants or Owner must be initiated through the Design Professional.

3.2.4.3 If substitutions are allowed after the contract award, RFI shall not be used for any substitution request (see Subparagraph 3.4.2).

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 Design Professional and shall not proceed with that portion of the Work without further written instructions from the Design Professional with concurrence from the Owner. 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 resulting loss or damage not due to negligence of the Contractor, its employees, subcontractors or their agents or employees. This paragraph shall not be deemed to create a duty on the part of the Design Professional or the Owner to the Contractor, Subcontractor or their employees to monitor for jobsite safety.
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.

3.4.2 The Contractor may request substitution of material only if:
   1. allowed after the contract award;
   2. all supporting information has been evaluated and approved by the Contractor;
   3. includes a detailed itemized comparison of the proposed substitution with the specified product;
   4. acceptance does not include substantial revision of Contract Documents, unless Contractor agrees to reimburse the Owner for those costs; and,
   5. substitution request is submitted as a formal MCR with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order.

3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

3.5 WARRANTY
3.5.1 The Contractor warrants to the Owner and Design Professional that materials and equipment furnished under the Contract will be of good quality and new, unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance and improper operation, or normal wear and tear and normal usage. If required by the Design Professional, the Contractor shall furnish satisfactory evidence as to kind and quality of materials and equipment.

3.6 TAXES
3.6.1 Gross Receipts Tax (GRT)
3.6.1.1 Section 7-10-4, NMSA 1978 provides that any person (as defined in Section 7-10-3, NMSA 1978) performing services for the State, as those terms are used in the Gross Receipts Tax
Registration Act (Chapter 7, Article 10, NMSA 1978), must be registered and be issued an identification number with the Taxation and Revenue Department to pay the GRT.

3.6.1.2 The identification number is needed to properly complete the approval process of the Contract; therefore, so as to cause no delay in the processing, the Contractor must register with the Department. For information:

Taxation and Revenue Department
P.O. Box 630
Santa Fe, New Mexico 87504-0630
TELEPHONE: (505) 827-0700
TRD Website: www.state.nm.us/tax/
or, TRD District Office in Albuquerque, Farmington, Las Cruces, Santa Fe or Roswell.

3.6.1.3 The Contractor shall pay New Mexico Gross Receipts and other applicable taxes specific for the Work provided by the Contractor which are legally enacted when bids are received or negotiations concluded.

Exception: Contractor shall not be responsible for any Tribal Employment taxes, such as, NBAT or TERO taxes.

3.6.1.4 Failure of the Contractor to be registered with TRD for payment of Gross Receipts Tax will result in all payment to Contractor to be withheld until Contractor provides adequate evidence of registration with TRD.

3.6.2 Nonresident Contractor's Requirements for Gross Receipts Tax Surety Bond
3.6.2.1 Section 7-1-55A, NMSA 1978 provides that any person (as defined in Section 7-1-3, NMSA 1978) engaged in the construction business who does not have his principal place of business in New Mexico and enters into a prime construction contract to be performed in this State shall, at the time such contract is entered into, furnish the Taxation and Revenue Department with a surety bond or other acceptable security in a sum equivalent to the gross receipts to be paid under the contract multiplied by the applicable rate of the GRT to secure payment of the tax imposed on the gross receipts from the Contract. He shall obtain a certificate from the Taxation and Revenue Department that the requirements of this paragraph have been met.

3.6.2.2 If the total sum to be paid under the Contract is changed by ten percent (10%) or more after the date the surety bond or other acceptable security is furnished to the Director or his delegate, such person shall increase or decrease, as the case may be, the amount of the bond or security within fourteen (14) days after the change (7-1-55B, NMSA 1978).

3.6.2.3 In addition to the above requirements, the Contractor will be subject to all the requirements of Section 7-1-55, NMSA 1978.

3.7 PERMITS, FEES AND NOTICES
3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the Building Permit and other permits and governmental fees, licenses and inspections and Certificate of Occupancy necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are
received, negotiations concluded, and facilities occupied. Changes or modifications to the work shall include all requirements of this paragraph.

3.7.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work. Certificates of Inspection, use and occupancy will be delivered to the Owner upon completion of the Work in sufficient time for occupation of the facility in accordance with the approved schedule for the Work. Contractor shall deliver a photocopy of the Building Permit will be delivered to the Design Professional and Owner as soon as it is obtained.

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;
3. whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by appropriate Modification in accordance with Article 7. The amount of the Change Order shall reflect:
   a) the difference between actual costs and the allowances under Clause 3.8.2.1; and,
   b) changes in Contractor's costs under Clause 3.8.2.2.

3.8.3 Materials and equipment under an allowance shall be selected by the Owner in sufficient time to avoid delay in the Work.

3.9 SUPERINTENDENT

3.9.1 The Contractor shall employ a competent Superintendent, who is acceptable to the Owner, 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. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

3.9.2 Within ten (10) days after Notice of Award and commencement of the Work, the Contractor shall submit to the Design Professional, for the Owner's consideration for approval, a resume and Statement of Qualification of proposed Superintendent(s) and assistants. During construction, the Contractor shall replace individuals who are no longer acceptable to the Owner and shall submit a resume and Statement of Qualification for proposed replacements.
3.10 CONTRACTOR'S SCHEDULES, LOGS, MEETINGS AND REPORTS

3.10.1 The Contractor, promptly after being awarded the Contract and before the first payment application, shall prepare and submit for the Owner's and Design Professional's information a Critical Path Construction Schedule for the Work that indicates the intended start and completion of the various construction activities, which shall be implemented and adhered to by the Contractor, Subcontractors, material suppliers and equipment suppliers. At a minimum, the schedule shall be a GANTT type schedule and shall not exceed time limits allowed by the Contract Documents with no fewer work breakdown events than line items of the Schedule of Values. The Schedule will incorporate and make provisions for significant known Owner activities, holidays and other special occasions. The Contractor will acknowledge that a reduction in activity may be necessary during the time prior to and during periods of special Owner events or occasions. The schedule shall be revised to indicate Work complete before each payment application and at appropriate intervals as required by the conditions of the Work and progress of the Work. The revised schedule 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 including, but not limited to time recovery strategies and Recovery Plan, if progress of the Work is behind schedule.

3.10.1.1 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Design Professional.

3.10.2 The Contractor shall prepare before the second payment application and keep current, for the Design Professional's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Design Professional fourteen (14) days, or as otherwise agreed between the parties, to review submittals. A Submittal Log shall be maintained by the Contractor indicating for each scheduled submittal, the appropriate specification number, the date of submission, the date of approval and any re-submittals.

3.10.3 Weekly Meeting: Prior to the start of Work on the site and in no event later than the first payment application, the Contractor shall establish a weekly meeting time with the Owner and Design Professional and shall establish an agenda for the meeting. Contractor shall host the weekly job site meeting and shall maintain meeting minutes and distribute such notes to all parties in attendance and to those requested at the next meeting within three (3) days of the meeting. The meetings shall include but not be limited to:

   1. adoption of previous week's meeting notes that include list of attendees;
   2. new business;
   3. old business;
   4. items requiring action with those assigned to action and expected action date;
   5. outstanding RFI's;
   6. outstanding submittals; and,
   7. other business including review of Progress Report or Payment Application if appropriate.

Meetings shall be open forum, chaired by the Contractor and shall include any Subcontractors doing work or anticipating work in the near future or for any other reason, Owner, any entities that the Owner would like to attend, including User Representative or users of completed project, Design Professional, any consultant(s) to the Design Professional who have or will have any work under way associated with the consultant’s specialty. The Contractor shall alert the Owner and Design Professional as to which consultants are requested to attend the next meeting and include request in
the meeting minutes. Phone or web conferencing may be used if effective in the opinion of the Owner.

3.10.3.1 **Progress Report:** Each month, at the regularly scheduled weekly meeting that is just prior to the Contractor submitting the Payment Application for that month; the Contractor shall present a Progress Report. The Contractor prepared Progress Report shall review the Project Schedule, review the Schedule Recovery Plan if necessary, and review the Three-Week-Look-Ahead Schedule.

3.10.3.2 The Contractor prepared Three-Week-Look-Ahead Schedule shall include specific details of Work expected to be accomplished three weeks into the future, identify critical path Work to be completed, and identify potential obstacles including RFIs, submittals, material deliveries, utility hook-ups or any other event or task that might hinder the progress of the Work.

3.10.4 **Emergency Contact List:** The Contractor shall at the first weekly meeting, deliver to the Owner and the Design Professional an Emergency Contact List that will include emergency contacts for every company that has worked or will do work on the Project. List shall include company, main office number, after hours office number(s); and, both a primary and secondary contact name, cell number and home number. The Contractor shall keep the Emergency Contact List current and distribute the most current version to Owner and Design Professional.

3.10.5 **Daily Report:** The Contractor shall prepare a Daily Report each day that Contractor, Subcontractors or any other entity are on the Project. The Daily Reports shall be maintained at the site, be well organized and include:

1. report date and who prepared the report;
2. weather conditions - low temp, high temp, visibility, humidity, wind, wind direction, cloud conditions, precipitation amount, other notes;
3. companies present by name and their - number of workers, work location, total man hours that day for each company;
4. equipment - type, source, units of work done, location of work, hour meter reading;
5. material brought to site - description, units, quantity, quality, location, time;
6. visitors to site - name, company, time;
7. safety concerns - company, contact, noticed by, work activity, safety issue, requirement, outcome; and,
8. quality assurance and control - company, description of issue, specification section, issued by.

3.11 **DOCUMENTS AND SAMPLES AT THE SITE**

3.11.1 The Contractor shall maintain at the site for the Owner, one record copy of the As-Built Drawings, Specifications, Addenda, Modification / Change Requests, and other Modifications, in good order and marked currently to record field changes and selections made during construction, as well as, one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals, and Meeting Notes and Daily Job Reports. These shall be available to the Design Professional and the Owner and shall be delivered to the Design Professional for submittal to the Owner upon completion of the Work. Information maintained in PSFA-CIMS in accordance with Subparagraph 4.2.4.1 with web access at the site shall be considered "at the site".
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 for a 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 which 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 submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Design Professional is subject to the limitations of Subparagraph 4.2.7. Informational submittals upon which the Design Professional is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned without action.

3.12.4.1 Shop Drawings, Product Data, Samples and similar shall not be submitted on a "piece meal" basis and shall be submitted in packages, in accordance with the Construction Documents, so that like or interrelated submittals, that must be compared or correlated one to another, are submitted together. Submittals not submitted as a package so that they may be compared one to another for approval or other action shall be returned to the Contractor without review but, with explanation by the Design Professional as why and what is required when re-submitted. For example, finish materials such as tile, carpet, wall covering and paint shall be submitted as a package.

3.12.4.2 If substitutions are allowed after the contract award, a submittal shall not be used for any substitution request (see Subparagraph 3.4.2).

3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Design Professional Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents 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. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Design Professional without action.

3.12.6 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals 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 submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Design Professional and, if required, by the Jurisdiction Having Authority.

3.12.8 The Work shall be in accordance with approved submittals, except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Design Professional's approval of Shop Drawings, Product Data, Samples or similar submittals, unless the Contractor has substitution approved in accordance with Subparagraph 3.4.2, or unless the Contractor informed the Design Professional in writing of such deviation at the time of submittal and the Design Professional has given written approval to the specific deviation as a minor change as a Supplemental Instruction. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Design Professional's approval thereof.

3.12.9 The Contractor shall direct specific attention, in writing on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Design Professional on previous submittals. In the absence of such written notice the Design Professional’s approval of a resubmission shall not apply to such revisions.

3.12.10 The Contractor shall not be required to provide professional services which 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 Design Professional 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 submittals prepared by such professional. The Owner and the Design Professional shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such Design Professionals, provided the Owner and Design Professional have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Subparagraph 3.12.10, the Design Professional 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.

3.12.11 The Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

3.13 USE OF SITE
3.13.1 The Owner assumes no responsibility or liability for the physical conditions or safety of the Work site or for any improvements located on the Work site. The Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be
required to make any adjustment to either the Contract Sum or Contract Time concerning any failure by the Contractor or Subcontractor to comply with the requirements of this Paragraph 3.13.

3.13.2 The Contractor will bear the cost and make the necessary arrangements and provisions for all construction water required during the entire construction period through the Owner or otherwise.

3.13.3 The Contractor will bear the cost and make the necessary arrangements and provisions for all construction electricity including distribution required during the entire construction period through the Owner or otherwise.

3.13.4 The Contractor will bear the cost and be responsible for temporary lighting, heating and cooling for the entire project.

Exception: If available and at no premium cost to the Owner, the Owner will at no cost to the Contractor, allow the Contractor to utilize the Owner’s existing lighting, heating and cooling providing Contractor will return systems to like or better condition that shall include, but not be limited to, new lamping, new filters, and the like.

3.13.5 Any temporary utility or other work done by the Contractor to accommodate Work requirements shall be removed at the conclusion of the Work and all finishes shall be repaired to match the existing, or in the areas of new construction, equal to or exceeding the requirements of the Contract Documents.

3.13.6 The Contractor shall request in writing any utility shut downs well in advance of necessity of any shut down and shall not proceed with any shut down without prior Owner approval. The Owner shall not be required to make any adjustment to either the Contract Sum or Contract Time concerning any failure by the Contractor or Subcontractor to comply with the requirements of this Subparagraph 3.13.3.

3.13.7 The Contractor shall provide and maintain a suitable temporary main field office at the Project site. The Office may be in, or a part of, the existing facility, provided that prior approval is obtained from the Owner. The Contractor will move or remove their office from the existing facility at the request of the Owner.

3.13.8 The Contractor may, if space is available, allow Subcontractors, material suppliers and equipment suppliers to provide and maintain field offices or storage trailers on the Project site for their own use. Locations and size of any office or storage trailers shall be as approved by the Contractor and Owner prior to their placement on site. The Owner or Contractor may at any time require any temporary building or trailer to be moved or removed.

3.13.9 The Contractor shall conduct and confine operations at the site to areas as permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.13.10 All project related vehicles either company or personal vehicles may park on-site only in areas designated by the Owner and Design Professional. Parking will only be provided to the extent space on site will allow. All Contractors’ parking must be well removed from normal facility traffic, and especially away from any pedestrian crossings, walkways, or drop off or loading areas.
3.13.11 All Contractor access to the Project site shall be by a designated construction entrance as directed by the contract documents, the Design Professional and the Owner, and shall be enforced by the Contractor.

3.13.12 Access to existing facility work areas, either occupied or not occupied, shall be controlled by the Owner. Every effort will be made by the Contractor to cooperate with the Owner’s security requirements and policies. Access to a work area must be in accordance with the times and conditions scheduled and agreed to by all parties. Any access, other than at normally scheduled work times, must be coordinated with the Owner or Owner’s appointee at least 48 hours in advance. The Owner has the right to restrict or limit access as necessary to meet their needs, especially in regard to security and safety. Each Contractor, Subcontractor, or supplier’s full cooperation is required.

3.13.13 The Project working hours shall be those established by the Contract Documents and as agreed by the Owner. Any changes in project working hours such as adding shift work, extending work day hours or other similar changes must be submitted least forty-eight (48) hours in advance to the Owner for consideration.

3.13.14 Contractor shall make every effort to minimize disruptions such as noise or dust and shall provide safe access and egress to the Owner’s operations, facility, portion of facility, or surrounding areas, including, but not limited to neighborhood or community, and shall, to inform and gain approval from the Owner of planned work, prepare and present to the Owner and Design Professional for Owner approval prior to beginning construction or using the site a:

1. schedule for the work, to include phasing plans, proposed hours of operations, and activities to take place on weekends, school holidays and/or other special access requirements;
2. site logistics plan, showing proposed secure and fenced areas, locations and types of temporary barricades, material storage and staging areas, school property entrances used for material deliveries, and special material or equipment storage requirements. This plan will include a description and proposed location for the Contractor’s temporary office, storage trailers, Subcontractor’s trailers, sanitary facilities, employee parking areas, etc.;
3. detailed construction and phasing plan, to include locations of proposed temporary dust or noise partitions, alternate emergency egress routes, temporary facilities, means and path of moving materials and equipment into the facility, and provisions for maintaining and supplying required utility services; and,
4. routing plan to maintain safe ingress and egress to all areas at all times for students, staff and public either nearby or within the Project site that shall include re-routing pedestrian ways, re-routing traffic, erect routing signs, building of bridges, barricades, pedestrian tunnels, or whatever effort that will best accommodate Owner operations and provide required protection while work is in progress ensuring that no entrances or exits are blocked, closed off, or restricted in any way unless prior approval is granted by the Owner and the Fire Marshall or other jurisdiction having authority.

3.13.15 Contractor shall ensure that any and all of the Contractor’s flammable liquids are stored outside of the building, and transported in approved containers. Paint, paint thinners, gasoline, oil, roofing materials or other flammable materials shall be stored fifty (50) feet, or more, outside of all buildings, marked as to contents and properly protected. The Contractor shall not pour flammable or toxic solvents, thinners, etc., into drains and sewers.
3.13.16 Whenever electric light for illumination purposes is found necessary for the safe progress of the work, the Contractor shall provide such lights as may be required to properly execute the work. This temporary lighting shall be constructed and arranged as not to interfere with the progress of other trades or Contractors working in the facility. This system of temporary lighting shall be erected and maintained strictly in accordance with the controlling codes and OSHA standards. The Contractor shall furnish all bulbs and temporary lighting devices required to carry on the work for all Trades under their Contract.

3.13.17 In accordance with Paragraphs 3.15, 6.3, 10.2 and others of the General Conditions, the Contractor shall be responsible for the daily removal and disposal of all rubbish, debris and trash from the site and building which results from Work. The Contractor shall provide a dumpster, or other trash removal facility, for use by their Subcontractors and all rubbish, debris and trash shall be deposited in Contractor provided containers located at an approved location on the site. There shall be no burning of trash or other open fires on the site. If in the opinion of the Owner neatness is not maintained, the Owner may following appropriate notice to the Contractor, have the area cleaned and withhold cost from any amounts owing to Contractor.

3.13.18 The Contractor shall, at the completion of Work in a given area, expeditiously remove all surplus material, equipment, and debris of every nature resulting from their operations, and put the areas in a neat, clean, and orderly condition. At Final Completion of the Project or an area of the Project, the Contractor shall final clean from top to bottom inside and out everything to the Owner’s satisfaction that including plumbing fixtures, equipment, windows, floors, walls, light fixtures and the like in accordance with Paragraph 3.15 of the General Conditions.

3.13.19 The Contractor shall in accordance with Article 10, afford protection to all adjacent areas, buildings, roads, walks, and all other property adjacent to their work. Any portion of a building or other property damaged during construction operations shall be promptly, properly and thoroughly repaired and replaced without cost to the Owner.

3.13.20 Contractor shall maintain a safety plan that includes how the Contractor proposes to meet all OSHA and related requirements, details on safety equipment to be utilized, how the potential for fire and other potential hazards will be addressed, welding and cutting procedures and, how the Contractor will maintain safety related systems such as fire alarms, intercoms, and sprinklers while the Work is proceeding in accordance with Paragraph 3.3 and other parts of the General Conditions.

3.13.21 Jobsite Requirements Pertaining to Personnel:
1. All personnel on site, directly or indirectly in the employ of Contractor, are restricted from any interaction with any Owner Staff, Students, or other members of the public while on, or adjacent to Owner property except through jobsite meetings in accordance with Subparagraph 3.10.3 or as otherwise determined by the Owner;
2. shall remain in their designated work areas. Communications with any non-project related persons on or near the site shall be through project Superintendent;
3. no firearms or any other types of weapons, of any sort will be allowed on site. If any person is found to be in possession of any Firearm, of any kind, they will be directed to leave immediately and will not be allowed to return. This includes any firearms found in Company or Private vehicles, tool boxes or brought on site in any other manner;
4. it is the policy of the Owner to prohibit smoking on any occupied school campus and on a new, un-occupied, site to limit smoking to designated areas;
5. it is the policy of the Owner to prohibit use, possession, sale, and distribution of alcohol, drugs, or other controlled substances on its premises and to prohibit the presence of an individual with such substances in their body from the workplace, the Contractor shall enforce this policy; and,
6. Contractor agrees that any employee who is found in violation of requirements of this Paragraph, or of the Contract Documents, or who refuses to permit inspection shall be barred from the Project site at the discretion of the Owner in accordance with Subparagraph 13.8.4.1.

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.

3.14.1.1 Cutting and patching shall be done by individuals skilled in working the materials involved so to prevent a reduction of visual qualities or resulting in substantial evidence of the cut-and-patch work.

3.14.2 The Contractor shall not damage or endanger a portion of the Work, fully or partially completed, or existing 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 will 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 on a daily basis 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 from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials and shall then thoroughly clean the premises and the site to the Owner's satisfaction.

3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor in accordance with Paragraph 6.3.

3.16 ACCESS TO WORK
3.16.1 The Contractor shall provide the Owner and Design Professional access to the Work in preparation and progress wherever located.

3.17 ROYALTIES, PATENTS AND COPYRIGHTS
3.17.1 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 Design Professional 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 manufacturer is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Design Professional. 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 in writing to the Design Professional.

3.18 INDEMNIFICATION

3.18.1 To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by Project Management Protective Liability insurance purchased by the Contractor in accordance with Paragraph 11.3, the Contractor shall indemnify and hold harmless the Owner, Design Professional, Design Professional'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 which would otherwise exist as to a party or person described in this Paragraph 3.18.

3.18.2 In claims against any person or entity indemnified under this Paragraph 3.18 by an employee of the Contractor, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Subparagraph 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, Subcontractor under any Liability Insurance, Workers' Compensation Acts, Disability Benefit Acts or other employee benefit acts.

3.19 REPRESENTATIONS AND ASSURANCES

3.19.1 The Contractor, in addition to the requirements of the Contract Documents, represents to the Owner, as an inducement to the Owner to execute the Owner-Contractor Agreement, which representations will survive the execution and delivery of the Agreement and the completion of the Work that Contractor:

1. is financially solvent, able to pay debts, and has sufficient working capital to complete the Work;
2. is able to furnish the plant, tools, materials, supplies, equipment, skilled labor and sufficient experience and competence required to complete the Work equal to or exceeding industry standards;
3. in accordance with Subparagraph 3.1.4, is authorized and properly licensed to do business in the State of New Mexico and in the locale where the Work is located;
4. in execution of the Agreement and performance thereof is within the Contractor's duly authorized powers; and,
5. Subcontractors, material suppliers and equipment suppliers have visited the site of Work and have become familiar with the conditions under which the Work is to be performed, obtained all available information and have correlated observations and acquired information with the requirements of the Contract Documents including conditions:
   a) bearing upon access to the site, accommodations required, transportation, disposal, handling and storage;
   b) affecting availability of labor, materials, equipment, water, electricity, utilities and roads;
such as weather, river stages, flooding;
related to the apparent form and nature of the Work site, including the surface and sub-
surface conditions; and,
that in general would be deemed by a prudent contractor to be material to the Work as to
assess risk, contingencies and other circumstances.

ARTICLE 4  ADMINISTRATION OF THE CONTRACT

4.1  DESIGN PROFESSIONAL

4.1.1  The term "Design Professional" means the Architect, Engineer or other professional person
lawfully licensed to practice the profession within the State of New Mexico and can fulfill the
requirements of the Contract Documents within that person's licensed authority. If lawfully allowed,
the Design Professional shall also mean the Design Professional's authorized representative unless the
Owner has a reasonable objection.

4.1.2  Duties, responsibilities and limitations of authority of the Design Professional as set forth in
the Contract Documents shall not be restricted, modified or extended without written consent of the
Owner, Contractor and Design Professional. Consent shall not be unreasonably withheld.

4.1.3  If the employment of the Design Professional is terminated, the Owner shall employ a new
Design Professional against whom the Contractor has no reasonable objection and whose status under
the Contract Documents shall be that of the former Design Professional.

4.1.4  If there is no Design Professional, the Owner shall assume the responsibilities for
Administration of the Contract Documents.

4.2  DESIGN PROFESSIONAL'S ADMINISTRATION OF THE CONTRACT

4.2.1  The Design Professional will provide administration of the Contract as described in the
Contract Documents, and will be an Owner's representative (1) during construction, (2) until final
payment is due and (3) with the Owner's concurrence, from time to time during the one-year period
for correction of Work described in Paragraph 12.2. The Design Professional will have authority to
act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise
modified in writing in accordance with other provisions of the Contract.

4.2.2  The Design Professional, as a representative of the Owner, will visit the site at intervals
appropriate to the stage of the Contractor's operations (1) to become familiar with and to keep the
Owner informed about the progress and quality of the Work completed, (2) to use all reasonable
efforts to guard the Owner against defects and deficiencies in the Work, and (3) to determine in
general if the Work is being performed in a manner indicating that the Work, when fully completed,
will be in accordance with the Contract Documents. The Design Professional will not be required to
make exhaustive or continuous on-site inspections to check the quality or quantity of the Work that is
the responsibility of the Contractor to provide. The Design Professional will neither have control
over or charge of, nor be responsible 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 Subparagraph 3.3.1. However, if the Design Professional becomes aware of the failure of the Contractor, Subcontractors or any other person or entity performing any of the Work to use proper construction means, methods, techniques, sequences, procedures, safety precautions and programs or failure of any of the foregoing parties to carry out the Work in accordance with the Contract Document, the Design Professional shall promptly notify the Contractor and the Owner of the deficiency.

4.2.3. The Design Professional will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Design Professional 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

4.2.4.1 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized or requested by the Owner, the Owner and Contractor shall endeavor to communicate with each other through the Design Professional about matters arising out of or relating to the Contract. Communications by and with the Design Professional's consultants shall be through the Design Professional. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with Owner's separate contractors shall be through the Owner.

4.2.4.2 English is the language that will be used on site to issue all directions, used in all project related meetings, and used in all project related correspondence. Contractor, Subcontractors, material suppliers and equipment suppliers' foremen and supervisory staff, must be able to read and converse in English, and be able to receive and understand all directions issued by the Owner and Design Professional.

4.2.4.3 In accordance with Subparagraph 2.1.2, with the Contract Documents, or otherwise required by Owner, the Contractor, Design Professional and Owner shall utilize PSFA-CIMS for project communications and shall:

1. create and respond to all contractual communications through the PSFA-CIMS including, but not limited to, Daily Reports, RFI's, MCR's, Meeting Minutes, Submittal Log and Punch Lists;
2. provide an adequate number of users to properly manage the Project in accordance with the Contract Documents and the Project Schedule;
3. have access to the Internet and an Internet e-mail address, of their own choice, and provide to the PSFA the names, positions, and e-mail addresses of all individuals who will have access to the PSFA-CIMS;
4. contract directly with a PSFA authorized training vendor if the limited PSFA training is not deemed sufficient to correctly and consistently use the PSFA-CIMS;
5. have adequate computing hardware and software (listed below) to run PSFA-CIMS; and,

   a) Browser – Internet Explorer 6.0 SP2 or 7.0
   b) Operating system - Windows® XP SP2
c) Display – 1024x768

d) CPU – 1.4 GHz or greater

e) Connection – ISDN, T1, broadband, or DSL

f) RAM – 1024 MB/1 GB or higher

6. agree that use of this PSFA-CIMS software will not replace or change any contractual responsibilities of the Contract Documents; and,

7. have installed Adobe Acrobat 7.0, or higher .pdf converter or equal; and,

8. optionally have, but not required to have, as a benefit to sending images to Design Professional and Owner as an attachment to an RFI or other CIMS document instead of faxing or mailing, an attached scanner minimum 800 x 600 pixels and a digital camera minimum resolution of one (1) mega pixels.

For PSFA-CIMS information on installation and use of the PSFA-CIMS or for scheduling training contact the PSFA-CIMS administrator at (505)843-6272 or e-mail question to training_support@nmfpsa.org and include PSFA-CIMS support in subject line.

4.2.5 Based on the Design Professional's evaluations of the progress and quality of the Work, Contractor's Application for Payment and all other information available to the Design Professional, the Design Professional shall within five (5) days of receipt of a properly completed Application for Payment certify to the Owner the undisputed amount recommended for payment to the Contractor and shall provide specific reasoning for denial of disputed amounts.

4.2.6 The Design Professional will have authority to reject Work that does not conform to the Contract Documents, and shall do so unless, after consultation with the Owner, Owner instructs otherwise. Whenever the Design Professional considers it necessary or advisable, the Design Professional will have authority, subject to the Owner's approval, to require inspection or testing of the Work in accordance with Subparagraphs 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Design Professional 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 Design Professional to the Contractor, Subcontractors, material and equipment suppliers, their agents or employee, or other persons or entities performing portions of the Work.

4.2.7 Unless rejected in accordance with Subparagraph 3.12.4.1 or is otherwise not in compliance with Section 3 of this Agreement, the Design Professional, shall within a reasonable time not to exceed fourteen (14) days, or other reasonable time agreed upon by the parties, review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is conducted solely in the interest of the Owner, and shall not relieve the Contractor of responsibility for 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 Design Professional's review of the Contractor's submittals shall not relieve the Contractor of any obligations of these General Conditions. The Design Professional's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Design Professional, of any construction
means, methods, techniques, sequences or procedures. The Design Professional's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.7.1 The Contractor shall be responsible for cost of inordinate re-reviews, exceeding two, by Design Professional due to non-compliance with Subparagraph 3.12.6.

4.2.7.2 Rejection of any submittal due to non-compliance with Subparagraph 3.12.6 shall not be the basis for claim for a project delay.

4.2.8 The Design Professional may prepare for Owner consideration, Modification / Change Requests and Change Orders. The Design Professional shall review Contractor proposals for adjustment to the Contract Sum or Contract Time relative to a Modification / Change Request and shall either approve, reject or suggest compromise to such proposals.

4.2.8.1 The Design Professional may authorize Supplemental Instructions for minor changes in the Work as provided in Paragraph 7.4, provided there is no material change to the time, cost, specification or scope of the Work.

4.2.9 The Design Professional will conduct inspections to make recommendations to the Owner of the date or dates of Substantial Completion and the date of Final Completion, will receive, approve and forward to the Owner, for the Owner's records, written warranties, Certificates of Insurance and related documents required by the Contract and assembled by the Contractor and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

4.2.10 If the Owner and Design Professional agree, the Design Professional will provide one or more project representatives to assist in carrying out the Design Professional's responsibilities at the site.

4.2.11 Subject to the claims procedures set forth in Paragraph 4.3, the Design Professional will, in the first instance, interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Design Professional's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Design Professional shall be furnished in compliance with this Paragraph 4.2, then delay shall not be recognized on account of failure by the Design Professional to furnish such interpretations until ten (10) days after written request is made for them.

4.2.12 Interpretations and decisions of the Design Professional 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 initial decisions, the Design Professional will make all reasonable efforts to secure faithful performance by both the Owner and the Contractor and will not show partiality to either, and will not be liable for results or interpretations or decisions so rendered in good faith.
4.2.13 The Design Professional's decisions on matters relating to aesthetic effect will, with the Owner's consent, be final if consistent with the intent expressed in the Contract Documents.

4.3 CLAIMS AND DISPUTES

4.3.1 Definition. A Claim is a demand or assertion by one of the parties seeking as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time 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. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

4.3.2 Time Limits on Claims. Claims by either party must be initiated within twenty-one (21) days after occurrence of the event giving rise to such Claim or within five (5) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Design Professional and the other party.

4.3.3 Continuing Contract Performance. Pending final resolution of a Claim except as otherwise agreed in writing or as provided in Subparagraph 9.7.1 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.

4.3.4 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which 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, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than twenty-one (21) days after first observance of the conditions. The Design Professional will promptly investigate such conditions and if 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 Design Professional 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 Design Professional shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within twenty-one (21) days after the Design Professional has given notice of the decision. If the conditions encountered are materially different, the Contract Sum and Contract Time shall be equitably adjusted, but if the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Design Professional for initial determination, subject to further proceedings pursuant to Paragraph 4.4.

4.3.5 Claims for Additional Cost. If the Contractor wishes to make 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 Paragraph 10.6.
4.3.6 If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Design Professional, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Design Professional, (4) unjustified failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with this Paragraph 4.3.

4.3.7 CLAIMS FOR ADDITIONAL TIME

4.3.7.1 If the Contractor wishes to make Claim for an increase in the Contract Time, it shall be submitted as a Modification / Change Request in accordance with Article 7. In the case of a continuing delay only one Claim is necessary.

4.3.7.2 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. Substantiation must include supporting evidence from the U.S. Weather Bureau or similar for the previous ten (10) year averages for the locale of the Project, as well as, evidence supported by original project schedule and daily job logs that specific Work events falling on the critical path were delayed.

4.3.8 Injury or Damage to Person or Property. If either party to the Contract 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 five (5) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

4.3.8.1 The Contractor shall promptly notify the Owner and Design Professional in writing of any claims received by the Contractor for personal injury or property damage related to the Work.

4.3.9 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are changed in a proposed Modification / Change Request by more than fifteen percent (15%), the applicable unit prices shall be equitably adjusted in accordance with Article 7.

4.3.10 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 damages incurred by the:

1. 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. Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, loss of profit except anticipated profit arising directly from the Work performed.

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 Subparagraph 4.3.10 shall be
deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

4.4 RESOLUTION OF CLAIMS AND DISPUTES

4.4.1 Decision of Design Professional. Claims, including those alleging an error or omission by the Design Professional, but excluding those arising under Paragraphs 10.3 through 10.5, shall be referred initially to the Design Professional for decision. An initial decision by the Design Professional shall be required as a condition precedent to mediation, arbitration or litigation of all Claims between the Contractor and Owner arising prior to the date final payment is due, unless thirty (30) days have passed after the Claim has been referred to the Design Professional with no decision having been rendered by the Design Professional. The Design Professional will not decide disputes between the Contractor and persons or entities other than the Owner.

4.4.2 The Design Professional will review Claims and within ten (10) days of the receipt of the 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 Design Professional is unable to resolve the Claim if the Design Professional concludes that, in the Design Professional's sole discretion, it would be inappropriate for the Design Professional to resolve the Claim.

4.4.3 In evaluating Claims, the Design Professional 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 Design Professional in rendering a decision. The Design Professional may request the Owner to authorize retention of such persons at the Owner's expense.

4.4.4 If the Design Professional requests a third party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten (10) days after receipt of such request, and shall either provide a response on the requested supporting data, advise the Design Professional when the response or supporting data will be furnished or advise the Design Professional that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Design Professional will either reject or approve the Claim in whole or in part.

4.4.5 The Design Professional will approve or reject Claims by written decision, which shall state the reasons therefore and which shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Design Professional shall be final and binding on the parties but subject to mediation and arbitration.

4.4.6 A written decision of the Design Professional shall state that (1) the decision is final, but subject to mediation and arbitration and (2) a demand for arbitration of a Claim covered by such decision must be made within thirty (30) days after the date on which the party making the demand receives the final written decision, then failure to demand arbitration within said thirty (30) days period shall result in the Design Professional's decision becoming final and binding upon the Owner and Contractor. If the Design Professional renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence, but shall not supersede arbitration proceedings unless the decision is acceptable to all parties concerned.
4.4.7 Upon receipt of a Claim against the Contractor or at any time thereafter, the Design Professional or 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 Design Professional or the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

4.5 MEDIATION
4.5.1 Any Claim arising out of or related to the Contract, except those waived as provided for in Subparagraph's 4.3.10, 6.2.3, 9.11.4, and 9.11.5 shall, after initial decision by the Design Professional or thirty (30) days after initial decision by the Design Professional or thirty (30) days after submission of the Claim to the Design Professional, be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

4.5.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the procedures of the New Mexico Public Works Mediation Act (NMSA §13-4C-1 et seq.) except that before any party may select a mediator it must confer in good faith with the other party concerning the selection of a mutually acceptable mediator. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of notice of mediation session, unless stayed for a longer period by agreement of the parties or court order.

4.5.3 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. Settlement Agreements reached in mediation and signed by all parties involved in the dispute shall be enforceable in any court having jurisdiction thereof.

4.6 ARBITRATION
4.6.1 Any Claim arising out of or related to the Contract, except those waived as provided for in Subparagraphs 4.3.10, 6.2.3, 9.11.4 and 9.11.5, shall after decision by the Design Professional or thirty (30) days after submission of the Claim to the Design Professional, be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with the provisions under Paragraph 4.5.

4.6.2 Claims not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The Demand for Arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association, and a copy shall be filed with the Design Professional.

4.6.3 A Demand for Arbitration shall be made within the time limits specified in Subparagraphs 4.4.6 and 4.6.1 as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations as determined pursuant to Paragraph 13.7.
4.6.4 Claims and Timely Assertion of Claims. 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.

4.6.5 Arbitration proceedings under this Agreement may be consolidated or joined with arbitration proceedings pending between other parties if the arbitration proceedings arise out of the same transaction or relate to the same subject matter. Consolidation will be by order of the arbitrator, in any of the pending cases, or if the arbitrator fails to make such an order, the parties may apply to any court of competent jurisdiction for such an order. Inclusive to this Subparagraph are the Owner, the Design Professional, the Contractor, all subcontractors, material suppliers, equipment suppliers, engineers, designers, lenders, sureties, and all other parties concerned with the construction of the Project are bound, each to each other, by this Subparagraph, provided such party has signed this Agreement or has signed an agreement which incorporates this Agreement by reference or signs any other agreement to be bound by this arbitration clause.

4.6.6 Judgment on Final Award. 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.

ARTICLE 5 SUBCONTRACTS

5.1 DEFINITIONS

5.1.1 A Subcontractor is a person or entity who has a direct or indirect contract with the Contractor to perform a portion of the Work regardless of contractual tiers below the prime contract between the Owner and Contractor. 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.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after Notice of Intent to Award, shall furnish in writing to the Owner through the Design Professional the names of entities and key personnel (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Design Professional will promptly reply to the Contractor in writing stating whether or not the Owner or the Design Professional, after due investigation, has reasonable objection to any such proposed entity or person. Failure of the Owner or Design Professional to reply promptly shall constitute notice of no reasonable objection. The requirements of this Subparagraph 5.2.1 shall supplement Subcontractor listing at bid as required by §13-4-34 NMSA 1978.

5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Design Professional has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

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5.2.3 If the Owner or Design Professional has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Design Professional 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 the change, and an appropriate Modification in accordance with Article 7 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 responsively in submitting names as required.

5.2.4 The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner or Design Professional makes reasonable objection to such substitute. Any substitutions of a Subcontractor will comply with the New Mexico Subcontractor Fair Practices Act to the extent that the Subcontractors Fair Practices Act is applicable.

5.3 SUBCONTRACTUAL AND SUPPLIER RELATIONS
5.3.1 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 performance of Work, responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Design Professional. Each subcontract and supplier agreement shall preserve and protect the rights of the Owner and Design Professional 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 suppliers. The Contractor shall make available to each proposed Subcontractor and supplier, prior to execution of the Agreement, copies of the Contract Documents to which the Subcontractor and suppliers where appropriate will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents.

5.3.2 Nothing contained in Subparagraph 5.3.1 or elsewhere in the Contract Documents shall create any contractual relationship with or cause of action in favor of a third party against the Owner.

5.3.3 Each entity intending to do work on the Project shall, prior to bid, be properly licensed according to the requirements of the Construction Industries Licensing Act, Chapter 60, Article 13 NMSA 1978 and shall ensure to the Contractor and to the Owner that such license shall remain in effect for the duration of the Work and warranty periods.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS AND SUPPLIER AGREEMENTS
5.4.1 Each subcontract or supplier agreement for a portion of the Work may be assigned by the Contractor to the Owner provided that assignment is:
1. effective only after termination of the Contract by the Owner for cause pursuant to Paragraph 14.2 and only for those subcontract or supplier agreements which the Owner accepts by notifying the Subcontractor, supplier and the Contractor in writing: and
2. subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

5.4.2 Upon such assignment, if the Work has been suspended for more than thirty (30) days, the Subcontractor's or supplier's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

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 Paragraph 4.3.

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 and Subcontractors shall participate with other separate contractors, the Owner's own forces and the Owner in reviewing and coordinating their construction schedules when directed to do so. 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. The Contractor and Subcontractors shall not delay or cause additional expense to another contractor by neglecting to perform correctly or to an agreed schedule. In the absence of a schedule mutually agreed upon by all parties, the Owner may create a binding schedule for all parties or take other appropriate action to avoid unnecessary delay and damages.

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 which 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.

6.1.5 Unless otherwise provided in the Contract Documents, the Owner's separate contractor shall test, adjust, and balance (TAB) the HVAC system to design requirements in coordination with the
Contractor's or Subcontractors own forces. The TAB work shall integrate with the Contractor's or Subcontractor's installation of the Work, equipment start-up and operational testing as required by the Contract Documents. Coordination and cooperation for this work and other similar Owner contractor work shall be in accordance with Paragraph 6.2.

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 on 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 Design Professional and Owner apparent discrepancies or defects in such other construction that would render it unsuitable for proper execution and results. Failure of the Contractor 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 Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities and damage to the Work or defective construction of the Owner or a separate Owner contractor. Should the Contractor sustain any personal injury or damage to property through any act or omission of any other Contractor having a contract with the Owner, the Contractor sustaining damage will have no claim or cause of action against the Owner for such damage and hereby waives any such claim.

6.2.4 The Contractor shall promptly remedy damage caused by the Contractor to completed or partially completed or existing construction or to property of the Owner or separate contractors as provided in Subparagraph 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 Subparagraph 3.14.

6.3 OWNER’S RIGHT TO CLEAN UP

6.3.1 If a dispute arise 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 Design Professional will allocate the cost among those responsible.

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 Modification / Change Request, or by Supplemental Instruction 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 Any material change in the Work require a Modification / Change Request (MCR) that has been finalized by agreement by the Owner and based on proposal from the Contractor and recommendation of the Design Professional. A Change Order, required to modify the Purchase Order, shall accumulate approved MCRs, and must be approved by the Owner, Contractor and Design Professional. Supplemental Instruction for a minor change in the Work, will not create cost or time effect on the Project in accordance with Subparagraph 7.4.1, and may be issued only by the Design Professional.

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 Modification / Change Request or Supplemental Instruction.

7.2 MODIFICATION / CHANGE REQUEST

7.2.1 A Modification / Change Request or MCR is a written document that may be initiated by the Contractor, Design Professional or Owner that identifies why there is a potential change in the Work that may require an adjustment, to the Contract Sum or Contract Time, or both, and suggests how that change should take place. Following the initiation of a MCR by one of the parties, the Owner:

1. must agree to MCR's content and feasibility and if in agreement may authorize the MCR to; proceed with estimates of costs only; or proceed with the Work with estimates of costs to follow in accordance with Subparagraph 7.2.4;
2. will consider proposal(s) from the Contractor in accordance with Article 7 for adjustment to Contract Sum or Contract Time, if any; and,
3. shall authorize the Work to proceed if not previously authorized in accordance with Subparagraph 7.2.4 and authorize adjustment to Contract Sum in accordance with Paragraph 7.2 or, shall reject the MCR and replace with another or, stop all action on the MCR.

7.2.1.1 A MCR is required for any modification or change in the Work that:

1. may affect the Contract Sum or Time;
2. alters the Work by substitution or any other way not considered minor as defined by Paragraph 7.4; or,
3. otherwise materially affect the Work or intended function of the Project including a change to aesthetics.

7.2.1.2 A MCR when finalized by Owner approval, may modify the Contract without invalidating the Contract and may order changes in the Work within the general scope of the Contract with Contract Sum and Contract Time. Owner approval of a MCR:

1. shall adjust the Contract Sum accordingly; and,
2. will begin Owner consideration of related adjustment to Contract Time, if any;
3. and shall be included into a Change Order upon approval of the parties in accordance with Paragraph 7.3.
7.2.2 A MCR shall be used to:
   1. approve a modification or change to the Work;
   2. accumulate data such as cost and time impacts before authorizing a modification or change to the Work;
   3. direct Work to be done with cost, time, etc. to follow in the absence of total agreement on the terms of a modification or change to the Work or to prevent delay of the Work; and,
   4. stop all action on a proposed modification or change to the Work.

7.2.3 If Work defined by a MCR requires an adjustment to Contract Sum or Contract Time, the Contractor shall, within ten (10) days of the date of Owner issuance of MCR or delivery of MCR to Contractor if that date is later, prepare and deliver to the Design Professional a proposal for such adjustment based on:
   1. unit prices or lump sum allowances stated in the Contract Documents;
   2. unit price or lump sum determined in accordance with Subparagraph 7.2.5;
   3. provision in the MCR as determined by the Owner and in accordance with Subparagraph 7.2.5; or,
   4. a manner agreed upon by the parties and consistent with Subparagraph 7.2.5 and these General Conditions.

7.2.4 Upon receipt of a Modification / Change Request authorized by the Owner to "Proceed with the Work with costs to follow", the Contractor shall consider the MCR a directive and promptly proceed with the change in the Work involved and, provide a proposal for adjustment to Contract in accordance with Subparagraph 7.2.3.

7.2.5 Allowable Costs and Fees: If a proposal to adjust the Contract Sum exceeds $200 and if not otherwise provided in the MCR or Contract Documents, the Contractor, shall provide an itemized accounting* together with appropriate supporting data that include:
   1. quantities and unit costs of materials, including cost of transportation, whether incorporated or consumed;
   2. quantities and unit costs of labor, including labor burdens such as social security and unemployment insurance, fringe benefits such as health insurance required by agreement or custom (Labor Burdens shall not include retirement plans qualified by minimum employment time, organizational fees or dues, legal or related expenses, information technology training and the like);
   3. quantities and unit utilization or rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
   4. quantities and unit costs of on-site supervision and field office personnel directly attributable to the change;
   5. quantities and unit costs of and insurance, use tax or similar related to the Work;
   6. Overhead and Profit**;
   7. quantities and unit premiums for all bond costs and permit fees on items 1 through above; and,
   8. State Gross Receipts Tax (GRT); and,
* If pricing compounds, the compounding order shall be the same as listed items 1 - 8 of this Sub-paragraph.

** Overhead and Profit (O&P), that may include, but is not limited to, project management, main office expenses, computers, minor tools and incidentals, may be added on top of items 1 through 5 above, provided that combined they do not exceed the following:

<table>
<thead>
<tr>
<th>Subtotal before applying overhead and profit</th>
<th>Under $2000</th>
<th>$2000 to $10,000</th>
<th>$10,001 to $50,000</th>
<th>Over $50,001</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor - For work performed by own forces</td>
<td>18%</td>
<td>16%</td>
<td>14%</td>
<td>12%</td>
</tr>
<tr>
<td>Contractor - For subcontracted work.</td>
<td>11%</td>
<td>9%</td>
<td>6%</td>
<td>5%</td>
</tr>
<tr>
<td>For work performed by 1st tier Subcontractor</td>
<td>18%</td>
<td>15%</td>
<td>12%</td>
<td>9%</td>
</tr>
<tr>
<td>For work performed by 2nd tier Subcontractor</td>
<td>10%</td>
<td>8%</td>
<td>5%</td>
<td>4%</td>
</tr>
<tr>
<td>Subcontractor - Maximum aggregate O&amp;P allowed over cost regardless of number of tiers.</td>
<td>29%</td>
<td>24%</td>
<td>18%</td>
<td>14%</td>
</tr>
</tbody>
</table>

**Exception:** In extraordinary circumstances, the Owner may allow adjustment to the above maximums provided net profit does not exceed 2% of the cost of MCR before bonds or tax.

### 7.2.5.1 Time-and-Material:
If for the purpose of authorizing Work to proceed upon issuance on an MCR prior to the Owner receiving proposal of costs, so that labor or material costs are to be accumulated for later inclusion into a proposal to adjust the contract sum, the MCR must clearly state conditions and limitations of time-and-material work to proceed under the change in Work with costs to follow provision of the MCR. At a minimum, the MCR shall state the maximum allowable cost. In addition, the Daily Job Report must reflect all appropriate detail on related Work, such as work performed that day, number of workers, materials received and similar. A separate daily worker log must also be maintained that will be included in the proposed cost of the MCR. The daily worker log for each MCR, must list each worker, the type of work performed and the hours worked, and must be signed-off daily by an individual, agreed upon in the MCR, that may be the Project Superintendent. In accordance with this Paragraph 7.2, proposal of costs shall be delivered by the Contractor within Ten (10) days of issuance of MCR.

### 7.2.5.2 Audit:
The Owner shall be entitled to audit the books and records of a Contractor or any Subcontractor for any time-and-material or negotiated cost, such as those associated with a change in the Work, to the extent that such books and records relate to the proposal or performance of such Work. Such books and records shall be maintained by the Contractor for a period of three years from the date of final payment under the prime Contract and by the Subcontractor for a period of three years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing.
7.2.6 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Design Professional. 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.

7.2.7 A proposed adjustment to Contract Sum and Contract Time submitted by Contractor for a MCR indicates agreement of the Contractor therewith for the proposed Modification. The Design Professional shall make recommendation to the Owner on the appropriateness of the proposed adjustment. The Owner may, after evaluation of the proposal and review of the Design Professional's recommendation, accept the Contractor's proposed adjustment to Contract Sum and finalise the MCR. If Owner approves MCR, it shall be recorded for inclusion into a Change Order.

7.2.8 If the Contractor does not respond promptly with a proposal for adjustment to Contract Sum and Contract Time relative to an MCR or disagrees with the method for adjustment, or; if there are amounts or terms in dispute for such changes in the Work; the Design Professional on the basis of reasonable expenditures or savings of those performing the Work attributable to the change in the Work shall make a determination for purpose of settlement of dispute. That determination of adjustment to the Contract Sum and Contract Time shall be presented to the Owner and the Contractor for consideration. If the Owner or the Contractor do not agree with the Design Professional's determination, the provisions of Subparagraph 7.2.9 shall apply. When the Owner and Contractor agree with the determination made by the Design Professional concerning the adjustments in the Contract Sum, such agreement shall be effective immediately upon Contractor's acceptance in writing and Owner's approval of MCR.

7.2.9 The Owner shall, within fifteen (15) days of the determination made by the Design Professional regarding adjustment to Contract Sum or Contract Time in accordance with Subparagraph 7.2.8, either:

1. accept the Design Professional's determination and, approve the MCR with the adjustment recommended by the Design Professional and record the MCR as approved by the Owner to be included into a Change Order; or
2. approve the MCR with an adjustment the Owner determines to be appropriate based on available information and record the MCR as approved by the Owner to be included into a Change Order.

Adjustment to Contract Sum in accordance with this Subparagraph 7.2.9 shall be subject to the right of Contractor to disagree and assert a claim in accordance with Paragraph 4.3.

7.2.10 Partial agreement of an adjustment to Contract Sum or Contract Time relative to a MCR may be allowed by the Owner only if adjustment to Work, requested by the MCR, can be subdivided into independent parts. In the event of such subdivision; MCR shall be broken into separate parts with alpha suffixes such as MCR 2A, MCR 2B and so on.

7.2.11 Periodically, approved MCR's shall be accumulated by the Owner or Design Professional into a Change Order in accordance with Paragraph 7.3.

7.3 CHANGE ORDERS
7.3.1 A Change Order is a written instrument prepared by the Design Professional and signed by the Owner, Contractor and Design Professional, stating their agreement upon:

1. change in the work as made by finalized Modification / Change Request(s) that has been previously approved by the Owner or authorized in accordance with Sub-paragraphs 7.2.8 or 7.2.9;
2. amount of the adjustment, if any in the Contract Sum resultant of approved MCR(s);
3. extent of the adjustment, if any, in the Contract Time related to approved MCR(s); or,
4. if disagreement on adjustment in the Contract Time, parties agree to postponement of inclusion of any adjustment to Contract Time into a Change Order; however, all Contractor proposed or Owner offered adjustment(s) to time shall be incorporated into a Change Order prior to Substantial Completion in accordance with Subparagraph 9.8.6.

**POSTPONEMENT OF ADJUSTMENT TO CONTRACT TIME LANGUAGE:**
"At the time of this Change Order, there is no agreement on adjustment to the Contract Time related to MCR(s) XX, XX, XX and XX. 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."

7.3.2 Methods used in determining adjustments to the Contract Sum include those listed in Paragraph 7.2. Proposals submitted that do not follow the requirements under Paragraph 7.2 will be returned to be resubmitted prior to processing.

7.4 MINOR CHANGES IN THE WORK

7.4.1 The Design Professional will have authority to order Supplemental Instructions for 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 shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

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 Design Professional in accordance with Paragraph 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. Unless the date of commencement is established by the Contract Documents, a Notice to Proceed shall be given by the Owner that shall establish the commencement of the Contract Time as provided by the Contract Documents.

8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

8.2.4 The Owner shall not be liable to the Contractor for additional time or money if the Contractor submits a progress report or construction schedule expressing an intention to achieve completion of the Work prior to the Contract Time and then is not able to achieve intended accelerated schedule regardless of the reason.

8.3 DELAYS AND EXTENSIONS OF 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 Design Professional, 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 which the Design Professional and the Owner determine may justify delay, then the Contract Time shall be extended by Modification in accordance with Article 7 for such reasonable time as the Design Professional in concurrence with the Owner may determine.

8.3.2 Extensions of time not associated with modifications or changes to the Work shall not be allowed to increase the Contract amount for overhead or for any other reason and shall strictly apply toward liquidated damages.

8.3.3 Claims relating to time shall be made in accordance with applicable provisions under Paragraph 4.3.

8.4 CONTRACT TIME AND LIQUIDATED DAMAGES

8.4.1 The Contractor agrees that the Work will be prosecuted regularly, diligently and without interruption at such rate of progress as will ensure completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time is a reasonable time for completion of the Work, taking into consideration the average climate range and usual industrial conditions prevailing in the locality of the Project. If the Contractor neglects, fails or refuses to complete the Work within the Contract Time, or any proper extension granted by the Owner, then the Contractor agrees to pay the Owner the amount specified in the Contract Documents, not as a penalty, but as liquidated damages.
8.4.2 The parties agree that the amount of the likely damage to the Owner for such delay is difficult to ascertain at the time of execution of this Agreement, but that a reasonable estimate of such damages for delay is set forth in the contract Documents. Liquidated damages may be deducted from any monthly progress payments due to the Contractor or from other monies being withheld from the Contractor when a reasonable estimate of expected Substantial Completion can be determined by the Owner.

8.4.3 Final accounting of Liquidated Damages shall be determined at Substantial Completion and the Contractor and Surety are liable for any liquidated damages over and above unpaid balance held by the Owner.

ARTICLE 9   PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 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

9.2.1 Before the first Application for Payment, the Contractor shall submit to the Design Professional a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Design Professional may require. Support data shall include accounting of all Project costs distributed to Level 2 UniFormat™ convention. The schedule of values, upon acceptance by the Design Professional with the Owner's prior approval, shall be used as a basis for reviewing the Contractor's Application for Payment.

9.2.1.1 Gross Receipts Tax shall be indicated for the total amount of all items included in the Schedule of Values. Allowance items, such as Documentation and Close-Out amount, do not include GRT as listed in Subparagraph 9.2.2 and shall be included as Schedule of Values line items. In the event of a GRT rate change, the Contractor shall submit an MCR requesting an adjusted amount on balance to complete the Contract.

9.2.1.2 If Public Schools Capital Outlay Public School Facilities Authority (PSFA) funding is provided to the Project, individual line items of the Schedule of Values shall be allocated to the various portions of the PSFA Work, prepared in such form and supported by such data to substantiate its accuracy as the Design Professional and the PSFA may require.

9.2.2 To protect the Owner from the significant liability and arduous accounting efforts required by lingering documentation and close-out work, the Schedule of Values shall provide a separate line item titled "Documentation and Close-Out" to provide a value consistent with and appropriate to required documentation provisions throughout the Contract including those required by Subparagraph 4.2.4.3 and Paragraph 9.10. The value of the Documentation and Close-Out line item shall not be less than the following:
For a total Contract amount excluding tax of:

<table>
<thead>
<tr>
<th>Range</th>
<th>Documentation and Close-Out amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>less than $20,000</td>
<td>$0</td>
</tr>
<tr>
<td>20,001 - 75,000</td>
<td>6,000</td>
</tr>
<tr>
<td>75,001 - 100,000</td>
<td>8,000</td>
</tr>
<tr>
<td>100,001 - 200,000</td>
<td>10,000</td>
</tr>
<tr>
<td>200,001 - 350,000</td>
<td>15,000</td>
</tr>
<tr>
<td>350,001 - 500,000</td>
<td>25,000</td>
</tr>
<tr>
<td>501,001 - 1,000,000</td>
<td>50,000</td>
</tr>
<tr>
<td>1,000,001 - 1,500,000</td>
<td>70,000</td>
</tr>
<tr>
<td>1,500,001 - 2,000,000</td>
<td>90,000</td>
</tr>
<tr>
<td>2,000,001 - 3,000,000</td>
<td>120,000</td>
</tr>
<tr>
<td>for each additional million</td>
<td>add 30,000</td>
</tr>
</tbody>
</table>

9.2.2.1 If requested in writing by the Contractor, and in the sole opinion of the Owner, the Contractor is in full compliance with the documentation requirements of the Contract including the provisions of Subparagraph 4.2.4.3, the Documentation and Close-Out Schedule of Value line item may be reduced each month prior to Substantial Completion up to five percent (5%) of the originally scheduled amount or one thousand dollars ($1,000), whichever is greater, providing that the Documentation and Close-Out line item is not reduced to less than fifty percent (50%) of the original amount required until which time that Close-Out is complete as required by Paragraph 9.10.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 No later than the 25th of each month, the Contractor shall submit to the Design Professional an itemized Application for Payment for operations completed in accordance with the Schedule of Values for that month. Such application shall be supported by such data substantiating the Contractor's right to payment as the Owner or Design Professional may require such copies of requisitions from Subcontractors and material suppliers. No Applications for Payment will be processed until the initial Schedule of Values is received and approved by Design Professional with concurrence from the Owner and for subsequent payment applications; the Project Schedule has been updated in accordance with Subparagraph 3.10.1.

9.3.1.1 No Application for Payment may include more than:
1. ninety-five percent (95%) of the scheduled value of any work requiring testing prior to testing and verification of testing by the Design Professional to meeting requirements of the Contract Documents;
2. ninety percent (90%) of the scheduled value for systems that require, as a part of acceptance of the Work, testing or balancing including, but not limited to, mechanical heating, air-conditioning and electrical distribution until testing, balancing or other verification required by the Contract Documents has been completed and verified as acceptable by the Design Professional.
9.3.1.2 Such applications may not include requests for payment for portions of the Work for which the Contractor does not intend to pay to 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 into the Work. Any payments for such materials or equipment shall be conditioned upon the Contractor's demonstration that they are adequately protected from weather, damage, vandalism and theft and that such materials or equipment have been inventoried and stored in accordance with procedures established by or approved by the Owner. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing and with sufficient Contractor provided insurance against loss, and with Owner named as co-insured, to cover the value of stored materials and their transport to the Project.

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 submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall be free and clear of 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, material suppliers and equipment relating to the Work. The Contractor additionally warrants that all As-Built drawings accurately depict completed Work covered by an Application for Payment, inclusive of all trades and inclusive of, but not be limited to, actual locations and installed types, brand, model number and similar of all Work including ducts, pipes, conduit, equipment, walls and site utilities.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 Application for Payment must be submitted to the Design Professional no later than the 25th of the month for which the application is being made. The Design Professional will review with the Owner the accuracy and appropriateness of the application and, within five (5) 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 Design Professional determines is properly due, or notify the Contractor and Owner in writing of the Design Professional's reasons for withholding certification in whole or in part as provided in Subparagraph 9.5.1. In no event will the Owner accept or process a Certification for Payment received after the 10th of the month following the month for which the application is being made. Certifications for Payment received after the 10th of the month "owner-cut-off-date" will be processed along with the following month's applications and will not be considered in default of the provisions of Subparagraph 9.4.3,

9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Design Professional to the Owner, based on the Design Professional's evaluation of the Work and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Design Professional's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents and that As-Built drawings are current to actual Work completed. 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 Design Professional. The issuance of a Certificate for
Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified.

9.4.3 The Owner will issue payment to the Contractor in the amount certified in the approved Certificate for Payment within twenty-one (21) days from the end of the progress payment period which shall be the end of the month for which the Certificate of Payment is made. The five (5) days allowed the Design Professional for review in Subparagraphs 4.2.5 and 9.4.1 are partially included in the twenty-one (21) day period.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1 The Design Professional may withhold a Certificate for Payment and may assess Liquidated Damages in accordance with Paragraph 8.4, in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Design Professional's opinion the representations to the Owner required by Subparagraph 9.4.2 cannot be made. If the Design Professional is unable to certify payment in the amount of the Application, the Design Professional will notify the Contractor and Owner as provided in Subparagraph 9.4.1. If the Contractor and Design Professional cannot agree on a revised amount, the Design Professional will promptly issue a Certificate for Payment for the amount for which the Design Professional is able to make such representations to the Owner. The Design Professional 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 Design Professional's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Subparagraph 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 another contractor;
6. reasonable evidence that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
7. persistent 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.

9.6 PROGRESS PAYMENTS

9.6.1 After the Design Professional has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents.

9.6.2 The Contractor shall promptly pay each Subcontractor and supplier, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually
retained, if any, from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments in a similar manner. It is the Contractor's responsibility to comply with § 57-28-5(C) of the New Mexico Retainage Act, requiring Contractors to make prompt payment to Subcontractors for work performed within seven (7) days after receipt of payment from the Owner or pay interest for failing to make prompt payment.

9.6.3 The Design Professional will on request, furnish to a Subcontractor information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Design Professional and Owner on account of portions of the Work done by such Subcontractor.

9.6.4 Neither the Owner nor Design Professional 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 Payment to material suppliers shall be treated in a manner similar to that provided in Subparagraphs 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 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, or create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or 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

9.7.1 If the Owner does not pay the Contractor the amount approved by the Design Professional or the Design Professional does not approve the application for payment then, within forty-five (45) days from the end of the progress payment period, Contractor may, upon seven (7) additional days written notice to the Owner and Design Professional, stop the Work until payment of the amount owing has been received. Unless Contractor's action was improper or if the amount claimed is shown not to have been due, 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. In the event of a wrongful Stop-Work, the Contractor shall remain responsible to the Owner for delivering the Project in accordance with 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 complete and in compliance with the Contract Documents except for minor items so that the Owner can completely occupy or fully utilize the Work for its intended use. Owner's Occupancy under conditional approval by public authorities having jurisdiction over the Work, or
occupancy of a facility or otherwise utilizing the Work under duress, shall not be considered Substantial Completion.

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 promptly prepare and submit to the Design Professional a comprehensive Contractor's Punch List inclusive and all incomplete and non-compliant Work to be completed or corrected prior to final payment, as well as, the requirements of Subparagraph 9.10.2.

9.8.3 The Contractor shall submit along with the punch list a separate and detailed Closeout Schedule indicating the date of Final Completion and all work to be completed before Final Completion including Close-Out requirements as provided in Paragraph 9.10. Failure to include any item on punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Include in the Closeout Schedule an allowance of thirty (30) days to prepare Record Drawings from Contractor As-Builts to meet requirement of Subparagraph 9.10.1.7.

9.8.4 Upon receipt of the Contractor's Punch List and Closeout Schedule, the Design Professional will within ten (10) days make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Design Professional'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, as it is fully intended and designed to be used, the Contractor shall complete or correct such item upon inspection by the Design Professional to determine Substantial Completion. In the event the Work does appear Substantially Complete, the Design Professional will review the Contractor's Punch List for completeness required for issuance of Substantial Completion. The Contractor shall be responsible for cost of excessive Design Professional time and effort in completing list of incomplete and non-compliant Work not included in Contractor's Punch List or otherwise due to Contractor's neglect of responsibilities of Subparagraph 9.8.2.

9.8.5 When the Work or designated portion thereof is substantially complete, the Design Professional will prepare a Certificate of Substantial Completion, with the Owner's prior approval, which 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 in accordance with Subparagraph 9.8.2.

9.8.6 Warranties shall be in accordance with this Subparagraph 9.8.6 and Paragraph 12.2 and shall include all components and equipment required by the Contract Documents. All Work shall be warranted for the greater of:

1. a minimum of one (1) year from the date of Substantial Completion;
2. one (1) year from the date of first installation in accordance with Subparagraph 12.2.2.2;
3. one (1) year from the date of replacement due to failure such that; each component of the Work must not fail for a one (1) year period regardless of the date of Substantial Completion;
4. that required by the Contract Documents; or,
5. that provided in the Certificate of Substantial Completion that will become an addendum to the Contract.

Owner and Contractor may, by mutual agreement, amend the Contract at Substantial Completion to include Performance Bonding, extended warranty, on-site maintenance, subsequent testing, scheduled replacement or other mutually agreeable terms.

9.8.7 Any postponement(s) of inclusion(s) of adjustment(s) to Contract Time in accordance with Subparagraph 7.3.1.4 shall be included into a MCR for agreement and then into a Change Order prior to Certificate of Substantial Completion. If the Contractor and the Owner do not agree on Contractor proposal, the Design Professional on the basis of evidence that critical path of work flow was reduced or expanded attributable to the change(s) in the Work with evidence being differences in Contractor's initial and current schedules and other evidence, shall make an determination for purpose of settlement of dispute. That determination of adjustment to the Contract Time shall be presented to the Owner and the Contractor for consideration. When the Owner and Contractor agree with the determination made by the Design Professional concerning the adjustments in the Contract Time such agreement shall be effective immediately, upon Contractor's written approval, and shall be recorded by preparation and execution of an appropriate MCR that shall be approved by the Owner. If after **five (5) days** the Owner or Contractor cannot agree with the determination made by the Design Professional regarding adjustment to Contract Time, then the Design Professional may order the preparation and execution of an appropriate MCR and:

1. if the Contractor is in disagreement, the MCR shall be recorded as approved by the Owner to be included in a Change Order;
2. if the Owner is in disagreement, the MCR shall be recorded as "approved by dispute resolution authority of the Design Professional" in accordance with this Subparagraph 9.8.7 to be included into a Change Order; and,
3. either approval shall be subject to the right of either party to disagree and assert a claim in accordance with Article 4.

9.8.8 Liquidated Damages shall be determined in accordance with Paragraph 8.4.

9.8.9 The Certificate of Substantial Completion shall be submitted to the Contractor and Contractor shall submit for consent of surety, if required, for written acceptance and following acceptance, the Owner shall make payment to Substantial Completion. 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 provided such occupancy or use is consented to by the insurer as required under Clause 11.4.1.3 and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have communicated in writing the responsibilities for payments, 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, if different from the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Design Professional as provided under Subparagraph
9.8.2. The stage or the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, then by decision of the Design Professional.

9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Design Professional 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 CLOSE-OUT REQUIREMENTS

9.10.1 Before final completion in accordance with Paragraph 9.11 can be achieved all Work must be complete and accepted including the requirements under Paragraph 9.10 including:

1. Work associated with Punch List(s);
2. testing, balance or performance operations complete and in agreement that associated work is in compliance with the Contract Documents and verified as such by the Design Professional;
3. one hard copy and one electronic copy in .pdf format of final approved test, balance or performance report(s) complete with directory of contents submitted to Owner;
4. Operation and Maintenance Manuals complete and verified as such by the Design Professional;
5. Owner sign-off of receipt of O&M Training on proper use, care and operation of all systems or components as required by the Contract Documents;
6. one hard copy set and one electronic copy in .pdf format of final approved Operation and Maintenance Manuals with directory of contents submitted to Owner and uploaded by Contractor into CIMS;
7. As-Built drawings converted to accurate Record Drawings and verified as such by the Design Professional using information provided by the Contractor and by other knowledge the Design Professional may possess;
8. written certification signed by Owner of delivery and stocking of extra material, equipment or components required by the Contract Documents at a location established by the Owner;
9. delivery of all warranties required by the Contract Documents;
10. all keys, passes, codes, software or other methods or components of control or security which have been correctly and adequately accounted for and closed-out; and,
11. up-loading of all Close-Out documents into CIMS including scans of Building Code Approvals and other code certifications, Substantial Completion documents, Punch Lists, Warranties, O&M Manuals, Training Sign-off, Extra Stock Sign-off, Record Drawings, Final Completion documents, Equipment inventory information as required in Division 01, Correction of Work Period documents and 11th month inspection.

Exception: Up-loading of Final Completion, Correction of Work Period and 11th month inspection documents shall be loaded into CIMS within seven (7) days of availability.

9.10.2 The Contractor shall prepare a separate Close-Out Punch List listing all requirements of Subparagraph 9.10.1 and the status of each, whether completed or not and the expected completed date of each component of the list. The Close-Out Punch List shall be a separate part and a subset of
the Contractor's Punch List required for Substantial Completion in accordance with Subparagraph 9.8.2. At completion of the List, the Contractor shall state in writing to the Design Professional that the Close-Out Punch List has been completed and request a Close-Out Meeting with the Design Professional and the Owner. The Design Professional shall schedule such meeting within ten (10) days of the request, or otherwise reply in writing to the Contractor why the request is premature. At the Close-Out Meeting, all requirements to achieve close-out will be verified, and if Work is found to be complete, the Design Professional, with concurrence from the Owner, shall provide written approval of Contractor's completion of close-out requirements within five (5) days of the conclusion of the meeting.

9.10.3 The balance at Substantial Completion of the Schedule of Values line item for Documents and Close-Out in accordance with Subparagraph 9.2.2 shall only be approved for payment when all requirements under Paragraph 9.10 are complete. No partial payment of the Close-Out balance will be considered. Contractor agrees that Close-Out Requirements, in accordance with Paragraph 9.10, are part of the value of Work defined by the Contract Documents and shall not be construed to mean retainage. Any variation or deviation from this Paragraph 9.10 shall be made through an appropriate Modification in accordance with Article 7.

9.11 FINAL COMPLETION AND FINAL PAYMENT
9.11.1 Following completion of close-out requirements in accordance with Paragraph 9.10, and upon receipt of a written notice from the Contractor that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Design Professional will promptly make such inspection and, when the Design Professional finds the Work acceptable under the Contract Documents and the Contract fully performed, the Design Professional will promptly, with the Owner's prior approval, issue a Certificate of Final Completion and following approval by all parties, a final Certificate for Payment each stating that to the best of the Design Professional's knowledge, information and belief and on the basis of the Design Professional's or Design Professional's Project Representative'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 Design Professional's issuance of Certificate of Final Completion and final Certificate for Payment will constitute a further representation that conditions listed in Subparagraphs 9.10 and 9.11.2 have been fulfilled as precedent to the Contractor's being entitled to final payment.

9.11.2 Final payment shall not become due until the Contractor submits to the Design Professional:

1. an affidavit that payrolls, bills for subcontracts, 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 forty-five (45) days following written notice 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;
5. releases and waivers of claims of all Subcontractors, and suppliers; and,
6. if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers, 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 or other entity refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify and protect the Owner.

If any claim 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 claim, including all costs and reasonable attorney's fees.

9.11.3 If, after Substantial Completion of the Work, Final Completion thereof is materially delayed through no fault of the Contractor or by issuance of changes in the Work affecting Final Completion, and the Design Professional so confirms, the Owner shall, upon application by the Contractor and certification by the Design Professional, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If 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 Design Professional 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.

9.11.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:
   1. Claims, security interests or encumbrances arising out of the Contract and unsettled;
   2. failure of the Work to comply with the requirements of the Contract Documents; or
   3. terms of special warranties required by the Contract Documents.

9.11.5 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of Claims by that payee, except those previously made in writing and identified by the payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Owner may, but is under no obligation, point out unsafe conditions or operations.

10.1.2 The Contractor shall at all times conduct operations and take precautions under this Contract in a manner to avoid risk or bodily harm to persons on or around the Work site and to avoid risk of damage to any property. The Contractor shall continuously inspect the construction operations and shall cause Subcontractors and all other entities on or around the Project to be aware of dangers or risks and to comply with applicable health or safety laws, codes, standards and regulations applicable to the locale where the Project is located.
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 and shall include clean work site, well maintained equipment, barricades, safety awareness programs or whatever effort that will best accomplish required protection;

2. students, staff and public either nearby or within the Project site that shall include re-routing pedestrian ways, re-routing traffic, providing signage, building of bridges, barricades, pedestrian tunnels, or whatever effort that will best accomplish required protection;

3. 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

4. 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 give notices and comply with applicable laws, ordinances, rules, 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 Contractor Documents) to property referred to in Subparagraphs 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a 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, except damage or loss attributable to acts or omissions of the Owner or Design Professional 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 stated throughout the Contract Documents.

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 Design Professional.
10.2.7 The Contractor shall report in writing to the Owner and the Design Professional within five (5) days of an accident arising out of or in connection with the Work which caused lost time injury, personal injury, death or property damage, giving full details and statements of any witnesses. In cases of serious bodily injury, death or serious property damage, Contractor shall immediately contact the proper authorities, as well as, Owner and Design Professional by the most expeditious means.

10.3 HAZARDOUS MATERIALS

10.3.1 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 Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and immediately report the condition to the Owner and Design Professional in writing.

10.3.2 The Owner shall obtain the services of a properly licensed testing 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 obtain the services of a remediation contractor to remove the hazard and to verify that it has been rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contract Time adjusted as provided in Article 7. "Rendered Harmless" shall mean that the levels of such materials are less than any applicable exposure levels, including but not limited to EPA regulations.

10.4 The Owner shall not be responsible under Paragraph 10.3 for materials and substances brought to the site by the Contractor.

10.5 If, without negligence on the part of the Contractor, the Contractor is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Contract shall be equitably adjusted in accordance with Article 7.

10.6 EMERGENCIES

10.6.1 In an emergency affecting safety of persons or property, the Contractor shall use its best efforts 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 Paragraph 4.3 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

11.1 LIABILITY INSURANCE

11.1.1 The Contractor and Subcontractors shall purchase from and maintain in a company or companies lawfully authorized to transact insurance in New Mexico, insurance that shall protect the Contractor and Subcontractors from claims set forth below, which may arise out of or result from operations under the Contract and for which the Contractor and Subcontractors may be legally liable, whether such operations be by the Contractor and Subcontractors 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, which 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 damage for personal injury;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
6. claims for damages because of bodily injury, death of a person 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 Paragraph 3.18.

Provision of insurance does not limit the liability of the Contractor under 3.18.1 herein.

11.1.2 The Contractor shall ensure that liability insurance is maintained in accordance with Article 11 and may, at Contractor's option, either insure the activities of Subcontractors or require them to maintain insurance to cover all claims in Article 11. If the Owner is damaged by the failure or neglect of the Contractor to maintain insurance as described above, then the Contractor shall be liable for all costs and damages properly attributable thereto.

11.1.3 The insurance required by Subparagraph 11.1.1 shall be written for not less than limits of liability specified herein or required by law, whichever coverage is greater. Coverage shall be written on an occurrence basis and shall be maintained without interruption from the date of commencement of the Work until date of Final Payment and termination of any coverage required to be maintained after final payment.

11.1.4 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These certificates and the insurance policies required by this Paragraph 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least forty-five (45) days prior written notice has been given to the Owner. If any of the foregoing insurance coverages are requested to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph 9.10.2. 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.

11.1.4.1 The Certificates of Insurance shall clearly state the coverages, limits of liability, covered operations, effective dates and dates of expiration of policies of Insurance. The Contractor will promptly notify and furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits. The Certificates of Insurance shall be in the appropriate ACORD form, or similar format acceptable to the Owner and shall include the following statements:

1. "The State of New Mexico, the (the name(s) of the Owner whose name(s) appear on the Agreement), its agents, servants and employees are recognized as Additionally Insured."
2. "The insurance coverage certified herein will not be canceled or materially changed, except after forty-five (45) days written notice has been provided to the Owner"
3. "The insured will not violate, or permit to be violated, any conditions of this policy, and will at all times satisfy the requirements of the insurance company transacting the policy."
4. "The coverage provided by this certificate is primary."
5. "Nothing in this certificate of coverage will be construed to affect the State of New Mexico or owner, agents, servants and employees defenses, immunities or limitations of liability under the New Mexico Tort Claims Act."

11.1.5 Minimum Required Coverages:

11.1.5.1 Worker's Compensation Insurance shall be provided as required by applicable State law for all employees engaged at the site of the Project under this Contract, including Subcontractor employees. In case any class of employee engaged in work on the Project under this Contract is not protected under the Worker's Compensation Statute, the Contractor shall provide, and cause each Subcontractor to provide Employer's Liability Insurance in an amount not less than five hundred thousand ($500,000). Failure to comply with the conditions of this Subparagraph 11.1.5.1 will subject this Contract to termination.

11.1.5.2 Public Liability Insurance shall not be less than the liability amounts set forth in the New Mexico Tort Claims Act, §41-4-1 et seq. NMSA 1978, as it now exists or may be amended.

11.1.5.3 Comprehensive Vehicle Liability Insurance, for both owned and non-owned vehicles, shall be one million dollars ($1,000,000) per occurrence combined single limit for both personal injury and property damage.

11.2 OWNER'S LIABILITY INSURANCE

11.2.1 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

11.3 PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE

11.3.1 Optionally, the Owner may provide Project Management Protective Liability Insurance, otherwise known as Project Insurance, as primary coverage for the Owner's, Contractor's and Design Professional's vicarious liability for construction operations under the Contract. The minimum limits of liability purchased with such coverage shall be equal to the limits required for Contractor's Liability Insurance under Clauses 11.1.1.2 through 11.1.1.5.

11.3.2 To the extent damages are covered by Project Management Protective Liability insurance, the Owner, Contractor and Design Professional waive all rights against each other for damages, except such rights as they may have to the proceeds of such insurance. The policy shall provide for such waivers of subrogation by endorsement or otherwise.

11.4 PROPERTY INSURANCE

11.4.1 Unless Builder's Risk coverage is furnished by the Owner as indicated in Paragraph 7.2 of the Agreement between the Owner and the Contractor, the Contractor shall provide insurance which will protect the interests of the Contractor and Subcontractors in the Work. 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 Paragraph 9.11 or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph 11.4 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, and Subcontractors in the Project.

11.4.1.2 This property insurance may not cover portions of the Work stored off the site or any portions of the Work in transit. Insurance covering Work or materials stored off site shall be in accordance with sub-paragraph 9.3.2.

11.4.1.3 Partial occupancy or use in accordance with Paragraph 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.

11.4.2 Boiler and Machinery Insurance. The Owner shall purchase and maintain Equipment Breakdown Coverage if 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 and Subcontractors in the Work.

11.4.3 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.

11.4.4 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 Modification / Change Request Change Order.

11.4.5 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 through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive rights in accordance with the terms of Subparagraph 11.4.7 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.

11.4.6 Before an exposure to loss may occur, the Contractor may review any Owner provided insurance required by this Paragraph 11.4. 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 thirty (30) days prior written notice has been given to the Contractor.

11.4.7 Waivers of Subrogation. The Owner and Contractor waive all rights against each other and any of their 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 Paragraph 11.4 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner. The Owner or Contractor, as appropriate, shall require of the Design Professional, Design Professional's consultants, separate contractors described in Article 6, if any, and the 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 that 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. The provisions of this paragraph shall not include claims with respect to damages to non-work buildings or properties

11.4.7.1 The provisions of Paragraph 11.4.7 shall not be effective as to a person or entity whose acts or failures to act cause the harm and rise to a level beyond mere negligence.

11.4.8 A loss insured under Owner's property insurance shall be adjusted by the Owner and made payable to the Owner for the insured’s, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Subparagraph 11.4.10. 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.

11.4.9 The Owner shall distribute in accordance with such agreement as the parties in interest may agree, or in accordance with an arbitration award in which case the procedure shall be as provided in Paragraph 4.6. 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.

11.4.10 The Owner shall have power to adjust and settle a loss with insurers.

11.5 PERFORMANCE BOND AND PAYMENT BOND

11.5.1 If the contract price exceeds $25,000, the Contractor shall furnish Labor, Material and Performance surety bonds covering faithful performance of the Contract in amounts not less than 100 percent of the Contract amount, exclusive of GRT, unless Owner or the Contract Documents require a lesser percentage, for payment of obligations arising there under. These Labor, Material and Performance bonds shall be delivered to the Owner within seven (7) days of the Notice of Award or evidence satisfactory to the Owner that such bonds are forthcoming. Said bonds must comply with the requirements of §13-4-18, NMSA 1978. If the amount of the Sum of the Work is increased, the amounts of the bonds shall be increased accordingly.

11.5.1.1 A Subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor’s contract (to the Contractor) for work to be performed on a project is one hundred and twenty-five thousand dollars ($125,000) or more. Failure of a Subcontractor to provide required bond shall not subject the Owner to any increase in cost due to any substitution of an approved Subcontractor.
11.5.2 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 permit a copy to be made.

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 Design Professional's or Owner's request or to requirements specifically expressed in the Contract Documents, it must be uncovered for the Design Professional's and Owner'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, which the Design Professional has not specifically requested to examine prior to its being covered, the Design Professional 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 Modification in accordance with Article 7, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, 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
12.2.1.1 The Contractor shall promptly correct Work rejected by the Owner or Design Professional 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 defective Work, including additional testing and inspections and compensation for the Design Professional'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 Paragraph 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 Subparagraph 9.8.6, 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 the Work, if the Owner fails to notify the Contractor and gives the Contractor an opportunity to make the correction, the Owner waives the rights to require the correction by Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within reasonable time during that period after receipt of notice from the Owner or Design Professional, the Owner may correct it in accordance with Paragraph 2.4.
12.2.2 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 performance of the Work and in accordance with all other requirements of Subparagraph 9.8.6.

12.2.2.3 The one-year period for correction of Work shall be extended by corrective Work performed by the Contractor pursuant to this Paragraph 12.2 and Sub-paragraph 9.8.6.

12.2.3 The Contractor shall remove from the site portions of the Work which 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 which is not in accordance with the requirements of the Contract Documents.

12.2.5 Nothing contained in this Paragraph 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents or law. Establishment of the one-year period for correction of Work as described in Subparagraph 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.

12.2.6 Eleven (11) months after Substantial Completion, the Design Professional shall coordinate, with the Owner and the Contractor, an 11-Month Correction Period Inspection of all portions of the Work. Any Work found defective or needing adjustment or other correction in order to function and operate in accordance with the indication of the Contract Documents shall be promptly completed by the Contractor within twenty (20) days, or as otherwise agreed between the parties. The Owner may make such corrections or adjustments in accordance with Paragraph 2.4.

12.3 ACCEPTANCE OF NONCONFORMING WORK

12.3.1 If the Owner prefers to accept Work which 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 PROVISONS

13.1 LAW

13.1.1 The Contract shall be governed by the laws of the State of New Mexico and parties agree that the State of New Mexico District Court of the County, where the Project is located, shall have
exclusive jurisdiction to resolve all Claims, issues and disputes not otherwise resolved in accordance with the Contract Documents.

13.1.2 The Owner's total liability to Contractor or any other entity claiming by, through, or under Contractor for any Claim, cost, loss, expense or damage caused in part by the fault of the Owner and in part by the fault of the contractor or any other entity or individual shall not exceed the percentage share that Owner's fault bears to the total fault of Owner, Contractor and all other entities and individuals as determined on the basis of comparative fault principles.

13.1.3 All Work shall be completed in accordance with and shall be inspected within requirements of the Construction Industries Licensing Act, Chapter 60, Article 13 NMSA 1978.

13.2 SUCCESSORS AND ASSIGNS

13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, 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 an institutional lender providing construction financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

13.2.3 The Contractor shall not assign the Contract or proceeds hereof without written consent of the Owner. If contractor attempts to make such an assignment without such consent, it shall be void and confer no rights to third parties; the Contractor shall nevertheless remain legally responsible for all obligations under the Contract. Any consent of the Owner to such assignment shall be written and include "it is agreed that the funds to be paid to the assignee under this assignment are subject to performance by the Contractor and to claims for services rendered or materials supplied for the performance and of the Work and other obligations of the Contract Documents in favor of any entity rendering such services or providing such materials".

13.3 WRITTEN NOTICE

13.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or 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, Federal Express, or similar service with 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 rights and remedies available there under, 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, Design Professional 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 or acquiescence in a breach there under, except as may be specifically agreed in writing.

**13.4.3** Contractor shall carry out the Work without delay in accordance with the Contract Documents during any and all disputes or disagreements, unless otherwise agreed to by the Owner in writing.

**13.5 TEST AND INSPECTIONS**

**13.5.1** Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided by Subparagraph 2.2.4 or elsewhere in the Contract Documents, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, provided by the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals unless otherwise provided in the Contract Documents. The Contractor shall give the Owner and Design Professional timely notice of when and where tests and inspections and approvals are to be made so that the Design Professional may be present for such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

**13.5.2** If the Design Professional, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Subparagraph 13.5.1, the Design Professional 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 Design Professional of when and where tests and inspections are to be made so that the Design Professional may be present for such procedures. Such costs, except as provided in Subparagraph 13.5.3, shall be at the Owner's expense.

**13.5.3** If such procedures for testing, inspection, or approval under Subparagraphs 13.5.1 and 13.5.2 reveal 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 Design Professional'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 Design Professional and to the Owner.

**13.5.5** If the Design Professional is to observe tests, inspections or approvals required by the Contract Documents, the Design Professional 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**
13.6.1 Payments due and unpaid undisputed amounts, under the Contract Documents, shall bear interest from the date payment is due in accordance with State statute regulating prompt payment.

13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

13.7.1 As between the Owner and Contractor:

1. before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;

2. between Substantial Completion and Final Certificate for Payment. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment; and

3. after Final Certificate for Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act of failure to act by the Contractor pursuant to any Warranty provided under Subparagraph 9.8.6, Paragraph 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

13.8 EMPLOYMENT

13.8.1 Equal Employment Opportunity

13.8.1.1 The Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or other in accordance with U.S. Executive Order 11246, as amended, and NM Executive Order 85-15. The Contractor and Subcontractors agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination and shall in all solicitation or advertisement for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

13.8.1.2 If the Contract constitutes a federally assisted construction contract within the meaning of 41 CFR 60-1.3 (1987), then the equal opportunity clause of 41 CFR 60-1.4(b) is incorporated herein by reference.

13.8.2 Wage Rates

13.8.2.1 For Contracts in excess of $60,000, minimum wages will be paid as determined by the Department of Workforce Solutions in accordance with §50-4-20 to 50-4-30 NMSA 1978, entitled "Minimum Wage Act". The Contractor and Subcontractors shall deliver or mail copies of the certified weekly payrolls, prepared in accordance with regulations, to the Labor Commission and to the Design Professional.

13.8.2.2 The scale of wages to be paid will be posted by the Contractor in a prominent and easily accessible place on the job site.

13.8.3 Apprentices
13.8.3.1 Except as otherwise required by law, the number of apprentices in each trade or occupation employed by the Contractor and Subcontractors, material suppliers and equipment suppliers shall not exceed the number permitted by the applicable standards of the United States Department of Labor, or, New Mexico Construction Industries Division.

13.8.4 On-the-Job Relations with Contractor

13.8.4.1 The Contractor shall at all times have competent superintendent(s) or foremen on the job in immediate charge of the Work who shall receive communications from Design Professional or Owner in the prosecution of the Work, in accordance with the Contract Documents. Any person executing the Work, who in the opinion of the Design Professional or the Owner, appears to be incompetent or act in a disorderly or intemperate manner or violating provisions of the Contract Documents, shall upon written request, be immediately removed from the Project and not again be employed on any part of the Work. Failure to comply with this Subparagraph 13.8.4.1, shall upon the Owner’s decision, be cause to immediately stop the Work in accordance with Paragraph 14.2.

13.8.5 Employee Background Checks

13.8.5.1 The Contractor shall be responsible for complying with the provisions of §22-10.3.3.B NMSA 1978, regarding employees' having unsupervised access to students. In the event that §22-10.3.3.B NMSA 1978 applies, and upon prior approval by the Owner, reasonable costs for background checks shall be reimbursed without mark-up or fee.

13.9 Records

13.9.1 In the even of a dispute between Owner and Contractor, the Owner shall have right to discovery and access to and the right to examine any accounting or other records of the Contractor involving transactions and Work related to this Contract for three (3) years after Final Payment or after final resolution of any disputes, whichever is later. The conditions of this paragraph apply equally to Subcontractors and suppliers.

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 thirty (30) consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or any other persons or entities performing portions of the Work under the contract with the Contractor, for any of the following reasons:

1. issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped;
2. an act of government, such as a declaration or national emergency which requires all Work to be stopped;
3. because the Design Professional has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Subparagraph 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 written request, reasonable evidence as required by Subparagraph 2.2.1.

14.1.2 The Contractor may terminate the Contract if, through no act or no fault of the Contractor or a Subcontractor or their agents or employees or any other persons or entities performing portions of the Work under contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Paragraph 14.3 constitute in the aggregate more than one hundred percent (100%) of the total number of days scheduled for completion, or one hundred twenty (120) days in any 365-day period, whichever is less.

14.1.3 If one of the reasons described in Subparagraph 14.1.1 or 14.1.2 exists, the Contractor may, upon seven (7) days written notice to the Owner and Design Professional, terminate the Contract and recover from the Owner payment for Work executed, including overhead and profit in accordance with Article 7 for Work performed, and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery excluding, overhead and profit.

14.1.4 If the Work is stopped for a period of sixty (60) consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portion of the Work under contract with the Contractor because the Owner has persistently 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 (7) additional days written notice to the Owner and the Design Professional, terminate the Contract and recover from the Owner as provided in Subparagraph 14.1.3.

14.2 TERMINATION BY THE OWNER FOR CAUSE
14.2.1 The Owner may terminate the Contract if the Contractor:
   1. refuses or fails to supply enough properly skilled workers or proper materials;
   2. fails to make payment to Subcontractors for material or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
   3. disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
   4. disregards the authority of the Owner or Design Professional;
   5. fails after commencement of the Work to proceed day-to-day continuously with the construction and completion of the Work for more than ten (10) days, except as permitted under the Contract Documents;
   6. fails to maintain owner approved schedule or owner approved recovery schedule; and,
   7. otherwise is guilty of substantial breach of a provision of the Contract Documents.

14.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety notice, as required by the surety bonds, if any, seven (7) days written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
   1. take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
   2. accept assignment of subcontracts pursuant to Paragraph 5.4; and
3. finish the Work by whatever reasonable method the Owner may deem expedient. Upon 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.

14.2.3 When the Owner terminates the Contract for one of the reasons stated in Subparagraph 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Design Professional's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived. 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 Owners as the case may be, shall be certified by the Design Professional, upon application, and this obligation for payment shall survive termination of the Contract.

14.2.5 In carrying out the Owner's right to complete the Work in accordance with Paragraph 14.2, the Owner shall have the right to exercise the Owner's sole discretion as to the manner, methods and reasonableness of costs of completing the Work.

14.3 SUSPENSION BY THE OWNER BY 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.

14.3.2 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 Subparagraph 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:
   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.

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.

14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:
   1. cease operation as directed by the Owner in the notice;
   2. take action necessary, or that the Owner may direct, for the protection and the 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.

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 completed.
SUPPLEMENTARY CONDITIONS

MODIFICATION TO GENERAL CONDITIONS
1.0 None (add any modifications to the General Conditions here):

ADDITIONAL CONDITIONS
2.0 Stated Allowances
2.1 The Contractor shall include the cash allowances listed in Section 00 4113 or Section 00 4166 – BID FORM in his Bid.
2.2 The Contractor shall purchase the "Allowed Materials" as directed by the Owner through the Architect/Engineer on the basis of the lowest and best bid of at least three competitive bids. Unless specified by the Construction Documents otherwise, if the actual price for purchasing the "Allowed Materials" is more or less than the "Cash Allowance," the Contract Price shall be adjusted accordingly (see Subparagraph 3.8.4). The adjustment in Contract Price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance, or any other incidental expenses. The total cost of installation of the "Allowed Materials" shall be included in the Base Bid or Alternates as appropriate.
INSTRUCTIONS:

The State Minimum Wage Rate Determination and related documents issued for this specific project shall be inserted on this page.

NOTE: Not required if project is less than $60,000 (effective June 17, 2005)

Insert Wage Rate Determination here
Wage Decision Approval Summary

1) Project Title: Phase Three, RRDO Renovations
   Requested Date: 05/18/2016
   Approved Date: 05/19/2016
   Approved Wage Decision Number: SA-16-0995-B

   Wage Decision Expiration Date for Bids: 09/16/2016

2) Physical Location of Jobsite for Project:
   Job Site Address: RRPS District Office
   Job Site City: Rio Rancho
   Job Site County: Sandoval

3) Contracting Agency Name (Department or Bureau): Rio Rancho Public Schools
   Contracting Agency Contact's Name: Alfred Sena
   Contracting Agency Contact's Phone: (505) 896-0667 Ext. 51161

4) Estimated Contract Award Date: 07/15/2016

5) Estimated total project cost: $350,000.00
   a. Are any federal funds involved?: No
   b. Does this project involve a building?: Yes - District Office Building to be renovated
   c. Is this part of a larger plan for construction on or appurtenant to the property that is subject to this project?: No
   d. Are there any other Public Works Wage Decisions related to this project?: No
   e. What is the ultimate purpose or functional use of the construction once it is completed?: District Offices

6) Classifications of Construction:

<table>
<thead>
<tr>
<th>Classification Type and Cost Total</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Building (B) Cost: $350,000.00</td>
<td>Demolition, General Construction, Sheet Rock, suspended ceilings, painting, rough carpentry, finish carpentry, aluminum storefront, carpet, electrical, mechanical, special systems work.</td>
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</table>
PUBLIC WORKS PROJECT REQUIREMENTS

As a participant in a Public Works project valued at more than $60,000 in the State of New Mexico, the following list addresses many of the responsibilities that are defined by statute or regulation to each project stakeholder.

Contracting Agency
- Ensure that all Contractors wishing to bid on a Public Works project when the project is $60,000 or more are actively registered with the Public Works and Apprenticeship Application (PWAA) website: http://www.dws.state.nm.us/pwaa (Contractor Registration) prior to bidding.
- Please submit Notice of Award (NOA) and Subcontractor List(s) to the PWAA website promptly after the project is awarded.
- Please update the Subcontractor List(s) on the PWAA website whenever changes occur.

General Contractor
- Provide a complete Subcontractor List and Statements of Intent (SOI) to pay Prevailing Wages for each Contractor to the Contracting Agency within 3 (three) days of award.
- Ensure that all Subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: http://www.dws.state.nm.us/pwaa prior to bidding when their bid will exceed $60,000.
- Submit bi-weekly certified payrolls to the Contracting Agency.
- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.
- Confirm the Wage Rate poster, provided in PWAA, is displayed at the job site in an easily accessible place.
- Make sure, when a project has been completed, the Affidavits of Wages Paid (AWP) is sent to the Contracting Agency.

Subcontractor
- Ensure that all Subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: http://www.dws.state.nm.us/pwaa prior to bidding when their bid will exceed $60,000.
- Submit bi-weekly certified payrolls to the General Contractor(s).
<table>
<thead>
<tr>
<th>Trade Classification</th>
<th>Base Rate</th>
<th>Fringe Rate</th>
<th>Apprenticeship</th>
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<td>Asbestos Worker - Heat &amp; Frost Insulator</td>
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<td>Outside Classifications</td>
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NOTE: SUBSISTENCE, ZONE AND INCENTIVE PAY APPLY ACCORDING TO THE PARTICULAR TRADES COLLECTIVE BARGAINING AGREEMENT. DETAILS ARE LOCATED AT WWW.DWS.STATE.NM.US.
SECTION I
ADDITIONAL SUPPLEMENTAL GENERAL CONDITIONS

1. AMENDMENTS OF GENERAL CONDITIONS

“The Supplementary General Conditions” contain the following changes and additions to General Conditions: “American Institute of Architects: Standard Document No. A201, hereinafter referred to as the “A.I.A. General Conditions:

Where any part of the A.I.A. General Conditions is modified or voided by the Supplementary General Conditions, the unaltered provision shall remain in effect.

The A.I.A. General Conditions are amended as follows:

a. ARTICLE 4, CONTRACTOR
(1) Add paragraph 4.5.2., as follows:

The Contractor shall guarantee in writing all completed work to be free from defects in materials and/or workmanship for the period = ‘e (1) year from the date of final punch list and acceptance by the owner.

2. SPECIFICATIONS

The division of the specifications into different sections is done for the convenience of reference and is not intended to control the Contractor in dividing the work among subcontractors or to limit the scope of work performed by any trade

3. DIMENSIONS

a. Each contractor and subcontractor shall check and verify all conditions, measurements and dimensions and shall call the attention of the Owner and Architect to any omissions or discrepancies.

4. SHOP DRAWINGS
a. As soon as possible after the award of the Contract, the Contractor and various Subcontractors shall prepare and submit to the Architect for approval prints of shop drawings in four (4) copies, and one (1) sepia, where required herein.

b. Shop drawings shall indicate the kind of material; give the size and gauge of members, the method of anchoring and securing members together, the method of securing the work to adjacent structure or materials, and other pertinent data. Data shall contain scale and detail as required to illustrate the work.

c. The Architect shall check the shop drawings for conformity to design intent only, and takes no responsibility for accuracy, fit, or structural soundness or work.

5. **SKILLED LABOR**

Work, which should properly done with skilled labor, shall not be attempted with common laborers. The Contractor shall have on the job at all times ample equipment and personnel to carry on the work properly, including such tools as may be necessary to meet emergency requirements.

6. **TEMPORARY LIGHT AND POWER**

The Contractor shall make the necessary application to the lighting company and pay for all charges, costs, and expenses incidental to the installation and maintenance of temporary lighting and power as required in connection with the operations. Lighting shall be sufficient in all locations to permit the mechanics of the various trades to properly and satisfactorily execute their work. Power outlets shall be so designated. Temporary light and power shall be maintained until the completion of the building
or for a shorter period when so directed by the Architect; when its use is no longer required it shall be completely removed.

7. **OVERLOADING**

The weight of the materials stored upon or carried over the floors and roof shall not be in excess of the normal live loads for these areas.

8. **TEMPORARY ENCLOSURES**

The Contractor shall provide all temporary enclosures that may be necessary to protect the interior of the buildings from the weather elements or from trespassing and vandalism. The enclosures shall include temporary doors, boarding, etc., complete with items of hardware, such as hinges and properly sized locks and padlocks and shall be installed in locations as directed by the Architect.

9. **TEMPORARY WATER**

The Owner shall provide all necessary and required temporary piping, equipment, etc., for obtaining water for all trades during the progress of the work. The Contractor shall arrange and pay for all water required for the work of the various trades until the Owner’s acceptance of the entire project.

10. **RESTORATION OF ROADWAYS AND PAVEMENTS**

Roadway pavements and curbs that are broken, damaged, settled or otherwise defective as a result of receiving, handling or storage of materials or the performance of any work under this Contract shall be restored by the Contractor.

11. **HANDLING MATERIALS**

a. The Contractor and Subcontractors shall be responsible for the proper care and protection of all materials, equipment, etc., delivered at the site. Building
materials, cement, contractor’s equipment, etc., may be stored on the premises, but the placing of the same shall be subject to the approval of the General Contractor. When any room in the building is used as a shop, storeroom, etc., the one making use of such room shall make any repairs, patching or cleaning arising from such use.

b. Each Contractor and Subcontractor shall protect and be responsible for any damage to his work or material, from the date or the agreement until the final payment is made, and shall make good without cost to the Owner any damage or loss that may occur during this period. Each Subcontractor shall handle all material as directed, so that it may be inspected by the Architect and Contractor. Should any material be found defective or any way contrary to the Contract, this material, no matter in what stage of completion, may be rejected by the Architect.

12. OCCUPATION BY OWNER

The owner shall have the right to take possession of and use any completed or partially completed portions of the structure or work, notwithstanding the fact that the time for completing the entire work or such portions thereof may not have expired; but such possession and use shall not be an acceptance of the work.

13. INTERRELATION OF DOCUMENTS AND OMISSIONS

a. The Drawings and Specifications are complementary each to the other and what is called for by one shall be as binding as if called for by both. Each Contractor shall call attention, upon submission of bid, of any omissions or errors in plans or any conflict between plans and Specifications. Submission of bid without any such notification shall be evidence that these plans are free of any errors,
omissions, or conflicts and shall constitute full acceptance and understanding of the work involved.

b. The interrelation of the Specifications, the Drawings, and the schedules is as follows: The Specifications determine the nature and selling of the several materials, the Drawings establish the quantities, dimensions and details, and the Schedules give the locations.

c. Should the Drawings disagree in themselves, or with the Specifications, the better quality or greater of work or materials shall be estimated upon, and, unless otherwise ordered by the Architect in writing, shall be performed or furnished. In case the Specifications should not fully agree with the Schedules, the latter shall govern. In case the details do not fully agree with the Schedules, the latter shall govern. Figures given on Drawings govern scale measurements and large scale details govern small scale drawings.

d. Anything found on the Drawings and not mentioned in the Specifications, or vice versa, or anything not expressly set forth in either, but which is reasonable implied, shall be furnished as though specifically shown mentioned in both, without extra charge.

e. Should anything be omitted from the Drawings, necessary to the proper execution of the work herein described, it shall be the duty of the Contractor to so notify the Architect before signing the Contract, and in the event of failure to give notice, the Contractor shall make good any damage, incompletion, or defects, in the work caused thereby without extra charge.

14. **FIRE PROTECTION**
a. The Contractor shall observe and enforce throughout the entire period of construction all requirements of the local Fire Department and the insurance companies to minimize the fire hazard. The Contractor shall post signs and warnings as required to maintain and enforce all regulations imposed to secure such protection and all Contractors shall comply with such regulations.
b. Combustible refuse shall be removed from the buildings daily.
c. No oils, gasoline, or other volatile liquids shall be kept on or inside the buildings.
d. No open fires shall be allowed on or within the buildings.
e. All other similar necessary precautions shall be taken to reduce the fire hazard.

15. **INDEMNITY AGREEMENT**

   a. Contractor hereby agrees to protect, defend, hold harmless, and indemnify the Architect, the Owner from and against any and all claims, actions, liabilities, losses and expenses, relating to losses or damages, allegedly or actually suffered by a person or persons, including the loss of life, arising out of or incidental to the work or activities of the Contractor or any Subcontractor under this Contract.

16. **CERTIFICATE OF OCCUPANCY**

   At the completion of work the Contractor shall obtain for the Owner both a temporary certificate of occupancy and a final certificate of occupancy from the New Mexico Construction Industries Division.

17. **DEFECTIVE WORK**

   a. Any work or material not acceptable or not conforming to law and regulations by all bodies having jurisdiction shall be removed at the request of the Architect and/or the Contractor.
b. Rejection or the Contractor’s work shall be in accordance with, but not limited to, the following reasons:

1. Deviation from plans and Specifications.
2. Any equipment or materials not installed in a “workmanlike” manner.
3. Any equipment or material that is not installed properly in accordance with manufacturer’s recommendations or applicable building codes.

18. SUBSTITUTION OF MATERIAL

a. Where a definite material is specified, it is not the intention to discriminate against any “approved equal: product made by another manufacturer. It is, rather, the intention to set a definite standard. Open competition is expected, but in all cases, samples of a proposed substitution shall be made unless authorized in writing by the Architect.

b. In making up his bid, the Contractor shall include in his estimate the cost of the material specifically specified. Within one month after the Contract is awarded, he shall submit to the Architect any proposals for substitutions or similar materials that he may care to suggest, together with samples and complete data. “Similar” shall be taken in its general sense not to mean identical but rather equal in performance and quality.

c. The Architect will investigate all such proposals, consult with the Owner and render final decisions as promptly as possible. The Architect does not bind himself to consider substitutions after the expiration of one month, since delays occasioned by the necessary investigations will tend to delay the ordering of
materials, and hence the progress of the work. The decisions of the Architect in
the matter of substitutions and equality shall be final.

d. Should a substitution be accepted under the provisions of the above clauses and
should this substitution prove defective or otherwise unsatisfactory for which it
was intended, within the guaranty period, the Contractor shall replace the
defective materials specified, on which the specification required him to base his
proposal.

19. CLOSING UP OF WORK TO BE INSPECTED

No structural parts, pipes, wiring, etc., shall be enclosed or encased until inspected
and approved by the proper authorities, according to law and good practice. All
necessary cutting and repairing shall be done by the Subcontractor whose work is to
be cut, without extra cost.

20. DEFINITIONS

Where the word “Contractor” appears in these Specifications, it means Contractor or
Subcontractor whose contractual obligation it is to perform the work of the particular
specification section.

21. TEMPORARY SCAFFOLDS, STAGING, SHORING, BRACING, AND
SAFETY DEVICES & PUBLIC PROTECTION.

Provide, erect, maintain and remove when directed, all sidewalk, bridges, public and
pedestrian protection scaffolding, staging, platforms, temporary runways, temporary
flooring, guards, railing, stairs, shoring, bracing, etc., as required by local, state, and
national codes or laws, for the protection of workmen and the public. The
construction, inspection and maintenance of the above items shall comply with all safety codes and regulations as applicable to the project.

22. **CODE**

All work done under this Contract shall conform to all applicable provisions of the Building laws and all applicable laws and/or requirements of the City and State and of any other authorities having jurisdiction.

23. **UNUSUAL CONDITIONS**

It shall be the responsibility of the Contractor and his Subcontractors to protect the Owner from harm in case a previously undiscovered error or existing condition may come to their attention. Any condition that appears illegal, incorrect, or otherwise unsatisfactory shall be brought to the Architect’s attention immediately.

24. **CUTTING AND PATCHING**

Each Contractor shall leave all chases, holes or openings straight, true and proper size in his own work as may be necessary for the proper installation of his own or other Contractor’s work, consulting with the Contractors concerned regarding proper location and size of same. No excessive cutting will be permitted not shall any structural members be cut without the written approval of the Architect. After such work has been installed, he shall carefully fit around, close up, repair, patch and point up same as directed, to the entire satisfaction of the Architect.

25. **EXTRAS**

Bills for extras will be allowed only when the work is ordered in writing. No bills based upon verbal orders will be considered by the Owner unless accompanied by written order of the Owner. Applications for extras shall be submitted not later than
one week from the date such extra work is discussed, contemplated, or requested. No list of work will be considered later, or at the end of the project. Extras must be kept current and approval obtained as the work progresses.

26. **CLEANING OF WINDOWS**

All new windows and existing windows that are to remain shall have all glass and metal thoroughly cleaned of all dirt, grease, and paint.

27. **REMOVAL OF EXISTING RUBBISH AND DEBRIS**

The Contractor shall remove all existing rubbish, furniture, furnishings, and other debris found at job site.

28. **PROGRESS SCHEDULE**

Prior to commencement of work the Contractor shall submit to the Owner for approval a progress schedule showing anticipated time of start and completion for all trades as well as critical path items for timely completion of work. The Contractor shall update this chart every two weeks during the entire construction period.

29. **SUBCONTRACTOR APPROVAL**

Prior to award of the contract, the Contractor shall submit to the Owner a list of Subcontractors. The Owner shall have the right to reject any Subcontractor he deems unqualified to perform any subcontract item.

30. **TRADE PAYMENT BREAKDOWN**
Prior to the start of construction the Contractor shall submit for the Owner and Architect’s approval a trade payment breakdown showing a schedule of values for all trades. Upon approval, this breakdown shall be used as the basis for bi-weekly payment requisitions.

31. **INSURANCE REQUIREMENTS**

Contractor shall carry the following minimum insurance as follows for the duration of the Contract.

1. Workman's Compensation and Employer's Liability Insurance
   
a) New Mexico Statutory Coverage b) Employer's Liability
   
   -$500,000 each person
   
   -$500,000 each occurrence

2. Comprehensive General Liability Insurance
   
a) Public Liability -Including Premises,

   Products, Complete Operations and Contractual

   (1) Bodily Injury -$1,000,000 each occurrence -$5,000,000 aggregate

   (2) Property Damage -Including XCU (Explosion, Collapse, and Underground Damage)

   -$5,000,000

3. Comprehensive Automobile Liability Insurance (including owned. non-owned. and hired vehicles)

   (a) Bodily Injury and Property Damage Liability -$1,000,000 each accident

30 day cancellation required.
IMPORTANT - CERTIFICATES MUST INCLUDE THE FOLLOWING

LANGUAGE: Rio Rancho Public Schools, John Barton Architect, LLC, and all family, agents and employees are hereby named as Additional Insured under this policy for all Liability coverages, are held harmless & indemnified.

END OF SECTION
SECTION 01 1000

SUMMARY OF WORK

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. Work sequence.

2. Contractor use of site.

3. Contractor’s Personnel Jobsite Restrictions

B. Related documents and sections:

1. Document 00 7200 - General Conditions of the Contract
   a. [Article 2]: Basic responsibilities and rights of Owner.
   b. [Article 3]: Basic responsibilities of Contractor.
   c. [Article 6]: Owner's right to award separate contracts.

1.2 WORK SEQUENCE

A. See Section 01 3100 – Project Management and Coordination for related requirements.

B. PHASING OF WORK: Do work in Phases as determined by Owner and Architect at Pre Construction Meeting.

1.3 CONTRACTOR USE OF SITE

A. Existing building and site will be occupied during construction. Cooperate with Owner to minimize conflict and to facilitate Owner’s operations during regular and after-hours use.

B. Contractor will have restricted use of site to allow Owner occupancy.

1. Access to site by trucks, equipment, and automobiles: Limited to route and entrances designated in Section 01 5000 - Temporary Facilities and Controls. Schedule construction traffic and material deliveries to site during time periods
coordinated in advance with Owner.

2. On-site construction vehicle and equipment traffic shall be limited to pathways, areas and time periods approved in advance by Owner to ensure safe site conditions.

3. Parking—Contractor and work force may use Owner-designated portions of existing parking lots.

4. Unless otherwise agreed to in advance by Owner, construction shall be performed only during these time periods:
   a. Monday through Friday, 7:00 AM to 6:00 PM, unless fumes from roofing work become a nuisance to the building’s occupants. In this case, special times will set up for work to be agreed upon by Owner and Contractor.

5. Construction activities shall be limited to areas of actual construction.

6. Existing staff toilet rooms are off-limits to Contractor unless they are not available for use by the school due to the approved schedule of work. Note the following RRPS Requirements:
   “Every contractor performing work for the Rio Rancho Public Schools (RRPS) is expected to perform work in a professional manner and at the highest quality possible. RRPS and the contractor are partners working towards the common goal of repairing and or maintaining systems that support the educational process that occurs in our schools. Contractors and their employees will act in a professional manner when working on school sites and will avoid any direct contact or interaction with students.”

C. Contractor shall make arrangements with Owner to secure any keys necessary for access to existing building and site areas so that the work can be performed. The Contractor assumes sole responsibility for the security and use of keys obtained from the Owner and shall not reproduce them nor lend them out during the progress of the work.

1.4 CONTRACTOR’S PERSONNEL JOBSITE RESTRICTIONS

A. Contractor shall enforce the following requirements on his entire workforce throughout the progress of the Work:

2. All personnel on site, directly or indirectly in the employ of Contractor, are restricted from any interaction with any Owner, Owner’s staff, students, or other members of the public while on, or adjacent to Owner’s property except through jobsite meetings.
conducted by the Design Professional and the Owner or as otherwise determined by the Owner.

2. Contractor’s personnel shall remain in their designated work areas. Communications with any non-project related persons on or near the site shall be through Project Superintendent.

3. No firearms or other types of weapons, of any sort are allowed on site. If member of the Contractor’s workforce is found to be in possession of a firearm, of any kind, they will be directed to leave immediately and will not be allowed to return. This includes firearms found in company or private vehicles, tool boxes, or brought on site in any other manner;

4. Smoking is prohibited on any occupied school campus. Smoking shall be limited to designated areas on a new, or un-occupied, site, if allowed in advance by Owner.

5. There shall be no use, possession, sale, and distribution of alcohol, drugs, or other controlled substances on its premises. The Contractor shall also prohibit the presence of an individual with such substances in their body from the workplace.

6. Any employee who is found in violation of requirements of these restrictions, or of any others within the Contract Documents, or who refuses to permit inspection shall be barred from the Project site at the discretion of the Owner in accordance with Subparagraph 13.8.4.1 of the General Conditions.

7. Comply with Owner’s procedures for individual visual identification of Contractor’s workforce on school site and in occupied areas. If identification badges are required make sure that they are worn at all times on site during the work.

PART 2 - PRODUCTS
   Not used.

PART 3 - EXECUTION
   Not used.

END OF SECTION
PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:
   1. Submittals.
   2. General requirements for coordination of Work.
   3. Field engineering.
   4. Requirements for participation in and administration of:
      a. Pre-construction conference.
      b. Progress meetings.
   5. Progress schedule.

B. Related documents and sections:
   1. Document 00 0700 – General Conditions
      a. Paragraph 3.10 – Contractor’s Schedules, Logs, Meetings, and Reports
   2. Document 00 2113 - Instructions to Bidders: Pre-Bid Conference.
   3. Section 01 1000  - Summary: Work by others.
   4. Section 01 4000 – Quality Requirements: Coordination with Owner’s project roof observer.
   5. Section 01 1500 – Temporary Facilities and Controls

1.2 SUBMITTALS

A. Provide in accordance with Section 01 3300 - Submittal Procedures:
   1. Site mobilization plan (See Section 01 1500 and Paragraph 3.13 in Document 00
0700 – General Conditions).

a. Submit for Owner’s approval prior to start of Work.

b. Update as necessary during progress of Work to adjust for changed conditions and as approved by Owner.

2. Coordination drawings:

b. Provide where coordination is critical for installation of components fabricated off site and where space is limited and maximum utilization of space is required.

c. Show relationship and integration of components and construction entities, required installation sequence, dimensions, and tolerances.

B. Staff assignment list and emergency contact information:

1. Prior to Pre-Construction Conference, provide to Design Professional a list of Contractor's principal staff assignments for Project. Indicate names, duties and responsibilities, addresses, emergency contact information and telephone numbers. Include resume of proposed Project Superintendent showing prior experience as superintendent on projects of similar size and scope. Naming more than one Project Superintendent to be in charge depending which is present at the site will not be acceptable. Design Professional shall be informed in writing prior to any proposed change in Project Superintendent during the progress of the Work. See also Paragraph 3.9 of the General Conditions.

2. Distribute contact information and post in field office coordination.

1.3 GENERAL COORDINATION REQUIREMENTS (See Article 3 in General Conditions).

A. Scheduling: Coordinate scheduling, submittals and work of various specification sections to ensure efficient and orderly sequence of installation of interdependent construction elements. Ensure that work of one specification section is not installed in such a manner as to limit, preclude, or restrict work of another section.

B. Coordinate completion and clean up of work of separate specification sections in preparation for final inspection specified in Section 01 7700 - Closeout Procedures.

C. After acceptance of Work, coordinate access to facility for required maintenance, monitoring, adjusting, and correcting deficiencies to manner to minimize disruption of Owner's activities.
D. Coordinate with Owner regarding work of Owner’s forces and separate contractors. Ensure coordination of such work with Project Schedule.

1.4 FIELD ENGINEERING

A. Existing control datum for field engineering is indicated on Drawings.

B. Locate or establish survey control and reference points prior to starting site construction. Protect points during construction and record locations with horizontal and vertical data on Project Record Documents in accordance with Section 01 7800 - Closeout Submittals.

C. Prior to start of construction, verify location of control points and layout information on Drawings relative to property, setback, and easement lines.

D. Provide competent field engineering services. Establish elevations, lines, and levels utilizing recognized engineering survey practices. Periodically verify layouts.

E. Promptly replace dislocated control and reference points based on original survey control.

1.5 PROJECT COMMUNICATIONS SYSTEM (NOT USED)

1.6 PRE-CONSTRUCTION CONFERENCE

A. Conference will be held after execution of the Agreement and prior to issuance of Notice To Proceed. Time and location will be coordinated with Owner and Design Professional. Meet at the site or other location convenient to all parties.

B. Attendance: Owner, school principal or other designated school representative, Design Professional, consultants, Contractor, and major subcontractors and suppliers.

C. Agenda:

1. Distribution of Contract Documents.

2. Designation and description of roles of responsible personnel representing Owner, Contractor, and Design Professional.

4. Site mobilization plan, use of premises by Contractor and Owner, Owner’s occupancy requirements, work hours, regular school schedule and special school schedule considerations.

5. Construction schedule, work sequence, and delivery priorities.

6. Weekly job meeting schedule.

7. Owner’s right to salvage.

8. Presentation and discussion of site mobilization plan specified in Section 01 50 00 - Temporary Facilities and Controls.

9. Construction facilities, controls, and temporary utilities.

10. Procedures for processing submittals, applications for payment, substitution requests, field decisions and communications, and contract modifications.

11. NOT USED


15. Procedures for spotting of utility lines.

16. Procedures for maintaining project record documents.

17. Requirements for start up of equipment.


19. Introduce Owner’s separate contractors and consultants.

20. Inspection and acceptance of equipment put into service during construction.


22. Emergency contact information.

23. Other pertinent items.

1.7 PROGRESS MEETINGS
A. Refer to Document 00 7200 General Conditions – Paragraph 3.10 for requirements.

1.8 PROGRESS SCHEDULE

A. See Paragraph 3.10 in the General Conditions for requirements.

1. Indicate complete sequence of roofing activity in compliance with roofing production rates required by Contract.

PART 2 - PRODUCTS

2.1 EQUIPMENT

A. Verify utility requirements and characteristics of equipment are compatible with facility utilities. Coordinate work of various specification sections having interdependent requirements for installing, connecting to, and placing in service such equipment.

PART 3 - EXECUTION

3.1 COORDINATION WITH INSTALLED CONSTRUCTION

A. Cutting and patching of installed construction shall be accomplished in accordance with Section 01 7000 - Execution Requirements.

END OF SECTION
SECTION 01 3300

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes submittal procedures for the following related documents and sections:

1. Document 00 7200 - General Conditions, [Paragraph 3.12]: Contractor's responsibilities regarding submittals.

2. Section 01 3100 - Project Management and Coordination: Submittal of Progress Schedule and coordination drawings.

3. Section 01 4000 - Quality Requirements: Manufacturers' field services and reports.

4. Section 01 6300 - Product Substitution Procedures: Submittal of substitution requests.

5. Section 01 7800 - Closeout Submittals: Submittal of project record drawings, operation and maintenance manuals, warranties, certifications of inspection, extra materials, and other closeout submittals.

6. Refer to individual specification sections for unique submittal requirements related to a specific product, system, or procedure.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not Used.

END OF SECTION
SUBMITTAL TRANSMITTAL FORM

The undersigned, as Contractor for the above project, submits the following and certifies that submittal has been reviewed and it conforms with requirements of Contract Documents except as noted.

SUBMITTAL NUMBER:______________________________     RESUBMITTAL: YES   NO

DATE:______________________________NUMBER OF COPIES Submitted: ________

DESCRIPTION:________________________________________________________________

ASSOCIATED SPECIFICATION SECTION NO:____________________________________

REFERENCED DRAWING SHEET NO:___________________________________________

NAME OF SUBCONTRACTOR/SUPPLIER:_______________________________________

SUBMITTED
BY:_______________________________________________DATE:____________________

SIGNATURE: _________________________________________________________________

DATE RECEIVED BY DESIGN PROFESSIONAL:___________________________________

DISTRIBUTED TO:
OWNER   CIVIL   LANDSCAPE   STRUCTURAL   MECHANICAL   ELECTRICAL
OTHER: ___________________________________________________________________

* * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *

ACTION:    No exceptions taken    [   ]
Make corrections noted   [   ]
Revise and resubmit     [   ]
Rejected       [   ]

COMMENTS:

Submittal review corrections and comments by Design Professional do not relieve Contractor from compliance with Contract Documents. Review is only for general conformance with design concept and general compliance with information given in Contract Documents. Contractor is responsible for verifying dimensions, selecting fabrication processes and techniques of construction, coordination with other trades, and performing work in safe and satisfactory manner.

REVIEWED BY:______________________________________DATE:____________________

SIGNATURE: _________________________________________________________________

SUBMITTAL TRANSMITTAL FORM
ITB #: 2016-006-FAC
SECTION 01 4000
QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes quality requirements for the following related sections:

1. Document 00 7200 - General Conditions:
   a. Paragraph 3.3: Contractor's supervision and construction procedures.
   b. Subparagraph 2.2.4: Owner’s responsibilities for testing and inspections.
   c. Article 12: Contractor's responsibility for uncovering and correction of work.
   d. Paragraph 13.5: Requirements for tests and inspections.

2. Section 01 3100 – Project Management and Coordination: Requirements for coordination with Owner’s separate contractors.

3. Section 01 6000 - Product Requirements: Requirements for material and product quality.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION
PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. Site mobilization plan.

2. Temporary services: Electrical, lighting, heating, ventilating, water, telephone, and facsimile.

3. Fencing, barriers, and other temporary controls.

4. Construction facilities: Temporary barriers, fencing, sanitary facilities, access, and parking.

5. Protection of Work and existing facilities.

6. Project sign.


B. Related documents and sections:

1. Document 00 7200 - General Conditions:
   b. Paragraph 3.15: Contractor's responsibility for cleaning.
   c. Article 10: Safety precautions and programs.

2. Section 01 3100 - Project Management and Coordination

2. Section 01 7000 - Execution Requirements: Progress cleaning.

1.2 REFERENCES

A. NFPA 10 - Standard for Portable Fire Extinguishers.

1.3 SITE MOBILIZATION PLAN

A. Coordinate locations for temporary facilities with Design Professional and Owner.

B. Present 3 copies of plan at Pre-Construction Conference in accordance with Section 01 3100 - Project Management and Coordination.

1.4 TEMPORARY ELECTRICITY

A. Connect to existing power source at site. Do not disrupt Owner's need for continuous service. Provide service disconnect and overcurrent protection. Provide temporary feeder as required.

B. Provide power outlets for construction operations with branch wiring, distribution boxes, and flexible power cords as required.

C. Permanent convenience receptacles may be utilized during construction.

1.5 TEMPORARY LIGHTING

A. Provide lighting for construction operations in accordance with Paragraph 3.13 in the General Conditions. Lighting levels shall be appropriate for type and difficulty of work. Use these minimums as guidelines:

B. After dark, provide security lighting for interior and exterior work and storage areas.

C. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.

D. Maintain lighting and provide routine repairs.

E. Permanent building lighting may be utilized during construction. Document existing lighting system conditions at start of Work and submit report to Design Professional for approval before Work begins. Re-lamp, replace, or repair existing fixtures at end of job to return lighting to conditions documented prior to commencement of Work.

1.6 TEMPORARY HEATING AND VENTILATING

A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, and gases.
B. Provide temporary fan units to maintain clean air for construction operations.

C. Maintain minimum ambient temperature of 50 degrees F in interior areas where construction is in progress.

1.7 TEMPORARY WATER SERVICE

A. Connect to existing water source at site for construction operations.

B. Assume responsibility for temporary connections and water lines. Upon completion, remove temporary facilities.

1.8 NOT USED

1.9 FENCING

A. Provide temporary fencing around new materials storage site. Completely separate construction from existing facilities, pathways and related exterior areas.

B. Type: Panelized 6 foot high commercial grade chain link fence. Equip with vehicular and pedestrian gates with locks.

1.10 BARRIERS AND PROTECTION

A. Security: Provide to protect Work and existing facilities from unauthorized entry, vandalism, and theft. Coordinate with Owner's security program and personnel.

B. Barriers: Provide to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from construction operations.

C. Barricades and covered walkways: As required by Design Professional, Owner and governing authorities for safe public access to existing buildings.

D. Enclosures: Provide temporary, insulated, weather tight closures of exterior openings to provide acceptable working conditions, protect Work, and prevent unauthorized entry. Fit with lockable doors.

E. Temporary partitions: Provide to separate work areas from existing building at point of connection. Prevent penetration of dust and moisture into existing building.

F. Emergency exits shall be maintained during construction. Provide separate barriers
as appropriate.

G. Protect existing detection devices such as smoke detectors and sensors from construction dust.

1.11 PROTECTION OF EXISTING AND INSTALLED WORK

A. Protect installed Work. Control activity in immediate work area.

B. Provide temporary and removable protection for installed products.

C. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, and movement of heavy objects with durable sheet materials.

D. Prohibit traffic and storage on roof surfaces and landscaped areas.

1.12 TEMPORARY FIRE PROTECTION

A. Install and maintain temporary fire protection components. Establish and follow procedures to protect against fire losses. Comply with NFPA 241.

B. Fire extinguishers: Provide hand carried, portable, UL rated fire extinguishers of type and size recommended by NFPA 10 for building exposure conditions. Place in accessible, convenient locations in clear view with a minimum of one extinguisher per floor.

C. Access: Maintain unobstructed access to fire hydrants, water supply, fire extinguishers, stairways, and access routes for fighting fires.

D. Heating devices: Exercise care and monitor use of temporary heaters to minimize fire risk.

E. Store combustible materials in fire-safe containers.

F. Volatile products: Do not store paints, varnishes, paint removers, solvents, adhesives, cleaning rags, and other volatile products in building. Take precautionary measures to prevent fire hazards and spontaneous combustion.

G. Cutting and welding: Approve in advance use of open flame cutting, welding, and soldering equipment. Ensure that safe conditions exist before granting approval.
1.13 ACCESS

A. Refer to Drawings for location of acceptable access routes and site entrances. Protect existing curbs and walks traversed by construction vehicles from damage.

B. Identify access to Contractor's work and office area with appropriate signs so that delivery personnel and others may contact Contractor.

C. Prevent unauthorized personnel from accessing school building or site through Contractor's work area.

1.15 FIELD FACILITIES

A. Provide and maintain storage sheds and other facilities as required.

B. Arrange for parking for work force in manner approved by Owner. Do not limit Owner's requirements for parking.

1.16 TEMPORARY SANITARY FACILITIES

A. Provide and maintain required sanitary facilities for work force.

B. New [and existing] toilet facilities shall not be used by work force.

1.17 DRINKING WATER

A. Provide independent source of drinking water for workforce. School drinking fountains shall not be routinely available for Contractor's use.

1.18 PROJECT SIGNS

A. Construction Sign. See Section 01 5001.

1. Furnish project sign and erect on site at location designated by Design Professional.

2. Construction: 4 by 5 feet constructed of 3/4 inch exterior plywood bolted to 4 by 4 inches treated wood posts.

3. Sign shall be prepared by professional sign painter using either painted exhibit lettering or die cut adhesive applied letters.
4. Design, style and proportional sizes of lettering, color, and text shall be as shown in Section 01 5001.

5. Allow no other signs to be displayed without approval of Design Professional or as required by Owner.

1.18 BULLETIN BOARD

A. Furnish and maintain bulletin board adjacent to field office. Display the following throughout construction period:

1. State wage rates.

2. Safety requirements.

3. Official notices and announcements.

1.19 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary above grade and buried utilities, equipment, facilities, and excess materials prior to final inspection.

B. Clean and repair damage caused by installation of temporary facilities.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

[(PROJECT SIGN DRAWINGS FOLLOW)]
RRPS DISTRICT OFFICE RENOVATIONS, PHASE THREE

RIO RANCHO PUBLIC SCHOOLS FACILITIES DEPARTMENT

BOARD OF EDUCATION
DON J. SCHLICHTE PRESIDENT
CATHERINE CULLEN VICE-PRESIDENT
MARTHA JANSSEN SECRETARY
RAYMON MONTANO MEMBER
RYAN PARRA MEMBER
V. SUE CLEVELAND, ED.D. SUPERINTENDENT
ALFRED R. SENA EXECUTIVE DIRECTOR
TRACEY HELLER PROJECT MANAGER

YOUR BOND DOLLARS AT WORK

NOTES:
1. SIGN TO HAVE WHITE BACKGROUND WITH BLACK TEXT.
2. CONFIRM TEXT WITH OWNER PRIOR TO FABRICATION.

PROJECT SIGN
SCALE: 1" = 1'-0"
SECTION 01 6300

PRODUCT SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes requirements for product options and substitution procedures.

B. Related documents and sections:

   1. Section 00 7200 General Conditions:
      a. Paragraph 3.4 – Labor and Materials

1.2 SUBSTITUTIONS

A. After Contract award:

   1. After signing of Agreement Between Owner and Contractor, Design Professional will consider written requests for substitutions in accordance with Subparagraph 3.4.2 of the General Conditions.

   2. Submit separate request for each substitution with Form 01 6302 - Contractor Substitution Request Form. Copy of form follows this Section. Provide data documenting need for substitution and substantiating compliance of proposed product with Contract Documents. Include proposed changes to contract amount and time if substitution is accepted.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION - FORMS FOLLOW
CONTRACTOR SUBSTITUTION REQUEST FORM

The undersigned, as Contractor for the above Project, requests that the following product be accepted for use in the Project

PRODUCT: ________________________________________________________________

MODEL NO.: ______________________________________________________________

MANUFACTURER: _________________________________________________________

ADDRESS: __________________________________________________________________

The above product would be used in lieu of

PRODUCT: ________________________________________________________________

specified in

SECTION: __________________________________________________________________

PARAGRAPH: __________________________________________________________________

Reason for substitution request: __________________________________________________________________

_____________________________________________________________________________

Attached are the following circled items:

1. Product description including specifications, performance and test data, and applicable reference standards.

2. Drawings.

3. Photographs.

4. Samples.

5. Tabulated comparison with specified product.

6. For items requiring color selections, full range of manufacturer’s color samples.

7. Documentation of reason for request.

8. Cost data for comparing proposed substitution with specified product.
9. Other: ______________________________________________________________

The undersigned certifies that the following statements are correct. Explanations for all items which are not true are attached.

1. Proposed substitution has been thoroughly investigated and function, appearance, and quality meet or exceed that of specified product. TRUE FALSE

2. Same warranty will be provided for substitution as for specified product. TRUE FALSE

3. No aspect of Project will require re-design. TRUE FALSE

4. Use of substitution will not adversely affect:
   a. Dimensions shown on Drawings. TRUE FALSE
   b. Construction schedule and date of completion. TRUE FALSE
   c. Work of other trades. TRUE FALSE

5. Maintenance service and replacement parts for proposed substitution will be readily available in [Las Cruces] [El Paso] [Roswell] [Albuquerque] [Southern New Mexico] [Northern New Mexico] [_____] area. TRUE FALSE

6. Proposed substitution does not contain asbestos in any form. TRUE FALSE

7. All changes to Contract Sum related to use of proposed substitution are included in price listed below. Contractor waives claims for additional costs related to acceptance of substitution which may subsequently become apparent. TRUE FALSE

8. Costs of modifying project design caused by use of proposed substitution which subsequently become apparent will be paid for by Contractor. TRUE FALSE

If substitution request is accepted:

Contract Sum will be [decreased] [increased] by $ _____________________________

Contract Time will be [decreased] [increased] by ______________________________ calendar days.
Submitted By:

CONTRACTOR: _____________________________________________________________
ADDRESS: ______________________________________________________________
TELEPHONE NUMBER: ____________________________________________________
NAME OF PERSON SUBMITTING REQUEST: _________________________________
TITLE: _________________________________________________________________
DATE: _________________________________________________________________
SECTION 01 7700
CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. Closeout procedures: Substantial and Final Completion.
2. Final cleaning.

B. Related documents and sections:

1. Document 00 7200 - General Conditions of the Contract,
   a. Paragraph 9.8: Substantial Completion.
   c. Paragraph 9.10: Closeout Requirements
   d. Paragraph 9.11: Final completion and final payment.
   e. Subparagraph 12.2.2.1: One year correction period for Contractor to correct defective work.

2. Section 01 7000 - Execution Requirements: Progress cleaning.

3. Section 01 7500 – Starting and Adjusting: Starting and adjusting items of equipment and complete systems.

4. Section 01 7800 - Closeout Submittals: Submittal of project record documents, operation and maintenance manuals, warranties, certificates of inspection, extra materials, and keys.

5. Section 01 7900 – Demonstration and Training: Demonstrations and training for Owner's personnel.
1.2 SUBSTANTIAL COMPLETION PROCEDURES
A. Prior to or in conjunction with submission of Contractor’s request for Substantial Completion, submit the items specified in Section 01 7800 - Closeout Procedures:

B. Comply with Document 00 7200 - General Conditions of the Contract, Paragraph 9.8 for issuance of Certificate of Substantial Completion.

1.3 FINAL COMPLETION PROCEDURES
A. Follow procedures as outlined in Article 9 of the General Conditions.

1.4 FINAL CLEANING
A. Execute final cleaning prior to final inspection by methods and with materials and equipment suitable for commercial/institutional building maintenance. See Paragraph 3.13 – General Conditions.

PART 2 - PRODUCTS
Not Used.

PART 3 - EXECUTION
Not Used.

END OF SECTION
PART 1 – GENERAL

1.1 SUMMARY

A. Section includes procedures for preparing and submitting closeout submittals:

1. Project Record Documents.
2. Operation and maintenance manuals and data.
3. Warranties.
4. Certificates of inspection and compliance.
5. Insurance information
7. Extra materials.

B. Related documents and sections:

1. Document 00 7200 - General Conditions of the Contract:
   a. Paragraph 3.5: Contractor's warranty that Work is of good quality and free from defects and conforms to Contract Documents.
   b. Subparagraph 9.9.1: Commencement of warranties and correction period.
   c. Subparagraph 9.10.1: Closeout requirements
   d. Paragraph 9.11: Affidavits and Certificates required before Final Payment
   e. Subparagraph 12.2.2.1: One year correction period for Contractor to correct
defective work.

2. Section 01 3300 - Submittal Procedures: Submittal of shop drawings, product data, samples, installation instruction, reports and other submittals during construction prior to closeout.

3. Section 01 7801 – Equipment Inventory and Roofing Data Collection: Requirements for completing equipment inventory and roofing data submittals.

4. As Built Drawings - Submit three hard copies and three electronic copies on disks of “As Built Drawings” showing any and all changes from the original drawings clearly marked in red.

1.1 OPERATION AND MAINTENANCE DATA

A. Provide operation and maintenance data for:

   1. Equipment and systems for which operation and maintenance data is requested in individual specification sections.

B. Provide written sequence of operations for each automated building system, including those related to the following:

   1. Automated building systems and components.

C. Submission:

   1. Submit data to Design Professional in one or more binders.

   2. Submit for review one draft copy 30 days prior to need date or as otherwise specified. This copy will be returned after review with Design Professional's comments. Revise content as required.

   3. Once approved, submit copies of final operation and maintenance manuals as follows:

      c. Two (2) hard copy(ies) and one (1) electronic disk of entire manual to District.

      b. One (1) electronic disk of entire manual to PSFA.
c. One (1) electronic disk of entire manual to Design Professional.

4. All manuals shall be submitted prior to or in conjunction with Contractor’s request for Substantial Completion and prior to demonstration and training session.

D. Contents:

1. Appropriate design criteria.
2. Equipment parts list.
3. Equipment inventory data (on Owner-provided electronic forms) and parts lists.
4. Roofing data (on Owner-provided electronic forms).
5. Operating instructions.
7. Shop drawings and product data.
8. Written sequence of operations for each automated building system.
9. Testing, balancing, and other field quality reports.
12. Other material and information as indicated in individual specification sections and as necessary for operation and maintenance by Owner's personnel.

E. Form:

1. Hard copies of manuals shall be 8-1/2 x 11 inch text pages bound in three ring expansion binders with a hard durable plastic cover. All documents to be originals unless otherwise noted.
2. Prepare binder covers with printed subject title of manual, title of project, date, and volume number when multiple binders are required. Printing shall be on face and spine.

3. Internally subdivide the binder contents with divider sheets with typed tab titles under reinforced plastic tabs. Place dividers at beginning of each chapter, part, section, and appendix.

4. Provide a table of contents for each volume.

5. Provide directory listing as appropriate with names addresses, and telephone numbers of Design Professional, Contractor, subcontractors, equipment suppliers, and nearest service representatives. Provide emergency 24-hour service contact information for all subcontractors, service contractors and principal vendors.

6. Provide electronic data disk(s) with each manual including all data required to be submitted electronically. Include hard copy with each manual.

1.2 WARRANTIES

   A. Provide duplicate notarized copies of special and extended warranties as required by individual specifications sections.

   B. Submit warranties to Design Professional prior to or in conjunction with submission of Notice of Substantial Completion.

   C. Execute and assemble warranties from subcontractors, suppliers, and manufacturers.

   D. Provide Table of Contents and assemble in three ring binder with a hard durable plastic cover. Internally subdivide the binder contents with permanent page dividers, with tab titling clearly typed under reinforced laminated plastic tabs.

   E. For items of work delayed beyond date of Substantial Completion, provide updated warranty submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

1.3 CERTIFICATES OF INSPECTION AND COMPLIANCE

   A. For inspections throughout the construction period required by regulatory agencies, obtain and maintain certificates issued to show compliance.
B. Assemble certificates and any formal written evidence of regulatory compliance in three ring binder with table of contents and submit to Design Professional prior to or in conjunction with submission of Notice of Substantial Completion.

C. Certificate of Occupancy: Prior to Substantial Completion, obtain from authorities having jurisdiction Certificate of Occupancy. Submit with Notice for Substantial Completion.

1.4 INSURANCE INFORMATION

A. Submit prior to or in conjunction with submission of Contractor’s request for Substantial Completion information regarding insurance including change over requirements and insurance extensions.

1.5 MAINTENANCE TOOLS

A. Provide all special tools, instruments, and other implements required for the functional operation and maintenance of equipment, systems, and other components installed as part of this project. Include screw drivers, crescent wrenches, pliers, and Allen wrenches as well as more unique and atypical tools.

B. Tools shall be as provided or recommended by manufacturers of installed equipment and systems. Types and sizes shall be as specifically required for installed products.

C. Tools shall be available and their use demonstrated during training sessions specified in Section 01 75 00 - Starting, Adjusting, and Demonstrating.

D. Prior to or concurrent with Contractor’s request for Substantial Completion, deliver maintenance tools to Owner's representative. Prepare inventory of tools provided and obtain receipt from Owner's representative.

1.6 EXTRA MATERIALS

A. Provide spare parts and maintenance materials in quantities specified in individual sections.

B. Extra materials shall be produced by the same manufacturer of and compatible with the installed products.

C. Prior to or concurrent with submission of Notice of Substantial Completion deliver extra materials in unopened containers to Owner's representative at designated storage area at project site and place in location as directed. Obtain receipt from
Owner's representative.

D. During one year correction period:

1. Extra materials may be used by Contractor to replace expendable and normally worn parts.

2. Extra materials used by Contractor for replacement of defective products shall be replaced at no additional cost to Owner.

1.7 KEYS

A. Prior to or in conjunction with submission of Contractor’s request for Substantial Completion, provide Owner with all keys for:

1. Door hardware locks after re-keying in accordance with Section 08 71 00 - Door Hardware.

2. Access doors and panels.

3. Electrical panel boards and other equipment.

B. Provide a minimum of two keys for each lock.

C. Clearly label each key as to function and location of lock.

D. Obtain receipt from Owner's representative.

E. Prior to, or in conjunction with Final Completion, return all keys lent out by Owner to Contractor for access to existing spaces, gates, etc. for the Work. Obtain receipt from Owner.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION
SECTION 02000

DEMOLITION

PART 1 - GENERAL

1.1 GENERAL PROVISIONS

The provisions of Division 1 shall apply to the work of this section.

1.2 WORK INCLUDED

Furnish all labor, materials, tools and equipment required to perform the work of this section as shown on the Drawings and/or as specified herein. In general, the work shall include but not necessarily be limited to the following:

a. Obtain and pay for all permits necessary to perform the work of this section.

b. Erect all temporary barriers required by the Construction Industries Division (CID) for the protection of the general public, utility structures and equipment, adjoining property, and existing trees.

c. Removal of all debris resulting from demolition operations and all existing debris throughout entire space.

d. Demolition of walls, floors, ceilings, finishes, equipment, doors, glazing, utilities, trim, frames, enclosures, signs, and any and all other items as designated on the Drawings.

e. Locate demolition equipment throughout the structure and remove materials so as not to impose excess loads to supporting roof areas, walls, floors, or framing.

f. Control air pollution caused by dust and dirt; comply with governing regulations.

g. Plug and/or disconnect all utility services that are to be demolished or abandoned.

h. Removal and protecting of items indicated to be saved undamaged for reuse.

1.3 RELATED WORK SPECIFIED UNDER OTHER SECTIONS

The Contractor will be required to coordinate the related work of other sections with the work of this section and be responsible for the timely and expeditious performance of same.

1.4 VERIFYING CONDITIONS
a. Examine all drawings covering the work of this section and refer to all other drawings, including mechanical and electrical drawings, which may affect the work of this section or require coordination by name.

b. Before starting any work, examine existing conditions, and thoroughly check drawings, specifications, available underground utility information adjoining or underlying conditions in which the work of this section is to be performed, and all dimensions.

c. Report in writing to the Owner with a copy to the Architect, any and all conditions which may interfere with or otherwise affect or prevent the proper execution and work of this section. Do not commence any work until any and all conditions have been corrected by the trade or traded responsible.

d. Failure to notify the Owner and/or Architect of unsatisfactory conditions will be construed as an acceptance of all conditions.

e. Execution of work of this section constitutes acceptance of the base or adjoining work and other conditions as satisfactory in every respect and later claims of defects in such cases will not be allowed.

1.5 GENERAL REQUIREMENTS

a. The Contractor’s particular attention is directed to existing utilities at the site, including water mains, sewers, manholes, telephones, etc., which must be protected as part of the work of this section.

b. The Contractor shall accept the premises as he finds them and shall clear the site, as herein specified. The Owner assumes no responsibility for the condition of the buildings and structures on the premises covered by these Specifications, nor their continuance in the condition existing at the time of the award of the Contract.

c. All work including removal of debris shall be done in a careful manner so as not to damage any retained work: architectural features, sills, etc. All retained joists, masonry, etc., shall be kept clean and in as undamaged condition as possible.

1.6 PROTECTION OF EXISTING WORK

a. Provide temporary enclosures, fencing guards, railings, etc., including temporary sidewalk shed for adequate protection of workmen and for protection of the public from injury. Apply protections to adjacent property as required to maintain safe conditions. Comply with all New Mexico Building Department requirements for protection of the general public.

b. Periodically during the course of demolition, all work shall be wet down to minimize dust.
1.7 PROTECTION OF ADJACENT STRUCTURES AND PROPERTY

a. Demolition and the removal of debris shall not infringe upon adjoining properties.

b. During the demolition near any sidewalks, temporary routing must be provided from adjoining properties to and around the construction site.

1.8 EXTERMINATION

All portions of the building area shall be thoroughly freed by destruction and control from any and all insects, rodents, or other known or unknown pests. All necessary precautions shall be taken to protect life, health, and property as required by the local Health Code.

1.9 MAINTAINING TRAFFIC

The Contractor shall not close or obstruct streets, sidewalks, or passageways. The Contractor shall provide or maintain at his own expense all lights, barriers, public and pedestrian protection, etc., that may be required by good practice and local law.

1.10 UTILITY LINES

The Contractor shall carefully backfill and tamp any openings made for the removal of utilities, or for any other purpose. The Contractor shall carry on the work in strict accordance with all local laws and regulations.

1.11 FEES, PERMITS, ETC.

The Contractor shall at his own expense, secure and pay for all permits, street cuts, pavement restoration and any other fees necessary and/or required by local laws and any agency having jurisdiction.

1.12 CARTING AND REMOVING OF DEBRIS AND CLEANUP

a. All debris, resulting from the operations and any other material found on premises under this Contract, shall be immediately removed from the site and shall not be stored or permitted to accumulate on the site. All removed material shall be disposed of into containers in accordance with all related laws and regulations.

b. Upon completion of the work under this contract, the Contractor shall remove all tools, equipment, materials, apparatus, etc., and shall leave the premises broom clean, neat and orderly, to the entire satisfaction of the Owner. Contractor shall clean any adjacent structure and property that have been affected by his work.
PART 2 – PRODUCTS   Not Used
PART 3 – EXECUTION   Not Used

---END OF SECTION---
SECTION 05400
LIGHT GAGE METAL FRAMING

PART 1 - GENERAL

1.1 DESCRIPTION:

A. This section is intended to include load bearing and non load bearing metal stud wall framing, with anchors and bracing, complete with attachments, formed steel channel and S-shaped sections, solid webs, 10 gage thickness and lighter for non load bearing exterior and interior framing with floor and ceiling track, bracing, furring bridging, for assembly generally using mechanical fastenings.

1.2 RELATED WORK

A. Section 05500: Metal Fabrication

1.3 REFERENCES

A. ASTM A36 – Structural Steel
B. SWS D1.1 – Structural Welding Code
C. SDI Standard No. 1 – Steel Deck Institute
D. ASTM A446 – Steel Sheet, Zinc-Coated (Galvanized) by Hot Dip Process, Physical (Structural) Quality.
E. ASTM A90 for weight of coating on zinc-coated (galvanized) iron or steel articles.
F. FS TT-P-45 – Primer, Paint, Zinc-Chromate, Alkyd Type.
G. AISC Specification for the design of Cold Formed Steel Structural Members.

1.4 SUBMITTALS:

A. Submit shop drawings in accordance with Section 013300.
B. Indicate component details, framing openings, bearing, anchorage, loading, temporary bracing, welds, type and location of mechanical fasteners and accessories or items required of other work for complete installation.
C. Detail stud, floor joists, ceiling joist, and roof purlin layout.

D. Submit manufacturers instructions for securing studs to tracks and for other framing connections.

**PART 2 - PRODUCTS**

2.1 STEEL FRAMING

A. Interior Non-Bearing studs and headers; Formed galvanized sheet steel; channel hat and open box C-shaped sections: 22 gage 1 5/8 inch deep x 6-inch web, unless otherwise noted.

B. Studs and headers: Shape as detailed, and if not otherwise shown, C shaped 6 inch deep x 1 3/4 inch wide, solid web, with depth to provide total wall thickness shown in conjunction with finish surfaces or cladding indicated. Thickness as required for design conditions, not less than 18 gage.

C. Track: Formed galvanized steel; channel shaped; same width as studs, for tight fit, 18 gage solid web unless noted otherwise.

2.2 ACCESSORIES

A. Bracing, Furring, Bridging: Formed galvanized sheet steel: channel shaped.

B. Plates, Gussets, Clips: Galvanized steel, thickness determined for conditions encountered.

2.3 FASTENERS


B. Anchorage Devices: Power driven or power actuated, drilled expansion bolts; or screws with sleeves.

C. Welding: AWS D1.1

2.4 FINISHES

A. Galvanizing: ASTM A90, 1.25 oz/sq. ft. (380 gm/square meter).

B. Primer: FS TT-P-645, touch-up for galvanized surfaces.
PART 3 - EXECUTION

3.1 ERECTION

A. Align floor and ceiling tracks, locating to wall layout. Secure in place with screws or welding at maximum 24 inches cc.

B. Place studs at a 24 inches cc and not more than 2 inches from abutting walls and at each side of opening. Connect studs to tracks using clips and ties, screws, or welding, in accordance with manufacturer’s recommendations.

C. Construct corners using minimum three studs. Double studs at door, window and sidelite jambs. Install intermediate studs above and below openings to match wall stud spacing.

D. Provide deflection allowance below supported horizontal building framing in ceiling or head track for non-load bearing framing.

E. Attach cross studs or furring channels to studs for attachment of fixtures behind lavatory basins, toilet and bathroom accessories, grab bars and other items anchored to partitions or walls.

F. Install framing between studs for attachment of electrical boxes and other mechanical and electrical items.

G. Erect load bearing studs one-piece full length. Splicing and wire tying of framing components is not permitted. Join members forming trusses by welding.

H. Erect load-bearing studs, brace, and reinforce to develop full strength to meet design requirements.

I. Set floor or ceiling joists parallel and level, with and bearing, lateral bracing, and bridging in accordance with manufacturer’s recommendations.

J. Refer to Drawings for location of partitions extended to ceiling only, and partitions extending through ceiling to structure above.

K. Make provisions for erection stresses. Provide temporary alignment and bracing. Touch-up field welds and scratched or damaged (primer) (galvanizing).

L. Ensure framing provides true and flat surfaces, ready to receive finish.

--------END OF SECTION-------
SECTION 05500
METAL FABRICATIONS

PART 1 - GENERAL

1.1 DESCRIPTION:

A. The extent of miscellaneous metal work is shown on the drawings and includes items fabricated from aluminum, iron and steel shapes, plates, bars, strips, tubes, pipes and castings which are not a part of the structural steel or other metal systems in other sections of these specifications.

B. The types of miscellaneous metal items include, but are not limited to, the following:

   1. Miscellaneous steel and aluminum furring, framing and supports.
   2. Miscellaneous steel and aluminum trim.
   3. Miscellaneous metal manufactured items.

1.2 QUALITY ASSURANCE:

A. Codes and Standards: Comply with the provisions of the latest edition or revision of the following codes, standards and specifications, except as otherwise shown and specified.

   1. AISC “Specifications for the Design, Fabrication and Erection of Structural Steel for Buildings,” including the “Commentary on the AISC Specifications”.

   2. AISC “Specification for the Design of Cold-Formed Steel Structural Members”.

   3. AWS D1.1, “Structural Welding Code”.

   4. ASTM A 6, “General Requirements for Delivery of Rolled Steel Plates, Sheet Piling and Bars for Structural Use”.

B. Qualifications for Welding Work: Quality welding processes and welding operators in accordance with AWS “Standard Qualification Procedures”.
C. Field Measurements: Take field measurements prior to preparation of shop
drawings and fabrication, where possible, to ensure proper fitting of the work.
Allow for trimming and fitting wherever the taking of field measurements
before fabrication might delay the work.

D. Inserts and Anchorages:

1. Furnish inserts and anchoring devices which must be set in concrete or
built into masonry for the installation of miscellaneous metal work.
Coordinate delivery with other work to avoid delay.

2. See concrete and masonry sections of these specifications for
installation of inserts and anchorage devices.

E. Shop Assembly: Preassemble items in the shop to the greatest extent possible,
so as to minimize field splicing and assembly of units at the project site.
Disassemble units only to the extent necessary for shipping and handling
limitations. Clearly mark units for reassemble and coordinated installation.

1.3 SUBMITTALS:

A. General: Comply with requirements of Section 01340, Shop Drawings,
Product Data and Samples.

B. Manufacturer’s Data: Manufacturer’s specifications, load tables, dimension
diagrams, anchor details and installation instructions for products to be used in
the fabrication of miscellaneous metal work including paint products.
Indicate by transmittal that copy of instructions has been distributed to the
installer where required.

C. Shop Drawings: Submit shop drawings for the fabrication and erection
miscellaneous metal work which are not completely shown by the
manufacturer’s data sheets.

PART 2 - PRODUCTS

2.1 MATERIALS:

A. General: Select materials to meet the standards specified or otherwise
indicated.

B. Cast Iron Pipe Escutcheons: as manufactured by Neenah Foundries, or
approved equal, of the size and type as shown on the drawings.
C. Aluminum plates, shims and trim pieces, per Aluminum Association (AA) and ASTM B221 – Alloy G.S. 10a T6).

D. Steel Plates to Bent or Cold-Formed ASTM A 283, Grade C.

E. Steel Bars and Bar-Size Shapes: ASTM A 283, Grade D, or ASTM A 36.

2.2 ANCHORS

A. Threaded-Type Concrete Inserts (TCI): Galvanized ferrous castings, internally threaded to receive required diameter machine bolts; either malleable iron complying with ASTM A 47 or cast steel complying with ASTM A 27; hot-dip galvanized in compliance with ASTM A 153.

B. Wedge-Type Concrete Inserts (WCI): Galvanized box-type ferrous castings, designed to accept required diameter bolts having special wedge-shaped heads; either malleable iron complying with ASTM A 47 or cast steel complying with ASTM A 27; hot-dip galvanized in compliance with ASTM A 153.

1. Provide carbon steel bolts having special wedge-shaped heads, nuts, washers and shims; all galvanized in compliance with ASTM A 153.

C. Slotted-Type Concrete Inserts (SCI): Galvanized 1/8 inch thick pressed steel plate complying with ASTM A 283; box-type welded construction with slot designed to receive ¾ inch diameter square head bolt and with knockout cover; hot-dip galvanized in compliance with ASTM A 386.


E. Toggle Bolts: Tumble-wing type: FS FF-B-588, type, class and style as required.

2.3 FASTENERS:

A. General: Provide zinc-coated fasteners, with galvanizing complying with ASTM A 153, for exterior use or where built into exterior walls. Select fasteners for the type, grade and class required for the installation of miscellaneous metal items.


C. Lag Bolts: FS FF-B-561, square head type.

E. Wood Screws: FS FF-111, flat head carbon steel.


G. Lock Washers: FS FF-W-84, helical spring type carbon steel.

2.4 PAINT:

A. Metal Primer Paint:

1. Red mixed pigment, alkyd varnish, linseed oil paint complying with FS TT-P-86G, Type III; or red lead iron oxide, raw linseed oil, alkyd paint, complying with SSPC Paint 2-64; or basic lead silico chromate base iron oxide, linseed oil, alkyd paint, complying with FS TT-P-615, Type II.

2. Primer paint selected must be compatible with the required finish coats of paint. Coordinate selection of metal primer with finish paint requirements specified in Division 9 of these specifications.

B. Galvanized Repair Paint: High zinc dust content paint for regalvanizing welds in galvanized steel, complying with military specifications MT>-P-21035 (Ships).

C. Powder Coating: N/A

D. See also Specification Section 09901: Exterior Painting

2.5 FABRICATION:

A. Workmanship: Use materials of size and thickness shown, or, if not shown, of required size and thickness to produce adequate strength and durability in the finished product for the intended use. Work to dimensions shown or accepted on shop drawings, using proven details of fabrication and support. Use type of materials shown or specified for the various components of work.

B. Form exposed work true to line and level with accurate angles and surfaces and straight sharp edges. Ease exposed edges to a radius of approximately 1/32 inch unless otherwise shown. Form bent-metal corners without otherwise impairing the work.

C. Weld corners and seams continuously and in accordance with the recommendations of AWS. Grind exposed welds smooth and flush to match and blend with adjoining surfaces.
D. Form exposed connections with hairline joints which are flush and smooth, using concealed fasteners wherever possible. Use exposed fasteners of type shown or, if not shown, use Phillips flathead (countersunk) screws or bolts.

E. Provide for anchorage of type shown, coordinated with supporting structure. Fabricate and space anchoring devices as shown and as required to provide adequate support for intended use of the work.

F. Cut, reinforce, drill and tap miscellaneous metal work as may be required to receive finish hardware and similar items of work.

G. Use hot-rolled steel bars for work fabricated from bar stock, unless work is indicated to be fabricated form cold-finished or cold-rolled stock.

H. Galvanizing: Provide a zinc coating for those items shown on drawings or specified to be galvanized, using hot-dip process after fabrication.
   1. ASTM A 153 for galvanizing of iron and steel hardware.
   2. ASTM A 123 for galvanizing or rolled, pressed and forged steel shapes, plates, bars and strip 1/8 inch thick and heavier.
   3. ASTM A 386 for galvanizing of assembled steel products.

I. Shop Paintings:
   1. Shop paint miscellaneous metal work, except those members or portions of members to be embedded in concrete or masonry, surfaces and edges to be field welded and galvanized surfaces, unless otherwise indicated.
   2. Remove scale, rust and other deleterious materials before shop coat of paint is applied. Clean off heavy rust and loose mill scale in accordance with SSPC SP-2 “Hand Tool Cleaning”, or SSPC SP-3 “Power Tool Cleaning”, or SP-7 “Brush-Off Blast Cleaning”. Remove oil, grease and similar contaminants in accordance with SSPC SP-1 “Solvent Cleaning”.
   3. Apply one shop coat of metal primer paint to fabricated metal items, except apply 2 coats of paint to surfaces which are inaccessible after assembly or erection. Change color of second coat to distinguish it from the first.
   4. Immediately after surface preparation, brush or spray on metal primer at a rate to provide a uniform dry film thickness or 1.0 mils for each coat. Use painting methods which will result in full coverage of joints, corners, edges and all exposed surfaces.
PART 3 - EXECUTION

3.1 INSPECTION:

A. Examine areas and conditions under which miscellaneous metal items are to be installed. Notify Architect in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until satisfactory conditions have been corrected.

3.2 PREPARATION:

A. Furnish setting drawing, diagrams, templates, instruction and directions for the installation of anchorages, such as concrete inserts, anchor bolts and miscellaneous items having integral anchors, which are to be embedded in concrete or masonry construction. Coordinate delivery of such items to the project site.

3.3 INSTALLATION:

A. Fastening to In-Place Construction: Provide anchorage devices and fasteners where necessary for securing miscellaneous metal items to in-place construction, including threaded fasteners for concrete and masonry inserts, toggle bolts, lag bolts, wood screws and other connectors as required.

B. Cutting, Fitting and Placement:

1. Perform cutting, drilling and fitting required for the installation of miscellaneous metal items. Set work accurately in location, alignment and elevation, plumb, level, true and free of rack, measured from established lines and levels. Provide temporary bracing or anchors in formwork for items which are to be built into concrete, masonry, or similar construction.

2. Fit exposed connections accurately together to form tight hairline joints. Weld connections which are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Grind joints smooth and touch-up shop paint coat. Do not weld, cut or abrade surfaces of exterior units which have been hot-dip galvanized after fabrication and are intended for bolted or screwed field connections.

B. Field Welding: Comply with AWS Code for procedures of manual shielded metal-arc welding, appearances and quality of welds made and methods used in correcting welding work.
3.4 FIELD PAINTING:

A. Touch-Up Painting: Immediately after erection, clean field welds, bolted connections and abraded areas of shop painted items and paint all exposed areas with the same materials used for shop painting. Apply by brush or spray to provide minimum dry film thickness of 2.0 mils.

---END OF SECTION ---
SECTION 06100
ROUGH CARPENTRY

PART 1 - GENERAL

1.1 GENERAL CONDITIONS

The provisions of Division 1 shall apply to the work of this section.

All materials labor equipment and accessories required for the complete installation of all rough carpentry and all other work of this section including but not limited to the following:

a. Forming and blocking of every description as required and/or indicated on the drawings.

b. Rough wood, decking, platforms, temporary enclosures and framing.

c. All grounds required for finished work.

1.2 RELATED WORK SPECIFIED ELSEWHERE:

Work related to work specified in this section includes but is not limited to the following:

A. Section 08625 Tubular Day lighting Devices

1.3 QUALITY ASSURANCE:

A. Code: Except as otherwise shown, all carpentry work is to be performed in accordance with the applicable provisions of the New Mexico Building Code, latest edition.

B. Workmanship: All work shall be done by personnel well qualified in the trade and shall be erected plumb, true and square, joined accurately and fitted to suit requirements of the work.

C. Grading Standards: Dimension lumber shall be graded in accordance with Voluntary Product Standard PSI and the standard grading rules of one of the following agencies:

1. West Coast Lumber Inspection Bureau;

2. Western Wood Products Association.

1.4 JOB CONDITIONS:

A. Cooperate with other contractors and provide grounds, stripping, nailing bucks, blocking, and other wood construction as required to properly secure all materials, equipment, etc.

B. Read specifications complete, and accomplish any work therein specified which will require work by carpenters and is usually considered as such.
C. Performed work under this section with particular reference to timing and conduct of operations and in cooperating to facilitate work of other trades.

PART 2 - PRODUCTS

2.1 GENERAL:
Provide all materials as shown on drawings and/or as required for the successful execution of the work, whether specifically noted or not. Size as required to provide a minimum of joints.

A. Plywood: Type, grade, thickness and identification index as shown on the drawings with APA grade-trademark on each piece. Fabricated in accordance with Voluntary Product Standard PS 1-74, "Construction and Industrial Plywood".

B. Asphalt Impregnated Sheathing: thickness as indicated, "Celotex" or approved equal.

C. Framing, Joists, Planks, Board Lumber, etc: #1 Douglas Fir-Larch or better, 19% maximum moisture content, S45, grade marked.

D. Fastening Devices: Bolts, nuts, washers, nails, shields, screws, spikes, etc. as required.

E. Polyethylene Film: 8 mil thickness.

F. Metal Connector Plates: gang-nail truss connectors #GN-20, where required, galv., ASTM A-446-7, Grade A.

G. Wood Framing Connectors: "Strong-Tie" connectors as manufactured by the Simpson Company, model numbers as shown on the drawings.

H. Ply-Clips: Size as required.

I. Expandable joint filler material: Refer to Section 07920 Sealants & Caulking.

PART 3 - EXECUTION

3.1 TEMPORARY ENCLOSURES:

A. Provide temporary closures at all openings where so required to protect the work and deny illegal entry.

B. Provide all outside door openings into the buildings with temporary hinged doors complete with hinges, locks and keys. Ensure that all closures are sturdy enough to provide protection against forced entry.

3.2 PROTECTIVE BARRIERS AND COVERS:
A. Provide approved temporary wood railings or barricades. 
in accordance with requirements of Section 01500, Temporary Facilities.

B. Provide temporary wood covers for exposed masonry sills or jambs and other openings where construction operations or traffic might damage finished work.

3.3 GROUNDS, NAILERS, CURBS AND SCREEDS:

A. Grounds and nailers: Provide Mill dressed grounds and nailers properly set and secured to rough construction wherever required as base for attachment of equipment, accessories or finish Materials, and wherever grounds are required for proper application of finishes.

B. Curbs and screeds: Provide curbs and screeds under roof mounted equipment as shown on drawings or as required for a complete and proper installation. Run screeds continuous to next joist beyond equipment.

3.4 ANCHOR PLATES:

Unless steel anchor plates are required, provide a minimum of 2 x 12 blocking rigidly secured (bolt and/or screw) between studs or within construction at all locations where cabinets, fixtures; devices, etc. are required to be wall mounted.

3.5 EXPANDABLE JOINT FILLER MATERIAL:

A. Where indicated on drawings, install in joint between top of partitions and underside of deck. Compress as required and place in joint.

3.6 ADJUST AND CLEAN:

A. Thoroughly inspect all installed systems and/or materials.

B. Remove and replace all defective work. Remove all temporary installations to leave no trace. Remove all debris resulting from operations and leave area and surfaces broom clean, ready for other trades.

3.7 GUARANTEE

A. Guarantee the work and materials of this section for a period of one year from the date of substantial completion.

END OF SECTION
SECTION 06200

FINISHED CARPENTRY AND MILLWORK

PART 1 - GENERAL

1.1 GENERAL CONDITIONS

The provisions of Division 1 shall apply to the work of this section.

1.2 WORK INCLUDED

All the materials and labor, equipment and accessories required for the complete installation of all finished carpentry, millwork, and all other work of this section including but not limited to:

a. Exterior and interior trim, soffits, eaves and molding of every description.
b. Finished hardware installation.
c. Priming, backpainting, shop painting, etc.
d. All required ground, blocking, furring, cutting, fitting, patching, as required to accommodate the work of this and other trades.
e. Temporary protection, enclosures, covers, and rails.

1.3 WORK OF OTHER SECTIONS

a. Interior gypsum wallboard
b. Painting except shop priming and field backpriming
c. Furnishing of wood doors
d. Furnishing of pony wall tops
e. SAMPLES AND SHOP DRAWINGS

a. Samples are to be submitted to the Architect for approval in accordance with the General Conditions.
b. Submit shop drawings for wood soffit and eave work.

1.4 EXAMINATION OF EXISTING WORK AND FIELD MEASUREMENTS

Examine all work prepared by others to receive work of this section and report any defects affecting installation to the General Contractor for correction. Commencement of work will be construed as complete acceptance of preparatory work by others. Take accurate field measurements for all items of work.

1.5 GENERAL
a. Time delivery and installation of carpentry work to avoid delaying other trades whose work is dependent on or affected by carpenter work, and to comply with protection and storage work.
b. Installer must examine all parts of supporting structure and the conditions under which the carpentry work is to be installed, and notify the Contractor in writing of any conditions detrimental to the proper and timely completion of the work. Do not proceed with the installation until satisfactory conditions have been corrected in a manner acceptable to the installer.
c. Keep carpentry materials dry during delivery. Store lumber and plywood in stacks. Protect bottom of stacks against contact with damp or wet surfaces. Protect exposed materials against weather.
d. Do not store treated or dressed lumber or plywood outdoors.
e. Store materials for which a maximum moisture content is specified, only in areas where relative humidity has been reduced to a level where specified moisture content can be maintained with a tolerance of plus or minus 1%.
f. Optimum moisture Content: Kiln-dry wood to an average moisture content within the following ranges, as recommended by AWI section 100 G-3 for regional climactic conditions involved:
   Exterior Woodwork: 9% to 12%
   Interior Woodwork: 6% to 11%

PART 2 - PRODUCTS

2.1 MATERIALS

a. Interior Plywood: See Section 5B
b. Woodwork for Paint Finish: Except as otherwise specified, comply with the following:
   i. Grade: AWI, Section 300, Custom Grade.
   ii. Species of Wood: Any close grain softwood, except flat grain Douglas Fir, Yellow Pine, flat grain redwood, or Sitka Spruce, or any closed grain hardwood species.
c. Wood for Support or Attachment of other work such as cant strips, bucks, nailers, blocking, furring, grounds, stripping, and similar members: No. 2 Common Grade of any WWPA of SCLA species or No. 2 Southern Pine Boards (SPIB).

2.2 MISCELLANEOUS ACCESSORIES

a. Anchorage and Fastening Materials: Select proper type, size, material and finish for each application.
b. Provide stainless steel or aluminum nails for exposed exterior surfaces which are to receive transparent finish, such as exterior siding, trim, fascias, etc. Do not use galvanized nails.

PART 3 - EXECUTION

3.1 INSTALLATION

a. General: Use only wood thoroughly seasoned, well-manufactured material of the longest practical lengths and size to minimize jointing. Use material free from warp which cannot be easily corrected by anchoring and attachment. Sort out and discard warped material and material with other defects that would impair the quality of the work.

b. Fabricate woodwork to dimensions, profiles and details shown. Rout or groove back of flat trim members.

c. Miter joints, where shown or where required by AWI standards to be shop mitered, by joining, splining, and gluing to comply with the requirements of Section 300-5 for the specified grade.

d. Job Assembled Items: Distribute defects allowed in specified grades to best overall advantages.

e. Attach woodwork securely in place with uniform joints providing for thermal and building movements.

i. Nailing: Blind nails where possible. Use fine finishing nails where exposed. Set exposed nail heads for filling with wood putty, except for exterior wood which is to receive a natural finish (if any).

ii. Anchoring: Secure woodwork to anchors or blocking built-in or directly attached to substrates.

f. Wood Grounds, Nailers, Blocking, and Sleepers: Provide wherever shown and where required for securing or attachment of other work. Form to shapes as shown and cut as required for true line and level or work to be attached.

3.2 EXTERIOR TRIM

a. Miter standing trim at corners.

b. Cope running at internal corners and mitered at external corners. Return exposed ends of molds to match face of profiles.

c. Splice with butt joints over solid bearing and nail securely. Splices not permitted in sections less than 8’ long.

d. Set exposed nail heads to receive putty or filler. Sand trim to eliminate marks and defects that could affect finish.

3.3 PREPARATION FOR PAINTER’S FINISH
Clean, smoothly dress, and sandpaper all exposed surfaces. No plane or tool marks shall show. Further dress all exposed surfaces or interior finish woodwork with fine grit sandpaper or steel wool, to smooth and clean surfaces. Deeply set nails and screws at interior and exterior wood trim to receive wood putty under another section.

3.4 TEMPORARY PROTECTION

a. Temporary wood entrance doors shall be provided in all doorway openings in exterior walls. These doors shall be substantially built and hung, equipped with proper hinges, locks and other necessary hardware and shall be removed and rehung whenever required to accommodate the work of the trades requiring their removal. Doors shall be kept in good repair at all times.
b. Provide proper temporary wood coverings at all openings in floors, roofs, duct shafts, stair wells, etc., using planking 2” thick cleated together. Provide and install substantial wood railing around all openings in floors and roofs until such openings have been permanently sealed.
c. All specified temporary protection such as wood doors, protection of stairs and over and around roof and floor openings, etc., shall be maintained in good order and repair during the contract period.
d. All temporary protection shall comply with the requirements of the local Building Department and O.S.H.A.

3.5 GUARANTEE

The Contractor shall guarantee all work of this section for a period of one year from the date of final acceptance in accordance with the general conditions.

END OF SECTION
SECTION 07210
WALL INSULATION

1 PART 1 – GENERAL

1.1 WORK INCLUDED: Insulation required for this Work includes wall insulation to be installed during construction.

1.2 SUBMITTALS:

A. General: Make all submittals and resubmittals in strict accordance with the provisions of these specifications.

B. Product Data: Submit literature showing that proposed materials meet the requirements of this section.

C. Manufacturer’s Recommendations: Accompanying that product data submit two copies of the manufacturer’s current recommended method of installation for all insulation materials and project conditions.

1.3 PROTECTION:

A. Deliver materials to the job site and store in a safe dry place with all labels intact and legible at time of installation.

B. Use all means necessary to protect insulation materials before, during, and after installation and to protect the installed work and materials of other trades.

A. REPLACEMENTS: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect and at no additional cost to the Owner.

1.4 PART 2 – PRODUCTS

1.1 ACOUSTICAL WALL INSULATION:
R-20 insulation shall consist of two layers of 3” thick, R-10, UL 25/50 rated, fiberglass acoustic sound attenuating blankets.

1.2 RIGID WALL INSULATION:
Rigid wall insulation R-19 insulation shall consist of one layer of 2” thick, R-19, UL 25/50 rated, polyiso rigid insulation board.
1.3 OTHER MATERIALS: All other materials, such as fasteners and retainers, not specifically described, but required for a complete and proper installation of building insulation, shall be subject to the approval of the Architect.

PART 3 – EXECUTION:

1.1 INSPECTION:

A. Prior to all work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.

B. Verify that building insulation may be installed in accordance with the original design and the manufacturer’s recommendations.

1.2 DISCREPANCIES:

A. In the event of discrepancy, immediately notify the Architect.

B. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

1.3 INSTALLATION:

A. General:
   Except as otherwise specifically directed by these specifications, install of insulation in accordance with the current published standards of the Manufacturer.

1.4 INSPECTION: Upon completion of the installation, visually inspect each insulated area and verify that all insulation is complete and properly installed. Replace any faced insulation where the facing has been damaged or punctured.

------END OF SECTION------
SECTION 07500
TPO ROOFING & PATCHING

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions, general project requirements, and Division 1 Specification Sections, apply to this Section.

1.2 SCOPE OF WORK

A. Furnish and install patching, cutting, flashing at existing and new roof top penetrations and other areas of work to the existing TPO elastomeric sheet roofing membrane system. The existing roof is under warranty and must be worked on in such fashion so as not to void the existing warranty. Owner will provide contact information to contractor regarding existing warranty. Membrane shall be a high molecular weight TPO polymer membrane. Installed system shall include; insulation, flashing, sealants and all accessories and labor necessary for a complete insulated sheet roofing assembly patching and repair.

B. Furnish and install this membrane roofing system patching and repair in strict accordance with Drawings and Specifications approved by Roof Systems Manufacturer. If conflicts in application arise, material will be installed in accordance with the manufacturer’s strictest recommendations.

C. Related Sections:
   1. Section 07620 – Sheet Metal Flashing and Trim
   2. Section 07920 – Sealants and Caulking

1.3 REFERENCES

A. IBC-International Building Code-Roofing Related Sections


C. Factory Mutual (FM) Engineering Corporation - Roof Assembly Classifications.

D. ASCE-7- American Society of Civil Engineers-Wind Load Pressure Calculation Procedures


F. SMACNA – Sheet Metal and Air Conditioners National Association.

G. Underwriters Laboratories (UL) - Fire Hazard Classifications.

Section 07500 – TPO ROOFING & PATCHING
RRDO PH. 3
H. FS – Federal Standard

I. ANSI / SPRI ES-1 - (see also, 2009 IBC Section 1504.5)

1.4 NOT USED

1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications
   1. The roofing system patching and repair shall maintain the existing warranty. The insulation and the component materials can be made by others, all testing requirements and implied warranties must be verifiable and labeled under the roofing manufactures name. All manufactures and sub manufactures shall have not less than fifteen (15) years experience in the production of thermoplastic membrane roof systems and their components. Manufacturer must provide approved uplift testing for induction welded roof systems.
   2. The manufacturer shall certify the scrim reinforced TPO membrane meets the physical properties specified.
   3. The contractor shall include a certification from the manufacturer, on the manufacturer’s letterhead, that the proposed membrane, insulation and accessories will be covered in the warranty by the manufacturer of record.

B. Installer Qualifications
   1. Applicator: A company approved by Manufacturer, and specializing in single-ply roofing systems with at least twenty (20) installations of thermoplastic, scrim reinforced membrane, five (5) of which are Heat Induced Welded installations. The crew shall be composed of experienced installers skilled in this roof assembly. The contractor shall provide a superintendent /foreman on site full time that is aware of all project aspects and authorized to make on site decisions as required. The contractor will be required to properly staff the project at all times.

C. Inspections
   1. The Owner reserves the right to retain, at the Insurer’s expense, an independent consultant service to review construction documents and provide full-time inspection of the roofing system installation. The inspector shall have free access to inspect and test all items related to the project and the work area. The consultant/inspector will be responsible for accepting the installed roofing on behalf of the Insurer. The roofing contractor/general contractor will keep the consultant informed of all schedules, delays and inspections of the manufacturer (2 week notice)

D. Work shall conform to:
5. ASCE-7- American Society of Civil Engineers-Wind Load Pressure Calculation Procedures and requirements.
6. Factory Mutual Engineering Corporation (FM): Roof assembly classification with a minimum of a wind uplift fastening pattern based on FM 1-75. Construction Bulletin 1-28, latest Edition to include perimeter and corner enhancements:
   Field = 37.5 psf; Perimeter = 60 psf; Corner = 90 psf.

1.6 SUBMITTALS

A  Product Data Submittals:
   a. Provide technical product data sheets on ALL materials and accessories that are to be used in the roof assembly and associated with the roof including UL product listing and FM System listing for each type of insulation. The data sheets should be clearly marked where choices occur for type and thicknesses.
   b. The Insulation manufacturer shall certify a warranty to the membrane manufacturer in order to meet the complete system warranty.
   c. For fasteners that are to penetrate into, or through, pressure preservative treated lumber use stainless steel, hot dipped galvanized coated or provide certification from manufacturer that coating is compatible with preservative used for wood treatment.

B. Fire Resistance: Provide roofing system, insulation, and component materials that have been tested for application and slopes indicated and are listed by UL for Class A external fire exposure over decks specified herein. Provide confirmation in submittal package.

1.7 WARRANTY

A. Roofer’s Guarantee: Provide written guarantee from the Contractor stating that the Contractor will respond within 24 hours and repair within five (5) business days, any leaks in the roofing assembly for 2 years at no cost to the owner.

1.8 DELIVERY, STORAGE, HANDLING

A. Deliver products to site in unopened containers showing brand names and instructions.

A. Store and protect temperature sensitive products in 55° to 80°F environment prior to usage. Store flammable or toxic material according to label instruction. Store each product in weather protected environment, clear of ground and moisture.

B. Protect insulation from direct exposure to sunlight and moisture. For polyisocyanurate insulation, follow the recommendations of PIMA and the manufacturers requirements.

C. Mark wet, damaged & defective materials and remove from site the same day.
1.9 JOB SITE CONSIDERATIONS (CAUTIONS AND WARNINGS)

A. Keep all adhesives, sealants and cleaning materials away from ALL ignition sources (i.e., torches, flames, fire, sparks, etc.).

B. Consult container labels and Material Safety Data Sheets for specific safety instructions for all products used on the project.

C. All bonding, splicing, and sealing surfaces must be free of dirt, moisture, and any other contaminants.

D. When the outside temperature is below 40°F (4.44°C), certain combinations of temperature and humidity may cause condensation on the surface of the membrane Bonding Adhesive. If this condition occurs, do not mate the surfaces. When the ambient air-conditions no longer cause condensation, apply additional Bonding Adhesive and proceed.

E. If Bonding Adhesive is used, temperature must be 40°F (4.44°C) and rising for the material to perform as designed.

F. Do not use open flame sources (i.e., propane torches, etc.) to expedite drying of adhesives, sealants, etc. Allow to air dry only.

G. Do not thin or modify any materials.

H. Deliver materials to job site in their original containers as labeled by the manufacturer.

I. Follow directions for protection of materials prior to and during installation. Do not use materials that have been damaged to the point that they will not perform as specified.

J. Care should be used when installing fasteners to avoid possible conduits and other piping in and under the deck.

K. Fumes from adhesive solvents may be drawn into the building during installation, through rooftop intakes. Refer to the Technical Information Sheet “Recommended Guidelines for Application of Roofing Materials to an Occupied Building” in the manufactures manual for specific guidelines.

L. Store the membrane in the original undisturbed plastic wrap in a cool shaded area and cover with light-colored, breathable tarpaulins, in a manner to protect it from damage. Membrane that has been exposed to the elements for approximately 12 hours or more must be prepared with (Splice Wash) prior to hot air welding.

M. TPO is a reflective membrane. Adequate UV eye protection is necessary during installation.
N. Do not use oil base or bituminous base roof cement with TPO Membrane.

O. Contact Manufactures Technical Services for procedures when installing the membrane during temperatures less than 40°F (4.44°C).

PART 2 - PRODUCTS

2.1 GENERAL

A. Roof System repairs shall qualify for a UL Class A rated system and attach to the deck in accordance with wind uplift designs based on FM I-75 fastening requirements including corner and perimeter enhancements for induction welded systems.

2.2 MEMBRANE

A. Induction Welded, 80 mil, polyester scrim reinforced TPO membrane.

B. Approved Manufacturers:
   1. Johns Manville

C. Requests for approval shall be submitted a minimum of 10 days prior to bid, in order to give the Owner Adequate time to review the proposal. The request shall be a complete package as noted below. Requirements to obtain consideration for approval of product include: (submit on Manufacturers letterhead)
   1. Complete specification with details for Architects review, along with certification from Manufacturer of substitute membrane that proposed material and system is in compliance with all other requirements of this specification.
   2. Proof of experience as a manufacturer of the proposed membrane, with a minimum of five (5) years experience with thermoplastic membrane.
   3. Provide manufacturer certification that membrane contains no liquid plasticizers, and must be high molecular weight TPO polymers.
   4. Provide manufacturers listing of common chemicals that may affect the membrane or the roof system in general.
   5. Verification of UL Class A and FM system rating with a membrane attachment and maximum sheet width, in order to minimize seams on the roof. Every roll of membrane shall be UL labeled.
   6. Provide adequate background information to the owner, to demonstrate that manufacturer has the capability to service, and back the Warranty for the term herein specified.

2.3 ROOF MEMBRANE

A. **Membrane Sheet Material:** Membrane shall be 80 mil nominal thickness, white TPO membrane polyester reinforced. There shall be a minimum of 20 mils of TPO membrane above the scrim and the weathering surface of the roof. The TPO sheet physical properties must be actual tested properties of the sheet, not typical or
hypothetical values. Membrane must meet or exceed the physical properties of ASTM D-6878-11a for TPO roofing membranes.

2.4 RELATED MATERIALS

A. **Flashing**: Same membrane as Roofing (60 mil reinforced). For field fabricated vent stacks, pipes and corners provide unreinforced 55mil uncured white TPO.

B. **Bonding Adhesive**: Standard bonding adhesive provided by Manufacturer to hold flashings in place. Do not apply in seam areas.

C. **TPO Coated Metal**: as detailed in the plans otherwise use specified colored finished metal as detailed.

D. **Sealant**: Provide to serve as water cut-off mastic, pitch-box sealer, and to caulk Ethylene Propylene membrane edge to metal. Provide cut edge sealant.

E. **Primer**: For preparing contaminated membrane for hot-air welding.

F. **Seam Caulk**: Shall be provided for the purpose of sealing any non encapsulated edge of reinforced membrane.

G. **Overnight Seal**: As provided by Manufacturer. All seals must be maintained every night.

H. **Sealants**: Sealants not a part of the Roofing System shall be compatible with Ethylene Propylene materials and applied according to manufacturer's instructions. Acceptable sealants are one part polysulfide and one part urethane.

I. **Mechanical Fasteners**: Manufacturer provided fasteners designed for use on Project roof deck based on requirements of induction welded TPO membrane assemblies. Where installation incorporates insulation within the system, provide fasteners with anti-back out devices as required by each manufacturer. Mechanical fasteners at exposed deck locations must penetrate the top deck flute and not extend more than 3/4” below the bottom of the deck flutes.

J. **Foam Backer Rod**: Provide acceptable foam backer rod materials for expansion joints or other building envelope interfaces.

K. **Nailers**: No. 2 or better, pressure preservative treated lumber using specified preservatives.

L. **Seam Cleaner**: Use a surface cleaner at dirty or contaminated membrane prior to heat weld.

M. **Termination Bar**: As provided by manufacturer fastened 6” O.C.

N. **Pipe Boots & Corners**: Provide 0.055 inches unsupported TPO flashing at 1” to 6” diameter pipes and at inside and outside corners.
O. **Edge Metal Systems:** As specified in Section 07 62 00 – Sheet Metal Flashing and Trim and/or as detailed in plans.

P. **Counterflashings:** As specified in Section 07 62 00 – Sheet Metal Flashing and Trim and/or as detailed in plans. Regardless of manufacturer’s requirements, two piece counterflashings shall be installed where detailed on drawings or details.

Q. **Where plastic drain strainers exist** replace with new cast Iron baskets

R. **Clean drains and pipes** to insure that blockage doesn’t exist.

T. **Walk Pad:** Provide heavy embossed tread pad by TPO manufacture. Recycled products will be provided where possible.

U. **T-Joints** shall be installed on T- Joints.

### 2.5 ROOF INSULATION PRODUCTS

**A. INSULATION**

1. **Description:** Roof insulation consisting of closed cell polyisocyanurate foam core and glass reinforced mat laminated to the face. Nominal Size is 48”x 48” for adhesive application or 48”x 96” for mechanically attached application.
   a. **Reference Standards:**
      5. ASTM D 1621 - Compressive Strength.
      7. ASTM D 2126 - Dimensional Stability.
      8. ASTM E 84 - Flame Spread.

2. **Provide a minimum of two layers of insulation. Minimum of 20 psi compressive strength, square edge.**

3. **All R-Values must be based on the new LTTR ASTM C1289-13e1 standards.**

**B COVERBOARD**

1. **Cover board shall be either of the following as approved by membrane manufacturer for total system warranty, induction weld criteria and roof system code requirements, see drawings.**
   a. ¼” DensDeck Prime/SecureRock, or equal
   b. ½” High Density Polyisocyanurate

**C INSULATION ATTACHMENT**
1. **Mechanical Fasteners:**
   a. Attach insulation using Fasteners and Insulation Plates in accordance with the manufacturer’s Induction Welded assembly to comply with the wind uplift design based on FM 1-75 as detailed in the specifications above. In a multi-layer insulation assembly, the type and thickness of the top layer of insulation determine fastening pattern. Insulation fasteners shall penetrate the top of the flutes and shall be sufficient to penetrate deck a minimum of \( \frac{3}{4} \)" for steel and 1" for wood and concrete. Structural concrete decks must be pre-drilled with a 7/32” carbide drill bit to a depth \( \frac{1}{2} \)" deeper than the fastener engagement. Roofing contractor is liable for replacing fasteners that extend beyond the bottom of the flutes.
   c. Product/Producer: Heavy Duty (HD) fasteners.
   d. Provide fasteners sufficient to produce FM I-75 uplift resistance attachment patterns to the deck.

D. **JOB REQUIREMENTS**

1. **Flat roof areas**
   a. Polyisocyanurate Flat Insulation: R=38, 2 layers minimum, cured value. See drawings for specific areas.
   b. Polyisocyanurate Tapered Insulation: Installed tapered insulation must provide a \( \frac{1}{4} \)" per foot slope.
   c. Polyisocyanurate Crickets: Installed must provide at least a \( \frac{1}{4} \)" per foot reverse slope greater than the slope of the field. Install \( \frac{1}{2} \)" to 0” taper edge board along cricket and field connection. Crickets drawn on drawings are shown for intent only. All crickets should be installed at a minimum 3 to 1 length to width ration and increased as necessary to provide positive drainage.
   d. Install 1/2” specified coverboard as top layer over the insulation and cricket layers.

**PART 3 - EXECUTION**

3.1 **GENERAL INSTALLATION**

A. Install membrane and accessories in accordance with plans, specifications and manufacturer's specifications and current recommendations following the most stringent requirement of the three.

B. Do not expose the building and materials vulnerable to water or sun damage in quantities greater than can be weatherproofed during the same day

C. Protect building surfaces against damage from roofing work.

3.2 **DECK EXAMINATION AND PREPARATION**

A. Inspect roof decks for deficiencies and report to the Design Professional
immediately any deficiencies. Do not proceed with installation of roof, until all deficiencies have been corrected. Start of roofing shall constitute acceptance of deck.

1. Verify that deck is supported, secured and free of depressions.
2. Verify that metal deck surfaces are dry and free of snow or ice.
3. Verify that roof openings, curbs, pipes, sleeves, ducts & vents through roof are solidly set and wood nailers are in place
4. On roofs to be recovered, remove and replace any wet roofing and insulation, and remove base flashings, penetration flashings, gravel surfacing, blisters and ridges.
5. On roofs to be replaced, remove all roofing to the deck. Clean deck of all debris.

3.3 PHASED CONSTRUCTION & COMPLETION REQUIREMENTS

A. Phased construction will not be permitted on this project.

3.4 WOOD NAILER LOCATION AND INSTALLATION

A. Install wood nailers at roof edges, metal flashings, gutters, and elsewhere as shown on Drawings and approved shop drawings or as required by system manufacturer. Install wood nailers as follows:

1. Position Wood Nailer: Wood nailers should be installed with a 1/8” gap between each length and each change of direction.
2. Nailer Height: The nailer height must match the total thickness of insulation. Where tapered insulation is used, the wood nailer must be tapered so that it will always be flush at the point of contact with the insulation (refer to Details).
3. Secure Wood Nailer: Fasten to structural roof and wall framing or deck with fastener heads countersunk with the surface of the nailer. Mechanically fasten wood nailers to resist 200 pounds force per linear foot of nailer in any direction. Nailers must be firmly fastened to the deck at 18 inches o c.
4. Chemical Treating of Wood Nailer: Chemical treating for fire resistance or other purposes (other than pressure treating for rot resistance) may affect the performance of the TPO Membrane and accessories. Consult Manufacturer’s Technical Services Department regarding compatibility.
5. Treated Wood Fasteners: All fasteners used in wood that has been pressure treated with preservatives must be hot dipped galvanized coated, stainless steel or approved in writing by the fastener manufacturer for use in treated wood.

3.5 INSULATION INSTALLATION

A. Install Insulation: Install only as much insulation as can be covered with roofing membrane and completed before the end of the day's work or before the onset of inclement weather.
B. **Fit Insulation:** Neatly fit insulation to all penetrations, projections, and nailers. Insulation should be loosely fitted, with gaps greater than 1/4" being filled with acceptable insulation. Under no circumstances should the membrane be left unsupported over a space greater than 1/4". Tapered or feathered insulation should be installed around roof drains so as to provide proper slope for drainage.

C. **Crickets:** Crickets on plans are shown for intent only.

D. **Insulation Attachment To Deck:**
   1. **Mechanically Attachment:** Attach insulation using Fasteners and Insulation Plates in accordance with the manufacturer’s Induction Welded assembly to comply with the wind uplift design based on FM 1-75 as detailed in the specifications above. In a multi-layer insulation assembly, the type and thickness of the top layer of insulation determine fastening pattern. Insulation fasteners shall penetrate the top of the flutes and shall not extend into the building interior. Fastener length shall be sufficient to penetrate deck a minimum of 3/4” for steel and 1” for wood and concrete. Structural concrete decks must be pre-drilled with a 7/32” carbide drill bit to a depth ½” deeper than the fastener engagement. Roofing contractor is liable for replacing fasteners that extend beyond the bottom of the flutes. Mechanical fasteners at exposed metal deck locations must not extend more than 1” below the bottom of the deck flutes.

E. **Stagger Insulation and Cover Board Joints:** All joints are to be staggered. When installing multiple layers of insulation, all joints between layers should be staggered.

### 3.6 MEMBRANE INSTALLATION

A. Starting at the low point of the roof, place the membrane panels without stretching over the acceptable substrate. Position subsequent membrane sheets in the same manner, overlapping the ends of adjoining sheets a minimum of 3” and side laps a minimum of 6”. Install panels to insure that laps shed water.

B. Where TPO Membrane has been cut to expose reinforcing membrane, TPO Cut Edge Sealant must be used to encapsulate exposed edge.

C. Weld membrane to Rhino fasteners using induction welding tools as recommended by manufacturer, following specified pattern provided by manufacturer

D. Follow manufacturers direction for verification of induction welding procedure of plate bonded attachment of membrane.

E. For corners and perimeters follow enhancement patterns as specified for FM 1-75 uplift design requirements.

### 3.7 MEMBRANE LAP SPLICING
A. Lap splice areas that have been contaminated must be wiped down with a dry or damp (water only) clean cloth prior to heat welding and allow to completely dry.

B. All field and flashing splices on the horizontal surface shall be completed using an automatic heat welder that has been designed for hot air welding of TPO membranes.

C. Hand held welders are only to be used on vertical welds or where an automatic welder is not practical or cannot be used.

D. Seams made with the automatic welder shall be a minimum of 1-1/2" wide. Seams made with hand welders shall be a minimum of 2" wide. Use 2" side silicone or silicone coated steel hand rollers to assure proper mating of surfaces as hand heat welding proceeds.

E. Probe all completed welds using a slotted screwdriver or cotter pin puller type tool to verify seam integrity. Do not probe welds until they have had time to cool to ambient conditions. Any welds found to be insufficiently welded need to be repaired on a daily basis.

3.8 MEMBRANE SECUREMENT

A. Mechanical Fasteners:
   1. Attach Membrane and insulation using Fasteners and Insulation Plates in accordance with the manufacturer’s Induction Welded assembly to comply with the wind uplift design based on FM 1-75 as detailed in the specifications above. In a multi-layer Membrane and insulation assembly, the type and thickness of the top layer of insulation determines the fastening pattern. Membrane and Insulation fasteners shall penetrate the top of the flutes and shall be sufficient to penetrate deck a minimum of ¾” for steel and 1” for wood and concrete. TPO Heat inducted welding system membrane and fastening plates shall be installed with the appropriate welding system in strict accordance with the Manufacturer’s recommendations in terms of temperature and field conditions.

B. Secure field membrane with term bar up on all walls, curbs, penetrations 2’ or greater and apply term bar sealant to provide compression seal. Seal top edge of term bars.

3.9 FLASHING - PENETRATIONS

A. General:
   1. Flash all penetrations passing through the membrane.
   2. The flashing seal must be made directly to the penetration.

B. Pipes, Round Supports, etc.
   1. Flash with Pre-Molded TPO Pipe Flashings where practical
2. Flash using TPO unsupported Flashing membrane when Pre-Molded Flashing is not practical.

3.10 FLASHING - WALLS, PARAPETS, MECHANICAL EQUIPMENT CURBS, SKYLIGHTS, ETC.

A. General:
Using the longest pieces practical, flash all walls, parapets, curbs, etc., a minimum of 8" high per Manufacturers Details. When flashings will not achieve a minimum 8" finished flashing height, contact manufacturer for recommended details and approvals and notify specifier/owner of conditions.

B. Evaluate Substrate:
Evaluate the substrate and overlay per Manufacturers specifications as necessary.

C. Where it occurs, remove excessive roof materials to provide a smooth, sound surface for new flashings.

D. Apply TPO Bonding Adhesive at about the same time to both the membrane flashing and the surface to which it is being bonded so as to allow approximately the same drying time. Apply Bonding Adhesive by rolling the adhesive on to the mating surfaces evenly, avoiding globs or puddles.

E. Roll the flashing into the adhesive evenly and carefully so as to minimize wrinkles.

F. To ensure proper contact, compress the flashing to the substrate with a stiff push broom.

G. Provide termination directly to the vertical substrate as shown in Plan details.

H. Install TPO T-Joint covers at field and flashing splice intersections.

I. Install intermediate flashing attachment for walls greater than 24”.

3.11 CLEAN-UP

A. Clean all contaminants from building and surrounding areas.

B. Remove trash, debris, equipment from project site and surrounding areas.

C. In areas where finished surfaces are soiled by work of this section, consult manufacturer of surfaces for cleaning advice and conform to their documented instructions.

D. Repair or replace damaged building components or surrounding areas to the satisfaction of the building owner.

END OF SECTION
SECTION 07920

SEALANTS & CAULKING

PART 1 - GENERAL

1.1 WORK INCLUDED:

A. The purpose of caulking and sealants in this Work is to provide a positive barrier against penetration of air and moisture at joints between items where such sealing is essential to continued integrity of the barrier.

B. Such caulking and sealing will normally be required under the work of various sections of these Specifications but shall be performed in strict accordance with the provisions of this Section.

C. Read all specifications and examine all drawings thoroughly for sealant applications required. In addition, the following list of items to be caulked or sealed is intended to be used as a guide in determining the extent of Work to be furnished under this Section and is not guaranteed to be complete.

1. Perimeters of all door, window and other frames.
2. Control joints at gypsum board walls.
3. Joint where finish terminates at other materials.
4. Interior joints between door and window frames and walls.
5. All floor/wall, floor/ceiling and door frame/wall joints and at perimeter of wall, ceiling or floor mounted accessories and equipment.

1.2 RELATED WORK DESCRIBED ELSEWHERE: Special requirements for caulking and sealants are described in various other sections of these specifications.

1.3 QUALIFICATIONS OF APPLICATORS: Installation of caulking and sealants shall be performed only by workers thoroughly skilled and specially trained in the techniques of caulking, and who are completely familiar with the published recommendations of the manufacturer of the caulking material being used.

1.4 REJECTION OF INSTALLED CAULKING AND SEALANTS: Indication of lack of skill on the part of installers shall be sufficient grounds for the Architect to reject installed caulking or sealants, and to require immediate removal and complete reinstallation at no additional cost to the Owner.

1.5 SUBMITTALS:

A. Comply with the requirements of Section 013300.
B. Submit manufacturer’s descriptive literature for each type of joint sealant required. Include color charts for color approval by Architect.

1.6 DELIVERY, STORAGE AND HANDLING:

A. Deliver materials to the project site in original unopened containers with labels stating manufacturer, product name and designation, color, expiration period for use, pot life, curing time and mixing instructions for multicomponent materials.

B. Store all caulking and sealing materials and equipment under conditions recommended by its manufacturer.

C. Do not use materials stored for a period of time exceeding the maximum recommended shelf-life of the material.

D. Use all means necessary to protect caulking and sealant materials before, during, and after installation and to protect the installed work and materials of all other trades. In the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect and at no additional cost to the Owner.

1.7 PROJECT CONDITIONS: Do not proceed with installation of joint sealants under the following conditions:

A. When ambient and substrate temperature conditions are outside the limits permitted by the sealant manufacturer or below 40 degrees F.

B. When joint substrates are wet due to rain, frost, condensation or other causes.

PART 2 – PRODUCTS:

2.1 GENERAL:

A. COMPATIBILITY: Provide joint sealers, joint fillers and other related materials that are compatible with one another and with joint substrates for the service and application shown or implied.

B. COLORS: If not otherwise indicated, provide color of exposed joint sealers to closely match finish color of substrates.

2.2 ELASTOMERIC JOINT SEALANTS:
A. ELASTOMERIC SEALANT: Single or multi-part silicone, polysulfide, or urethane sealant; Type M or S, Grade NS, chemically curing and complying with ASTM C920.

B. SANITARY SILICONE SEALANT: All sealant for use around fixtures, and at wall and floor joints at potentially wet indoor conditions as shall be one part silicone, SCD 1702 sanitary sealant as manufactured by General Electric, or equivalent product suitable for this usage.

C. All ½ inch expansion joints at the exterior of the building where concrete walks abut the building, expansion joints in concrete walk, or where sidewalks abut curbs, shall be sealed with a nontracking two-part polyurethane, self-leveling sealant similar to “Sonolastic Paving Joint Sealant: manufactured by Sonneborn. Asphalt expansion strips shall be cut back below the surface and a backup separator or polyethylene rod installed. Install sealant in strict conformance with manufacturer’s recommendations.

D. Equipment: All caulking and sealing equipment shall be only such equipment as is specifically recommended by the manufacturer or the material being installed.

PART 3 – EXECUTION:

3.1 INSPECTION:

A. Prior to all work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.

B. Verify that caulking and sealing may be installed in accordance with the manufacturer’s recommendations.

3.2 DISCREPANCIES:

A. In the event of discrepancy, immediately notify the Architect.

B. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

3.3 CHOICE OF CAULKING AND SEALING MATERIAL: Use only that caulking and sealing material which is best suited to the installation and is so recommended by the sealant material manufacturer.

3.4 JOINTS:
A. WIDTH: Minimum ¼ inch X ¼ “

B. DEPTH: Do not exceed width of joint from ¼ “ to ½ “. Maximum depth ½ “

3.5 BACK-UP MATERIALS:

A. Verify the compatibility of filler material with sealant material before installation.

B. Use filler material to control depth of joint to within ½ “ of surface. Allow for minimum 30% compression when inserted.

C. For joints that use regular joint backing, use bond breakers to prevent adhesion to back of joint.

D. All filler materials shall be non-oily, non-staining, back-up filler such as polyethylene foam rod, expanded polyurethane, neoprene, or other filler completely compatible with the sealant material.

3.6 APPLICATION OF CAULKING AND SEALANTS: Install in strict accordance with the manufacturer’s recommendations, taking care to produce beads of proper width and depth, to tool as recommended by the manufacturer, and to remove all surplus material.

---END OF SECTION---
PART 1- GENERAL

1.1 SECTION INCLUDES
Wood doors non-rated and fire-rated
   A. Solid wood doors (may be prehung)

1.2 RELATED SECTIONS
   A. Section 08700 - Finish hardware

1.3 REFERENCES AND REGULATORY REQUIREMENTS
   A. ASTM E152 - Methods of Fire Tests and Door Assemblies.
   B. NFPA 252 - Standard Methods for Fire Assemblies.
   C. UBC 7-2-1994
   D. UBC 7-2, 1997
   E. IBC 2000 or 2003
   F. UL 10 (c) - Fire Tests for Door Assemblies - Positive Pressure
   G. UL 10 (b) - Fire Tests for Door Assemblies - Neutral Pressure
   H. NFPA 80 - Fire Doors and Windows.
   I. Quality Standards:
      1. WDMA Industry Standard I.S. 1A-04
      3. LEED Standards as noted
   J. Labeling Agencies
      1. Intertek Testing Services-Warnock Hersey (ITS-WH) [or]
      2. Underwriters Laboratories, Inc. (UL) (Neutral pressure only)

1.4 SUBMITTALS
   A. Shop drawings: Indicate location, size, and hand of each door; elevation of each kind of door; location and extent of hardware blocking; and other pertinent data.
      1. Indicate dimensions and locations of mortises and holes for hardware.
      2. Indicate dimensions and locations of cutouts.
      3. Indicate doors to be factory finished and finish requirements.
      4. Indicate fire ratings for fire doors.

   B. Samples for Verification:
      1. Factory finishes applied to actual door face materials, approximately 8 by 10 inches, for each material and finish. For each wood species and transparent finish, provide one piece of the expected finished work.
1.5 QUALITY ASSURANCE
   A. Source limitations: Obtain wood doors through one source from a single manufacturer.
   B. Quality standard: Comply with WDMA I.S.1-A 04
   C. Fire-rated Doors: Doors complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire ratings indicated, based on testing according to NFPA 252 UBC 7-2-1997 (Positive Pressure)

1.6 DELIVERY STORAGE AND HANDLING AND SITE CONDITIONS
   A. Deliver, store, protect and handle products under provisions of WDMA.
   B. Package doors individually and wrap bundles of doors. Inspect for damage. Do not store in damp or wet areas. HVAC systems should be operating prior to arrival of doors. Acceptable humidity shall be no less than 25% nor greater than 55%.
   C. Certain wood species are light sensitive. Protect doors from exposure to natural and artificial light after delivery.

1.7 WARRANTY
   A. Provide manufacturer's warranty for Interior Solid Core Doors:
      1. Full Lifetime Warranty

PART 2 - PRODUCTS

2.1 MANUFACTURERS
   A. Provide door types from Manufacturer’s listed on Door Schedule in the Drawings, or approved equal.
   B. Substitutions allowed only with written approval by architect prior to bid date.

2.2 DOOR CONSTRUCTION, GENERAL
   A. WORKMANSHIP
      1. Comply with WDMA I.S. 1A-04
   B. PERFORMANCE STANDARD
      1. Comply with WDMA I.S. 1A-04 Extra Heavy Duty
   C. DOORS FOR TRANSPARENT FINISH:
      1. Grade: Premium, with A Grade Faces
      2. Wood veneer Species and Cut:
      3. Match between veneer leaves: Book match,
      4. Assembly of spliced veneers: Running
      5. Pair and Set match: Provide for doors hung in same opening or separated only by mullions.
6. Door with Transom: Continuous match

D. Stiles: Same or compatible species as faces.

E. Interior Veneer-faced doors:
   1. Stiles and rails bonded to core, then entire unit abrasive planed before veneering.

F. Rating: Positive pressure Category A

FIRE RATED WOOD DOORS
1. Manufacturer’s standard mineral-core construction as needed to provide fire rating indicated.

2. Blocking: provide composite blocking with improved screw-holding capability approved for use in doors of fire ratings indicated as needed to eliminate through-bolting hardware for surface applied hardware.

3. Provide manufacturers standard laminated-edge construction with improved screw-holding capability and split resistance that are labeled and listed to provide fire rating indicated.

4. Pairs: Metal edge and astragal

2.4 FABRICATION
A. Factory fit doors to suit frame-opening sizes indicated, with the following uniform clearances and bevels, unless otherwise indicated:

1. WDMA prefit clearances for factory fit doors
2. NFPA 80 for fire rated doors
3. Manufacturers hardware templates

B. Factory machine doors for hardware that is not surface applied. Comply with final hardware schedules, door frame Shop Drawings, and hardware templates.

1. Coordinate measurements of hardware mortises in metal frames to verify dimensions and alignment before factory machining.

C. Openings: Cut and trim openings through doors to comply with applicable requirements of referenced standard for kind(s) of doors(s) required.

1. Light openings: Trim openings with moldings of material and profile indicated.
2. Louvers: Factory install louvers in prepared openings.
D. Apply appropriate labels.

2.5 FACTORY FINISH
A. General: Comply with WDMA finish requirements.
B. Finish doors at factory.
C. Transparent Finish:
   1. Finish: WDMA TR-6 catalyzed polyurethane.

2.6 FACTORY GLAZING
A. Glazing in wood doors to be installed by wood door manufacturer.

2.7 ACCESSORIES
A. GLAZING STOPS
   1. Non-Rated:
      a. Wood, of the same species/compatible with door species [or]
      b. Metal Vision Frames.
   2. Fire-Rated:
      a. Flush, wood veneer clad PVC, of same species as door facing [or]
      b. Veneer wrapped rolled steel, of same species as door facing [or]
      c. Metal Vision Frames.

B. APPLIED MOLDINGS:
   1. As selected from manufacturer’s standard profiles and install as detailed.
   2. Applied moldings to be affixed to the door without the use of nails or staples.

PART 3. EXECUTION

3.1 EXAMINATION
A. Examine doors and installed frames before hanging doors.
   1. Verify that frames comply with indicated requirements for type, size, location and
      swing characteristics and have been installed with level heads and plumb jambs.
   2. Reject doors with defects prior to hanging.
B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION
A. Hardware: See Hardware Schedule on the Drawings. For installation, see Division 8
   Section “Door Hardware.”
B. Manufacturer’s written instructions: Install doors to comply with manufacturer’s
   written instructions, referenced quality standard, and as indicated.
   1. Install fire-rated doors in corresponding fire-rated frames according to NFPA 80.
C. Align all doors for uniform clearance at each edge.

D. Factory finished doors: Restore finish before installation if fitting or machining is required at Project site.

3.3 ADJUSTING
A. Operation: Adjust all doors to swing and operate freely.

-END OF SECTION-
SECTION 08411
ALUMINUM FRAMED ENTRANCE & STOREFRONT

Part 1 – GENERAL

1.1 SUMMARY
A. Section includes:
1. Aluminum-Framed Storefront
   a. Arcadia, Inc., TC470 Series, or approved equal, 2-1/4 x 4-1/2” Thermally broken; captured offset glazed, 2 sided and 4 sided structural silicone, screw spline, shear block, compensating stick or punched opening fabrication for 1” glass.

B. Related Sections:

1.2 REFERENCES
A. American Architectural Manufacturers Association (AAMA)
B. American Society for Testing and Materials (ASTM)
C. Aluminum Association (AA)

1.3 SYSTEM DESCRIPTION
A. General: In addition to requirements shown or specified, comply with:
   1. Applicable provisions of AAMA Aluminum Storefront and Entrance Manual for design, materials, fabrication and installation of component parts.

B. Design Requirements: Arcadia TC470 Series, or approved equal, framing system suitable for outside or inside glazing. Glass shall be forward of frame, with optional structural silicone support at verticals and horizontals. Provide for two-color capability.

C. Performance Requirements:
   1. Limit air leakage through assembly to 0.06 CFM/min/sq. ft. (.00003 m³/sm²) of wall area at 6.24 PSF (300 Pa) as measured in accordance with ASTM E283.
   2. Dynamic Water Resistance: No water leakage, when measured in accordance with AAMA 501.1-94 with a dynamic test pressure of 12PSF.
   3. Limit mullion windload deflection of L/175 with full recovery of glazing materials, when measured in accordance with ASTM E 330.
   4. System shall not deflect more than 1/8” at the center point, or 1/16” at the center point of a horizontal member, once deadload points have been established.
   5. System shall accommodate expansion and contraction movement due to surface temperature differential of 180 degrees F.
   6. Seismic testing shall conform to AAMA recommended static test method for evaluating performance of curtain walls and storefront wall systems due to horizontal displacements and building sway.
   7. Thermal performance – When tested in accordance with AAMA 1503.1, and 1502.7, the following results should be attained: U. maximum .63/CRF – minimum of 59.
   8. National Fenestration Rating Council (NFRC) specific application evaluation.

1.4 QUALITY ASSURANCE
A. Single Source Responsibility:
   1. Obtain entrances, storefronts, ribbon walls, window walls, curtain walls, window systems, and finish through one source from a single manufacturer.

B. Provide test reports from AAMA accredited laboratories certifying the performances as specified in 1.03.
1.5 WARRANTY
1.6 System shall be warranted against failure and/or deterioration of metals due to manufacturing process for a period of two (2) years.

**Part 2 – PRODUCTS**

2.1 MANUFACTURERS
   A. Acceptable Manufacturers:
      1. Arcadia, Inc., 2301 E Vernon, Vernon, CA.
         Telephone 323/269-7300, Fax 323/269-7390
      2. Approved Equal
   B. Acceptable Products:
      1. Arcadia, Inc., TC470 Series, or approved equal.

2.2 FRAMING MATERIALS AND ACCESSORIES
   A. Framing members, transition members, mullions, adaptors, and mounting: Extruded 6063-T6 aluminum alloy (ASTM B221 – Alloy G.S. 10a T6).
   B. Screws, fastening devices, and internal components: Aluminum, stainless steel, or zinc-plated steel in accordance with ASTM.A-164. Perimeter anchors shall be aluminum or steel, providing the steel is properly isolated from aluminum.
   C. Glazing Gasket (Silicone Compatible)
      1. Compression-type design, replaceable, molded or extruded santoprene, polyvinyl chloride (PVC), or ethylene propylene diene monomer (EPDM).
      2. Shall be of type that locks securely into the glazing reglet to prevent glazing gaskets from disengaging.

2.3 FINISH
   A. Finish all exposed areas of aluminum and components as indicated.
      1. An Architectural Class II anodic coating conforming with AA-M12C22A31/AA-M12C22A41.
         a. Anodize finish color shall be Colornodic #11 Clear.

2.4 SYSTEM FABRICATION
   A. Diverters shall be provided to collect water infiltration and divert from the interior of the system.
   B. Framing members shall be internally reinforced and secured at head and sill as necessary for structural performance requirements, for hardware attachment, and as indicated.
   C. Fasteners shall be so located as to ensure concealment from view in the final assembly.

**Part 3 – EXECUTION**

3.1 EXAMINATION
   A. Examine conditions and verify substrate conditions are acceptable for product installation.

3.2 INSTALLATION
   A. Install in accordance with approved shop drawings and manufacturers installation instructions.

3.3 FIELD QUALITY CONTROL
   A. Correct any deficiencies.

--END OF SECTION--
PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Tubular daylighting device.
B. Accessories.

1.2 RELATED SECTIONS

E. ASTM A792/A 792M - Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process
J. ASTM E 1886 - Standard Test Method for Performance of Exterior Windows, Curtain Walls, Doors, and Impact Protective Systems Impacted by Missile(s) and Exposed to Cyclic Pressure Differentials.
1.3 PERFORMANCE REQUIREMENTS

A. Completed tubular daylighting device assemblies shall be capable of meeting the following performance requirements:

1. Air Infiltration Test:
   a. Single and Dual Glazed Dome (M74 DS Type DP & DPP): Passes Air infiltration; maximum of 0.05 cfm/ft² (0.3 L/s/m²) when tested according to AAMA/WDMA/CSA 101/1S.2/A440-11, ICC-ES AC-16, and ASTM E 283.
   b. Air infiltration will not exceed 0.30 cfm/sf aperture with a pressure delta of 1.57 psf across the tube when tested in accordance with ASTM E 283.
   c. Single and Dual Glazed Dome (M74 DS Type DP & DPP): meets or exceeds the air leakage performance levels with a maximum 0.4 cfm/ft² when tested in accordance with AAMA/WDMA/CSA 101/1S.2/A440 and ASTM E 283.
   d. Air exfiltration will not exceed 0.4 cfm/sf aperture with a pressure delta of 1.57 psf across the tube when tested in accordance with ASTM E 283.

2. Water Resistance Test:
   a. No uncontrolled water leakage at 10.5 psf pressure differential with water rate of 5 gallons/hour/sf when tested in accordance with ASTM E 547.

3. Uniform Load Test: All units tested with a safety factor of (3) for positive pressure and (2) for negative pressure, acting normal to plane of roof in accordance with ASTM E 330.
   a. No breakage, permanent damage to fasteners, hardware parts, or damage to make system inoperable or cause excessive permanent deflection of
any section when tested at a Positive Load of 150 psf (7.18 kPa) or Negative Load of 60 psf (2.87 kPa) in accordance with ICC AC-16 Section A, or Negative Load of 70 psf (3.35 kPA) if tested per ICC AC-16 Section B.

4. Fire Testing:
   a. Fire Rated Roof Assemblies:
      1) Roof Assemblies: When used with the Dome Edge Protection Band and mounted on curbs 4 inches high or greater, all domes shall meet the prescriptive fire rating requirements for Class A, B, and C roof assemblies as described in the 2012 International Building Code.
   b. When used with the Dome Edge Protection Band, all domes meet fire rating requirements as described in the International Building Code.
   c. Self-Ignition Temperature - Greater than 650 degrees F per ASTM D-1929.
   d. Smoke Density: Rating no greater than 450 per ASTM Standard E 84 in way intended for use. Classification C.
   e. Rate of Burn and/or Extent: Maximum Burning Rate: 2.5 inches/min (62 mm/min) Classification CC-2 per ASTM D 635.
   f. Rate of Burn and/or Extent: Maximum Burn Extent: 1 inch (25 mm) Classification CC-1 per ASTM D 635.

1.4 SUBMITTALS

A. Submit under provisions of Section 01300.

B. Product Data: Manufacturer's data sheets on each product to be used, including:
   1. Preparation instructions and recommendations.
   2. Storage and handling requirements and recommendations.
   3. Installation methods.

C. Shop Drawings. Submit shop drawings showing layout, profiles and product components, including anchorage, flashings and accessories.

D. Electrical wiring diagrams for connection of LED fixtures.

E. Verification Samples: As requested by Architect.

F. Test Reports: Independent testing agency or evaluation service reports verifying compliance with specified performance requirements.

1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: Engaged in manufacture of tubular daylighting devices for minimum 20 years.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Store products in manufacturer's unopened packaging until ready for installation.
B. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.7 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.8 WARRANTY

A. Daylighting Device: Manufacturer's standard warranty for 10 years.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturer: Solatube International, Inc., which is located at: Solatube International 2210 Oak Ridge Way; Vista, CA 92081-8341; Toll Free Tel: 888-765-2882; Tel: (760) 477-1120; Fax: (760) 597-4488; Email: request info (commsales@solatube.com); Web: www.solatube.com

B. Requests for substitutions will be considered in accordance with provisions of Section 01 6302.

2.2 TUBULAR DAYLIGHTING DEVICES

A. Tubular Daylighting Devices General: Transparent roof-mounted skylight dome and self-flashing curb, reflective tube, and ceiling level diffuser assembly, transferring sunlight to interior spaces; complying with ICC AC-16.

B. SolaMaster Series: Solatube Model 750 DS-C Penetrating Ceiling, 21 inch (530 mm) Daylighting System:
   1. Roof Dome Assembly: Transparent, UV and impact resistant dome with flashing base supporting dome and top of tube.
      a. Outer Dome Glazing: Type DA, 0.125 inch (3.2 mm) minimum thickness injection molded acrylic classified as CC2 material; UV inhibiting (100 percent UV C, 100 percent UV B and 98.5 percent UV A), impact modified acrylic blend.
      b. Raybender 3000: Variable prism optic molded into outer dome to capture low angle sunlight and limit high angle sunlight.
      c. Inner Dome Glazing: Type DAI, 0.115 inch (3 mm) minimum thickness acrylic classified as CC2 material.
   2. Roof Flashing Base:
      a. Two Piece: Two-piece, inverted flange Metal Roof Flashing for Standing Seam Rib roof profile with greater than 14-3/8 inch (365 mm) minimum distance between ribs permitting a required greater than 2 inch (51 mm)
clearance between flashing and rib: Type FSM. Aluminum 1060 Alloy, corrosion resistant conforming to ASTM B 209, 0.059 inch (1.5mm) thick.

3. Tube Ring: Attached to top of base section; 0.090 inch (2.3 mm) nominal thickness injection molded high impact PVC; to prevent thermal bridging between base flashing and tubing and channel condensed moisture out of tubing.

4. Dome Seal: Adhesive backed weatherstrip 0.63 inch (16 mm) tall by 0.28 inch (7 mm).

5. Reflective Tubes: Aluminum sheet, thickness 0.018 inch (0.5 mm).
   a. General:
      1) Spectralight Infinity with Cool Tube Technology combining ultra-high Visible Light reflectance with Ultra-low Infrared (IR) reflectance. Patented spectrally-selective optical surface yields specular reflectance for the Visible Light spectrum (400 nm to 760 nm) and less than 20% reflectance for Infrared (IR) wavelengths longer than 980nm, resulting in a spectrally-selective Total Solar Spectrum (400 nm to 2500 nm) less than 80.2 percent.
      2) Color: a* and b* (defined by CIE L*a*b* color model) shall not exceed plus 2 or be less than minus 2 as determined in accordance to ASTM E 308.
   b. Top Tube Angle Adapter, Type TA:
      1) Reflective 45 degree adjustable Top Tube Angle Adapter, 16 inches (406 mm) long.
   c. Bottom Tube Angle Adapter, Type BA:
      1) Reflective 45 degree adjustable Bottom Tube Angle Adapter, 16 inches (406 mm) long, required for transition box.
   d. Top Tube Angle Adapter and Bottom Tube Angle Adapter Kit, Type AK:
      1) Reflective 45 degree adjustable top and bottom angle adapters (one each), 16 inches (406 mm) long
   e. Extension Tube:
      1) Reflective extension tube, Type EXX, Notched for Open Ceiling diffuser attachment, 24 inches (610 mm) or 48 inches (1220 mm) long.

6. Diffuser Assemblies for Tubes Penetrating Ceilings: Solatube Model 750 DS-C. Ceiling mounted box transitioning from round tube to square ceiling assembly, supporting light transmitting surface at bottom termination of tube; 23.8 inches by 23.8 inches (605 mm by 605 mm) square frame to fit standard suspended ceiling grids or hard ceilings.
   a. Round to square transition box made of opaque polymeric material, classified as CC2, Class C, 0.110 inch (2.8 mm) thick.
   b. Lens: Type L2 Prismatic lens design to maximize light output and diffusion with extruded aluminum frame and EPDM foam seal to minimize condensation and bug, dirt and air infiltration per ASTM E 283. Visible Light Transmission shall be greater than 90 percent at
0.100 inches (2.5 mm) thick. Classified as CC2.
c. Supplemental Natural Effect Lens made of acrylic, classified as CC2, Class C, 0.060 inch (1.5 mm) thick, with open cell foam seal to minimize condensation and bug, dirt and air infiltration per ASTM E 283.

7. Accessories:
   a. Wire Suspension Kit: Type E, Use the wire suspension kit when additional bracing to the structure is required.
   b. Security Kit: Type SK Dome Security Kit, rivets with nylon spacers to replace dome screws.

8. Catalog Number: S750 DS-C-DAI-SK-FSM-AK-EXX-TA-BA-E-L2-LN

2.3 ACCESSORIES
   A. Fasteners: Same material as metals being fastened, non-magnetic steel, non-corrosive metal of type recommended by manufacturer, or injection molded nylon.
   B. Suspension Wire: Steel, annealed, galvanized finish, size and type for application and ceiling system requirement.
   C. Sealant: Polyurethane or copolymer based elastomeric sealant as provided or recommended by manufacturer.

PART 3 EXECUTION

3.1 EXAMINATION
   A. Do not begin installation until substrates have been properly prepared.
   B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION
   A. Clean surfaces thoroughly prior to installation.
   B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
   C. Coordinate requirements for power supply, conduit and wiring.

3.3 INSTALLATION
   A. Install in accordance with manufacturer's printed instructions.
   B. After installation of first unit, field test to determine adequacy of installation. Conduct water test in presence of Owner, Architect, or Contractor, or their designated representative. Correct if needed before proceeding with installation of subsequent units.
   C. Inspect installation to verify secure and proper mounting. Test each fixture to verify
operation, control functions, and performance. Correct deficiencies.

3.4 PROTECTION

A. Protect installed products until completion of project.

B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION
SECTION 08700
FINISH HARDWARE

PART 1 - GENERAL

1.1 WORK INCLUDED:

A. Hardware has been assigned to the various doors required for this Work, as described in the Hardware Schedule as found on the Drawings. The hardware groups are described in detail in this Section of these Specifications.

B. Unless otherwise approved by the Architect, furnish all finish hardware described in the Schedules and all other finish hardware not described but required for a complete and operable facility.

1.2 QUALIFICATIONS OF SUPPLIERS: The finish hardware supplier shall have in his employ an ABC member of the American Society of Hardware Consultants who shall be made available for consultation at no additional cost to the Owner during course of construction.

1.4 REVIEW BY AHC: The AHC member shall be present at completion of the Work, shall check the installation of all finish hardware, shall make, all minor adjustments required and supervise all hardware replacements required, and shall report to the Architect on completeness of the installation. This report will be required prior to final inspection.

1.5 SUBMITTALS:

A. Make all submittals, and re-submittals if necessary, in accordance with the provisions of Section 01300 of these Specifications.

B. HARDWARE SCHEDULE: Before any finish hardware is ordered or purchased for this Work, submit to the Architect for his approval, a complete schedule of all finish hardware proposed to be furnished for this Work, giving manufacturer’s name and catalog number for each item.

C. This shall in no way be construed as permitting substitutions of items for the items specified.

1.6 MANUFACTURER’S RECOMMENDATIONS: Prior to installation, deliver to the installing personnel complete recommendations from the manufacturers regarding installation methods.
1.7 PACKAGING:

A. Furnish all finish hardware with each unit clearly marked or numbered in accordance with the hardware schedule.

B. Pack each item complete with all necessary pieces and fasteners.

C. Properly wrap and cushion each item to prevent scratches during delivery and storage.

1.8 DELIVERY: Deliver all finish hardware to the installers in timely manner to ensure orderly progress of the total work.

PART 2 - PRODUCTS:

2.1 GENERAL:

A. Furnish all finish hardware with all necessary screws, bolts, and other fasteners of suitable size and type to anchor hardware in position for long life under hard use.

B. Furnish fastenings where necessary with expansion shields, toggle bolts, sex bolts, and other anchors approved by the Architect, according to the material to which the hardware is to be applied and the recommendations of the hardware manufacturer.

C. All fastenings shall harmonize with the hardware as to material and finish.

2.2 KEYING:

A. Construction Keying: Provide a method independent of the final keying system for securing the building during construction.

B. Final Keying System:
   1. Stamp all keys “DO NOT DUPLICATE”.
   2. Master key all locks in accordance with the Architect’s instruction.

2.3 MANUFACTURERS: Catalog numbers used in the hardware schedule were taken from the indicated manufacturers and all finish hardware shall be the hardware specifically described or by prior approved equal suppliers.

2.4 OTHER MATERIALS: All other materials, not specifically described but required for a complete and proper installation of finish hardware, shall be furnished new, first quality of their respective kinds, and subject to approval of the Architect.
PART 3 – EXECUTION:

3.1 DELIVERIES: Stockpile all items sufficiently in advance to ensure their availability and make all necessary deliveries in a timely manner to ensure orderly progress of the total Work.

3.2 INSPECTION OF INSTALLATION: Upon completion of the installation, and as a condition of its acceptance, deliver to the Architect a report signed by the AHC member stating that his inspection was made, that all adjustments recommended by him have been completed, and that all finish hardware furnished under this Section has been installed in its optimum working condition.

3.3 INSTALLATION:

A. Set all thresholds in a full bed of mastic.

B. Provide and install plaster boxes for all strikes on locksets, latch sets and dead bolts.

C. Install all hardware items in accordance with manufacturer’s installation instructions.

D. Provide full one year warrantee on all hardware.

---END OF SECTION---
SECTION 08810
GLASS & GLAZING

PART 1 - GENERAL

1.1 GENERAL PROVISIONS:
Related Documents: The General Conditions governing all contacts and the Specific Requirements shall apply to all work of this Section.

1.2 WORK INCLUDED:
Furnish all labor, materials, tools and equipment required to perform the work of this Section as shown on the Drawing and/or as specified herein. In general the work shall include but not necessarily be limited to the following:
A. All glazing of Aluminum doors and windows.
B. All glazing of Wood Doors.

1.3 RELATED WORK OF OTHER SECTIONS:
The following related items of work are specified to be provided under other sections of the Specifications.

SECTION 8 - ALUMINUM ENTRANCE & STOREFRONT

1.4 SHOP DRAWINGS
Submit shop drawings including details of construction, complete schedules, relationship and details of supporting structures, attachment, and catalogue data for Architect’s approval.

1.5 SUBMITTALS
A. Samples:
   1. Submit 6’ x 6’ product samples of each type of glass for Architect’s approval.
   2. Submit ½ pint of glazing compound.
B. Manufacturer’s Data:
   1. Glass: submit manufacturer’s specifications and installation instructions for each type of glass to be used.
   2. Glazing compound: submit manufacturer’s specifications and installation instructions for each type of glazing compound to be used.
C. Certificates:
   1. When glass is not cut to size by manufacturer and is furnished unlabeled from local stock, submit an affidavit certifying quality, thickness, type and manufacturer of glass furnished.
   2. Tempered glass to have manufacturer’s label etched into glass.
3. All other bronze tinted and clear glasses shall bear manufacturer’s labels and certifications.

1.6 QUALITY ASSURANCE:

A. Contractor shall replace at no extra cost to the City all broken glass during the life of the Contract.

B. Standards: All material shall conform to the appropriate test standards and to those following:
   1. Fed. Spec. DD-9451a: All glass
   2. Fed. Spec. TT-G-00410-C: Glazing Compound

PART 2 - PRODUCTS

2.1 GLASS

A. Glass in insulated units shall be manufactured by PPG Industries or app. Eq. And as follows:
   1. Inside glass: Clear 1/2” thick with 80% transmittance.

B. Glass in Aluminum Entrances and transoms shall be as manufactured by PPG Industries or app. Eq. And as follows:
   1. Inside glass: Clear 1/2” thick with 80% transmittance.

C. All glass shall be tempered and as manufactured by PPG Industries or app. Eq.

D. Each lite shall bear manufacturer’s label as to quality.

E. Glazing compound shall be in accordance with Fed. Spec. above, latest edition, and shall be tinted to match the color of surrounding frames.

F. Fasteners: Glazing clips shall be No. 18 W & M ga., galvanized steel glazing clips for Aluminum frame and coppered steel clips for steel frames.

PART 3 - EXECUTION

3.1 INSTALLATION:

A. Glass shall be secured in metal frames with glazing clips, spaced not over 18” on center. Glass shall be properly bedded in glazing compound and back puttied. A minimum of 4 clips shall be used per lite. Contractor shall follow manufacturer’s recommendations regarding setting of all glass relative to bedding, and face puttying.

B. Glazing compound shall be applied at normal working temperatures, providing surfaces are clean and dry. They shall adhere tightly to metal and glass and shall be delivered to the site with the manufacturer’s containers and shall be used without adulteration. Compound shall not be applied in damp or rainy weather. Compound shall be finished in true, even lines and all surplus shall be removed from the glass.
C. Protection:

1. All glass shall be set in such a manner as to avoid breakage.
2. All glass broken due to faulty setting shall be replaced. All glass shall be protected from damage until final acceptance. Broken and defective or imperfect glass shall be removed and replaced by glass meeting specifications.
3. All glass and glazing materials shall be stored in a clean, secure and dry place off the floor and away from moisture and sources of dirt and soil.

D. Clean-up:

1. At completion all dirt stains, excess putty, etc., shall be removed and all glass shall be left clean. All glass that cannot be cleaned properly shall be removed and replaced by glass meeting specifications at no extra cost to the City.

3.2 CERTIFICATES:

3 copies of manufacturer’s certificates for all glass will be required.

3.3 GUARANTEE:

A. Guarantee in writing of materials and workmanship for a period of one year form the date of substantial completion of the entire project. Should defects occur within this time, promptly make necessary repairs or replacements at not cost to the Owner.

B. Insulated glass shall be guaranteed in writing for a period of ten (10) years not to develop under normal conditions, material obstruction of vision, as a result of dirt or film formation on the internal glass surfaces caused by failure of the hermetic seal other than through glass breakage.

---END OF SECTION---
SECTION 09250

GYPSUM DRYWALL SYSTEMS

PART 1 - GENERAL

1.1 WORK INCLUDED: Gypsum drywall and metal stud partitions and gypsum drywall ceiling work where so indicated on the Drawings.

1.2 QUALIFICATIONS OF INSTALLERS:

A. Use only skilled and experienced gypsum drywall installers for laying up the gypsum board, fastening, taping and finishing and veneer plaster application.

B. Helpers and apprentices used for such work shall be under full and constant supervision at all times by thoroughly skilled gypsum drywall installers.

C. In the acceptance or rejection of installed gypsum drywall, no allowance will be made for lack of skill on the part of the installers.

1.3 MANUFACTURER’S RECOMMENDATIONS: The manufacturer’s recommended methods of installation, when approved by the Architect, shall be the basis for acceptance or rejection of actual installation methods used in this Work. All installation shall be in strict conformance with “Gypsum Construction Handbook” as published by the United States Gypsum Company.

1.4 SUBMITTALS:

A. MATERIALS LIST: Submit in accordance with the provisions of Section 01300 of these Specifications a complete list of all materials proposed to be furnished and installed under this portion of the Work, stating manufacturer’s name and catalogue number for each item.

B. MANUFACTURER’S RECOMMENDATIONS: Accompanying the materials list, submit two copies of the manufacturer’s current recommended method of installation of each item.

1.5 PRODUCT HANDLING:
A. Protection: Use all means necessary to protect gypsum drywall materials before, during and after installation and to protect the installed work and materials of all other trades.

B. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect and at no additional cost to the Owner.

PART 2 - PRODUCTS

2.1 GENERAL: Materials shall be supplied in complete systems form one manufacturer to the extent practical. Acceptable manufacturer’s are:

A. United States Gypsum Co.
B. Gold Bold Building Products, National Gypsum Division.
C. Republic Gypsum Co.

2.2 INTERIOR GYPSUM WALL & CEILING BOARD SYSTEM:

A. WALL BOARD: At all wall applications, install water-resistant, fire-rated Type “X” regular wall board conforming to the requirements of ASTM C-36-67. Tapered edge for finished surfaces and butt edge for concealed surfaces. Provide 5/8 “ thick as called for on the drawings.

B. CEILING BOARD: At all ceiling applications, install fire-rated Type “X” regular wall board conforming to the requirements of ASTM C-36-67. Tapered edge for finished surfaces and butt edge for concealed surfaces. Provide ½ “ thick as called for on the drawings.

C. JOINT SYSTEM:

1. General: All joint system, including tape and compounds, shall be a system recommended by the manufacturer of the gypsum panels used as compatible with the gypsum panels and required finish applications.
2. Components: A single compound may be used for embedment of tape, skim coating, and finishing if the compound is recommended for the purpose by the manufacturer of the gypsum panels used.

D. METAL WALL/PARTITION SUPPORT MATERIALS:

1. Non-loadbearing studs: Use ASTM C 645, galvanized steel, 25-guage, 3-5/8” deep unless otherwise indicated. Use 20 gauge at door jambs and for support of restroom fixtures.

E. TRIM: All metal corner bead and edge trim, and all other accessory items, shall be a system recommended by the manufacturer of the gypsum panels used, as being compatible with the gypsum panels.

2.3 FINISH: Finish on all interior gypsum board is to be light and finish.

2.4 FASTENERS: All fasteners shall be metal screws especially designed for application of gypsum panels to metal studs and shall be the length and pattern recommended by the manufacturer of the gypsum panels used.

2.5 WATER: All water used in joint system shall be clean, fresh, and free from deleterious amount of foreign material.

2.6 SEALANT: Sealant for bottom runners shall be USG Acoustical Sealant.

2.7 OTHER MATERIALS: All other materials, not specifically described but required for a complete and proper installation of gypsum drywall systems, shall be as selected by the Contractor subject to approval of the Architect.

PART 3 – EXECUTION

3.1 INSPECTION:

A. Prior to all work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.

B. Verify that gypsum drywall may be installed in accordance with the original design, all pertinent codes and regulations, and to manufacturer’s recommendations as approved by the Architect.

3.2 DISCREPANCIES:

A. In the event of discrepancy, immediately notify the Architect.

B. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

3.3 INSTALLATION OF CEILING SUPPORT SYSTEMS: Install furring hat channels at 24” o.c. perpendicular to floor framing channels. Secure to channels using fasteners recommended by the manufacturer for this installation.
3.4 INSTALLATION OF METAL WALL/PARTITION SUPPORT SYSTEMS:

A. RUNNER TRACKS:

1. Install runner tracks at floors, ceiling and structural walls and columns where gypsum drywall stud system abuts other work except as otherwise indicated.
2. At interior insulated partitions and partition surrounding toilet rooms install floor tracks on tow ¼ “ diameter continuous beads of sealant.

B. Space studs and wall furrings at 16” o.c., except as otherwise indicated. Attach studs to top and bottom tracks by button punch or screws, except that studs located adjacent to doors, windows, partition intersections or ends and at corners shall be screwed to tracks.

C. Frame door openings with vertical studs securely attached by screws at each jamb either directly to frames or to jamb anchor clips on door frame; install runner track sections (for jack studs) at head and secure to jamb studs.

D. Frame openings other than door openings in same manner as required for door openings; and install framing below sills of openings to match framing required above door heads.

E. Install supplementary framing, runners, furring, blocking and bracing at openings and terminations in the work, and at locations required to support fixtures, equipment, services, heavy trim, furnishing and similar work which cannot be adequately supported directly on gypsum board alone.

3.5 INSTALLATION OF GYPSUM WALL AND CEILING PANELS:

A. GENERAL: Install all panels plumb, level, and with all joints on bearing.

B. CUTTING:

1. When cutting gypsum drywall is required, cut by scoring and breaking or by sawing, working form the face side.
2. When cutting by scoring, cut through the face paper and then snap the panel back away from the cut face; then break the back paper by snapping the gypsum board in the reverse direction or by cutting the back paper.
3. Smooth all cut ends and edged of panels as necessary to obtain a smooth joint.
4. For cut-outs in panels for pipes, fixtures, and other small openings, make holes and cut-outs by sawing or by such other method as will not fracture the core or tear the covering and with such accuracy that
plates, escutcheons, or trim will cover the edges. All cut-outs in fire rated and sound rated partitions shall provide a tight joint.
5. The use of “score-and-knockout” method will not be permitted.

C. FASTENING:
1. Properly space all fasteners in careful accordance with the manufacturer’s recommendations and code requirements, with heads slightly below the surface for proper cementing, but without breaking the paper cover.
2. Loosely butt all joints to be taped; firmly butt all joints to be left untreated.

3.6 INSTALLING METAL TRIM AND ACCESSORIES:

A. GENERAL: The Drawings do not purport to show all metal trim required; generally, provide corner bead at all exterior corners, and J-molding at all exposed drywall terminations.

B. INSTALLATION:
1. Carefully inspect the Drawings and verify location of all metal trim required.
2. Install all trim in strict accordance with the manufacturer’s recommendations, paying particular attention to make all trim installation plumb, level, and true to line, with firm attachment to supporting members.

3.7 TAPING AND FINISHING:

A. FIRST COAT:
1. Spread compound evenly over all joints, using suitable tools designed for the purpose.
2. Fill all joints recesses and metal trim.
3. Center the reinforcing tape on the joint and press into the fresh compound wiping down with sufficient pressure to remove excess compound but leaving sufficient compound under the tape for proper bond.
4. Feather all edges and leave the surface free from blisters and tape wrinkles.
5. Apply compound to all fastener recesses, leaving flush with the adjacent surfaces.
6. Fold reinforcing tape along its centerline and apply to all interior angles, following the same procedure as for joints.
B. SECOND COAT:
   1. Lightly sand the dry compound with fine sandpaper to remove all irregularities.
   2. Apply a second coat of compound to all joints, feathering approximately three inches beyond edges of tape.
   3. Apply second coat to all fastener recesses; allow to dry.

C. THIRD COAT:
   1. 1. Lightly sand the dry compound with fine sandpaper to remove all irregularities.
   2. Apply final skim coat, feathering out approximately two inches beyond second coat.
   3. Third coat all fastener recesses and metal trim, and all interior angles; allow to dry.

D. TEXTURE: Gypsum wallboard ceiling and walls shall receive a sprayed-on light sand texture.

3.8 CLEANING UP: Do not allow the accumulation of scraps and debris arising from the Work of this Section but maintain the premises in a neat and orderly condition at all times. In the event of spilling or splashing compound onto other surfaces, immediately remove the spilled or splashed material and all traces of the residue to the approval of the Architect.

---END---
SECTION 09500
ACOUSTIC TILE CEILING

PART 1 - GENERAL

1.1 GENERAL PROVISIONS:
The Contract Documents are as defined in the Agreement. The General Conditions governing all contacts shall apply to the work of this Section.

1.2 SCOPE OF WORK
Furnish all labor, materials, tools and equipment required to perform the work of this Section as shown on the Drawing and/or as specified herein. In general the work shall include but not be limited to the following:
A. Provide new acoustical tile for ceiling of areas as indicated on the Drawings.
   1. Acoustical ceilings shall be non-combustible mineral fiberboard in the form of lay-in panels. Suspension systems shall be standard type, hung directly from structure above or be means of carrying channels.

PART 2 - PRODUCTS

2.1 MATERIALS
A. Acoustical materials shall be Armstrong World Industries, Inc. Minaboard, fissured, lay-in panels, standard sizes, 5/8” thick, Class A Fed. Spec. #SS-S-118B, One Hour Fire Rating, as indicated on drawings, or approved equal
B. Acoustical materials shall have washable matte white finish with light reflectance of LR-1.

2.2 SUSPENSION
A. Suspension system shall be exposed grid. Framing shall be 16-gauge electro-galvanized steel and shall be finished on exposed surfaces with low sheen satin white or approved equal.
C. Matching wall molding shall have detachable support framing.

2.3 NOISE CONTROL
Acoustical material shall have noise-reduction coefficient in the range of .50 - .60 according to ASTM C423.

2.4 FIRE PROTECTION
Acoustical material shall have One Hour Class A flame spread rating.
PART 3 – EXECUTION

3.1 INSTALLATION:
   A. Install suspension system according to ASTM C636, “Recommended Practice for Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels.”
   B. Support suspension system with 12 gauge hanger wires. Hangers shall be cast-in-place hanger wires.
   C. Install acoustic tile according to manufacturer’s recommendations.

3.2 STORAGE OF MATERIAL AT JOB SITE
   Before panels are to be installed they should be allowed to reach room temperature and have stabilized water content.

---END OF SECTION---
SECTION 09685

CARPET

PART 1 - GENERAL

1.1 GENERAL CONDITIONS:
The provision of Division 1 shall apply to this section.

1.2 SCOPE:
The work of this section consists of furnishing all labor, materials, equipment, and appliances necessary or required to perform and complete the work of this section as shown on the Drawings, and as specified herein. In general the work shall include, but shall not limited to the following:
A. Installation of new carpeting.

PART 2 - PRODUCTS

2.1 MATERIALS:
A. Hallways and Corridors: Carpet shall be Mohawk, BT-271, Structured Motion, color 7568 Tributary, as manufactured by Mohawk Carpet, 1755 the Exchange, Atlanta, GA 30339, RR District Standard or approved equal.
B. Offices: Carpet shall be Interface Verticals, color 103735 Summit, backing: GlasBac, as manufactured by Interface. www.interface.com, RR District Standard or approved equal.
C. Adhesive: As recommended by the manufacturer or H.B. Fuller, “the pro”. Floor covering adhesive 722 or approved equal.
D. Flame Spread and Smoke Density: Carpet shall have flame spread and smoke density ratings of 25 or less.

PART 3 - EXECUTION

3.1 INSTALLATION
A. Carpet and backing shall be adhered to concrete floors with adhesive according to manufacturer’s recommendations.
B. General Requirements:
   1. Floor construction and surfaces to receive carpeting shall be inspected by the sub-contractor, and he shall promptly notify the General Contractor of any and all defects in the floor that may affect this work so they may be corrected before start of this work. Proceeding with this work shall be deemed an acceptance by the subcontractor of the
pertinent floor areas and he shall be held responsible thereafter for installation of this work.

2. The subcontractor shall be held responsible for the accuracy of measurement and fit of this work.

3. The work specified herein shall be done by skilled workmen fully experienced in this type of work.

4. Floor areas to receive carpet shall be smooth, broom clean, and dry prior to installation of carpeting.

5. Liability: The Contractor is responsible for carrying his own insurance for damage, loss or theft of materials prior to installation. Before installation, the work of the other trades must be examined and all defects reported in writing to the Architect. Commencement of installation shall be construed as acceptance of such work performed by others. Any damage to the carpeting by other trades after installation and prior to acceptance shall be reported immediately.

6. Carpet shall be installed in accordance with the manufacturer’s recommended procedure, wall to wall, using continuous lengths and as broad widths as possible to minimize the placement of seams in traffic areas. Cut edges shall be true and appropriately treated to form invisible and nonraveling joints where exposed. All seams must be of equal heights. Carpet shall not be stretched and must be installed without tension. Carpet manufacturer approved waterproof seam cement shall be used at all edges and seams of carpet. All seams shall be cleaned of any excess adhesive.

7. Finished Installation: All carpet shall be cut straight and abut firmly against all perimeter walls. All air bubbles shall be pressed out and surface shall be smooth and clean prior to acceptance by the Architect. All debris and waste materials shall be removed by the carpet contractor to receptacles provided by the General Contractor. Unsatisfactory installation or soiled carpet resulting from work performed not in accordance with this specification and standard industry practice shall be the responsibility of the carpet contractor and will result in the removal and relaying of the carpet at his expense.

3.2 GUARANTEE:

The general contractor must submit a written one-year guarantee stating that conditions which appear due to faulty installation, such as separating seams, will be promptly corrected.

---END OF SECTON---
PART 1 - GENERAL

1.1 WORK INCLUDED: The type of material to be used and the number of coats to be applied are listed in the “Painting Schedule” in this Section of these Specifications. See also the Finish Schedule on the Drawings for location of paints and other related requirements.

1.2 RELATED WORK DESCRIBED ELSEWHERE:

   A. Prefinishing: Shop priming and factory prefinished are required on some, but not all, of the items described in other Sections of these Specifications.

   B. Caulking: Basic requirements for caulking are described in Section 07920.

1.3 DEFINITIONS: The true “Paint” as used herein, includes enamels, paints, sealers, fillers, emulsions. And other coatings whether used as prime, intermediate, or finish coats.

1.4 QUALIFICATIONS OF PAINTERS: Use only qualified journeyman painters for the mixing and application of paint on exposed surfaces; in the acceptance or rejection of installed paint, no allowance will be made for lack of skill on the part of painters.

1.5 CODES AND STANDARDS: In addition to complying with all pertinent codes and regulations, comply with “Standard (Type I)” as defined by the Painting and Decorating Contractors of America in their “Modern Guide to Paint Specifications”.

1.6 MATERIALS LIST:

   A. Submit a complete list of all materials proposed to be furnished and installed under this portion of the Work.

   B. This shall in no way be construed as permitting substitution of materials for those specified or approved for the Work by the Architect.

1.7 MANUFACTURER’S RECOMMENDATIONS: Submit for the Architect’s review the current recommended method of application published by the manufacturer of the proposed material.

1.8 DELIVERY: Deliver all paint materials to the job site, and store only in a suitable and designated area restricted to the storage of paint materials and related equipment.
1.9 PROTECTION:

A. Store only the approved materials at the job site, and store only in a suitable and designated area restricted to the storage of paint materials and related equipment.

B. Use all means necessary to protect paint materials before, during, and after application and to protect the installed work and materials of all other trades.

1.10 REPLACEMENTS: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect and at no additional cost to the Owner.

PART 2 – PRODUCTS:

2.1 MANUFACTURER:

A. All paint materials selected for coating systems for each type of surface shall be the product of a single manufacturer.

B. Paint materials listed herein, unless otherwise designated in the “Painting Schedule”, are the products of Kwal Paint Co., and require no further approval as to manufacturer’s catalog number.

C. Equivalent products of Pittsburgh Paint Company, Hanley Paint Co., Benjamin Moore, Glidden Company, Pratt & Lambert Company, may be used subject to approval by the Architect of a materials list which shall be submitted for such purpose.

2.2 COMPATIBILITY:

A. All paint materials and equipment shall be compatible in use: finish costs shall be compatible with prime coats; prime coats shall be compatible with the surface to be coated; all tools and equipment shall be compatible with the coating to be applied.

B. Thinners, when used, shall be only thinners recommended for that purpose by the manufacturer of the material to be thinned.

PART 3 – EXECUTION:

3.1 INSPECTION:

A. Prior to all work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
B. Verify that paint finished may be applied in strict accordance with all pertinent codes and regulations and the requirements of these Specifications

C. Notify General Contractor to correct all surfaces which are not in proper condition to receive this Work. The beginning of painting constitutes that the surface is in an acceptable condition and any necessary corrections will be at the expense of the painter.

3.2 DISCREPANCIES:

A. In the event of discrepancy, immediately notify the Architect.

B. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

3.3 PREPARATION OF SURFACES, GENERAL:

A. Protection: Prior to all surface preparations and paint operations, completely, mask, remove, or otherwise adequately protect all hardware, accessories, machines, surfaces, plates, lighting fixtures, and similar items in contact with painted surfaces but not scheduled to receive paint.

B. Priming: Prime all surfaces with the specified primer before finish painting. Spot prime all exposed nails and other metals which are to be painted with emulsions paints, using a primer recommended by the manufacturer of the coating system.

C. Cleaning:

1. Before applying primer, paint or other surface treatment, thoroughly clean all surfaces involved.

2. Schedule all cleaning and painting so that dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.

3.4 PREPARATION OF METAL SURFACES:

A. Galvanized Metal:

1. Clean all surfaces thoroughly with solvent until they are completely free from dirt, oil and grease.

2. Thoroughly treat the cleaned surface with phosphoric acid etch.

3. Remove all excess etching solutions and allow to dry completely before application of paint.

B. Other Metals:
1. Thoroughly clean all surfaces until they are completely free from dirt, oil, and grease.
2. Allow to dry thoroughly before application of paint.

3.5 PAINT APPLICATION:

A. General:
   1. Prepare sample color 2'-0” x 2'-0” areas of paint colors for prior approval by Owner and Architect before proceeding with painting.
   2. Thoroughly clean off all existing flaking and chipping paint with a wire brush prior to painting.
   3. Paint all surfaces, (except glass, aluminum, and similar items), not prefinished and not called out as unfinished.
   4. Paint all grilles and other prefinished items where the factory prefinish is not in accordance with the Painting Schedule and color selection.

B. Drying:
   1. Allow sufficient drying time between coats.
   2. Modify the period as recommended by the material manufacturer to suit adverse weather conditions.
   3. Oil-base and oil-resinous solvent-type paints shall be considered dry for recoating when the paint feels firm, does not deform or feel sticky under moderate pressure of the thumb, and the application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.

C. Environmental Conditions.
   1. Comply with the manufacturer’s recommendations as to environmental conditions under which the coating systems may be applied.
   2. Do not apply paint in areas where dust is being generated.
   3. Spray applications will not be permitted unless on-the-job demonstration verifies spray applications and as approved by the Architect.

D. Moisture Content:
   1. Use a moisture-meter to test surfaces.
   2. Do not apply the initial coating until moisture-meter reading is within limits recommended by the paint materials manufacturer.

E. Defects: Sand and dust between coats to remove all defects visible to the unaided eye from a distance of five feet.

F. Color of Undercoats: Slightly vary the color of succeeding coats.

G. Paint Application, all paint shall have clean, dry, and sieved sand added to the paint mixture for the final exterior coat for a textured finish to match existing.
3.6 **INSPECTION:**

A. **General:** Do not apply additional coats until completed coat has been inspected and approved by the Architect.

B. **Number of Coats:** Only inspected and approved coats of paint will be considered in determining the number of coats applied.

3.7 **DRY MIL THICKNESS:**

A. **General:** Apply all coatings to the dry mil thickness indicated in the “Painting Schedule” below.

B. **Measurement:** Provide and use a “Dry Film Thickness Gage” to prove the dry mil thickness of paint applied.

3.8 **REINSTALLATION OF REMOVED ITEMS:** Following completion of painting in each space, promptly reinstall all items removed for painting, using only workmen skilled in the particular trade.

3.9 **COLORS:** To be selected by Architect. See Drawing’s Finish and Painting Schedule.

3.10 **CLEANING UP:**

A. **General:**

   1. During progress of the Work, do not allow the accumulation of empty containers or other excess items except in areas specifically set aside for that purpose.

   2. Prevent accidental spilling of paint materials and, in event of such spill, immediately remove all spilled material and the waste or other equipment used to clean up the spill, and wash the surfaces to their original undamaged condition, all at no additional cost to the Owner.

B. **Prior to Final Inspection:** Upon completion of this portion of the Work, visually inspect all surfaces and remove all paint and traces of paint from surfaces not scheduled to be painted.

3.11 **SPECIFICATION PAINTING SCHEDULE:** Apply the following finishes to the areas designated, including but not limited to the entire Building wall areas and walkway canopy. Remove all areas of rust on steel support members before painting:

3.12 **Dry Mil Thickness**
1. Interior Walls:

Remove oil and grease by solvent.

1 coat Sherwin Williams Preparation
1 coat Sherwin Williams Primer
2 coats Sherwin Williams Acrylic interior semi gloss latex enamel

Color: See Finish Schedule on Drawings

---END OF SECTION---
PART 1 - GENERAL

1.1 WORK INCLUDED: The type of material to be used and the number of coats to be applied are listed in the “Painting Schedule” in this Section of these Specifications. See also the Finish Schedule on the Drawings for location of paints and other related requirements.

1.2 RELATED WORK DESCRIBED ELSEWHERE:

A. Prefinishing: Shop priming and factory prefinished are required on some, but not all, of the items described in other Sections of these Specifications.

B. Caulking: Basic requirements for caulking are described in Section 07920.

1.3 DEFINITIONS: The true “Paint” as used herein, includes enamels, paints, sealers, fillers, emulsions. And other coatings whether used as prime, intermediate, or finish coats.

1.4 QUALIFICATIONS OF PAINTERS: Use only qualified journeyman painters for the mixing and application of paint on exposed surfaces; in the acceptance or rejection of installed paint, no allowance will be made for lack of skill on the part of painters.

1.5 CODES AND STANDARDS: In addition to complying with all pertinent codes and regulations, comply with “Standard (Type I)” as defined by the Painting and Decorating Contractors of America in their “Modern Guide to Paint Specifications”.

1.6 MATERIALS LIST:

A. Submit a complete list of all materials proposed to be furnished and installed under this portion of the Work.

B. This shall in no way be construed as permitting substitution of materials for those specified or approved for the Work by the Architect.

1.7 MANUFACTURER’S RECOMMENDATIONS: Submit for the Architect’s review the current recommended method of application published by the manufacturer of the proposed material.
1.8 **DELIVERY:** Deliver all paint materials to the job site, and store only in a suitable and designated area restricted to the storage of paint materials and related equipment.

1.9 **PROTECTION:**

A. Store only the approved materials at the job site, and store only in a suitable and designated area restricted to the storage of paint materials and related equipment.

B. Use all means necessary to protect paint materials before, during, and after application and to protect the installed work and materials of all other trades.

1.10 **REPLACEMENTS:** In the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect and at no additional cost to the Owner.

**PART II – PRODUCTS:**

2.1 **MANUFACTURER:**

A. All paint materials selected for coating systems for each type of surface shall be the product of a single manufacturer.

B. Paint materials listed herein, unless otherwise designated in the “Painting Schedule”, are the products of Kwal Paint Co., and require no further approval as to manufacturer’s catalog number.

C. Equivalent products of Pittsburgh Paint Company, Hanley Paint Co., Benjamin Moore, Glidden Company, Pratt & Lambert Company, may be used subject to approval by the Architect of a materials list which shall be submitted for such purpose.

2.2 **COMPATIBILITY:**

A. All paint materials and equipment shall be compatible in use: finish costs shall be compatible with prime coats; prime coats shall be compatible with the surface to be coated; all tools and equipment shall be compatible with the coating to be applied.

B. Thinners, when used, shall be only thinners recommended for that purpose by the manufacturer of the material to be thinned.

**PART III – EXECUTION:**

3.1 **INSPECTION:**
A. Prior to all work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.

B. Verify that paint finished may be applied in strict accordance with all pertinent codes and regulations and the requirements of these Specifications.

C. Notify General Contractor to correct all surfaces which are not in proper condition to receive this Work. The beginning of painting constitutes that the surface is in an acceptable condition and any necessary corrections will be at the expense of the painter.

3.2 DISCREPANCIES:

A. In the event of discrepancy, immediately notify the Architect.

B. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

3.3 PREPARATION OF SURFACES, GENERAL:

A. Protection: Prior to all surface preparations and paint operations, completely, mask, remove, or otherwise adequately protect all hardware, accessories, machines, surfaces, plates, lighting fixtures, and similar items in contact with painted surfaces but not scheduled to receive paint.

B. Priming: Prime all surfaces with the specified primer before finish painting. Spot prime all exposed nails and other metals which are to be painted with emulsions paints, using a primer recommended by the manufacturer of the coating system.

C. Cleaning:

1. Before applying primer, paint or other surface treatment, thoroughly clean all surfaces involved.

2. Schedule all cleaning and painting so that dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.

3.4 PREPARATION OF METAL SURFACES:

A. Galvanized Metal:

1. Clean all surfaces thoroughly with solvent until they are completely free from dirt, oil and grease.

2. Thoroughly treat the cleaned surface with phosphoric acid etch.

3. Remove all excess etching solutions and allow to dry completely before application of paint.
B. Other Metals:
   1. Thoroughly clean all surfaces until they are completely free from dirt, oil, and grease.
   2. Allow to dry thoroughly before application of paint.

3.5 **PAINT APPLICATION:**

A. General:
   1. Prepare sample color 2’-0” x 2’-0” areas of paint colors for prior approval by Owner and Architect before proceeding with painting.
   2. Thoroughly clean off all existing flaking and chipping paint with a wire brush prior to painting.
   3. Paint all surfaces, (except glass, aluminum, and similar items), not prefinished and not called out as unfinished.
   4. Paint all grilles and other prefinished items where the factory prefinish is not in accordance with the Painting Schedule and color selection.

B. Drying:
   1. Allow sufficient drying time between coats.
   2. Modify the period as recommended by the material manufacturer to suit adverse weather conditions.
   3. Oil-base and oil-resinous solvent-type paints shall be considered dry for recoating when the paint feels firm, does not deform or feel sticky under moderate pressure of the thumb, and the application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.

C. Environmental Conditions.
   1. Comply with the manufacturer’s recommendations as to environmental conditions under which the coating systems may be applied.
   2. Do not apply paint in areas where dust is being generated.
   3. Spray applications will not be permitted unless on-the-job demonstration verifies spray applications and as approved by the Architect.

D. Moisture Content:
   1. Use a moisture-meter to test surfaces.
   2. Do not apply the initial coating until moisture-meter reading is within limits recommended by the paint materials manufacturer.

E. Defects: Sand and dust between coats to remove all defects visible to the unaided eye from a distance of five feet.

F. Color of Undercoats: Slightly vary the color of succeeding coats.

G. Paint Application, all paint shall have clean, dry, and sieved sand added to the paint mixture for the final exterior coat for a textured finish to match existing.
3.6 **INSPECTION:**

A. General: Do not apply additional coats until completed coat has been inspected and approved by the Architect.

B. Number of Coats: Only inspected and approved coats of paint will be considered in determining the number of coats applied.

3.7 **DRY MIL THICKNESS:**

A. General: Apply all coatings to the dry mil thickness indicated in the “Painting Schedule” below.

B. Measurement: Provide and use a “Dry Film Thickness Gage” to prove the dry mil thickness of paint applied.

3.8 **REINSTALLATION OF REMOVED ITEMS:** Following completion of painting in each space, promptly reinstall all items removed for painting, using only workmen skilled in the particular trade.

3.9 **COLORS:** To be selected by Architect. See Drawing’s Finish and Painting Schedule.

3.10 **CLEANING UP:**

A. General:

1. During progress of the Work, do not allow the accumulation of empty containers or other excess items except in areas specifically set aside for that purpose.
2. Prevent accidental spilling of paint materials and, in event of such spill, immediately remove all spilled material and the waste or other equipment used to clean up the spill, and wash the surfaces to their original undamaged condition, all at no additional cost to the Owner.

B. Prior to Final Inspection: Upon completion of this portion of the Work, visually inspect all surfaces and remove all paint and traces of paint from surfaces not scheduled to be painted.

3.11 **SPECIFICATION PAINTING SCHEDULE:** Apply the following finishes to the areas designated, including but not limited to the entire Building wall areas and walkway canopy. Remove all areas of rust on steel support members before painting:

3.12
1. **Interior Walls:**

   Remove oil and grease by solvent.
   
   1 coat Sherwin Williams Preparation
   1 coat Sherwin Williams Primer
   2 coats Sherwin Williams Acrylic interior semi gloss latex enamel

   Color: See Finish Schedule on Drawings

---END OF SECTION---
SECTION 210500
COMMON WORK RESULTS FOR FIRE SUPPRESSION

PART 1 GENERAL

1.1 SECTION INCLUDES
A. Pipe, fittings, sleeves, escutcheons, seals, and connections for sprinkler, standpipe and fire hose, and combination sprinkler and standpipe systems.

1.2 RELATED REQUIREMENTS
A. Section 211300 - Fire Suppression Sprinklers: Sprinkler systems design.

1.3 REFERENCE STANDARDS
A. ASME A112.18.1 - Plumbing Supply Fittings; The American Society of Mechanical Engineers.
B. ASME BPVC-IX - Boiler and Pressure Vessel Code, Section IX - Welding, Brazing, and Fusing Qualifications; The American Society of Mechanical Engineers.
C. ASME B16.1 - Gray Iron Pipe Flanges and Flanged Fittings: Classes 25, 125, and 250; The American Society of Mechanical Engineers.
D. ASME B16.4 - Gray Iron Threaded Fittings; The American Society of Mechanical Engineers.
E. ASME B16.5 - Pipe Flanges and Flanged Fittings; The American Society of Mechanical Engineers (ANSI/ASME B16.5).
J. AWWA C606 - Grooved and Shouldered Joints; American Water Works Association (ANSI/AWWA C606).

1.4 SUBMITTALS
B. Shop Drawings: Indicate pipe materials used, jointing methods, supports, floor and wall penetration seals. Indicate installation, layout, weights, mounting and support details, and piping connections.

1.5 QUALITY ASSURANCE
A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.
B. Installer Qualifications: Company specializing in performing work of the type specified this section.
   1. Minimum three years experience.
   2. Approved by manufacturer.
C. Products Requiring Electrical Connection: Listed and classified as suitable for the purpose specified and indicated.

1.6 DELIVERY, STORAGE, AND HANDLING
A. Deliver and store valves in shipping containers, with labeling in place.
B. Provide temporary protective coating on cast iron and steel valves.
C. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.

PART 2 PRODUCTS

2.1 FIRE PROTECTION SYSTEMS
B. Standpipe and Hose Systems: Conform to NFPA 14.
C. Welding Materials and Procedures: Conform to ASME BPVC-IX.

2.2 ABOVE GROUND PIPING
A. Steel Pipe: ASTM A53 Schedule 40, black.
   3. Mechanical Grooved Couplings: Malleable iron housing clamps to engage and lock, "C" shaped elastomeric sealing gasket, steel bolts, nuts, and washers; galvanized for galvanomeric pipe.

2.3 ESCUTCHEONS
A. Material:
   1. Fabricate from nonferrous metal.
   2. Chrome-plated except when 300 series, ASTM A269/A269M stainless steel is provided.
B. Construction:
1. One-piece for mounting on chrome-plated tubing, pipe, and one-piece, split-pattern.
2. Internal spring tension devices or setscrews to maintain a fixed position against a surface.

2.4 PIPE HANGERS AND SUPPORTS
A. Hangers for Pipe Sizes 1/2 to 1-1/2 inch: Malleable iron, adjustable swivel, split ring.
B. Hangers for Pipe Sizes 2 inches and Over: Carbon steel, adjustable, clevis.
C. Wall Support for Pipe Sizes to 3 inches: Cast iron hook.

2.5 MECHANICAL COUPLINGS
A. Rigid Mechanical Couplings for Grooved Joints:
   3. Housing Material: Fabricate of ductile iron conforming to ASTM A536.
   5. Gasket Material: EPDM suitable for operating temperature range from minus 30 degrees F to 230 degrees F.
   6. Bolts and Nuts: Hot dipped galvanized or zinc electroplated steel

PART 3 EXECUTION

3.1 PREPARATION
A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.

3.2 INSTALLATION
A. Install sprinkler system and service main piping, hangers, and supports in accordance with NFPA 13.
B. Install standpipe piping, hangers, and supports in accordance with NFPA 14.
C. Route piping in orderly manner, plumb and parallel to building structure. Maintain gradient.
D. Install piping to conserve building space, to not interfere with use of space and other work.
E. Group piping whenever practical at common elevations.
F. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment.
G. Pipe Hangers and Supports:
   1. Install hangers to provide minimum 1/2 inch space between finished covering and adjacent work.
   2. Place hangers within 12 inches of each horizontal elbow.
   3. Use hangers with 1-1/2 inch minimum vertical adjustment. Design hangers for pipe movement without disengagement of supported pipe.
5. Where several pipes can be installed in parallel and at same elevation, provide multiple or trapeze hangers.

H. Slope piping and arrange systems to drain at low points. Use eccentric reducers to maintain top of pipe level.

I. Prepare pipe, fittings, supports, and accessories for finish painting. Where pipe support members are welded to structural building framing, scrape, brush clean, and apply one coat of zinc rich primer to welding.

J. Do not penetrate building structural members unless indicated.

K. Provide sleeves when penetrating walls and partitions and seal pipe and sleeve penetrations to achieve fire resistance equivalent to fire separation required.
   1. Aboveground Piping:
      a. Pack solid using mineral fiber conforming to ASTM C592.
      b. Fill space with an elastomer caulk to a depth of 0.50 inch where penetrations occur between conditioned and unconditioned spaces.

L. Escutcheons:
   1. Install and firmly attach escutcheons at piping penetrations into finished spaces.
   2. Provide escutcheons on both sides of partitions separating finished areas through which piping passes.
   3. Use chrome plated escutcheons in occupied spaces and to conceal openings in construction.

M. When installing more than one piping system material, ensure system components are compatible and joined to ensure the integrity of the system. Provide necessary joining fittings. Ensure flanges, union, and couplings for servicing are consistently provided.

3.3 CLEANING
   A. Upon completion of work, clean all parts of the installation.
   B. Clean equipment, pipes, valves, and fittings of grease, metal cuttings, and sludge that may have accumulated from the installation and testing of the system.

---END OF SECTION---
SECTION 211300
FIRE SUPPRESSION SPRINKLERS

PART 1 GENERAL

1.1 SECTION INCLUDES
A. Wet-pipe sprinkler system.
B. System design, installation, and certification.

1.2 RELATED REQUIREMENTS
A. Section 210500 - Common Work Results for Fire Suppression: Pipe, fittings, and valves.

1.3 REFERENCE STANDARDS
B. UL (FPED) - Fire Protection Equipment Directory; Underwriters Laboratories Inc.

1.4 SUBMITTALS
A. See Section 220500 - Basic Plumbing Materials and Methods, for submittal procedures.
B. Product Data: Provide data on sprinklers, valves, and specialties, including manufacturers catalog information. Submit performance ratings, rough-in details, weights, support requirements, and piping connections.
C. Shop Drawings:
   1. Submit preliminary layout of finished ceiling areas indicating only sprinkler locations coordinated with ceiling installation.
   2. Indicate hydraulic calculations, detailed pipe layout, hangers and supports, sprinklers, components and accessories. Indicate system controls.
   3. Submit shop drawings to authority having jurisdiction for approval. Submit proof of approval to Architect.
   4. See Section 210500 for additional information and PROJECT ENGINEERING PROCEDURE requirements.
D. Manufacturer's Certificate: Certify that system has been tested and meets or exceeds specified requirements and code requirements.
E. Operation and Maintenance Data: Include components of system, servicing requirements, record drawings, inspection data, replacement part numbers and availability, and location and numbers of service depot.

1.5 QUALITY ASSURANCE
A. Maintain one copy of referenced design and installation standard on site.
B. Conform to UL requirements.
C. Designer Qualifications: per requirements of Section 210500.
D. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.

E. Installer Qualifications: Company specializing in performing the work of this section with minimum 3 years experience approved by manufacturer.

1.6 DELIVERY, STORAGE, AND HANDLING
A. Store products in shipping containers and maintain in place until installation. Provide temporary inlet and outlet caps. Maintain caps in place until installation.

PART 2 PRODUCTS

2.1 MANUFACTURERS
A. Sprinklers, Valves, and Equipment:
   3. Or equal performance.

2.2 SPRINKLER SYSTEM
A. Sprinkler System: Provide coverage for building areas noted.
B. Occupancy: Ordinary hazard, Group 2; comply with NFPA 13.
C. Design System (in accordance with the current edition of) NFPA 13.
D. Interface system with building fire and smoke alarm system.

2.3 SPRINKLERS
A. Suspended Ceiling Type: Recessed pendant type with matching push on escutcheon plate.
   1. Response Type: Quick.
   2. Coverage Type: Standard.
   3. Escutcheon Plate Finish: Enamel, color as selected.
   4. Fusible Link: Glass bulb type temperature rated for specific area hazard.
B. Exposed Area Type: Pendant type.
   1. Response Type: Quick.
   2. Coverage Type: Standard.
   3. Fusible Link: Glass bulb type temperature rated for specific area hazard.
C. Sidewall Type: Recessed horizontal sidewall type with matching push on escutcheon plate.
   1. Response Type: Quick.
   2. Coverage Type: Standard.
   3. Escutcheon Plate Finish: Enamel, color as selected.
   4. Fusible Link: Glass bulb type temperature rated for specific area hazard.
D. Storage Sprinklers: Pendant type with guard.
   1. Response Type: Standard.
   2. Coverage Type: Standard.
   3. Fusible Link: Glass bulb type temperature rated for specific area hazard.
E. Guards: Finish to match sprinkler finish.

PART 3 EXECUTION

3.1 INSTALLATION
   A. Install in accordance with referenced NFPA design and installation standard.
   B. Install equipment in accordance with manufacturer's instructions.
   C. Place pipe runs to minimize obstruction to other work.
   D. Place piping in concealed spaces above finished ceilings.
   E. Apply masking tape or paper cover to ensure concealed sprinklers, cover plates, and
      sprinkler escutcheons do not receive field paint finish. Remove after painting. Replace
      painted sprinklers.
   F. Flush entire piping system of foreign matter.
   G. Install guards on sprinklers where indicated.
   H. Hydrostatically test entire system.
   I. Require test be witnessed by Fire Marshal.

3.2 INTERFACE WITH OTHER PRODUCTS
   A. Ensure required devices are installed and connected as required to fire alarm system.

---END OF SECTION---
PART 1 - GENERAL

1.1 SUMMARY
A. Section Includes:
   1. Mechanical Basic Requirements specifically applicable to Divisions 21, 22, and 23 in addition to the requirements.
   2. Electric motors.
   3. Mechanical Identification.
   4. Sleeves
   5. Altitude rating.

1.2 RELATED SECTIONS
A. Work described in this section is related to other work described in Divisions 21, 22 and 23 and may be related to work in other Divisions concerning structure or appearances. Review and become familiar with work required in other Sections in this Division and with work required in the other Divisions. Coordinate with other subcontractor(s) to assure that all issues arising between related Sections are resolved.

B. Bring to the attention of the Engineer prior to the cutoff date for Addenda, any and all discrepancies in related work. Submission of a bid or proposal indicates that all costs for this work and related work are included in the bid for this work or within the bid or proposal for the related work.

1.3 SYSTEM DESCRIPTION
A. Provide complete and fully operational systems with facilities and services to meet requirements indicated and in accordance with applicable codes and ordinances.

1.4 REGULATORY REQUIREMENTS
A. All mechanical work shall be performed in strict accordance with the New Mexico Building Codes, IBC, UPC, UMC, NFPA, National Gas Code, Model Energy Code, and all applicable provisions of the local authorities having jurisdiction. All materials and labor necessary to comply with rules, regulations, and ordinances shall be provided. Where the drawings and/or specifications indicate material or construction in excess of code requirements or visa-versa, the more stringent application shall govern.

B. Permits necessary for the performance of the work under this contract shall be secured and paid for by the Contractor. Final inspection by the Engineer will not be made, or certificate of final payment issued, until certificates of satisfactory inspection from the inspection authorities are delivered.

1.5 SUBMITTALS
A. Submit all data as a single package, as the Engineer will commence review only when all data has been received.
B. Submittal form to identify project, contractor, sub-contractor, supplier, and pertinent contract document references.

C. Apply Contractor's stamp, signed or initialed, certifying that review, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and contract documents.

D. The Contractor shall determine and verify field measurements and field construction criteria for conformance with drawings and specifications and for conflicts with other items of construction, past or present. He shall coordinate each submittal with the requirements of the work and of the contract documents and notify the Engineer in writing, at the time of the submission, of any and all deviations in the submittals from requirements of the work and contract documents.
   1. No fabrication or work, which requires submittals, shall begin until submittals are returned with the Engineer's approval.

E. Identify variations for contract documents and product or system limitations, which may be detrimental to successful performance of the completed work.

F. Engineer's review does not constitute acceptance or responsibility for accuracy or dimensions, nor shall it relieve the Contractor from meeting any requirements of the work and contract documents, nor shall it constitute approval for any deviation from the contract documents, unless such deviations are specifically stated as such on the submittal and specifically allowed by the Engineer by specific written notification for each such variation. The Engineer's review will not relieve the Contractor from responsibility for errors or omissions in the shop drawings.

G. Revise and resubmit submittals as required. Identify all changes made since previous submittal.

H. The Engineer will review a submittal and, if necessary, a resubmittal of the same item. Subsequent resubmittals shall be accompanied by Contractor's purchase order to Engineer for Engineer's review time and costs at Engineer's standard hourly billing rates. These reviews will be performed at the convenience of the Engineer.

I. Provide eight (8) copies of materials for submittal review. If Contractor intends to utilize electronic submittals, one (1) hard copy must still be delivered to Engineer, hard copy will be dated when received and will be the official copy. Engineer will return submittal electronically.

1.6 SUBSTITUTIONS

A. Prior approval of materials and equipment will not be considered. Contract documents indicate specified equipment and acceptable alternatives. Any other equipment/material proposed must meet or exceed that specified. Equipment/material will be reviewed for compliance during submittal review process per Paragraph 1.5.

B. Engineer will consider requests for substitutions only at submittal review. Clearly identify substitution.

C. Document each request with complete data substantiating compliance of proposed substitution with contract documents.

D. A request for substitution constitutes a representation that the Contractor:
1. Has investigated the proposed product and determined that it meets or exceeds the quality level of the specified product.
2. Will provide the same warranty for the substitution as for the specified product.
3. Will coordinate installation and make changes to other work, which may be required for the work to be complete with no additional cost to Owner.
4. Waives claims for additional costs or time extensions which may, subsequently, become apparent.
5. Will reimburse Owner and Architect/Engineer for review or redesign services associated with re-approval by authorities.

1.7 OPERATIONS AND MAINTENANCE DATA
   A. Submit three (3) sets prior to final inspection, in 8-1/2” x 11” text pages, bound in three (3) D-side ring binders with durable plastic covers. Provide one (1) set of original O&M Materials to Project Commissioning Authority no later than 30 days after submittals are approved. O&M package shall not be bound.
   B. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS" and title of project.
   C. Internally sub-divide the binder contents with permanent page dividers, logically organized with tab titling clearly printed under reinforced, laminated plastic tabs.
   D. Contents:
      1. Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, Sub-contractors, and major equipment suppliers.
      2. Operation and maintenance instructions arranged by system.
      3. Project documents and certificates.

1.8 DELIVERY, STORAGE, AND HANDLING
   A. In accordance with the requirements.

1.9 RECORD AS-BUILT DRAWINGS
   A. Maintain on site one set of record documents exclusively for the purpose of Record As-Built Drawings.
   B. Record into Record Drawings, Project Manual and Product Data, the actual “as-built” Work including all revisions. Include actual location of all work.
   C. Record information concurrent with the construction progress.
   D. Ensure entries are complete and accurate, enabling future references by Owner.
   E. Modify reproducible drawings and two (2) sets of the project manual, delineating recorded as-built conditions of the project or Record Documents compiled from the job records. The Contractor may obtain reproducible drawings from the office of the Architect or Engineer.
   F. Provide electronic (.DWG or .PDF) files of “as-built” conditions. Contractor may obtain electronic drawings from the office of the Architect or Engineer and must modify the electronic record documents. The Contractor shall submit the as-built drawings in electronic format and printed drawings on the medium specified. The Contractor may request Engineer to complete modifications to drawings. Such request must be accompanied by Contractor’s purchase order to Engineer for drafting services.
G. Completion of Record As-Built Drawings is a condition of final inspection and consideration of final payment.

1.10 CLOSEOUT PROCEDURES
   A. See Division 1 for additional closeout procedures.
   B. See Paragraph 3.7 for Substantial Completion and Final Inspection Requirements.

1.11 FINAL INSPECTIONS
   A. One final inspection for completion of project will be performed by the Engineer. Any and all additional inspections requested by the Contractor or required because of Contractor's failure to complete scope of work, shall be paid for by the Contractor. Costs for additional inspections shall be assessed at the Engineer's hourly rates.

PART 2 - PRODUCTS

2.1 ELECTRIC MOTORS
   A. Motors shall be of sufficient size for the duty to be performed and shall not exceed their full-rated load when the driven equipment is operating at specified capacity under the most severe conditions likely to be encountered.
   B. Each motor shall be of the horsepower specified and suitable for operation at the elevation of the job site as scheduled on the drawings.
   C. Motors shall conform to NEMA standards, applicable to IEEE Standards and ASA C50 Standards, and shall be suitable for direct coupling mounting or V-belt mounting in accordance with the drawings.
   D. Motors controlled by variable frequency drives/adjustable frequency drives, “VFD/AFD”, shall be rated for use on “VFD/AFD” controllers.

2.2 MECHANICAL IDENTIFICATION
   A. Equipment Nameplates: Laminated three-layer plastic with engraved black letters on light background color.
   B. Valve Tags: Laminated three-layer plastic with engraved black letters on light background color, minimum 1-1/2 inches diameter.
   C. Piping:
      2. Minimum information indicating flow direction arrow and identification of fluid being conveyed.
      3. Plastic Pipe Markers: Factory fabricated, flexible, semi-rigid plastic, preformed to fit around pipe or pipe covering. Larger sizes may have maximum sheet size with spring fastener.
      5. Plastic Underground Pipe Markers: Bright colored continuously printed plastic ribbon tape, minimum 6 inches wide by 4 mil thick, manufactured for direct burial service.
2.3 SLEEVES
A. Sleeves for round ductwork: galvanized steel.
B. Sleeves for rectangular ductwork: galvanized steel or wood.
C. Sealant: acrylic

2.4 ALTITUDE RATINGS
A. Unless otherwise noted, all specified equipment capacities, air quantities, etc., are for the altitude of the job site, as scheduled on the drawings, and adjustments to manufacturer's ratings must be made accordingly.

PART 3 - EXECUTION

3.1 INSTALLATION - IDENTIFICATION
A. Install materials in accordance with manufacturer's instructions.
B. Install plastic nameplates with adhesive.

3.2 INSTALLATION - CONDENSATE AND OVERFLOW DRAINS
A. Install condensate and overflow drain piping from all mechanical equipment drain points. Extend and terminate per UPC/UMC.

3.3 EXISTING SERVICES
A. The Contractor shall carefully examine the drawings and specifications, visit the site of the work, be fully informed as to all existing conditions, dimensions, and limitations before starting work.
B. If existing active or non-active services, which are not shown on plans, are encountered which require relocation or disconnection, the Contractor shall notify the Engineer for a decision on proper handling of these services. The Contractor shall not proceed with the work until so authorized.

3.4 ELECTRICAL WIRING AND CONTROL EQUIPMENT
A. The mechanical contractor must coordinate with the electrical contractor on the division of responsibility pertaining to the purchase and installation of electrical control components. Any changes or additions required due to the specific nature of equipment furnished shall be the complete responsibility of the Contractor furnishing the equipment.
B. The mechanical contractor must coordinate with the electrical contractor to ensure that all required components of control work are included and fully understood. No additional costs shall accrue to the Owner as a result of lack of such coordination.

3.5 SUBSTANTIAL COMPLETION AND FINAL INSPECTION REQUIREMENTS
A. Before substantial completion can be granted, the following items must be completed and submitted to the Owner/Engineer:
B. Prior to the final inspection or consideration of final payment, the Contractor shall:
   1. Provide copies of permits, operating permits, and/or inspection certificates.
2. Provide a check-out report.

C. Provide operating and maintenance manual(s).
   1. Provide record as-built drawings.
   2. Return keys to the Owner.
   3. Deliver all spare parts.
   4. Touch up any damaged finishes.
   5. Provide a copy of attendance roster for equipment training sessions.
   6. Provide all warrantee certificates and documentation.

END OF SECTION
SECTION 230501
MECHANICAL DEMOLITION FOR REMODELING

PART 1 - GENERAL

1.1 SUMMARY
A. Section includes mechanical and plumbing demolition.

1.2 RELATED SECTIONS
A. Work described in this section is related to other work described in Divisions 21, 22, 23, 25, and 26 may be related to work in other Divisions concerning structure or appearances. Review and become familiar with work required in other Sections in this Division and with work required in the other Divisions. Coordinate with other subcontractor(s) to assure that all issues arising between related Sections are resolved.
B. Bring to the attention of the Engineer prior to the cutoff date for Addenda any and all discrepancies in related work. Submission of a bid or proposal indicates that all costs for this work and related work are included in the bid for this work or within the bid or proposal for the related work.

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT
A. Materials and equipment for patching and extending work: As specified in individual Sections.

PART 3 - EXECUTION

3.1 EXAMINATION
A. Verify that field measurements and routing arrangements are as shown on Drawings.
B. Verify that abandoned piping, ductwork, and equipment serve only abandoned facilities. If abandoned piping serves systems which will remain active at completion of work, install valve on gas and water and cap other piping for future reactivation.
C. Existing project conditions indicated on Drawings are based on casual field observation and existing record documents. Report discrepancies to Architect/Engineer before disturbing existing installation.
D. Beginning of demolition means installer accepts existing conditions.

3.2 PREPARATION
A. Disconnect plumbing and mechanical systems in walls, floors, and ceilings scheduled for removal.
3.3 DEMOLITION AND EXTENSION OF EXISTING PLUMBING AND MECHANICAL WORK

A. Demolish and extend existing plumbing and mechanical work under provisions of this Division and related Divisions.

B. Piping includes all piping at the facility, including but not limited to gas, fuel oil, domestic water, recirculating water, heating/chilled water, condensate, steam/condensate, compressed air, vacuum, medical gases, waste, vent, rainwater, and stormwater

C. Remove, relocate, and extend existing installations to accommodate new construction.

D. Remove abandoned piping and ductwork to source of supply or as indicated. Cap ductwork at boundary of demolition work. Provide and install valves for gas, fuel oil, domestic water, recirculating water, heating/chilled water, condensate, steam/condensate, compressed air, vacuum, and medical gases. Cap waste, vent, rainwater, and stormwater

E. Remove exposed abandoned piping and ductwork, including abandoned piping and ductwork above accessible ceiling finishes. Cut piping and ductwork flush with walls and floors, and patch surfaces.

F. Remove abandoned plumbing fixtures, equipment, and HVAC equipment when connecting piping is abandoned and removed. Patch and repair finish, matching finish of adjacent surface.

G. Remove abandoned grilles and diffusers when connecting ductwork is abandoned and removed. Patch and repair finish, matching finish of adjacent surface.

H. Maintain access to existing piping, ductwork and equipment remaining active and requiring access. Modify installation or install access panel.

I. Extend existing piping and ductwork using materials and methods compatible with existing installations, or as specified.

J. Clean and repair existing ductwork, piping and equipment to remain or to be reinstalled.

K. Repair adjacent construction and finishes damaged during demolition and extension work.

L. Controls: Remove exposed abandoned controls and wiring or tubing, including abandoned wiring or tubing above accessible ceiling finishes. Cut flush with walls and floors, and patch surfaces.
   1. Disconnect and remove abandoned control devices.
   2. Maintain continuity and access to existing devices and other installations remaining active and requiring access. Modify installation or provide access panel.
   3. Extend existing control installations using materials and methods compatible with existing installations, or as specified.

3.4 CLEANING AND REPAIR

A. Clean and repair existing materials and equipment which remain or are to be reused.

---END OF SECTION---
SECTION 230593
TESTING, ADJUSTING, AND BALANCING FOR HVAC

PART 1 - GENERAL
1.1 SECTION INCLUDES
   A. Testing, adjustment, and balancing of air systems.

1.2 REFERENCE STANDARDS
   A. SMACNA (TAB) - HVAC Systems Testing, Adjusting, and Balancing; Sheet Metal
      and Air Conditioning Contractors' National Association.

1.3 SUBMITTALS
   A. Final Report: Indicate deficiencies in systems that would prevent proper testing,
      adjusting, and balancing of systems and equipment to achieve specified performance.
      1. Revise TAB plan to reflect actual procedures and submit as part of final report.
      2. Submit draft copies of report for review prior to final acceptance of Project.
         Provide final copies for Architect and for inclusion in operating and maintenance
         manuals.
      3. Provide reports in soft cover, letter size, 3-ring binder manuals, complete with
         index page and indexing tabs, with cover identification at front and side. Include
         set of reduced drawings with air outlets and equipment identified to correspond
         with data sheets, and indicating thermostat locations.
      4. Include actual instrument list, with manufacturer name, serial number, and date of
         calibration.
      5. Form of Test Reports: Where the TAB standard being followed recommends a
         report format use that; otherwise, follow ASHRAE Std 111.
      6. Units of Measure: Report data in I-P (inch-pound) units only.
      7. Include the following on the title page of each report:
         a. Name of Testing, Adjusting, and Balancing Agency.
         b. Address of Testing, Adjusting, and Balancing Agency.
         c. Project name.
         d. Project location.
         e. Project Architect.
         f. Project Engineer.
         g. Project Contractor.
         h. Project altitude.
         i. Report date.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION
3.1 GENERAL REQUIREMENTS
   A. Perform total system balance in accordance with one of the following:
      1. AABC MN-1, AABC National Standards for Total System Balance.
      2. ASHRAE Std 111, Practices for Measurement, Testing, Adjusting and Balancing
4. SMACNA (TAB).

B. Begin work after completion of systems to be tested, adjusted, or balanced and complete work prior to Substantial Completion of the project.

C. TAB Agency Qualifications:
   1. Company specializing in the testing, adjusting, and balancing of systems specified in this section.
   2. Having minimum of three years documented experience.
   3. Certified by one of the following:

D. TAB Supervisor and Technician Qualifications: Certified by same organization as TAB agency.

3.2 EXAMINATION
A. Verify that systems are complete and operable before commencing work. Ensure the following conditions:
   1. Systems are started and operating in a safe and normal condition.
   2. Temperature control systems are installed complete and operable.
   3. Proper thermal overload protection is in place for electrical equipment.
   4. Final filters are clean and in place. If required, install temporary media in addition to final filters.
   5. Duct systems are clean of debris.
   6. Fans are rotating correctly.
   7. Fire and volume dampers are in place and open.
   8. Air coil fins are cleaned and combed.
   9. Access doors are closed and duct end caps are in place.
  10. Air outlets are installed and connected.
  11. Duct system leakage is minimized.

B. Submit field reports. Report defects and deficiencies that will or could prevent proper system balance.

C. Beginning of work means acceptance of existing conditions.

3.3 PREPARATION
A. Provide additional balancing devices as required.

3.4 ADJUSTMENT TOLERANCES
A. Air Handling Systems: Adjust to within plus or minus 5 percent of design for supply systems and plus or minus 10 percent of design for return and exhaust systems.
B. Air Outlets and Inlets: Adjust total to within plus 10 percent and minus 5 percent of design to space. Adjust outlets and inlets in space to within plus or minus 10 percent of design.

3.5 RECORDING AND ADJUSTING
A. Ensure recorded data represents actual measured or observed conditions.
B. Permanently mark settings of valves, dampers, and other adjustment devices allowing settings to be restored. Set and lock memory stops.
C. After adjustment, take measurements to verify balance has not been disrupted or that such disruption has been rectified.
D. Leave systems in proper working order, replacing belt guards, closing access doors, closing doors to electrical switch boxes, and restoring thermostats to specified settings.

3.6 AIR SYSTEM PROCEDURE
A. Adjust air handling and distribution systems to provide required or design supply, return, and exhaust air quantities at site altitude.
B. Measure air quantities at air inlets and outlets.
C. Adjust distribution system to obtain uniform space temperatures free from objectionable drafts and noise.
D. Use volume control devices to regulate air quantities only to extend that adjustments do not create objectionable air motion or sound levels. Effect volume control by duct internal devices such as dampers and splitters.
E. Vary total system air quantities by adjustment of fan speeds. Provide drive changes required. Vary branch air quantities by damper regulation.
F. Adjust outside air automatic dampers, outside air, return air, and exhaust dampers for design conditions.
G. Where modulating dampers are provided, take measurements and balance at extreme conditions.

3.7 SCOPE
A. Test, adjust, and balance the following:
   1. Packaged Roof Top Heating/Cooling Units
   2. Fans
   3. Air Inlets and Outlets

3.8 MINIMUM DATA TO BE REPORTED
A. Electric Motors:
   1. Phase, voltage, amperage; nameplate, actual, no load
B. Combustion Equipment:
   1. Heat input
   2. Heat output
C. Air Moving Equipment:
   1. Location
   2. Manufacturer
   3. Model number
4. Air flow, specified and actual
5. Return air flow, specified and actual
6. Outside air flow, specified and actual
7. Total static pressure (total external), specified and actual

D. Exhaust Fans:
1. Location
2. Manufacturer
3. Model number
4. Air flow, specified and actual
5. Total static pressure (total external), specified and actual
6. Fan RPM

E. Air Distribution Tests:
1. Room number/location
2. Terminal type
3. Terminal size
4. Design velocity
5. Design air flow
6. Test (final) velocity
7. Test (final) air flow
8. Percent of design air flow

---END OF SECTION---
SECTION 230713
DUCT INSULATION

PART 1 - GENERAL

1.1 SECTION INCLUDES
A. Duct insulation.
B. Duct Liner.
C. Insulation jackets.

1.2 RELATED REQUIREMENTS
A. Section 230500 - Basic Mechanical Materials and Methods.
B. Section 233100 - HVAC Ducts and Casings: Glass fiber ducts.

1.3 REFERENCE STANDARDS
H. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials; Underwriters Laboratories Inc..

1.4 SUBMITTALS
A. See Section 230500 - Basic Mechanical Materials and Methods, for submittal procedures.
B. Product Data: Provide product description, thermal characteristics, list of materials and thickness for each service, and locations.
C. Maintain one copy of each document on site.

1.5 QUALITY ASSURANCE
A. Manufacturer Qualifications: Company specializing in manufacturing products of the type specified in this section with not less than three years of documented experience.
B. Applicator Qualifications: Company specializing in performing the type of work specified in this section, with minimum 3 years of experience and approved by manufacturer.

1.6 DELIVERY, STORAGE, AND HANDLING
A. Accept materials on site in original factory packaging, labelled with manufacturer's identification, including product density and thickness.
B. Protect insulation from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original wrapping.

1.7 FIELD CONDITIONS
A. Maintain ambient temperatures and conditions required by manufacturers of adhesives, mastics, and insulation cements.
B. Maintain temperature during and after installation for minimum period of 24 hours.

PART 2 - PRODUCTS

2.1 REQUIREMENTS FOR ALL PRODUCTS OF THIS SECTION
A. Surface Burning Characteristics: Flame spread/Smoke developed index of 25/50, maximum, when tested in accordance with ASTM E84, NFPA 255, or UL 723.

2.02 INSULATION SYSTEM DESCRIPTIONS
A. The thickness schedules and the following descriptions specify the type of insulation, accessories, etc., and the thicknesses of insulation and the method of installation to be employed for each insulation system.
B. Ductwork, indoor:
   1. Ductwork: By others, round or rectangular.
   2. Blanket insulation: Glass fiber, K factor 0.24 @ 40 degrees F. with factory-applied vapor barrier jacket.
   3. Securement: Factory lap, sealed with adhesive and/or staples.
   4. Mechanical fasteners: Use on underside to support insulation whenever duct width exceeds 24 inches. Install no closer than 3 inches from the joints.
   5. Vapor barrier tape: Install over all tears and penetrations of the vapor barrier.

2.3 GLASS FIBER, FLEXIBLE
A. Insulation: ASTM C553; flexible, noncombustible blanket.
   1. 'K' value: 0.36 at 75 degrees F, when tested in accordance with ASTM C518.
   2. Maximum Service Temperature: 1200 degrees F.
   3. Maximum Water Vapor Sorption: 5.0 percent by weight.
B. Vapor Barrier Jacket:
   1. Kraft paper with glass fiber yarn and bonded to aluminized film.
   2. Moisture Vapor Permeability: 0.02 perm inch, when tested in accordance with ASTM E96/E96M.
   3. Secure with pressure sensitive tape.
C. Vapor Barrier Tape:
1. Kraft paper reinforced with glass fiber yarn and bonded to aluminized film, with pressure sensitive rubber based adhesive.

D. Tie Wire: Annealed steel, 16 gage, 0.0508 inch diameter.

2.4 JACKETS
A. Canvas Jacket: UL listed 6 oz/sq yd plain weave cotton fabric treated with dilute fire retardant lagging adhesive.
   1. Lagging Adhesive:
      a. Compatible with insulation.
   1. Thickness: 0.016 inch sheet.
   2. Finish: Smooth.
   4. Fittings: 0.016 inch thick die shaped fitting covers with factory attached protective liner.
   5. Metal Jacket Bands: 3/8 inch wide; 0.015 inch thick aluminum.

2.5 DUCT LINER: NOT ALLOWED.

PART 3 - EXECUTION

3.1 EXAMINATION
A. Verify that ducts have been tested before applying insulation materials.
B. Verify that surfaces are clean, foreign material removed, and dry.

3.2 INSTALLATION
A. Install in accordance with manufacturer's instructions.
B. Install in accordance with NAIMA National Insulation Standards.
C. Insulated ducts conveying air below ambient temperature:
   1. Provide insulation with vapor barrier jackets.
   2. Finish with tape and vapor barrier jacket.
   3. Continue insulation through walls, sleeves, hangers, and other duct penetrations.
   4. Insulate entire system including fittings, joints, flanges, fire dampers, flexible connections, and expansion joints.
D. Insulated ducts conveying air above ambient temperature:
   1. Provide with or without standard vapor barrier jacket.
   2. Insulate fittings and joints. Where service access is required, bevel and seal ends of insulation.
E. Ducts Exposed in Mechanical Equipment Rooms or Finished Spaces (below 10 feet above finished floor): Finish with aluminum jacket.
F. External Duct Insulation Application:
   1. Secure insulation with vapor barrier with wires and seal jacket joints with vapor barrier adhesive or tape to match jacket.
   2. Secure insulation without vapor barrier with staples, tape, or wires.
3. Install without sag on underside of duct. Use adhesive or mechanical fasteners where necessary to prevent sagging. Lift duct off trapeze hangers and insert spacers.
4. Seal vapor barrier penetrations by mechanical fasteners with vapor barrier adhesive.
5. Stop and point insulation around access doors and damper operators to allow operation without disturbing wrapping.

3.3 SCHEDULES
A. Supply Ducts:
   1. Flexible Glass Fiber Duct Insulation: 1-1/2 inches thick.
B. Return Ducts in Unconditioned Spaces:
   1. Flexible Glass Fiber Duct Insulation: 2 inches thick.

---END OF SECTION---
SECTION 233100
HVAC DUCTS AND CASINGS

PART 1 - GENERAL

1.1 SECTION INCLUDES
A. Metal ductwork.
B. Casing and plenums.
C. Duct cleaning.

1.2 RELATED REQUIREMENTS
A. Section 230713 - Duct Insulation: External insulation and duct liner.
B. Section 233700 - Air Outlets and Inlets.

1.3 REFERENCE STANDARDS
B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
E. ICC-ES AC106 - Acceptance Criteria for Predrilled Fasteners (Screw Anchors) in Masonry Elements.
H. SMACNA (DCS) - HVAC Duct Construction Standards; Sheet Metal and Air Conditioning Contractors' National Association.

1.4 SUBMITTALS
A. Product Data: Provide data for duct materials.
B. Shop Drawings: Indicate duct fittings, particulars such as gages, sizes, welds, and configuration prior to start of work for all systems.

1.5 QUALITY ASSURANCE
A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience, and approved by manufacturer.

1.6 FIELD CONDITIONS
A. Do not install duct sealants when temperatures are less than those recommended by sealant manufacturers.
PART 2 PRODUCTS

2.1 DUCT ASSEMBLIES
   A. Regulatory Requirements: Construct ductwork to NFPA 90A standards.
   B. Ducts: Galvanized steel, unless otherwise indicated.

2.2 MATERIALS
   A. Galvanized Steel for Ducts: Hot-dipped galvanized steel sheet, ASTM A653/A653M
      FS Type B, with G60/Z180 coating.
   B. Joint Sealers and Sealants: Non-hardening, water resistant, mildew and mold resistant.
      1. Type: Heavy mastic or liquid used alone or with tape, suitable for joint
         configuration and compatible with substrates, and recommended by manufacturer
         for pressure class of ducts.
      2. Surface Burning Characteristics: Flame spread of zero, smoke developed of zero,
         when tested in accordance with ASTM E84.
   C. Hanger Rod: ASTM A36/A36M; steel, galvanized; threaded both ends, threaded one
      end, or continuously threaded.
   D. Hanger Fasteners: Attach hangers to structure using appropriate fasteners, as follows:
      3. Concrete Screw Type Anchors: Complying with ICC-ES AC193.

2.3 DUCTWORK FABRICATION
   A. Fabricate and support in accordance with SMACNA (DCS) and as indicated.
   B. Provide duct material, gages, reinforcing, and sealing for operating pressures indicated.
   C. Construct T's, bends, and elbows with radius of not less than 1-1/2 times width of duct
      on centerline. Where not possible and where rectangular elbows must be used, provide
      air foil turning vanes of perforated metal with glass fiber insulation.
   D. Increase duct sizes gradually, not exceeding 15 degrees divergence wherever possible;
      maximum 30 degrees divergence upstream of equipment and 45 degrees convergence
      downstream.
   E. Fabricate continuously welded round and oval duct fittings in accordance with
      SMACNA (DCS).

2.4 MANUFACTURED DUCTWORK AND FITTINGS
   A. Flexible Ducts: Two ply vinyl film supported by helically wound spring steel wire.
      1. Insulation: Fiberglass insulation with polyethylene vapor barrier film.
      2. Pressure Rating: 10 inches WG positive and 1.0 inches WG negative.
      4. Temperature Range: Minus 10 degrees F to 160 degrees F.

2.5 CASINGS
   A. Fabricate casings in accordance with SMACNA (DCS) and construct for operating
      pressures indicated.
B. Reinforce door frames with steel angles tied to horizontal and vertical plenum supporting angles. Install hinged access doors where indicated or required for access to equipment for cleaning and inspection.

PART 3 - EXECUTION

3.1 INSTALLATION
A. Install, support, and seal ducts in accordance with SMACNA (DCS).
B. Install in accordance with manufacturer's instructions.
C. During construction provide temporary closures of metal or taped polyethylene on open ductwork to prevent construction dust from entering ductwork system.
D. Flexible Ducts: Connect to metal ducts with adhesive.
E. Duct sizes indicated are inside clear dimensions. For lined ducts, maintain sizes inside lining.
F. Locate ducts with sufficient space around equipment to allow normal operating and maintenance activities.
G. Use crimp joints with or without bead for joining round duct sizes 8 inch and smaller with crimp in direction of air flow.
H. Connect diffusers or light troffer boots to low pressure ducts directly or with 5 feet maximum length of flexible duct held in place with strap or clamp.

3.2 CLEANING
A. Clean duct system and force air at high velocity through duct to remove accumulated dust. To obtain sufficient air, clean half the system at a time. Protect equipment that could be harmed by excessive dirt with temporary filters, or bypass during cleaning.

---END OF SECTION---
SECTION 23700
AIR OUTLETS AND INLETS

PART 1 - GENERAL

1.1 SECTION INCLUDES
A. Diffusers.
B. Registers/grilles.
C. Goosenecks.

1.2 RELATED REQUIREMENTS
A. Section 230500 - Basic Mechanical Materials and Methods.

1.3 REFERENCE STANDARDS
A. AMCA 500-L - Laboratory Methods of Testing Louvers for Rating; Air Movement and Control Association International, Inc..
B. ASHRAE Std 70 - Method of Testing the Performance of Air Outlets and Inlets; American Society of Heating, Refrigerating and Air Conditioning Engineers, Inc..

1.4 SUBMITTALS
A. See Section 230500 - Basic Mechanical Materials and Methods, for submittal procedures.
B. Product Data: Provide data for equipment required for this project. Review outlets and inlets as to size, finish, and type of mounting prior to submission. Submit schedule of outlets and inlets showing type, size, location, application, and noise level.
C. Project Record Documents: Record actual locations of air outlets and inlets.
D. Maintain one copy of each document on site.

1.5 QUALITY ASSURANCE
A. Test and rate air outlet and inlet performance in accordance with ASHRAE Std 70.
B. Test and rate louver performance in accordance with AMCA 500-L.

1.6 QUALITY ASSURANCE
A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience.
B. Installer Qualifications: Company specializing in performing Work of this section with minimum three years documented experience.

PART 2 - PRODUCTS

2.1 MANUFACTURERS
2.2 RECTANGULAR CEILING DIFFUSERS
A. Type: Provide square, stamped, multi-core diffuser to discharge air in 360 degree and four way pattern with sectorizing baffles where indicated.
B. Connections: Round.
C. Frame: Provide surface mount and inverted T-bar type. In plaster ceilings, provide plaster frame and ceiling frame.
D. Fabrication: Aluminum with baked enamel finish.
E. Color: As selected by Architect from manufacturer's standard range.
F. Accessories: Provide radial opposed blade and butterfly volume control damper; removable core and sectorizing baffle with damper adjustable from diffuser face.

2.3 CEILING EGG CRATE EXHAUST AND RETURN GRILLES
A. Type: Egg crate style face consisting of 1/2 x 1/2 x 1/2 inch grid core.
B. Fabrication: Grid core consists of aluminum with mill aluminum finish.
C. Color: To be selected by Architect from manufacturer's standard range.
D. Frame: 1-1/4 inch margin with countersunk screw mounting.
E. Frame: Channel lay-in frame for suspended grid ceilings.
F. Accessories: Provide plaster frame

PART 3 - EXECUTION

3.1 INSTALLATION
A. Install in accordance with manufacturer's instructions.
B. Check location of outlets and inlets and make necessary adjustments in position to conform with architectural features, symmetry, and lighting arrangement.
C. Install diffusers to ductwork with air tight connection.
D. Provide balancing dampers on duct take-off to diffusers, and grilles and registers, despite whether dampers are specified as part of the diffuser, or grille and register assembly.
E. Paint ductwork visible behind air outlets and inlets matte black. Refer to Section 099123.

---END OF SECTION---
PART 1 - GENERAL

1.1 SUMMARY

A. Section includes
1. Electrical Basic Requirements specifically applicable to Division 26 in addition to the requirements of the General Conditions of the Contract.
2. Bonding methods and materials
3. Conduit and equipment supports
4. Anchors and fasteners
5. Nameplates and wire markers.

1.2 RELATED SECTIONS

A. Work described in this section is related to other work described in Divisions 21, 22, 23 and 26 and may be related to work in other Divisions concerning structure or appearances. Review and become familiar with work required in other Sections in this Division and with work required in the other Divisions. Coordinate with other subcontractor(s) to assure that all issues arising between related Sections are resolved.

B. Bring to the attention of the Engineer prior to the cutoff date for Addenda any and all discrepancies in related work. Submission of a bid or proposal indicates that all costs for this work and related work are included in the bid for this work or within the bid or proposal for the related work.

1.3 SYSTEM DESCRIPTION

A. Select materials, sizes, and types of anchors, fasteners, and supports to carry loads of equipment and raceway, including weight of wire and cable in raceway. Anchor and fasten electrical products to building elements and finishes as follows:
   1. Concrete Structural Elements: Expansion anchors and preset inserts.
   2. Steel Structural Elements: Beam clamps, spring steel clips, steel ramset fasteners, and welded fasteners.
   3. Concrete Surfaces: Self-drilling anchors and expansion anchors.
   5. Solid Masonry Walls: Expansion anchors and preset inserts.

B. Identify Electrical components as follows:
   1. Nameplate for each electrical distribution and control equipment enclosure.
   2. Wire marker for each conductor at panelboard gutters, pull boxes, and outlet and junction boxes.

1.4 REGULATORY REQUIREMENTS

A. All electrical work shall be performed in strict accordance with the New Mexico Building codes, IBC, ANSI, NEC, NFPA, Model Energy Code, and all applicable provisions of the local authorities having jurisdiction. All materials and labor necessary
to comply with rules, regulations, and ordinances shall be provided. Where the drawings and/or specifications indicate material or construction in excess of code requirements or visa-versa, the more stringent application shall govern.

B. Permits necessary for the performance of the work under this contract shall be secured and paid for by the Contractor. Final inspection by the Engineer will not be made, or certificate of final payment issued, until certificates of satisfactory inspection from the inspection authorities are delivered.

1.5 SUBMITTALS
A. Submit all data as a single package, as the Engineer will commence review only when all data has been received.
B. Submittal form to identify project, contractor, sub-contractor, supplier, and pertinent contract document references.
C. Apply Contractor's stamp, signed or initialed, certifying that review, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and contract documents.
D. The Contractor shall determine and verify field measurements and field construction criteria for conformance with drawings and specifications and for conflicts with other items of construction, past or present. He shall coordinate each submittal with the requirements of the work and of the contract documents and notify the Engineer in writing, at the time of the submission, of any and all deviations in the submittals from requirements of the work and contract documents.
   1. No fabrication or work, which requires submittals, shall begin until submittals are returned with the Engineer's approval.
E. Identify variations for contract documents and product or system limitations, which may be detrimental to successful performance of the completed work.
F. Engineer's review does not constitute acceptance or responsibility for accuracy or dimensions, nor shall it relieve the Contractor from meeting any requirements of the work and contract documents, nor shall it constitute approval for any deviation from the contract documents, unless such deviations are specifically stated as such on the submittal and specifically allowed by the Engineer by specific written notification for each such variation. The Engineer's review will not relieve the Contractor from responsibility for errors or omissions in the shop drawings.
G. Revise and resubmit submittals as required. Identify all changes made since previous submittal.
H. The Engineer will review a submittal and, if necessary, a resubmittal of the same item. Subsequent resubmittals shall be accompanied by Contractor's purchase order to Engineer for all Engineer's review time and costs at Engineer's standard hourly billing rates. These reviews will be performed at the convenience of the Engineer.

1.6 SUBSTITUTIONS
A. Prior approval of materials and equipment will not be considered. Contract documents indicate specified equipment and acceptable alternatives. Any other equipment/material proposed must meet or exceed that specified. Equipment/material will be reviewed for compliance during submittal review process per Paragraph 1.5.
B. Engineer will consider requests for substitutions only at submittal review. Clearly identify substitution.

C. Document each request with complete data, substantiating compliance of proposed substitution with contract documents.

D. A request for substitution constitutes a representation that the Contractor:
   1. Has investigated the proposed product and determined that it meets or exceeds the quality level of the specified product.
   2. Will provide the same warranty for the substitution as for the specified product.
   3. Will coordinate installation and make changes to other work, which may be required for the work to be complete with no additional cost to Owner.
   4. Waives claims for additional costs or time extension which may, subsequently, become apparent.
   5. Will reimburse Owner and Architect/Engineer for review or redesign services associated with re-approval by authorities.

1.7 PROJECT CONDITIONS
   A. Existing project conditions indicated on Drawings are based on casual field observation.
   B. Verify field measurements and circuiting arrangements are as shown on Drawings.
   C. Verify removal of existing electric work.
   D. Report discrepancies to Architect/Engineer before disturbing existing installation.

1.8 COORDINATION
   A. Obtain and review shop drawings, product data, and manufacturer’s instructions for equipment furnished under other Sections to determine connection locations and requirements.
   B. Sequence rough-in of electrical connections to coordinate with installation and start-up of equipment furnished under other Sections.

1.9 OPERATIONS AND MAINTENANCE MANUALS
   A. Submit three(3) sets prior to final inspection, bound in 8-1/2” x 11” text pages, three (3) D-side ring binders with durable plastic covers.
   B. Prepare binder cover with printed title “OPERATION AND MAINTENANCE INSTRUCTIONS” and title of project.
   C. Internally sub-divide the binder contents with permanent page dividers, logically organized with tab titling clearly printed under reinforced, laminated plastic tabs.
   D. Contents:
      1. Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, Sub-contractors, and major equipment suppliers.
      2. Operation and maintenance instructions arranged by system.
      3. Project documents and certificates.

1.10 RECORD AS-BUILT DRAWINGS
   A. Maintain on site one set of record documents exclusively for the purpose of record as-built drawings.
B. Record into Record Drawings, Project Manual and Product Data, the actual “as-built” Work including all revisions. Include actual location of all work.

C. Record information concurrent with the construction progress.

D. Ensure entries are complete and accurate, enabling future references by Owner.

E. Modify reproducible drawings and two (2) sets of the project manual, delineating recorded as-built conditions of the project or record documents complied from the job records. The Contractor may obtain reproducible drawings from the office of the Architect or Engineer.

F. Provide electronic (.DWG or .PDF) files of “as-built” conditions. Contractor may obtain electronic drawings from the office of the Architect or Engineer and must modify the electronic record documents. The Contractor shall submit the as-built drawings in electronic format and printed drawings on the medium specified. The Contractor may request Engineer to complete modifications to drawings. Such request must be accompanied by Contractor’s purchase order to Engineer for drafting services.

G. Completion of record as-built drawings is a condition of final inspection and consideration of final payment.

1.11 CLOSEOUT PROCEDURES

A. See Paragraph 3.2 for Substantial Completion and Final Inspection Requirements.

1.12 FINAL INSPECTIONS

A. One final inspection for completion of project will be performed by the Engineer. Any and all additional inspections requested by the Contractor or required because of Contractor’s failure to complete scope of work shall be paid for by the Contractor. Costs for additional inspections shall be assessed at the Engineer’s hourly rates.

PART 2 - PRODUCTS

2.1 NAMEPLATES

A. Product Description: Engraved three-layer laminated plastic nameplate, black letters on white background.

B. Letter Size:
   1. 1/8 inch letters for identifying individual equipment and loads.
   2. 1/4 inch letters for identifying grouped equipment and loads.

2.2 WIRE MARKERS

A. Product Description: Cloth tape, split sleeve, or tubing type wire markers with circuit or control wire number permanently stamped or printed.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install products in accordance with manufacturer's instructions.
B. Provide bonding to meet Regulatory Requirements.

C. Make electrical connections to utilization equipment in accordance with equipment manufacturer's instructions.
   1. Verify that wiring and outlet rough-in work is complete and that utilization equipment is ready for electrical connection, wiring, and energization.
   2. Make wiring connections in control panel or in wiring compartment of pre-wired equipment. Provide interconnecting wiring where indicated.
   3. Install and connect disconnect switches, controllers, control stations, and control devices as indicated.
   4. Make conduit connections to equipment, using flexible conduit. Use liquid-tight flexible conduit in damp or wet locations.
   5. Install pre-fabricated cord set where connection with attachment plug is indicated or specified, or use attachment plug with suitable strain-relief clamps.
   6. Provide suitable strain-relief clamps for cord connections to outlet boxes and equipment connection boxes.

D. Install support systems sized and fastened to accommodate weight of equipment and conduit, including wiring, which they carry.
   1. Fasten hanger rods, conduit clamps, and outlet and junction boxes to building structure using expansion anchors.
   2. Use toggle bolts or hollow wall fasteners in hollow masonry, plaster, or gypsum board partitions and walls; expansion anchors or preset inserts in solid masonry walls; self-drilling anchors or expansion anchor on concrete surfaces; sheet metal screws in sheet metal studs; and wood screws in wood construction.
   3. Do not fasten supports to piping, ceiling support wires, ductwork, mechanical equipment, or conduit.
   4. Do not use powder-actuated anchors.
   5. Do not drill structural steel members.
   6. Fabricate supports from structural steel or formed steel members.
   7. Install free-standing electrical equipment on concrete pads.
   8. Install surface-mounted cabinets and panelboards with minimum of four (4) anchors.
   9. Install steel channel supports to stand cabinets 1 inch off wall in wet locations.
  10. Install sheet metal channel to bridge studs above and below cabinets and panelboards recessed in hollow partitions.

E. Identify electrical distribution and control equipment and loads served to meet regulatory requirements.
   1. Degrease and clean surfaces to receive nameplates and tape labels.
   2. Install nameplate parallel to equipment lines. Secure nameplate to equipment front using screws or rivets. Secure nameplate to inside face of recessed panelboard doors in finished locations.

F. Install wire markers on each conductor in panelboard gutters, pull boxes, outlet and junction boxes, and at load connections.
   1. Use branch circuit or feeder number to identify power and lighting circuits.
   2. Use control wire number as indicated on schematic and interconnection diagrams to identify control wiring.
3.02 SUBSTANTIAL COMPLETION AND FINAL INSPECTION REQUIREMENTS

A. Before substantial completion can be granted, the following items must be completed and/or submitted to the Owner/Engineer.
   1. Test, adjust, and calibrate all systems.
   2. Provide typed panel directories installed in each panelboard.
   3. Label all electrical equipment properly.

B. Prior to the final inspection or consideration of final payment, the Contractor shall:
   1. Provide copies of permits and/or inspection certificates.
   2. Provide a check-out report.
   3. Provide Operation and Maintenance Manual(s).
   4. Provide Record As-built Drawings.
   5. Return keys to the Owner.
   6. Deliver all spare parts.
   7. Touch up any damaged finishes.

---END OF SECTION---
PART 1 - GENERAL

1.1 SUMMARY
A. Section includes:
   1. Building wire and cable.
   2. Conduit and tubing
   3. Boxes
   4. Wiring devices
   5. Wiring connectors
   6. Connections.

1.2 RELATED SECTIONS
A. See Section 260500 - Basic Electrical Materials and Methods.

1.3 SYSTEM DESCRIPTION
A. Wiring Products:
   1. Solid conductor for feeders and branch circuits 10 AWG and smaller.
   2. Stranded conductors for control circuits.
   3. Conductor not smaller than 12 AWG for power and lighting circuits.
   4. 10 AWG conductors for 20 ampere, 120 volt branch circuits longer than 100 feet.

B. Wiring Methods:
   4. Wet or Damp Interior Locations: Building wire, Type THW THHN/THWN insulation, in raceway.
   5. Conductor sizes are based on copper unless indicated as aluminum or "AL". When aluminum conductor is substituted for copper conductor, size to match circuit requirements for conductor ampacity and voltage drop.
   6. Raceway and boxes are located as indicated on Drawings, and at other locations where required for splices, taps, wire pulling, equipment connections, and compliance with regulatory requirements.

C. Raceway Products:
   1. Wet and Damp Locations: Use electrical metallic tubing. Use nonmetallic outlet, junction, and pull boxes. Use flush mounting outlet box in finished areas.


1.4 SUBMITTALS
A. Procedures for submittals: See Section 260500.
B. Product Data:
   1. Provide wiring device configurations, ratings, dimensions, and color selections.
   2. Provide service fitting configurations, dimensions, finish, and color selections.

1.5 CLOSEOUT SUBMITTALS
A. Operations and Maintenance Data: Submit manufacturer’s descriptive literature, operating instructions, cleaning procedures, replacements parts list, and maintenance and repair data. Submit recommended maintenance schedule.
B. Project Record Documents: See Section 260500.
C. Accurately record routing of conduits larger than 2 inches.

1.6 QUALITY ASSURANCE
A. Perform work in accordance with NECA Standard of Installation.

1.7 REGULATORY REQUIREMENTS
A. Conform to requirement of NFPA 70.
B. Furnish products listed by Underwriters Laboratories, Inc. or other testing firm acceptable to authority having jurisdiction.

PART 2 - PRODUCTS

2.1 CONDUIT AND FITTINGS
A. Conduit:
   1. Metal conduit and tubing: Galvanized steel.
   2. Flexible conduit: Steel jacket only.
B. Conduit fittings:
   1. Metal fittings and conduit bodies: NEMA FB 1.

2.2 ELECTRICAL BOXES
A. Boxes:
   1. Sheet Metal: NEMA OS 1; Galvanized steel.
B. Hinged Cover Enclosures: NEMA 250; Type 1, steel enclosure with manufacturer's standard enamel finish and continuous hinge cover, held closed by flush latch operable by screwdriver.
C. Large Cast Metal Boxes:
1. Surface-Mounted Type: NEMA 250; Type 4 and Type 6, flat-flanged, surface-mounted junction box, galvanized cast iron or cast aluminum box and cover with ground flange, neoprene gasket, and stainless steel cover screws.

2.3 WALL SWITCHES

A. Single Pole Switch:
   1. Hubbell 1221-I
   2. Pass & Seymour 660 IG
   3. Or equal performance.

B. Three-way Switch:
   1. Hubbell 1223-I
   2. Pass & Seymour 663 IG
   3. Or equal performance.

C. Color: Selected by Owner/Architect.

2.4 RECEPTACLES

A. Duplex Convenience Receptacle:
   1. Hubbell 5362
   2. Pass & Seymour 885-I
   3. Or equal performance.

B. GFCI Receptacle:
   1. Hubbell GF5362
   2. Pass & Seymour 2091-I
   3. Or equal performance.

C. Color: Selected by Owner/Architect.

2.5 WALL PLATES

A. Manufacturers: to match device

B. Cover Plate: Stainless Steel. Finish selection by architect.

C. Jumbo Cover Plate: Smooth stainless steel. Finish selection by architect

D. Weatherproof Cover Plate: Gasketed cast metal Stainless steel plate with hinged threaded and gasketed device cover.

PART 3 - EXECUTION

3.1 EXAMINATION AND PREPARATION

A. Verify that supporting surfaces are ready to receive work.

B. Verify that interior of building is physically protected from weather.

C. Verify that mechanical work, which is likely to injure conductors, has been completed.

D. Completely and thoroughly swab raceway system before installing conductors.

E. Electrical boxes are shown on drawings in approximate locations unless dimensioned.
   1. Obtain verification from Architect and/or Owner of floor box locations, and locations of outlets in offices and work areas prior to rough-in.
3.2 INSTALLATION

A. Route raceway and cable to meet Project conditions.

B. Set wall mounted boxes at elevations to accommodate mounting heights indicated.

C. Adjust box location up to 10 feet prior to rough-in when required to accommodate intended purpose.

D. Arrange conduit to maintain headroom and to present neat appearance.
   1. Route exposed raceway parallel and perpendicular to walls and adjacent piping.
   2. Maintain minimum 6 inch clearance to piping and 12 inch clearance to heat surfaces, such as flues, steam pipes, and heating appliances.
   3. Maintain required fire, acoustic, and vapor barrier rating when penetrating walls, floors, and ceilings.
   4. Route conduit through roof openings for piping and ductwork where possible. Otherwise, route through roof jack with pitch pocket.
   5. Group in parallel runs where practical. Use rack constructed of steel channel. Maintain spacing between raceways or derate circuit ampacities to NFPA 70 requirements.
   6. Use conduit hangers and clamps. Do not fasten with wire or perforated pipe straps.
   7. Use conduit bodies to make sharp changes in direction.
   8. Terminate conduit stubs with insulated bushings.
   9. Use suitable caps to protect installed raceway against entrance of dirt and moisture.
  10. Provide No. 12 AWG insulated conductor or suitable pull string in empty raceways, except sleeves and nipples.
  11. Install expansion joints where raceway crosses building expansion joints.

E. Install electrical boxes as shown on the drawings and as required for splices, taps, wire pulling, equipment connections, and regulatory requirements.
   1. Use hinged cover enclosure for interior pull and junction box larger than 12 inches in any dimension.
   2. Locate and install electrical boxes to allow access. Provide access panels if required.
   3. Locate and install electrical boxes to maintain headroom and to present neat mechanical appearance.
   4. Install pull boxes and junction boxes above accessible ceilings or in unfinished areas.
   5. Provide knockout closures for unused openings.
   6. Align wall-mounted outlet boxes for switches, thermostats, and similar devices.
   7. Coordinate mounting heights and locations of outlets above counters, benches, and backsplashes.
   8. Install lighting outlets to locate luminaries as shown on reflected ceiling plan.

F. Use recessed outlet boxes in finished areas and where indicated.
   1. Secure boxes to interior wall and partition studs, accurately positioning to allow for surface finish thickness.
2. Use stamped steel stud bridges for flush outlets in hollow stud wall and adjustable steel channel fasteners for flush ceiling outlet boxes.
3. Locate boxes in masonry walls to require cutting corner only. Coordinate masonry cutting to achieve neat openings for boxes.
4. Do not install boxes back-to-back in walls; install boxes with minimum 24 inches separation.
5. Do not damage insulation.

G. Neatly train and secure wiring inside boxes, equipment, and panel boards.
H. Use wire-pulling lubricant for pulling 4 AWG and larger wires.
I. Support cables above accessible ceilings to keep them from resting on ceiling tiles.
J. Make splices, taps, and terminations to carry full ampacity of conductors without perceptible temperature rise.

K. Terminate spare conductors with electrical tape.
L. Install wiring devices in accordance with manufacturer's instructions.
   1. Install wall switches 48 inches above floor, "OFF" position down.
   2. Install convenience receptacles 18 inches above floor, 4 inches above counters, backsplash, grounding pole on bottom.
   3. Install specific purpose receptacles at heights shown on drawings.
   4. Install cord and attachment plug caps on equipment. Size cord for connected load and rating of branch circuit overcurrent protection.

M. Install wall plates flush and level.
   1. Install decorative plates on switch, receptacle, and blank outlets in finished areas.
   2. Install galvanized steel plates on outlet boxes and junction boxes in unfinished areas, above accessible ceilings, and on surface-mounted outlets.

---END OF SECTION---
SECTION 260923
LIGHTING CONTROL DEVICES

PART 1 GENERAL

1.1 SECTION INCLUDES
A. Occupancy sensors.

1.2 RELATED REQUIREMENTS
A. Section 260500 - Basic Electrical Materials and Methods.
B. Section 262726 - Wiring Devices: Devices for manual control of lighting, including wall switches.
C. Section 265100 - Interior Lighting.

1.3 REFERENCE STANDARDS
A. NECA 1 - Standard for Good Workmanship in Electrical Construction; National Electrical Contractors Association.
B. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); National Electrical Manufacturers Association.
D. UL 773A - Nonindustrial Photoelectric Switches for Lighting Control.
E. UL 916 - Energy Management Equipment.
F. UL 917 - Clock-Operated Switches.

1.4 ADMINISTRATIVE REQUIREMENTS
A. Coordination:
   1. Coordinate the placement of lighting control devices with millwork, furniture, equipment, etc. installed under other sections or by others.
   2. Coordinate the placement of wall switch occupancy sensors with actual installed door swings.
   3. Coordinate the placement of occupancy sensors with millwork, furniture, equipment or other potential obstructions to motion detection coverage installed under other sections or by others.
   4. Notify Architect of any conflicts or deviations from the contract documents to obtain direction prior to proceeding with work.

1.5 SUBMITTALS
A. Product Data: Include ratings, configurations, standard wiring diagrams, dimensions, colors, service condition requirements, and installed features.
   1. Occupancy Sensors: Include detailed motion detection coverage range diagrams.

1.6 QUALITY ASSURANCE
A. Conform to requirements of NFPA 70.

1.7 DELIVERY, STORAGE, AND PROTECTION
A. Store products in a clean, dry space in original manufacturer's packaging in accordance with manufacturer's written instructions until ready for installation.
1.8 FIELD CONDITIONS
   A. Maintain field conditions within manufacturer's required service conditions during and after installation.

PART 2 PRODUCTS

2.1 LIGHTING CONTROL DEVICES - GENERAL REQUIREMENTS
   A. Provide products listed, classified, and labeled as suitable for the purpose intended.
   B. Unless specifically indicated to be excluded, provide all required conduit, wiring, connectors, hardware, components, accessories, etc. as required for a complete operating system.

2.2 OCCUPANCY SENSORS
   A. Manufacturers:
      1. Hubbell Building Automation, Inc: www.hubbellautomation.com
      4. Or equal performance.
      5. Source Limitations: Furnish products produced by a single manufacturer and obtained from a single supplier.
   B. All Occupancy Sensors:
      1. Description: Factory-assembled commercial specification grade devices for indoor use capable of sensing both major motion, such as walking, and minor motion, such as small desktop level movements, according to published coverage areas, for automatic control of load indicated.
      2. Sensor Technology:
         a. Passive Infrared (PIR) Occupancy Sensors: Designed to detect occupancy by sensing movement of thermal energy between zones.
         b. Passive Infrared/Ultrasonic Dual Technology Occupancy Sensors: Designed to detect occupancy using a combination of both passive infrared and ultrasonic technologies.
      3. Provide LED to visually indicate motion detection.
      4. Operation: Unless otherwise indicated, occupancy sensor to turn load on when occupant presence is detected and to turn load off when no occupant presence is detected during an adjustable turn-off delay time interval.
      5. Turn-Off Delay: Field adjustable, with time delay settings up to 30 minutes.
      7. Compatibility (Non-Dimming Sensors): Suitable for controlling incandescent lighting, low-voltage lighting with electronic and magnetic transformers, fluorescent lighting with electronic and magnetic ballasts, and fractional motor loads, with no minimum load requirements.
   C. Wall Switch Occupancy Sensors:
      1. All Wall Switch Occupancy Sensors:
         a. Description: Occupancy sensors designed for installation in standard wall box at standard wall switch mounting height with a field of view of 180 degrees,
integrated manual control capability, and no leakage current to load in off mode.

b. Unless otherwise indicated or required to control the load indicated on the drawings, provide line voltage units with self-contained relay.

c. Operation: Field selectable to operate either as occupancy sensor (automatic on/off) or as vacancy sensor (manual-on/automatic off).

d. Manual-Off Override Control: When used to turn off load while in automatic-on mode, unit to revert back to automatic mode after no occupant presence is detected during the delayed-off time interval.


D. Ceiling Mounted Occupancy Sensors:
   1. All Ceiling Mounted Occupancy Sensors:
      a. Description: Low profile occupancy sensors designed for ceiling installation.
      b. Unless otherwise indicated or required to control the load indicated on the drawings, provide low voltage units, for use with separate compatible accessory power packs.
      c. Occupancy sensor to be field selectable as either manual-on/automatic-off or automatic on/off.

   2. Passive Infrared (PIR) Ceiling Mounted Occupancy Sensors:
      a. Standard Range Sensors: Capable of detecting motion within an area of 450 square feet at a mounting height of 9 feet, with a field of view of 360 degrees.

   3. Passive Infrared/Ultrasonic Dual Technology Ceiling Mounted Occupancy Sensors:
      a. Standard Range Sensors: Capable of detecting motion within an area of 450 square feet at a mounting height of 9 feet, with a field of view of 360 degrees.

E. Power Packs for Low Voltage Occupancy Sensors:
   1. Description: Plenum rated, self-contained low voltage class 2 transformer and relay compatible with specified low voltage occupancy sensors for switching of line voltage loads.
   2. Provide quantity and configuration of power and slave packs with all associated wiring and accessories as required to control the load indicated on the drawings.
   3. Input Supply Voltage: Dual rated for 120/277 V ac.
   4. Load Rating: As required to control the load indicated on the drawings.

F. Power Packs for Wireless Occupancy Sensors:
   1. Description: Plenum rated, self-contained relay compatible with specified wireless occupancy sensors for switching of line voltage loads.
   2. Input Supply Voltage: Dual rated for 120/277 V ac.
   3. Load Rating: As required to control the load indicated on the drawings.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that field measurements are as shown on the drawings.
B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate devices and conductors in accordance with NFPA 70.

C. Verify that openings for outlet boxes are neatly cut and will be completely covered by devices or wall plates.

D. Verify that final surface finishes are complete, including painting.

E. Verify that branch circuit wiring installation is completed, tested, and ready for connection to lighting control devices.

F. Verify that the service voltage and ratings of lighting control devices are appropriate for the service voltage and load requirements at the location to be installed.

G. Verify that conditions are satisfactory for installation prior to starting work.

3.2 PREPARATION

A. Provide extension rings to bring outlet boxes flush with finished surface.

B. Clean dirt, debris, plaster, and other foreign materials from outlet boxes.

3.3 INSTALLATION

A. Perform work in a neat and workmanlike manner in accordance with NECA 1 and, where applicable, NECA 130, including mounting heights specified in those standards unless otherwise indicated.

B. Install lighting control devices in accordance with manufacturer's instructions.

C. Unless otherwise indicated, connect lighting control device grounding terminal or conductor to branch circuit equipment grounding conductor and to outlet box with bonding jumper.

D. Install lighting control devices plumb and level, and held securely in place.

E. Where required and not furnished with lighting control device, provide wall plate in accordance with Section 262726.

F. Where applicable, install lighting control devices and associated wall plates to fit completely flush to mounting surface with no gaps and rough opening completely covered without strain on wall plate. Repair or reinstall improperly installed outlet boxes or improperly sized rough openings. Do not use oversized wall plates in lieu of meeting this requirement.

G. Occupancy Sensor Locations:
   1. Location Adjustments: Within the design intent, reasonably minor adjustments to locations may be made in order to optimize coverage and avoid conflicts or problems affecting coverage.
   2. Locate ultrasonic and dual technology passive infrared/ultrasonic occupancy sensors a minimum of 4 feet from air supply ducts or other sources of heavy air flow and as per manufacturer's recommendations, in order to minimize false triggers.

H. Unless otherwise indicated, install power packs for lighting control devices above accessible ceiling or above access panel in inaccessible ceiling near the sensor location.
3.4 FIELD QUALITY CONTROL
   A. Inspect each lighting control device for damage and defects.
   B. Test occupancy sensors to verify proper operation, including time delays and ambient light thresholds where applicable. Verify optimal coverage for entire room or area.
   C. Correct wiring deficiencies and replace damaged or defective lighting control devices.

3.5 ADJUSTING
   A. Adjust devices and wall plates to be flush and level.
   B. Adjust occupancy sensor settings to minimize undesired activations while optimizing energy savings, and to achieve desired function as indicated or as directed by Architect.
   C. Adjust position of directional occupancy sensors to achieve optimal coverage as required.
   D. Where indicated or as directed by Architect, install factory masking material or adjust integral blinders on passive infrared (PIR) and dual technology occupancy sensor lenses to block undesired motion detection.

3.6 CLEANING
   A. Clean exposed surfaces to remove dirt, paint, or other foreign material and restore to match original factory finish.

END OF SECTION
PART 1 - GENERAL

1.1 SECTION INCLUDES
   A. Power distribution panelboards.
   B. Load centers.
   C. Overcurrent protective devices for panelboards.

1.2 REFERENCE STANDARDS
   A. FS W-C-375 - Circuit Breakers, Molded Case; Branch Circuit and Service; Federal Specification.
   B. NECA 1 - Standard for Good Workmanship in Electrical Construction; National Electrical Contractors Association.
   D. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).
   E. NEMA PB 1 - Panelboards; National Electrical Manufacturers Association.
   F. NEMA PB 1.1 - General Instructions for Proper Installation, Operation and Maintenance of Panelboards Rated 600 Volts or Less; National Electrical Manufacturers Association (ANSI/NEMA PB 1.1).
   I. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations.
   J. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations.
   K. UL 67 - Panelboards.
   L. UL 489 - Molded-Case Circuit Breakers, Molded-Case Switches and Circuit Breaker Enclosures.
   M. UL 1053 - Ground-Fault Sensing and Relaying Equipment.

1.3 ADMINISTRATIVE REQUIREMENTS
   A. Coordination:
      1. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.
      2. Coordinate the work with other trades to provide walls suitable for installation of flush-mounted panelboards where indicated.
      3. Verify with manufacturer that conductor terminations are suitable for use with the conductors to be installed.
4. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

1.4 SUBMITTALS
A. See Section 260500 - Basic Electrical Materials and Methods
B. Product Data: Provide manufacturer's standard catalog pages and data sheets for panelboards, enclosures, overcurrent protective devices, and other installed components and accessories.
C. Shop Drawings: Indicate outline and support point dimensions, voltage, main bus ampacity, overcurrent protective device arrangement and sizes, short circuit current ratings, conduit entry locations, conductor terminal information, and installed features and accessories.

1.5 QUALITY ASSURANCE
A. Conform to requirements of NFPA 70.
B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

1.6 DELIVERY, STORAGE, AND HANDLING
A. Receive, inspect, handle, and store panelboards in accordance with manufacturer's instructions and NECA 407.
B. Store in a clean, dry space. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.
C. Handle carefully in accordance with manufacturer's written instructions to avoid damage to panelboard internal components, enclosure, and finish.

1.7 FIELD CONDITIONS
A. Maintain ambient temperature within the following limits during and after installation of panelboards:

PART 2 - PRODUCTS

2.1 MANUFACTURERS
B. Schneider Electric: www.schneider-electric.us.
C. Source Limitations: Furnish panelboards and associated components produced by the same manufacturer as the other electrical distribution equipment used for this project and obtained from a single supplier.

2.2 PANELBOARDS - GENERAL REQUIREMENTS
A. Provide products listed, classified, and labeled as suitable for the purpose intended.
B. Unless otherwise indicated, provide products suitable for continuous operation under the following service conditions:
   1. Altitude: Less than 6,600 feet.
2. Ambient Temperature:
   a. Panelboards Containing Circuit Breakers: Between 23 degrees F and 104 degrees F.

C. Short Circuit Current Rating:
   1. Provide panelboards with listed short circuit current rating not less than the available fault current at the installed location as indicated on the drawings.

D. Mains: Configure for top or bottom incoming feed as indicated or as required for the installation.

E. Branch Overcurrent Protective Devices: Replaceable without disturbing adjacent devices.

F. Bussing: Sized in accordance with UL 67 temperature rise requirements.
   1. Provide solidly bonded equipment ground bus in each panelboard, with a suitable lug for each feeder and branch circuit equipment grounding conductor.

G. Conductor Terminations: Suitable for use with the conductors to be installed.

H. Enclosures: Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E.
   1. Environment Type per NEMA 250: Unless otherwise indicated, as specified for the following installation locations:
      a. Indoor Clean, Dry Locations: Type 1.
   2. Boxes: Galvanized steel unless otherwise indicated.
      a. Provide wiring gutters sized to accommodate the conductors to be installed.
   3. Fronts:
      a. Fronts for Surface-Mounted Enclosures: Same dimensions as boxes.
      b. Fronts for Flush-Mounted Enclosures: Overlap boxes on all sides to conceal rough opening.
      c. Finish for Painted Steel Fronts: Manufacturer's standard grey unless otherwise indicated.
   4. Lockable Doors: All locks keyed alike unless otherwise indicated.

I. Future Provisions: Prepare all unused spaces for future installation of devices including bussing, connectors, mounting hardware and all other required provisions.

J. Ground Fault Protection: Where ground-fault protection is indicated, provide system listed and labeled as complying with UL 1053.
   1. Where electronic circuit breakers equipped with integral ground fault protection are used, provide separate neutral current sensor where applicable.

2.3 POWER DISTRIBUTION PANELBOARDS

A. Description: Panelboards complying with NEMA PB 1, power and feeder distribution type, circuit breaker type, and listed and labeled as complying with UL 67; ratings, configurations and features as indicated on the drawings.

B. Conductor Terminations:
   1. Main and Neutral Lug Material: Aluminum, suitable for terminating aluminum or copper conductors.
   2. Main and Neutral Lug Type: Mechanical.
C. Bussing:
   1. Phase and Neutral Bus Material: Aluminum.

D. Circuit Breakers:
   1. Provide bolt-on type or plug-in type secured with locking mechanical restraints.
   2. Provide thermal magnetic circuit breakers unless otherwise indicated.

E. Enclosures:
   1. Provide surface-mounted or flush-mounted enclosures as indicated.
   2. Fronts: Provide lockable hinged door with concealed hinges for access to overcurrent protective device handles without exposing live parts.
   3. Provide clear plastic circuit directory holder mounted on inside of door.

2.4 LOAD CENTERS

A. Description: Circuit breaker type load centers listed and labeled as complying with UL 67; ratings, configurations, and features as indicated on the drawings.

B. Bussing:
   2. Bus Material: Aluminum or copper.

C. Circuit Breakers: Thermal magnetic plug-in type.

D. Enclosures:
   1. Provide surface-mounted or flush-mounted enclosures as indicated.
   2. Fronts: Provide hinged door with concealed hinges for access to overcurrent protective device handles without exposing live parts.
   3. Provide circuit directory label on inside of door.

2.5 OVERCURRENT PROTECTIVE DEVICES

A. Molded Case Circuit Breakers:
   1. Description: Quick-make, quick-break, over center toggle, trip-free, trip-indicating circuit breakers listed and labeled as complying with UL 489, and complying with FS W-C-375 where applicable; ratings, configurations, and features as indicated on the drawings.
   2. Interrupting Capacity:
      a. Provide circuit breakers with interrupting capacity as required to provide the short circuit current rating indicated, but not less than:
         1) 14,000 rms symmetrical amperes at 480 VAC.
      b. Fully Rated Systems: Provide circuit breakers with interrupting capacity not less than the short circuit current rating indicated.

   3. Conductor Terminations:
      a. Provide mechanical lugs.
      b. Lug Material: Aluminum, suitable for terminating aluminum or copper conductors.

   4. Thermal Magnetic Circuit Breakers: For each pole, furnish thermal inverse time tripping element for overload protection and magnetic instantaneous tripping element for short circuit protection.
5. Multi-Pole Circuit Breakers: Furnish with common trip for all poles.
6. Do not use tandem circuit breakers.
7. Do not use handle ties in lieu of multi-pole circuit breakers.
8. Provide multi-pole circuit breakers for multi-wire branch circuits as required by NFPA 70.

2.6 SOURCE QUALITY CONTROL
   A. Factory test panelboards according to NEMA PB 1.

PART 3 - EXECUTION

3.1 EXAMINATION
   A. Verify that field measurements are as shown on the drawings.
   B. Verify that the ratings and configurations of the panelboards and associated components are consistent with the indicated requirements.
   C. Verify that mounting surfaces are ready to receive panelboards.
   D. Verify that conditions are satisfactory for installation prior to starting work.

3.2 INSTALLATION
   A. Install products in accordance with manufacturer's instructions.
   B. Install panelboards securely, in a neat and workmanlike manner in accordance with NECA 1 (general workmanship), NECA 407 (panelboards), and NEMA PB 1.1.
   C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
   D. Install panelboards plumb.
   E. Install flush-mounted panelboards so that trims fit completely flush to wall with no gaps and rough opening completely covered.
   F. Mount panelboards such that the highest position of any operating handle for circuit breakers or switches does not exceed 79 inches above the floor or working platform.
   G. Provide minimum of six spare 1 inch trade size conduits out of each flush-mounted panelboard stubbed into accessible space above ceiling and below floor.
   H. Provide grounding and bonding in accordance with Section 260500.
      1. Terminate branch circuit equipment grounding conductors on solidly bonded equipment ground bus only. Do not terminate on isolated/insulated ground bus.
   I. Install all field-installed branch devices, components, and accessories.
   J. Multi-Wire Branch Circuits: Group grounded and ungrounded conductors together in the panelboard as required by NFPA 70.
   K. Provide filler plates to cover unused spaces in panelboards.
   L. Provide circuit breaker lock-on devices to prevent unauthorized personnel from de-energizing essential loads. Also provide for the following:
      1. Emergency and night lighting circuits.
      2. Fire detection and alarm circuits.
3. Communications equipment circuits.

3.3 FIELD QUALITY CONTROL

A. See Section 014000 - Quality Requirements, for additional requirements.
B. Inspect and test in accordance with NETA ATS, except Section 4.
C. Molded Case Circuit Breakers: Perform inspections and tests listed in NETA ATS, Section 7.6.1.1 for all main circuit breakers. Tests listed as optional are not required.
D. Ground Fault Protection Systems: Test in accordance with manufacturer's instructions as required by NFPA 70.
E. Correct deficiencies and replace damaged or defective panelboards or associated components.

3.4 ADJUSTING

A. Adjust tightness of mechanical and electrical connections to manufacturer's recommended torque settings.
B. Adjust alignment of panelboard fronts.
C. Load Balancing: For each panelboard, rearrange circuits such that the difference between each measured steady state phase load does not exceed 20 percent and adjust circuit directories accordingly. Maintain proper phasing for multi-wire branch circuits.

3.5 CLEANING

A. Clean dirt and debris from panelboard enclosures and components according to manufacturer's instructions.
B. Repair scratched or marred exterior surfaces to match original factory finish.

---END OF SECTION---
SECTION 262726
WIRING DEVICES

PART 1 - GENERAL

1.1 SECTION INCLUDES
A. Wall switches.
B. Receptacles.
C. Wall plates.

1.2 RELATED REQUIREMENTS
A. Section 260500 - Basic Electrical Materials and Methods.

1.3 REFERENCE STANDARDS
B. FS W-S-896 - Switches, Toggle (Toggle and Lock), Flush-mounted (General Specification); Federal Specification.
C. NECA 1 - Standard for Good Workmanship in Electrical Construction; National Electrical Contractors Association.
D. NEMA WD 1 - General Color Requirements for Wiring Devices; National Electrical Manufacturers Association.
E. NEMA WD 6 - Wiring Device -- Dimensional Specifications; National Electrical Manufacturers Association.
G. UL 20 - General-Use Snap Switches.
H. UL 498 - Attachment Plugs and Receptacles.
I. UL 514D - Cover Plates for Flush-Mounted Wiring Devices.
J. UL 943 - Ground-Fault Circuit-Interrupters.

1.4 ADMINISTRATIVE REQUIREMENTS
A. Coordination:
   1. Coordinate the placement of outlet boxes with millwork, furniture, equipment, etc. installed under other sections or by others.
   2. Coordinate wiring device ratings and configurations with the electrical requirements of actual equipment to be installed.
   3. Coordinate the installation and preparation of uneven surfaces, such as split face block, to provide suitable surface for installation of wiring devices.
   4. Notify Architect of any conflicts or deviations from the contract documents to obtain direction prior to proceeding with work.
B. Sequencing:
   1. Do not install wiring devices until final surface finishes and painting are complete.
1.5 SUBMITTALS
   A. See Section 260500 - Basic Electrical Materials and Methods, for submittal procedures.
   B. Product Data: Provide manufacturer’s catalog information showing dimensions, colors, and configurations.
   C. Maintain one copy of each document on site.

1.6 QUALITY ASSURANCE
   A. Conform to requirements of NFPA 70.
   B. Installer Qualifications: Company specializing in performing Work of this section with minimum three years documented experience.
   C. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
   D. Products: Listed, classified, and labeled as suitable for the purpose intended.

1.7 DELIVERY, STORAGE, AND PROTECTION
   A. Store in a clean, dry space in original manufacturer's packaging until ready for installation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS
   D. Or equal performance.
   E. Source Limitations: Where possible, provide products for each type of wiring device produced by a single manufacturer and obtained from a single supplier.

2.2 WIRING DEVICE APPLICATIONS
   A. Provide wiring devices suitable for intended use and with ratings adequate for load served.
   B. For single receptacles installed on an individual branch circuit, provide receptacle with ampere rating not less than that of the branch circuit.
   C. Provide weather resistant GFI receptacles with specified weatherproof covers for receptacles installed outdoors or in damp or wet locations.
   D. Provide GFI protection for receptacles installed within 6 feet of sinks.
   E. Provide GFI protection for receptacles serving electric drinking fountains.
   F. Unless noted otherwise, do not use combination switch/receptacle devices.

2.3 WIRING DEVICE FINISHES
   A. Provide wiring device finishes as described below unless otherwise indicated.
   B. Wiring Devices, Unless Otherwise Indicated: White with white nylon wall plate.
C. Wiring Devices Installed in Unfinished Spaces: Gray with galvanized steel wall plate.
D. Wiring Devices Installed in Wet or Damp Locations: White with specified weatherproof cover.

2.4 WALL SWITCHES
A. Manufacturers:
   3. Pass & Seymour, a brand of Legrand North America, Inc: www.legrand.us
   4. Or equal performance.
B. Wall Switches - General Requirements: AC only, quiet operating, general-use snap switches with silver alloy contacts, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 20 and where applicable, FS W-S-896; types as indicated on the drawings.
   1. Wiring Provisions: Terminal screws for side wiring and screw actuated binding clamp for back wiring with separate ground terminal screw.
C. Standard Wall Switches: Industrial specification grade, 20 A, 120/277 V with standard toggle type switch actuator and maintained contacts; single pole single throw, double pole single throw, three way, or four way as indicated on the drawings.

2.5 RECEPTACLES
A. Manufacturers:
   4. Pass & Seymour, a brand of Legrand North America, Inc: www.legrand.us
   5. Or equal performance.
B. Receptacles - General Requirements: Self-grounding, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 498, and where applicable, FS W-C-596; types as indicated on the drawings.
   1. Wiring Provisions: Terminal screws for side wiring or screw actuated binding clamp for back wiring with separate ground terminal screw.
   2. NEMA configurations specified are according to NEMA WD 6.
C. Convenience Receptacles:
   1. Standard Convenience Receptacles: Industrial specification grade, 20A, 125V, NEMA 5-20R; single or duplex as indicated on the drawings.
   2. Weather Resistant Convenience Receptacles: Industrial specification grade, 20A, 125V, NEMA 5-20R, listed and labeled as weather resistant type complying with UL 498 Supplement SE suitable for installation in damp or wet locations; single or duplex as indicated on the drawings.
D. GFI Receptacles:
   1. GFI Receptacles: Provide with feed-through protection, light to indicate ground fault tripped condition and loss of protection, and list as complying with UL 943, class A.
3. Weather Resistant GFI Receptacles: Industrial specification grade, duplex, 20A, 125V, NEMA 5-20R, rectangular decorator style, listed and labeled as weather resistant type complying with UL 498 Supplement SE suitable for installation in damp or wet locations.

E. Or equal performance.

2.6 WALL PLATES

A. Manufacturers:
   4. Pass & Seymour, a brand of Legrand North America, Inc: www.legrand.us
   5. Or equal performance.

B. Wall Plates: Comply with UL 514D.
   1. Configuration: One piece cover as required for quantity and types of corresponding wiring devices.
   2. Size: Oversized.
   3. Screws: Metal with slotted heads finished to match wall plate finish.

C. Nylon Wall Plates: Smooth finish, high-impact thermoplastic.

D. Galvanized Steel Wall Plates: Rounded corners and edges, with corrosion resistant screws.

E. Weatherproof Covers for Wet Locations: Gasketed, cast aluminum, with hinged lockable cover and corrosion-resistant screws; listed as suitable for use in wet locations while in use with attachment plugs connected and identified as extra-duty type.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that field measurements are as shown on the drawings.
B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate devices and conductors in accordance with NFPA 70.
C. Verify that wall openings are neatly cut and will be completely covered by wall plates.
D. Verify that final surface finishes are complete, including painting.
E. Verify that branch circuit wiring installation is completed, tested, and ready for connection to wiring devices.
F. Verify that conditions are satisfactory for installation prior to starting work.

3.2 PREPARATION

A. Provide extension rings to bring outlet boxes flush with finished surface.
B. Clean dirt, debris, plaster, and other foreign materials from outlet boxes.

3.3 INSTALLATION

A. Perform work in a neat and workmanlike manner in accordance with NECA 1 and, where applicable, NECA 130, including mounting heights specified in those standards unless otherwise indicated.

B. Coordinate locations of outlet boxes provided under Section 260537 as required for installation of wiring devices provided under this section.

1. Mounting Heights: Unless otherwise indicated, as follows:
   a. Wall Switches: 48 inches above finished floor.
   b. Wall Dimmers: 48 inches above finished floor.
   c. Receptacles: 18 inches above finished floor or 6 inches above counter.

2. Orient outlet boxes for vertical installation of wiring devices unless otherwise indicated.

3. Where multiple receptacles, wall switches, or wall dimmers are installed at the same location and at the same mounting height, gang devices together under a common wall plate.

4. Locate wall switches on strike side of door with edge of wall plate 3 inches from edge of door frame. Where locations are indicated otherwise, notify Architect to obtain direction prior to proceeding with work.

5. Locate receptacles for electric drinking fountains concealed behind drinking fountain according to manufacturer's instructions.

C. Install wiring devices in accordance with manufacturer's instructions.

D. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.

E. Where required, connect wiring devices using pigtails not less than 6 inches long. Do not connect more than one conductor to wiring device terminals.

F. Connect wiring devices by wrapping conductor clockwise 3/4 turn around screw terminal and tightening to proper torque specified by the manufacturer. Where present, do not use push-in pressure terminals that do not rely on screw-actuated binding.

G. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.

H. Provide GFI receptacles with integral GFI protection at each location indicated. Do not use feed-through wiring to protect downstream devices.

I. Install wiring devices plumb and level with mounting yoke held rigidly in place.

J. Install wall switches with OFF position down.

K. Install vertically mounted receptacles with grounding pole on top and horizontally mounted receptacles with grounding pole on left.

L. Install wall plates to fit completely flush to wall with no gaps and rough opening completely covered without strain on wall plate. Repair or reinstall improperly installed outlet boxes or improperly sized rough openings. Do not use oversized wall plates in lieu of meeting this requirement.
M. Install blank wall plates on junction boxes and on outlet boxes with no wiring devices installed or designated for future use.

3.4 CLEANING
A. Clean exposed surfaces to remove dirt, paint, or other foreign material and restore to match original factory finish.

---END OF SECTION---
SECTION 262818
ENCLOSED SWITCHES

PART 1 - GENERAL

1.1 SECTION INCLUDES
A. Enclosed safety switches.

1.2 REFERENCE STANDARDS
A. NECA 1 - Standard for Good Workmanship in Electrical Construction; National Electrical Contractors Association.
B. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); National Electrical Manufacturers Association.
C. NEMA KS 1 - Heavy Duty Enclosed and Dead-Front Switches (600 Volts Maximum); National Electrical Manufacturers Association.
F. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations.
G. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations.
H. UL 98 - Enclosed and Dead-Front Switches.

1.3 SUBMITTALS
A. Product Data: Provide manufacturer's standard catalog pages and data sheets for enclosed switches and other installed components and accessories.

1.4 QUALITY ASSURANCE
A. Conform to requirements of NFPA 70.
B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

1.5 DELIVERY, STORAGE, AND HANDLING
A. Store in a clean, dry space. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.
B. Handle carefully in accordance with manufacturer's written instructions to avoid damage to enclosed switch internal components, enclosure, and finish.

1.6 FIELD CONDITIONS
A. Maintain ambient temperature between -22 degrees F and 104 degrees F during and after installation of enclosed switches.
PART 2 - PRODUCTS

2.1 MANUFACTURERS
   C. Schneider Electric; Square D Products:  www.schneider-electric.us.
   E. Source Limitations:  Furnish enclosed switches and associated components produced by the same manufacturer as the other electrical distribution equipment used for this project and obtained from a single supplier.

2.2 ENCLOSED SAFETY SWITCHES
   A. Description:  Quick-make, quick-break enclosed safety switches listed and labeled as complying with UL 98; heavy duty; ratings, configurations, and features as indicated on the drawings.
   B. Provide products listed, classified, and labeled as suitable for the purpose intended.
   C. Unless otherwise indicated, provide products suitable for continuous operation under the following service conditions:
      1. Altitude:  Less than 6,600 feet.
      2. Ambient Temperature: Between -22 degrees F and 104 degrees F.
   D. Horsepower Rating:  Suitable for connected load.
   E. Voltage Rating:  Suitable for circuit voltage.
   F. Short Circuit Current Rating:
      1. Provide enclosed safety switches, when protected by the fuses or supply side overcurrent protective devices to be installed, with listed short circuit current rating not less than the available fault current at the installed location as indicated on the drawings.
      2. Minimum Ratings:
         a. General Duty Single Throw Switches Protected by Class R, Class J, or Class T Fuses:  100,000 rms symmetrical amperes.
         b. Heavy Duty Single Throw Switches Protected by Class R, Class J, Class L, or Class T Fuses:  200,000 rms symmetrical amperes.
   G. Provide with switch blade contact position that is visible when the cover is open.
   H. Fuse Clips for Fusible Switches:  As required to accept fuses indicated.
      1. Where NEMA Class R fuses are installed, provide rejection feature to prevent installation of fuses other than Class R.
   I. Conductor Terminations:  Suitable for use with the conductors to be installed.
   J. Provide insulated, groundable fully rated solid neutral assembly where a neutral connection is required, with a suitable lug for terminating each neutral conductor.
   K. Provide solidly bonded equipment ground bus in each enclosed safety switch, with a suitable lug for terminating each equipment grounding conductor.
L. Enclosures: Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E.
   1. Environment Type per NEMA 250: Unless otherwise indicated, as specified for the following installation locations:
      a. Indoor Clean, Dry Locations: Type 1.
      b. Outdoor Locations: Type 3R.

M. Provide safety interlock to prevent opening the cover with the switch in the ON position with capability of overriding interlock for testing purposes.

N. Heavy Duty Switches:
   2. Conductor Terminations:
      a. Lug Material: Aluminum, suitable for terminating aluminum or copper conductors.
   3. Provide externally operable handle with means for locking in the OFF position, capable of accepting three padlocks.
      a. Provide means for locking handle in the ON position.

O. General Duty Switches:
   1. Conductor Terminations:
      a. Provide mechanical lugs.
      b. Lug Material: Aluminum, suitable for terminating aluminum or copper conductors.
   2. Provide externally operable handle with means for locking in the OFF position, capable of accepting two padlocks.

PART 3 - EXECUTION

3.1 EXAMINATION
   A. Verify that field measurements are as shown on the drawings.
   B. Verify that the ratings of the enclosed switches are consistent with the indicated requirements.
   C. Verify that mounting surfaces are ready to receive enclosed safety switches.
   D. Verify that conditions are satisfactory for installation prior to starting work.

3.2 INSTALLATION
   A. Install enclosed switches in accordance with manufacturer's instructions.
   B. Install enclosed switches securely, in a neat and workmanlike manner in accordance with NECA 1.
   C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
   D. Provide required supports in accordance with Section 260500.
   E. Install enclosed switches plumb.
F. Except where indicated to be mounted adjacent to the equipment they supply, mount enclosed switches such that the highest position of the operating handle does not exceed 79 inches above the floor or working platform.

G. Provide grounding and bonding in accordance with Section 260500.

H. Provide fuses complying with Section 262813 for fusible switches as indicated or as required by equipment manufacturer's recommendations.

3.3 FIELD QUALITY CONTROL

A. Inspect and test in accordance with NETA ATS, except Section 4.

B. Perform inspections and tests listed in NETA ATS, Section 7.5.1.1.

C. Correct deficiencies and replace damaged or defective enclosed safety switches or associated components.

3.4 ADJUSTING

A. Adjust tightness of mechanical and electrical connections to manufacturer's recommended torque settings.

3.5 CLEANING

A. Clean dirt and debris from switch enclosures and components according to manufacturer's instructions.

B. Repair scratched or marred exterior surfaces to match original factory finish.

---END OF SECTION---
SECTION 265100
INTERIOR LIGHTING

PART 1 GENERAL

1.1 SECTION INCLUDES
   A. Interior luminaires.
   B. Emergency lighting units.
   C. Exit signs.
   D. Ballasts and drivers.

1.2 REFERENCE STANDARDS
   C. NECA 1 - Standard for Good Workmanship in Electrical Construction; National Electrical Contractors Association.
   H. UL 924 - Emergency Lighting and Power Equipment.
   I. UL 1598 - Luminaires.
   J. UL 8750 - Light Emitting Diode (LED) Equipment for Use in Lighting Products.

1.3 SUBMITTALS
   A. See Section 260500 - Basic Electrical Materials and Methods, for submittal procedures.
   B. Product Data: Provide manufacturer's standard catalog pages and data sheets including detailed information on luminaire construction, dimensions, ratings, finishes, mounting requirements, listings, service conditions, photometric performance, installed accessories, and ceiling compatibility; include model number nomenclature clearly marked with all proposed features.
      1. LED Luminaires:
         a. Include estimated useful life, calculated based on IES LM-80 test data.
   C. Maintain one copy of each document on site.

1.4 QUALITY ASSURANCE
   A. Conform to requirements of NFPA 70.
1.5 DELIVERY, STORAGE, AND PROTECTION  
   A. Receive, handle, and store products according to NECA/IESNA 500 (commercial lighting), NECA/IESNA 502 (industrial lighting), and manufacturer's written instructions.  
   B. Keep products in original manufacturer's packaging and protect from damage until ready for installation.

1.6 FIELD CONDITIONS  
   A. Maintain field conditions within manufacturer's required service conditions during and after installation.

1.7 WARRANTY  
   A. Installer Qualifications: Company specializing in performing Work of this section with minimum three years documented experience.

PART 2 PRODUCTS

2.1 MANUFACTURERS - LUMINAIRES
   A. Cree, Inc.

2.2 LUMINAIRE TYPES
   A. Furnish products as indicated in luminaire schedule included on the drawings.

2.3 LUMINAIRES
   A. Provide products that comply with requirements of NFPA 70.  
   B. Provide products that are listed and labeled as complying with UL 1598, where applicable.  
   C. Provide products listed, classified, and labeled as suitable for the purpose intended.  
   D. Unless otherwise indicated, provide complete luminaires including lamp(s) and all sockets, ballasts, reflectors, lenses, housings and other components required to position, energize and protect the lamp and distribute the light.  
   E. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, hardware, supports, trims, accessories, etc. as necessary for a complete operating system.  
   F. Provide products suitable to withstand normal handling, installation, and service without any damage, distortion, corrosion, fading, discoloring, etc.  
   G. LED Luminaires:  
      1. Components: UL 8750 recognized or listed as applicable.  
      2. Tested in accordance with IES LM-79 and IES LM-80.

2.4 EMERGENCY LIGHTING UNITS
   A. Manufacturers:  
      4. Or equal performance.
B. Description: Emergency lighting units complying with NFPA 101 and all applicable state and local codes, and listed and labeled as complying with UL 924.

C. Operation: Upon interruption of normal power source or brownout condition exceeding 20 percent voltage drop from nominal, solid-state control automatically switches connected lamps to integral battery power for minimum of 90 minutes of rated emergency illumination, and automatically recharges battery upon restoration of normal power source.

D. Battery:
   1. Size battery to supply all connected lamps, including emergency remote heads where indicated.

E. Diagnostics: Provide power status indicator light and accessible integral test switch to manually activate emergency operation.

F. Provide low-voltage disconnect to prevent battery damage from deep discharge.

2.5 EXIT SIGNS

A. Manufacturers - Powered and Self-Luminous Signs:
   4. Or equal performance.

B. Description: Internally illuminated exit signs with LEDs unless otherwise indicated; complying with NFPA 101 and all applicable state and local codes, and listed and labeled as complying with UL 924.
   1. Number of Faces: Single or double as indicated or as required for the installed location.
   2. Directional Arrows: As indicated or as required for the installed location.

2.6 BALLASTS AND DRIVERS

A. Ballasts - General Requirements:
   1. Provide ballasts containing no polychlorinated biphenyls (PCBs).
   2. Minimum Efficiency/Efficacy: Provide ballasts complying with all current applicable federal and state ballast efficiency/efficacy standards.

B. Dimmable LED Drivers:
   1. Dimming Range: Continuous dimming from 100 percent to five percent relative light output unless dimming capability to lower level is indicated, without flicker.
   2. Control Compatibility: Fully compatible with the dimming controls to be installed.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that field measurements are as shown on the drawings.

B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate conductors in accordance with NFPA 70.

C. Verify that suitable support frames are installed where required.
D. Verify that branch circuit wiring installation is completed, tested, and ready for connection to luminaires.
E. Verify that conditions are satisfactory for installation prior to starting work.

3.2 PREPARATION
A. Provide extension rings to bring outlet boxes flush with finished surface.
B. Clean dirt, debris, plaster, and other foreign materials from outlet boxes.

3.3 INSTALLATION
A. Coordinate locations of outlet boxes provided under Section 260537 as required for installation of luminaires provided under this section.
B. Install products according to manufacturer's instructions.
C. Install luminaires securely, in a neat and workmanlike manner, as specified in NECA 1 (general workmanship) and NECA 500 (commercial lighting).
D. Install luminaires plumb and square and aligned with building lines and with adjacent luminaires.
E. Suspended Ceiling Mounted Luminaires:
   1. Do not use ceiling tiles to bear weight of luminaires.
   2. Do not use ceiling support system to bear weight of luminaires unless ceiling support system is certified as suitable to do so.
   3. Secure lay-in luminaires to ceiling support channels using listed safety clips at four corners.
   4. In addition to ceiling support wires, provide two galvanized steel safety wire(s), minimum 12 gage, connected from opposing corners of each lay-in ceiling fixture to building structure.
F. Install accessories furnished with each luminaire.
G. Bond products and metal accessories to branch circuit equipment grounding conductor.
H. Emergency Lighting Units:
   1. Unless otherwise indicated, connect unit to unswitched power from same circuit feeding normal lighting in same room or area. Bypass local switches, contactors, or other lighting controls.
I. Exit Signs:
   1. Unless otherwise indicated, connect unit to unswitched power from same circuit feeding normal lighting in same room or area. Bypass local switches, contactors, or other lighting controls.
J. Install lamps in each luminaire.

3.4 FIELD QUALITY CONTROL
A. Inspect each product for damage and defects.
B. Operate each luminaire after installation and connection to verify proper operation.
C. Test self-powered exit signs, emergency lighting units, and fluorescent emergency power supply units to verify proper operation upon loss of normal power supply.
D. Correct wiring deficiencies and repair or replace damaged or defective products. Repair or replace excessively noisy ballasts as determined by Architect.

3.5 ADJUSTING
A. Aim and position adjustable emergency lighting unit lamps to achieve optimum illumination of egress path as required or as directed by Architect or authority having jurisdiction.
B. Exit Signs with Field-Selectable Directional Arrows: Set as indicated or as required to properly designate egress path as directed by Architect or authority having jurisdiction.

3.6 CLEANING
A. Clean surfaces according to NECA 500 (commercial lighting) and manufacturer’s instructions to remove dirt, fingerprints, paint, or other foreign material and restore finishes to match original factory finish.

3.7 PROTECTION
A. Protect installed luminaires from subsequent construction operations.

END OF SECTION